



eADR Legal Solutions

RK e-ADR FEDERATION

RULES AND REGULATIONS OF ONLINE DISPUTE RESOLUTION

RK e-ADR FEDERATION RULES AND REGULATIONS OF ONLINE DISPUTE RESOLUTION

Version in force as on _____

CONTENTS

Page

- Introduction 1
- Applicability 1

RULES

PART-I PRELIMINARY

1.	Short title, Application and extent	2
2.	Definitions and Interpretations	3-8
3.	Communication	8-9
	PART-II ARBITRATION	
4.	Commencement of Arbitration	9-13
5.	Serve and Track	13-14
6.	Arbitration Agreement	14
7.	Calculation of Time Limit	14-15
8.	Room of Virtual Hearing	15-16
9.	Response to the Notice of Arbitration	16-17
10.	Reply to the Response	17-18
11.	Number of Arbitrators and Declaration	18
12.	Appointment of Arbitrator	19-20



13.	Confirmation of the Arbitral Tribunal	20
14.	Fees and Expenses of Arbitral Tribunal	20-22
15.	Qualification of Arbitral Tribunal	22-23
16.	Grounds for Challenge the Arbitral Tribunal	23-24
17.	Termination of Mandate and Substitution of Arbitrator	25-26
18.	Conduct of Arbitration Proceedings	26-28
19.	First Procedural Conference	28-30
20.	Submissions of Parties	31
21.	Seat, Venue and Mode of Arbitration	32
22.	Applicable Law	32
23.	Language	32-33
24.	Party Representatives	33
25.	Statement of Claim	33
26.	Statement of Defence	34
27.	Amendments to the Claim or Defence Statement	35
28.	Hearings	35-38
29.	Experts appointed by Tribunal	38
30.	Jurisdiction of Arbitral Tribunal	38-39
31.	Interim Measures	39-40
32.	Emergency Arbitration	41-42
33.	Default in Completion of Pleadings	42-43
34.	Joinder of Additional Parties	43-45
35.	Consolidation of Arbitrations	46-48



36.	Single Arbitration under Multiple Contracts	48
37.	Concurrent Proceedings	48
38.	Closure of Proceedings	48-49
39.	Additional Powers of the Arbitral Tribunal	49-50
40.	Award	50-51
41.	Cost of Arbitration	52
42.	Settlement and Termination of Proceedings	53
43.	Arbitration Agreement not to be discharged by Death of Party	54
44.	Correction of Award	54
45.	Additional Award	55
46.	Interpretation of Award	55
47.	Time Limit for Award	55-56
48.	Fast Track Procedure	56-57
49.	Deposits for Cost of Arbitration	57
	PART-III MEDIATION	
50.	Commencement of Mediation	58-61
51.	Appointment of Mediator	61-62
52.	Declaration	62
53.	Grounds for Challenge the Mediator	62-63
54.	Statement of Parties before Mediator	63
55.	Conduct of Mediation	64
56.	Role of Mediator	64-65



57.	Cooperation of Parties with Mediator	65
58.	Mediation Settlement Agreement	65-66
59.	Conclusion of the Mediation	66
60.	Termination of Mediation	66-67
61.	No Commencement of Arbitration Proceedings or Judicial Proceedings	67
62.	Admissibility of Mediation Proceedings in other Proceedings	67
63.	Representative	68
64.	Cost of Mediation	68
65.	Deposits for the Cost of Mediation	68-69
	PART-IV CONCILIATION	
66.	Commencement of Conciliation	69-72
67.	Appointment of Conciliator	73
68.	Declaration	73
69.	Grounds to Challenge the Conciliator	73-74
70.	Statement of party before Conciliator	74-75
71.	Conduct of Conciliation	75
72.	Role of Conciliator	76
73.	Disclosure of Information	76
74.	Cooperation of Parties with Conciliator	77
75.	Conciliation Settlement Agreement	77-78
76.	Conclusion of the Conciliation Proceedings	78
77.	Termination of Conciliation	78-79



78.	No Commencement of Arbitration Proceedings or Judicial Proceedings	79
79.	Admissibility of Conciliations Proceedings in other Proceedings	79
80.	Representative	79-80
81.	Cost	80
82.	Deposits for the cost of Conciliation	80-81
	PART-V MISCELLANEOUS	
83.	Paperless Proceedings	81
84.	Adjournment	81-82
85.	Confidentiality and Privacy	82-84
86.	Exclusion of Liability	84
87.	Stamp Duty	84-85
88.	Waiver of Right to object	85
89.	Official Work Hours and Days	85
90.	Lien on Award and Settlement Agreement	85
91.	Governing Law	86
92.	Record of Proceedings	86
93.	Amendment to RK e-ADR Federation Rules	86
	SCHEDULE	
	FIRST SCHEDULE- Registration and Administrative Fees	87-88
	SECOND SCHEDULE- Arbitral Tribunal's Fees, Expenses, Terms and Conditions	88-90
	THIRD SCHEDULE- Mediator's and Conciliator's Fees and Expenses	90-91

RULES AND REGULATIONS OF ONLINE DISPUTE RESOLUTION

INTRODUCTION

RK e-ADR Federation is a non-profitable organization incorporated/registered under The Ministry of Corporate Affairs, Govt. of India having CINNo. U91990DL2022NPL407837, for the benefit of public at large and aims to provide cost effective, timely & transparent legal services thru' Online , any time (24*7) and place of your convenience and Offline. The federation also aims to provide learning & skill development opportunities and material to budding lawyers and needy students, educating public in general.

RK e-ADR Federation is highly committed to its wider role of empowering the masses and contributing to the society at large.

Our Vision & Mission is to help resolving legal issues of the public ethically, and speedily using technology while maintaining confidentiality. It's to compliment the exiting judicial system at a lower cost and in shorter time and this remains our guiding principle.

The Online Dispute Resolution (ODR) from RK e-ADR Federation is highly cost-effective tool to litigate and resolve the disputes in an easy, effortless and widely accessible way and offers the widest choice and the capacity to adopt fully administered Arbitration, Mediation and Conciliation, facilitated negotiation procedures.

APPLICABILITY

These Rules may be adopted in a written agreement at any time before or after a dispute has arisen, and may be adopted for use in domestic Arbitrations commenced under a

contract or treaty. Provisions regarding the scope of application of these Rules are set out in Rule 1 of RK e-ADR Federation Rules and Regulations of Online Dispute Resolution.

PART-I

PRELIMINARY

RULE 1: SHORT TITLE, APPLICATION AND EXTENT:

- 1.1 These Rules may be cited as the RK e-ADR Federation Rules and Regulations of Online Dispute Resolution (the “Rules”)
- 1.2 Where parties have agreed to refer their disputes to RK e-ADR Federation for resolution through Arbitration, Mediation or Conciliation, the parties shall be deemed to have agreed that such Arbitration, Mediation or Conciliation shall be conducted and administered in accordance with these rules, as amended from time to time. RK e-ADR Federation Rules and Regulations of Online Dispute Resolution include the rules, guidelines, terms and conditions, policies and Schedules etc. which are fundamental in the working of the RK e-ADR Federation ODR Platform.
- 1.3 These Rules shall govern Arbitration, Mediation and Conciliation where an agreement (whether entered into before or after a dispute has arisen):
 - (a) Provides for these Rules to apply; or
 - (b) Where the Chief Justice of India or their respective designates refers a Dispute for adjudication by Arbitration, Mediation or Conciliation to the RK e-ADR Federation whether before or after appointing the Dispute Resolution Professionals.
- 1.4 If any of the Rules are in conflict with the mandatory provisions of law applicable to Arbitration, Mediation, Conciliation or the agreement between the parties from which such parties cannot derogate, such mandatory provisions or agreements shall prevail, as the case may be.

- 1.5 All Arbitrations, Mediations and Conciliations initiated under these Rules shall be governed by the version of the Rules in force as on the date an Arbitration, Mediation or Conciliation is initiated, and all actions to be taken on the Online Platform shall be subject to the Rules in force as on the date the relevant action is taken on the Online Platform.

RULE 2: DEFINITIONS AND INTERPRETATIONS:

- 2.1 In these Rules, the following terms shall have the meaning provided to them herein, unless the context requires them to be interpreted otherwise:

- a. **“Tribunal, Cell or Centre”** shall mean an Arbitrator, Mediator, Conciliator or panel of Arbitrators, Mediators or Conciliators appointed under RK e-ADR Federation Rules.
- b. **“Arbitration Act”** shall mean the Arbitration and Conciliation Act, 1996 as amended from time to time.
- c. **“Court”** means with respect to any matter relating to an arbitration proceeding, the Civil Court within the meaning of Section 2 (e) of the Act.
- d. **“Online Platform”** means the dispute resolution platform hosted by RK e-ADR Federation at ***www.eadr.in*** or such other domain or sub-domain to which the parties may be directed to through Federation’s webpage.
- e. **“Website”** means ***www.eadr.in***
- f. **“RK e-ADR Federation”** means the Centre for Online Resolution of Disputes and hereinafter called as “Federation”.
- g. **“Arbitration agreement”** include one or more agreements which contains Arbitration Clause.
- h. **“Mediation agreement”** include one or more agreements which contains Mediation Clause.
- i. **“Conciliation Agreement”** include one or more agreements which contains Conciliation Clause
- j. **“Additional Party”** includes one or more additional parties.
- k. **“Arbitration”** means RK e-ADR Federation Arbitration Rules.

- l. **“Mediation”** means RK e-ADR Federation Mediation Rules.
- m. **“Conciliation”** means RK e-ADR Federation Conciliation Rules.
- n. **" Claim" or "Counterclaim"** include any claim or claims by any party against any other party.
- o. **“Dispute Resolution Professionals”** also known as **“DRPs”** shall mean an independent person who are appointed by RK e-ADR Federation as an Arbitrator, Mediator or Conciliator to resolve the dispute under RK e-ADR Federation Rules.
- p. **“Service Providers”** include in-house Panel of Advocates/Attorney and DRPs.
- q. **“High Court”** shall mean and include the High Court of Delhi situated in Delhi, and also other High Courts throughout India;
- r. **“e-mode”** include electronic mail (e-mail), SMS, or correspondence through such other communication medium (such as WhatsApp, Telegram and any other acceptable mobile application, etc.)
- s. **"Defense"** include any defense or defenses by any party to any claim or counterclaim submitted by any other party, including any defense for the purpose of a set-off or cross-claim.
- t. **“Pleadings”** shall mean the following, as may be amended by the Parties in accordance with RK e-ADR Federation Rules:
 - (i) Statement of Claim
 - (ii) Statement of Defense
 - (iii) Counter-claim
 - (iv) Rejoinder to the Statement of Defense
 - (v) Reply to the counterclaim
 - (vi) Rejoinder to counter claim’s reply; and/or
 - (vii) any other additional document or amended pleadings, as the Arbitral Tribunal may decide.

- u. **“Rules”** means these rules framed by the members of the Federation to regulate the process of adjudication of disputes by Arbitration, Mediation or Conciliation and shall include amendments thereto;
- v. Arbitration, Mediation or Conciliation **“Notification”** means Notification to the parties upon successful registration on the RK e-ADR Federation Online Platform.
- w. **“Notice of Arbitration”** shall mean federation invites the other party to resolve the dispute through arbitration as per RK e-ADR Federation Rules and Regulations.
- x. **“Request for Mediation”** shall mean federation invites the other party to resolve the dispute through Mediation as per RK e-ADR Federation Rules and Regulations.
- y. **“Request for Conciliation”** shall mean federation invites the other party to resolve the dispute through arbitration as per RK e-ADR Federation Rules and Regulations.
- z. **“Written communications”** include all notifications, invitation, proposals, pleadings, statements, documents, orders and awards that are produced, submitted or exchanged, pronounced in the Arbitration, Mediation or Conciliation.
- aa. **“Communication”** means delivery, transmission or notification of a written communication by hand, registered post, courier service, email or other means of telecommunication that provides a record of transmission.
- bb. **“Request”** means to approach the Federation through its web portal to initiate the Arbitration, Mediation and Conciliation proceedings in accordance with these Rules.
- cc. **“Cost”** of Arbitration, Mediation or Conciliation shall include the Arbitrator’s, Mediator’s or Conciliator’s Fees and Expenses, Time Reserved but not Used (if any), and the Administrative Charges of RK e-ADR Federation.

- dd. **“Schedule”** means Schedule of the RK e-ADR Federation Arbitration, Mediation or Conciliation Rules.
- ee. **“Claimant”** shall include:
- (i) in the case of Arbitration proceedings under RK e-ADR Federation Rules, the party initiating the claim;
 - (ii) In the case of Mediation proceedings under RK e-ADR Federation Rules, the party initiating dispute resolution under Part III of RK e-ADR Federation Rules.
 - (iii) In the case of Conciliation proceedings under RK e-ADR Federation Rules, the party initiating dispute resolution under Part IV of RK e-ADR Federation Rules;
- ff. **“Respondent”** include one or more respondents.
- gg. **“Witness”** include one or more witnesses and references to "expert" include one or more experts.
- hh. **“Language”** include one or more languages, unless agreed between the parties otherwise it shall be English language.
- ii. **“Award”** include, inter alia, an interim, interlocutory, partial or final award.
- jj. **“Seat”** of arbitration mean the place of arbitration as agreed between the parties to an arbitration.
- kk. **“Virtual Hearing Room”** means a private virtual hearing room provided by RK e-ADR Federation to the concerned party for conduct of Arbitration, Mediation or Conciliation proceedings on the Online Platform.
- ll. **“Entering upon reference”** means some effective step taken by the Arbitrator, Mediator, Conciliator in furtherance of the disputes referred to him by the Federation calling upon the parties to appear in connection with the dispute referred.
- mm. **“Panel”** means in-house-panel of Advocates, Arbitrators, Mediators or Conciliators maintained by the Federation.

- nn. **“Mediation Settlement Agreement”** means Settlement agreement between the parties which will duly signed by the parties and authenticated by the Mediator(s).
- oo. **“Conciliation Settlement Agreement”** means Settlement agreement between the parties which will duly signed by the parties and authenticated by the Conciliator(s).

2.2 In the RK e-ADR Federation Rules, unless a contrary intention appears:

- a. **“Law”** shall mean, applicable, constitution, statute, law, rule, regulation, ordinance, judgement, order, decree, authorization, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction;
- b. **“Person”** includes an individual, corporation, partnership, joint venture, association of persons, trust, unincorporated organization, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organization, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.
- c. the terms **“hereof”, “herein”, “hereby”, “hereto”** and derivatives or similar words refer to this entire RK e-ADR Federation Rules.
- d. reference to a gender shall include references to the female, male and neuter gender;
- e. the singular includes the plural (and vice versa)
- f. **“Signature”** under the RK e-ADR Federation Rules shall include electronic signature under the Information Technology Act, 2000, as amended from time to time.

- g. reference of any number of days shall mean such number of days (other than Sunday) where RK e-ADR Federation is open for its ordinary business activities.
- 2.3 These Rules include all Schedules attached thereto, as amended from time to time by board, in force on the date the Notice of Arbitration is submitted.
- 2.4 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.

RULE 3: COMMUNICATION

3.1 Any notices or written communication may be sent to the address/es provided by the Claimant vide email/SMS/WhatsApp and such other electronic acceptable means of service as decided by the Federation. An option would be available to the Claimant to dispatch a physical copy of the notice along with the other modes of communication i.e. postal or courier service or any other appropriate means that provides a record of its delivery and place on record the proof of delivery of notice.

3.2 Any written communication pursuant to these Rules shall be deemed to be received by a party, if:

- (a) communicated to the address and/or electronic communication (including without limitation electronic mail (e-mail), SMS, or correspondence through such other communication medium (such as WhatsApp, Telegram etc) (hereafter referred as “e-mode”) communicated by the addressee or its representative in the arbitration; or
- (b) in the absence of (a), communicated to the address and/or e-mode specified in any applicable agreement between the parties; or
- (c) in the absence of (a) and (b), communicated to any address and/or e-mode which the addressee holds out to the world at the time of such communication; or
- (d) in the absence of (a), (b) and (c), communicated to any last known address and/or email address or any other e-mode of the addressee; or

(e) uploaded to any secured online repository that the parties have agreed to use subject to acceptance by the Federation or Tribunal.

3.3 If, after reasonable efforts, communication cannot be affected in accordance with Rule 3.2, a written communication is deemed to have been received if it is sent to the addressee's last-known address and/or email address or any other e-mode by means that provides a record of attempted communication.

3.4 For the purposes of Rules 3.2 above, where a party has appointed a representative or a legal representative to represent the party in the proceedings, it is sufficient if such communication is sent to such representative or legal representative by any of the e-mode mentioned in these Rules.

3.5 It is further clarified that, for the purposes of Rule 3.2, when any communication is sent electronically or through e-mode, if it is not possible or it is impractical to send the underlying correspondence by way of an attachment, it is sufficient for the communication to be sent on a secure link accessible by the receiving party, provided the electronic communication clearly identifies the nature of the communication that is sought to be sent by way of a secure link.

3.6 Where a communication is being communicated to more than one party, or more than one Arbitrator, such communication shall be deemed received when it is communicated pursuant to Rule 3.2 (a) to (d) to the last intended recipient or when a notice that communication has been uploaded pursuant to Rule 3.2(e) is communicated to the last intended recipient.

PART-II

ARBITRATION

RULE 4: COMMENCEMENT OF ARBITRATION

4.1 Arbitration proceedings under the Federation Rules can be initiated:

(a) in case the parties have an existing RK e-ADR Federation Arbitration Clause, then in accordance with Rule [4.3];

(b) in case the parties do not have an existing RK e-ADR Federation Arbitration Clause, then in accordance with Rule [4.4];

(c) on receipt of an order of court referring the parties to an arbitration.

4.2 An arbitration shall be deemed to commence on the date on which a request/notice for the dispute through RK e-ADR Federation Platform or otherwise, be referred to Arbitration is received by the Respondent(s).

4.3 Any party to an existing RK e-ADR Federation Arbitration Clause may initiate an arbitration proceeding on this Online Platform by registering themselves and provide the following on RK e-ADR Federation Platform:

(a) Full names and (in so far as known) the addresses, and/or email addresses, contact details and other e-mode details of the parties and of their representatives

(b) a copy of agreement containing RK e-ADR Federation Arbitration clause or any separate arbitration agreement

(c) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship

(d) a description of the general nature of the claim and an indication of the amount involved, if any

(e) details of type of Dispute

(f) number of arbitrators (i.e. one or three), venue/place of arbitration, and language in which arbitration is to be conducted if the parties have not previously agreed thereon

(g) such other documents and information relevant to the dispute, as deemed fit by Claimant.

4.4 Any party which has not previously agreed to a RK e-ADR Federation Arbitration Clause may initiate an arbitration proceeding on this Online Platform by registering

themselves on RK e-ADR Federation and after successful registration, Federation invites the other party to resolve the dispute through arbitration as per RK e-ADR Federation Rules and Regulations, in the following manner:

(a) RK e-ADR Federation send an Invitation/Notice to Arbitration or otherwise to the other party which should contain the following:

(i) Request to refer the dispute to arbitration on RK e-ADR Federation an Online Platform in accordance with Federation Rules;

(ii) details of the case;

(iii) timeframe to accept the Invitation/Notice to Arbitration (if required);

(iv) such other documents and information relevant to the dispute, as deemed fit by Claimant or Federation.

(b) If the other party accepts the Invitation/Notice to Arbitration by reverting on the Notice to Arbitration by Federation or otherwise within fifteen days from the date of the receipt of the Invitation/e-Notice to Arbitration or within the time frame mentioned in the Invitation to Arbitration, then:

(i) it will amount to the initiation of RK e-ADR Federation Arbitration Clause between the parties and the other party would be required to register themselves on the RK e-ADR Federation by providing basic information.

(ii) Claimant shall upload the following document to initiate the arbitration proceedings under RK e-ADR Federation Rules:

A. Full name and contact details of the parties to arbitration (including full address of both parties, email addresses and registered mobile numbers);

B. any agreement or contract out of or in connection with which the dispute has arisen;

C. a copy of the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship

D. a description of the general nature of the claim and an indication of the amount involved, if any

E. details of type of Dispute

F. number of arbitrators (i.e. one or three), venue/place of arbitration, and language in which arbitration is to be conducted if the parties have not previously agreed thereon

G. such other documents and information relevant to the dispute, as deemed fit by Claimant.

(c) If the other party fails to respond to the Invitation/Notice to Arbitration within the stipulated time as mentioned in sub-rule (b) of Rule 4.4 above, then this Federation shall proceed with the appointment of Arbitrator and the acceptance of the party will be deemed accordingly.

4.5 If any Court makes an order directing that an arbitration be held under RK e-ADR Federation Rules, the Claimant shall file such order of that Court or a copy thereof on the Federation Platform and accordingly register themselves as per Rule 4.3 of this Platform.

4.6 RK e-ADR Federation shall send an Arbitration Notification to the parties to the arbitration upon successful registration on the RK e-ADR Federation Online Platform.

4.7 In case one party to RK e-ADR Federation Arbitration Clause has filed suit in any court over the same subject matter, then upon request by the other party to RK e-ADR Federation Arbitration Clause the arbitration proceedings in accordance with the Federation Rules shall continue while noting any objections to the initiating party's jurisdiction. The party seeking to continue with the arbitration proceedings under Federation Rules, if served in such suit, shall file necessary application(s) to appraise the court of the existence of the RK e-ADR Federation Arbitration Clause.

4.8 In the event that Claimant fails to provide any information or comply with any of the requirements referred hereinabove, the Federation may fix a time not exceeding Forty Five (45) days from receipt of incomplete case information by Federation within which the Claimant must comply, failing which the file shall be closed.

PROVIDED that the Federation may, after considering the necessity of the case exceed the time limit for filing of or uploading the documents which are not in the physical possession of the Claimant for a period not more than thirty days after prior consent of the Federation.

4.9 If any information or particulars furnished by Claimant for arbitration is found to be incorrect or false, at any point of time subsequently, Federation shall have the power to reject the request for arbitration.

4.10 The Request for Arbitration shall be accompanied by payment to RK e-ADR Federation of the Registration Fee as required by Schedule I of the Federation.

4.11 If the Case Information provided by the Claimant does not comply with these Rules or if the Registration Fee is not paid, Federation may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, the arbitration shall be deemed to have commenced under Rule 4.2. If the Claimant fails to comply, the arbitration shall be deemed not to have commenced under Rule 4.2 of RK e-ADR Federation.

RULE 5: SERVE AND TRACK

5.1 Upon receipt of Request of Arbitration together with the Registration fees, RK e-ADR Federation shall:

- a) register the case and assign a unique case reference number;
- b) serve a notice to the Respondent(s) in a manner permitted by Rule 3 above, initiating the case against the Respondent(s) along with the requisite case details for accessing the case documents; and

c) track delivery of the notice sent to the Respondent(s) and maintain a log of such dispatch and delivery on the RK e-ADR Federation platform, which shall be available to each of the Parties to the respective arbitration on demand.

5.2 The notice referred to in Rule 5.1 above shall be sent to the address/es provided by the Claimant vide email/SMS/WhatsApp and such other electronic acceptable means of service as decided by the Federation. An option would be available to the Claimant to dispatch a physical copy of the notice along with the other modes of communication i.e. postal or courier service or any other appropriate means that provides a record of its delivery and place on record the proof of delivery of notice (subject to payment of appropriate fees).

RULE 6: ARBITRATION AGREEMENT

6.1 Arbitration Agreement means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

6.2 An Arbitration agreement may be in the form of an Arbitration clause in a contract or in the form of a separate agreement.

6.3 An Arbitration agreement shall be in writing.

6.4 An Arbitration agreement is in writing if it is contained in-

- a. a document signed by the parties.
- b. an exchange of letters, telex, telegrams or other means of telecommunication [including communication through electronic means] which provide a record of the agreement; or
- c. an exchange of statement of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

6.5 The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make the arbitration clause part of the contract.

RULE 7: CALCULATION OF TIME LIMIT

7.1 Time limits under these Rules shall begin to run on the day following the day when any communication is received or deemed received. If the last day of the time limit is an official holiday or a non-business day at the place of receipt, the time limit shall be extended until the first business day which follows official holidays or non-business days occurring during the running of the time limit shall be included in calculating the time limit.

7.2 The arbitration proceedings, in entirety (including passing of the award) should be concluded within a period of twelve months from the date the arbitral tribunal enters the reference but every endeavor should be made by the Tribunal to ensure that it is completed before such period as per Section 29A of Arbitration and Conciliation Act, 1996.

7.3 The final arbitral award must be rendered by the Arbitrator(s) within a period of three (3) months from the date of conclusion of hearing and the Arbitrators are advised to make the award as expeditiously as possible after the close of hearings.

7.4 The Tribunal may in exceptional circumstances and for reasons to be recorded in writing, extend the period set out in Rule 7.2 by a further period not exceeding six months.

7.5 If the circumstances of the case so justify, Federation may amend the time limits provided for in these Rules, as well as any time limits that it has set, whether any such time limits have expired. Federation shall not amend any time limits agreed by the parties or set by the tribunal or emergency arbitrator, unless the parties agree or the tribunal or emergency arbitrator plea or otherwise.

7.6 In construing the periods mentioned in this rule, any duration for which the proceedings have been stayed by a court of law will be excluded.

RULE 8: ROOM OF VIRTUAL HEARING

8.1 Federation shall allocate a private and secure Virtual Hearing Room for the case and upload all case related documents filed until the date of the creation of the Virtual Hearing Room, on the earlier of:

- a) Any of the Respondent(s) accessing the RK e-ADR Federation Platform and providing the details necessary under Rule 9.1 below; or
- b) The appointment of the Arbitrator(s) in accordance with Rule 11 below.

8.2 Federation shall provide each of the Claimant(s), Respondent(s) and the Arbitrator(s) access to the Virtual Hearing Room pertaining to their respective case. Unless the parties jointly request otherwise or the Tribunal so directs, the member of the Federation shall remain a party to the Virtual Hearing Room to assist with any administrative or technical issues that may arise. The member of Federation shall however, not participate in any video conference arranged through the Virtual Hearing Room unless requested by the parties jointly, or ordered by the Tribunal.

8.3 Federation shall create a Virtual Hearing Room for:

- a) The Claimant(s) and such other person requested by the Claimant to be included in such hearing room 1 week before the date fixed along with requisite fees if directed by the Tribunal, for the creation of such a room;
- b) The Respondent (s) and such other person requested by the Respondent to be included in such hearing room 1 week before the date fixed along with requisite fees if directed by the Tribunal, for the creation of such a room;
- c) The Tribunal and such other person requested or directed by the Tribunal, to be included in such hearing room along with requisite fees, for the creation of virtual hearing room.

RULE9: RESPONSE TO THE NOTICE OF ARBITRATION

9.1 The Respondent(s) shall file a Response to the Notice of Arbitration (“Response”) by posting or uploading its response at our platform or through email together with all supporting documents within fifteen days of receipt of the Notice of Arbitration. The Response shall include:

- a) a confirmation or denial of all or part of the claims made by the Claimant(s);
- b) comments, if any, on the jurisdiction of the Tribunal;
- c) a description of the nature and circumstances of the dispute giving rise to a counterclaim (if any) and of the basis upon which such counterclaims (if any) are made;
- d) quantification of the counterclaim amount, or where non-monetary reliefs are sought, the value of the property in respect of which such non-monetary reliefs are sought, or the approximate value of the non-monetary relief sought;
- e) a clear statement specifying the relief(s) claimed;
- f) a brief statement as to whether any urgent interim reliefs are sought, and if so, within what time-frame such reliefs are sought and the nature of the urgent interim reliefs sought;
- g) unless otherwise agreed by the parties, comments, if any, as to the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or comments on the Claimant(s)’s proposal for a sole arbitrator, or a counter-proposal of a sole arbitrator, if the arbitration agreement provides for a sole arbitrator to be mutually agreed by the Parties; and
- h) any comment in response to any statements contained in the Notice of Arbitration.
- i) the name, address and/or email address of the Respondent and of its representatives (if different from the description contained in the Notice of Arbitration);
- j) Federation shall transmit the case file to the Arbitral Tribunal as soon as it has been constituted, provided that any deposit requested by Federation has been paid.

RULE 10: REPLY TO THE RESPONSE

10.1 In the event the Respondent(s) has raised a counterclaim, the Claimant(s) shall file a Reply to the counterclaim by posting or uploading it on the website together with all supporting documents within ten days of receipt of the Response to the Notice of Arbitration. The Reply shall include:

- a) a confirmation or denial of all or part of the counterclaims made by the Respondent(s);
- b) unless otherwise agreed by the parties, comments on the Respondent(s)' counter-proposal for a sole arbitrator (if any) if the arbitration agreement provides for a sole arbitrator to be mutually agreed by the Parties; and
- c) any comment in response to any statements contained in the Response.

10.2 Unless otherwise agreed, in the event the Respondent(s) has not raised a counterclaim but has made a counter-proposal for a sole arbitrator in circumstances where the arbitration agreement provides for a sole arbitrator to be mutually agreed by the Parties, then, within Seven days of receipt of the Response to the Notice of Arbitration, the Claimant shall provide its comments on such proposal by uploading it on the website (upload documents).

RULE 11: NUMBER OF ARBITRATORS AND DECLARATION

11.1 If the parties have not agreed upon the number of arbitrators before the arbitration commences or within 30 days from the date the Request/Notice of Arbitration is received by the Respondent, Federation shall decide whether the case shall be referred to a sole arbitrator or to three arbitrators or so, taking into account the issues involved/quantum of the claim.

11.2 Where a case is conducted under a Fast Track Procedure in accordance with Rule 48.

11.3 When the Federation approach an Arbitrator/Arbitrators for his/her possible appointment, he/she shall disclose in writing any circumstances-

(a) such as the existence either direct or indirect, of any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and

(b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within a period of twelve months.

Explanation 1. The grounds stated in the Fifth Schedule of Arbitration and Conciliation Act, 1996 shall guide in determining whether circumstances exist which give rise to justifiable doubts as to the independence or impartiality of an arbitrator.

Explanation 2. The disclosure shall be made by such person in the form specified in the Sixth Schedule of Arbitration and Conciliation Act, 1996]

RULE 12: APPOINTMENT OF ARBITRATOR

12.1 Unless the parties agree otherwise, all disputes referred to Arbitration under the Rules shall be determined by a Sole Arbitrator to be appointed by the Federation.

12.2 If the parties have agreed that the Tribunal shall comprise of a Sole Arbitrator, the Federation then appoint the Sole Arbitrator.

12.3 If the parties have agreed that the Tribunal shall comprise three Arbitrators then, unless otherwise agreed, the Federation shall nominate one Arbitrator each for the Claimant and as well as for the Respondent and the two appointed Arbitrators shall together nominate a third presiding Arbitrator.

12.4 If the procedure set out in Rule 12.3 is followed and the two party nominated Arbitrators fail to nominate a Presiding Arbitrator within fourteen days from the date of the appointment of the two Arbitrators, then Federation shall appoint such Arbitrator.

12.5 In the event the Claimant has made a request for urgent interim relief, and, under the Rules or the terms of the agreement between the parties, then Federation shall endeavor to

constitute the Tribunal within five working days of receiving the request of Arbitration or, receiving the fees payable to appoint the Tribunal, whichever is later.

12.6 A Tribunal shall be considered to have been constituted upon the appointment of all members of the Tribunal, and in case of a Sole Arbitrator, upon the appointment of the Sole Arbitrator.

12.7 Any Arbitrator appointed in an Arbitration under the Rules, whether nominated by the Federation or the nominees must at all times remain independent and impartial. An Arbitrator shall immediately disclose to the parties, to the other Arbitrators and to the Federation any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the Arbitration.

12.8 No party or person acting on behalf of a Party shall have any ex-parte communication relating to the case with any Arbitrator. Communication between a Party and a proposed nominee, even if ex-parte, shall be limited to communicating the general nature of the dispute, the value involved, the proposed nominee's qualifications, availability or conflict in relation to the Parties and the dispute.

12.9 Once the Arbitrator(s) nominated by the Federation from the in-house-panel of qualified and impartial Arbitrators, Notice for intimating the name and other credentials of the nominated Arbitrator along with their disclosure and other necessary details of the case along with the date and time of hearing, be send to both the parties in a manner permitted by Rule 3 of Rules and Regulations of RK e-ADR Federation.

RULE 13: CONFIRMATION OF THE ARBITRAL TRIBUNAL

13.1 In case of three tiers of Arbitrators, the third presiding Arbitrator appointed as per Rule 12.3 from the Panel of Arbitrators, are subject to confirmation by the Federation, upon which the appointments shall become effective. In case of non-confirmation for any reason, the Federation appointed Arbitrators shall be free to appoint afresh.

RULE 14: FEES AND EXPENSES OF ARBITRAL TRIBUNAL

14.1 The fees and expenses of the Arbitral Tribunal shall be determined by the Federation in accordance with Schedule II.

14.2 The Administrative Fees and the Arbitral Tribunal's Fees and expenses shall be shared equally between the Parties;

14.3 If the Claimant or the Respondent has made an application seeking urgent interim relief, or in any other circumstance where the Claimant or the Respondent wishes to expedite constitution of the Tribunal or the hearing on the matter, then it shall be open to the Claimant or the Respondent, as the case may be, to pay the full fees payable towards appointment of the Tribunal, and the full payable towards Administrative Fees and Arbitrators Fees, including the fees payable by the counterparty, unless the Federation permits a party to pay such lesser sum as may be considered appropriate in the circumstances of the case. These fees shall be calculated:

- a) In case of the Claimant, by reference to the claim value as per the details or documents uploaded on the Website and the fees and expenses of the tribunal will be pronounced by the Arbitrator on the primary hearing.
- b) In case of the Respondent, by reference to the sum of the claim (if there is no counterclaim) or the value of the counterclaim (if there is a counterclaim), at the time of filing the Response to the Notice of Arbitration or claim.

14.5 In the event the Federation has authorized payment of sums lower than the full amount payable towards the administration and the Tribunal's fee, then the Federation may request the parties to pay the balance portion any time during the arbitration proceedings, within such time as may be prescribed. In the event either or both of the parties fail to make payment, and the other party fails to clear the arrears in payment within the time limits provided, then the arbitration proceedings will be suspended for a period of thirty days and if no payment is received even during this period then the proceedings will be declared closed, subject without prejudice to the right of

the Claimant and the Respondent to initiate another proceedings on the same cause of action as may be permitted by law.

14.6 In the event an Arbitrator has been replaced during the arbitration proceedings in accordance with the Rules, and there are arrears in the fees payable to the Tribunal in accordance with the Rules on account of the removal of an Arbitrator, and it has not been recovered from the Arbitrator so removed, then the Parties will be invited to clear such arrears in equal proportion within fifteen days of such removal. In the event sufficient payment is not received within this period and the Claimant fails to ensure full payment of the total fees payable towards resolving the Claim, or if the Respondent fails to ensure full payment of the total fees payable towards resolving the counterclaim, within a further five days, then the Claim and/or the counterclaim, as the case may be, shall not be taken up for further consideration by the Tribunal. If full payment is received neither in respect of the Claim nor the counterclaim within this period then the case may be closed by the Federation in its absolute discretion, without prejudice to the right of the Claimant and the Respondent to initiate another proceedings on the same cause of action as may be permitted by law.

14.7 Prior to the issuance of an Award, the Tribunal shall intimate the parties of any additional fees, over and above those already paid by the Parties, that may have to be paid, including with respect to any reasonable out-of-pocket expenses necessarily incurred by the Tribunal (the reasonableness of which will be solely determined by the Federation). The Claimant and the Respondent shall bear these expenses in equal part. In the event either party fails to make payment of their respective portion of the fees provided herein, the other party may make good these payments. The Tribunal shall proceed to issue or pronounce the Award only upon receipt of all such payment.

14.8 Each Member of the tribunal is entitled to be paid as per the Schedule II of RK e-ADR Federation.

RULE 15: QUALIFICATION OF ARBITRAL TRIBUNAL

15.1 At the time of appointing an Arbitrator, Federation shall have due regard to the qualifications, if any, required by the Parties. Before confirming a nomination or appointing an arbitrator, Federation shall obtain a confirmation from the Arbitrator stating that:

- a) the Arbitrator is, failing any exigencies, able to commit sufficient time to the arbitration;
- b) the Arbitrator has read, understood and agrees to abide by requirement of conducting arbitration proceedings in accordance with, and within the time limits set out in, the Rules;
- c) the Arbitrator is agreeable to the fee schedule set out by the Federation; and
- d) the Arbitrator is not under any conflict to act as an Arbitrator on grounds of lack of independence and impartiality. At the time of confirming absence of any conflict, the Arbitrator shall disclose in writing any circumstances which may give rise to justifiable doubts as to his independence or impartiality.

15.2 No party or its representatives shall have any ex-parte communication relating to the arbitration with any Arbitrator or a potential Arbitrator.

15.3 General norms applicable to the Arbitrator:

- (i.) The Arbitrator shall be a person of general reputation of fairness, integrity and capable to apply objectivity in arriving at settlement of disputes.
- (ii.) the Arbitrator must be impartial and neutral and avoid entering into any financial business or other relationship that is likely to affect impartiality or might reasonably create an appearance of partiality or bias amongst the parties.
- (iii.) the Arbitrator should not involve in any legal proceeding and avoid any potential conflict connected with any dispute to be arbitrated by him.
- (iv.) the Arbitrator should not have been convicted of an offence involving moral turpitude or economic offence.

(v.) the Arbitrator shall be conversant with the Constitution of India, principles of natural justice, equity, common and customary laws, commercial laws, labour laws, law of torts, making and enforcing the Arbitral Awards.

(vi.) the Arbitrator should be able to understand key elements of contractual obligations in civil and commercial disputes and be able to apply legal principles to a situation under dispute and also to apply judicial decisions on a given matter relating to Arbitration; and

(vii.) the Arbitrator should be capable of suggesting, recommending or writing a reasoned and enforceable Arbitral Award in any dispute which comes before him for adjudication.”

RULE 16: GROUNDS FOR CHALLENGE THE ARBITRAL TRIBUNAL

16.1 An appointment of 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 qualifications agreed by the parties. A party may challenge the Arbitrator designated by the Federation only for reasons of which it becomes aware after the appointment has been made.

16.2 In the event a party wishes to challenge the appointment of an Arbitrator, the party shall file the notice of challenge, providing the information necessary to support its challenge. A challenge can only be made within fifteen days from the date on which the party seeking to challenge the Arbitrator became aware, or should reasonably have become aware, of the grounds giving rise to the challenge.

16.3 The challenged Arbitrator may also choose to voluntarily withdraw as an Arbitrator from such Arbitration, in which case the Federation will appoint a new Arbitrator from the Panel.

16.4 Unless the Arbitrator being challenged or the non-challenging party agrees to the challenge within fifteen days from receiving the notice of challenge, the tribunal shall decide on the challenge. Pending the determination of the challenge, the Arbitral Tribunal (including the challenged Arbitrator) may continue or suspend the Arbitration

proceedings. However, the decision to the challenge should be taken as expeditiously as possible but not later than three months.

16.5 In the event a challenge to the appointment of an Arbitrator is unsuccessful, a suspension, if any, ordered by the Tribunal shall stand automatically vacated, and the proceedings of the Tribunal can continue as normal. In such a situation, the Federation may in its discretion also impose a fine, payable to the Federation, on the party making the unsuccessful challenge.

16.6 Except where the challenged Arbitrator withdraws voluntarily, or where Parties mutually agree to replace the challenged Arbitrator, the tribunal shall pass a reasoned order regarding the challenge made, and the same shall be made available on the website.

16.7 In case of death of the appointed Arbitrator or due to impossibility for such appointed Arbitrator to act, Federation shall have the sole discretion to appoint a new Arbitrator from the Panel and such newly appointed Arbitrator, as far as Arbitration proceedings have taken place, will continue proceedings from thereon and any action taken prior to such replacement will not be affected.

16.8 Notwithstanding any prior agreement to the contrary, any person whose relationship, with the parties or counsel or the subject-matter of the dispute, falls under any of the categories specified in the Seventh (VII) Schedule of Arbitration and Conciliation Act, 1996 shall be ineligible to be appointed as an arbitrator.

RULE 17: TERMINATION OF MANDATE AND SUBSTITUTION OF ARBITRATOR

17.1 (1) The mandate of an Arbitrator shall terminate and he/she shall be substituted by another Arbitrator;

(a) he/she becomes de jure or de facto unable to perform his functions or for other reasons fails to act without undue delay; and

(b) he/she resign or recuse from his office or the parties agree to the termination of his mandate.

(2) If a controversy remains concerning any of the grounds referred to in clause (a), a party may, unless otherwise agreed by the parties, apply to the Federation to decide on the termination of the mandate.

17.2 If, at the request of a party, Federation determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to designate a substitute Arbitrator, Federation may, after giving an opportunity to the parties and the remaining Arbitrators to express their views:

(a) appoint the substitute Arbitrator; or

(b) authorise the other Arbitrators to proceed with the Arbitration and make any decision or award.

17.3 In the event an arbitrator refuses, or fails to act in accordance with the Rules, or fails to act with due diligence and/or in a manner that ensures the fair, expeditious, economical and final resolution of the dispute, the Federation, either on its own motion, or upon a request made by a Party, shall intimate the concerned arbitrator calling upon him/her to comply. In the event, despite sufficient opportunity, the arbitrator fails to comply, and the Federation is prima facie of the view that removal of such an arbitrator is appropriate, then the Federation shall create a virtual private hearing room with all members of the Tribunal, the Parties and follow the same process as followed in the context of a challenge to an Arbitrator, to consider whether it is appropriate to remove the Arbitrator.

17.4 Where the Arbitrator dies or has been successfully challenged or mandate of an Arbitrator terminates or has been otherwise removed or has resigned or recused, a substitute Arbitrator shall be appointed according to the rules that were applicable to the appointment of the Arbitrator being replaced.

17.5 Unless otherwise agreed by the parties, where an Arbitrator is replaced under this rule any hearings previously held may be repeated at the discretion of the Arbitral Tribunal.

17.6 Unless otherwise agreed by the parties, an order or ruling of the Arbitral tribunal made prior to the replacement of an Arbitrator under this section shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.

17.7 In the event an Arbitrator is replaced either on account of a challenge under Rule 16 or under this Rule 17, during the course of the Arbitration, then the hearings already conducted shall not be repeated where:

- a) Examination of witnesses has not occurred; or
- b) If examination of some or all witnesses has taken place, but a video, audio or a verbatim transcript of such hearings is available.

In all other cases, the Tribunal may, in consultation with the parties, consider whether it is appropriate to repeat any hearings already concluded, bearing in mind the principles of fairness and the need for fast and effective resolution of matters. In all cases, it shall always be available for the Tribunal to request a hearing to seek necessary clarification from the Parties.

RULE 18 : CONDUCT OF ARBITRATION PROCEEDINGS

18.1 The Tribunal has the right to conduct proceedings in a manner it deems appropriate in the circumstances of the case, with the generic objective of delivering a fair, fast, economical and final resolution of the dispute. The Tribunal shall be transparent with its processes, provide parties sufficient advance intimation of the steps involved, including the time required to draft an Award, and, where possible, attempt to consult with the Parties and arrive at a mutually agreeable process as to the manner in which proceedings shall be conducted. This includes, without limitation:

- a) The power to determine the relevance, materiality and admissibility of evidence, subject to following principles of fairness and natural justice. Unless required by law, the

Tribunal is not bound by the civil procedure rules or the rules of evidence of any specific country while making its determination.

b) Subject to mandatory provisions of the applicable law, the right to determine matters on a documents-only basis in appropriate cases, except where both parties agree that an oral hearing is necessary.

c) The power to determine the order of proceedings, bifurcate proceedings, direct parties to focus their arguments and evidence to the matters in dispute, exclude irrelevant evidence, impose time limits on arguments, impose page limits on submissions etc.

d) The right to take such measures as may be necessary to encourage parties to explore amicable dispute resolution options at any time of the dispute, provided that no member of the Tribunal shall himself or herself act as the mediator for such dispute.

18.2 The Tribunal will receive all written submissions, applications, responses, evidence affidavits etc. on the web portal of this Platform by uploading the applications and other related documents.

18.3 In a Tribunal comprising three members, unless otherwise agreed by the parties, the President of the Tribunal may make determination on issues of procedure, subject to the right of the Tribunal to make suitable amendments where necessary.

18.4 The Tribunal and the Parties are entitled to sign any documents or orders relating to the arbitration proceedings. The tribunal may sign any document or order electronically, using the digital signature also and no Party or member of the Tribunal shall insist on a physical signature, except where required by law or where it is necessary to avail the assistance of the courts in any jurisdiction. However, if either party requests a physical copy with an ink signature, the Tribunal shall be required to provide a copy of a signed, physical hard copy of the Award to such Party.

18.5 The Arbitral tribunal and the parties shall do everything necessary to ensure the fair and efficient conduct of the Arbitration.

18.6 The parties may be represented by persons of their choice, subject to Rule 18.7. The names, addresses and/or email addresses of party representatives shall be communicated to all other parties, Federation and the arbitral tribunal once constituted. The arbitral tribunal, emergency arbitrator or Federation may require proof of authority of any party representatives.

18.7 After the Arbitral tribunal is constituted, any change or addition by a party to its legal representatives shall be communicated promptly to all other parties, the Arbitral tribunal and the Federation.

18.8 Where the parties agree to pursue other means of settling their dispute after the arbitration commences, the Federation or the Arbitral tribunal may, at the request of any party, suspend the Arbitration procedure, as applicable, on such terms as it considers appropriate. The Arbitration Procedure shall resume at the request of any party to the Federation or the Arbitral tribunal.

18.9 In all matters not expressly provided for in these Rules, the Arbitral tribunal and the parties to the dispute shall act in the spirit of these Rules.

18.10 The Arbitral tribunal shall make every reasonable effort to ensure that an award is valid.

RULE 19: FIRST PROCEDURAL CONFERENCE

19.1 The Tribunal shall hold a first procedural conference as soon as possible upon their constitution, and in all cases within thirty days from the date of their constitution.

19.2 During the First Procedural Conference, the Tribunal shall consider aspects that would enable a timely and cost-effective resolution of matters.

19.3 The Tribunal is encouraged to consider with the parties, at the outset, and preferably during or before the First Procedural Conference, the possibility of a settlement.

19.4 During the First Procedural Conference, the Tribunal is encouraged to understand the parties' position as regards:

- a) Statement of Claim
- b) the legal seat of the arbitration;
- c) the law applicable to the arbitration;
- d) the procedural rules governing the arbitration;
- e) the language of the arbitration;
- f) standard or guidelines (if any), that may be applied with respect to taking of evidence, party representation, cyber-security etc.;
- g) jurisdictional objections (if any);
- h) bifurcation of proceedings (if necessary);
- i) manner and sequence of submission of pleadings;
- j) necessity for witness statements, and if felt necessary, the anticipated number of witness, nature of witnesses (expert/factual), the manner of their production, the sequence of adducing witness statements, and the nature of matters that may be covered in the witness statements etc.;
- k) the proposed timeline of the entire Arbitration proceedings, with indication of the time and the time zone that will be followed to consider timely filing of submissions;
- l) the procedure to be adopted by either party for requesting extension of time (if necessary), and limitations, if any that may be imposed;
- m) the manner and mode by which parties will communicate, bearing in mind the default mode of communication prescribed under the present Rules, and reasons for deviation, if any;
- n) the format of the submission of the various pleadings, documents and evidence by the parties, including the submissions, factual exhibits, legal exhibits etc. that may be adopted during the course of the arbitration proceedings;

- o) the need for translations of documents (if necessary);
- p) the need for document production, and if necessary, proposals regarding the manner in which any production of documents may be conducted;
- q) recording and transcription of hearings, if necessary; and
- r) confidentiality and privacy of proceedings.

19.5 The Tribunal after duly discussion with the Federation shall assess the Claim and/or the Counter Claim and will ascertain the Administrative Fees and the Arbitrators Fees, in terms of Schedule I and II, payable by both the parties equally. Arbitrator shall issue a communication to both sides and request them to deposit the above fees within fifteen days of receipt of communication.

19.6 If the Respondent side fails to make payment of its share of Administrative Fees and the Arbitrators Fees within fifteen days, then Arbitrator shall communicate it to the Claimant for depositing the Respondent's share of above fees within 7 days.

19.7 In case the above payments are not made as stipulated above, the case shall not proceed further.

19.8 The Tribunal shall endeavour to, no later than five days from the date of the first procedural conference, issue an order relating to the matters set out in Rule 19.4 and 19.5 above. In particular, where oral hearings are necessary, the Tribunal shall use its best endeavours to ensure that the entire hearing on the merits of the matter (unless bifurcated), and not including any hearings necessary to consider procedural matters or interim applications, is conducted on consecutive days.

RULE 20: SUBMISSIONS OF PARTIES

20.1 All pleadings filed subsequent to the First Procedural Conference (if any), shall be submitted in the manner and form prescribed by the Tribunal pursuant to Rule 19 above. In the event the Tribunal orders to filing of a detailed Statement of Claim, Statement of Defence, Statement of counterclaim, Reply to the

counterclaim, Rejoinder or any such variant, then all such pleadings shall contain a statement of facts supporting the claim/defence, as appropriate together, with specific references to the documents supporting any factual assertion, the legal grounds or arguments supporting the claim or defence, the relief claimed together with the amount of all quantifiable claims and all documents (not previously provided) relevant to proving the factual or legal assertions made.

20.2 A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the Arbitration agreement.

20.3 If any Party fails to comply with any of the timelines set out by the Tribunal, prescribed under these Rules, or otherwise agreed by and between the Parties, then the Tribunal shall, unless the Party acting in breach of such timelines provides valid justification for the failure to comply with such timelines, have the power to proceed without such submission, where possible. In the event the Claimant is in breach of the timelines set out in respect of any submission relating to its claim, or the Respondent is in breach of the timelines set out in respect of any submission relating to its counterclaim, and the Tribunal feels that it is not in a position to continue the Arbitration proceedings with respect to such claim or counterclaim, as the case may be, then the Tribunal shall have the power to issue an order for the termination of the Arbitral proceedings, in so far as it relates to such claim or counterclaim, or give such other directions as may be appropriate.

RULE 21: SEAT, VENUE AND MODE OF ARBITRATION

21.1 The parties may agree on the seat and mode of Arbitration. Parties can also agree for online mode of Arbitration as well as a mix of online and offline modes i.e. hybrid mode.

21.2 Where there is no agreement as to the seat and mode, the seat of arbitration shall be RK e-ADR Federation, New Delhi, unless the Arbitral tribunal determines, having regard to the circumstances of the case, that another seat is more appropriate. Unless the parties have agreed otherwise, the Arbitral tribunal may meet at any location outside of the seat of Arbitration which it considers appropriate for consultation among its members, hearing witnesses, experts or the parties, or the inspection of goods, other property or documents. The Arbitration shall nonetheless be treated for all purposes as an Arbitration conducted at the seat.

RULE 22: APPLICABLE LAW

22.1 Where parties have designated the applicable law or rules of law to be applied to the substance of the dispute, the Tribunal shall apply those rules. Where there is no prior agreement amongst the parties as to the applicable law, the Tribunal shall apply such law as it deems appropriate. The Tribunal may decide the dispute *ex aequo et bono* (only to the right and good) in the event that all parties have expressly authorized that the dispute may be decided on such basis.

RULE 23: LANGUAGE

23.1 The parties are free to agree upon the language or languages to be used in the Arbitral proceedings.

23.2 Where parties have not previously agreed on a language to be used in the Arbitration, such determination shall be made by the Tribunal. The tribunal may agree to use more than one language.

23.3 Where any party submits a document written in a language other than the language(s) of the Arbitration, the Tribunal, or where the Tribunal has not yet been constituted, the Federation may require such party to submit a translation.

RULE 24: PARTY REPRESENTATIVES

24.1 Any party to the arbitration may be represented by legal practitioners or any other authorized representatives. Where a party wishes to change or make an addition to its representatives after the Tribunal has been constituted, it shall promptly communicate such change/addition in writing to the other parties, the Tribunal as well as the Federation.

24.2 The Tribunal or the Federation may require proof of authority of any party representatives at any time prior to, and during the proceedings.

RULE 25: STATEMENT OF CLAIM

25.1 Within the period of time agreed upon by the parties or determined by the Arbitral tribunal, the Claimant shall state the facts supporting his claim and file the Statement of Claim by uploading it on the website of this platform along with the supporting documents.

25.2 The Claimant shall deliver the same to the opposite party within thirty days of issuance of notice of proceeding or the period determined by the Arbitral Tribunal, which is extendable up to fifteen days in exceptional circumstances.

25.3 The Statement of Claim shall include the following particulars:

- (a) a statement of the facts supporting the claim;
- (b) the points at issue;
- (c) the legal arguments supporting the claim; and
- (d) the relief or remedy sought.

25.4 The Claimant shall annex to its Statement of Claim all supporting materials or documents on which the claimant relies.

RULE 26: STATEMENT OF DEFENCE

26.1 Unless the Statement of Defence was contained in the Answer/Reply to the Notice of Arbitration (or the Respondent elects to treat the Answer to the Notice of Arbitration as the Statement of Defence), the Respondent shall communicate its Statement of

Defence to all other parties and to the arbitral tribunal within a time limit to be determined by the arbitral tribunal.

26.2 The Statement of Defence shall reply to the particulars of the Statement of Claim (set out in Rule 25.3(a) to (c)). If the Respondent has raised an objection to the jurisdiction or to the proper constitution of the arbitral tribunal, the Statement of Defence shall contain the factual and legal basis of such objection.

26.3 Where there is a counterclaim, set-off defence or cross-claim, the Statement of Defence shall also include the following particulars:

- (a) a statement of the facts supporting the counterclaim, set-off defence or cross-claim.
- (b) the points at issue.
- (c) the legal arguments supporting the counterclaim, set-off defence or cross-claim and
- (d) the relief or remedy sought.

26.4 The Respondent shall annex to its Statement of Defence all supporting materials or documents on which it relies.

26.5 The Respondent shall within 30 days file his statement of defence, which is extendable up to 15 days in exceptional circumstances.

26.6 Counter claim and reply to Counter claim along with the statement of defense any counterclaim made by the respondent shall be filed with all the necessary and relevant documents as in the case of the claim under Rule 25 within thirty days of receiving the claim along with the statement of defense and the claimant may within thirty days of the receipt of the defence statement with the counter claim, reply to the counterclaim within a further period of thirty days.

RULE 27: AMENDMENTS TO THE CLAIM OR DEFENCE STATEMENT

27.1 During the course of the arbitration, a party may amend or supplement its claim or defence, unless the arbitral tribunal considers it inappropriate to allow such amendment

having regard to the circumstances of the case. However, a claim or defence may not be amended in such a manner that the amended claim or defence falls outside the jurisdiction of the arbitral tribunal and falls outside the scope of the Arbitration agreement.

27.2 The Federation may adjust its Administrative Fees and the Arbitral Tribunal's Fees (where appropriate) if a party amends its claim or defence.

RULE 28: HEARINGS

28.1 Where the parties have reached mutual agreement on holding a documents-only arbitration or where it has been otherwise stipulated, the dispute may be decided on a documents-only basis. Where either party requests the Tribunal or where the Tribunal in its discretion determines a hearing to be necessary, one or more hearings shall be held including jurisdictional hearings. Parties shall be able to make submissions and present evidence before the Tribunal during any such hearings.

28.2 The date, time and details of the hearings shall be determined by the Tribunal after consultation with the parties. Parties shall be given reasonable notice or mails as regards the details of any such hearings that are scheduled. If a party fails to make an appearance at a hearing and sufficient cause is not provided for its absence, the Tribunal may proceed with the hearing and produce the Award based on the evidence, submissions, documents and material before it.

28.3 The Tribunal will endeavour to conduct all oral hearings, where necessary, on the Online Platform. In the event all parties requested, or where in appropriate cases, the Tribunal determines, that an in-person hearing is necessary for all or some of the hearings, then it shall be available to the Tribunal to conduct such hearings in person at a venue that is determined by the Tribunal in consultation with the Parties. Provided always that if all Parties to the dispute request that the hearing be held online then the Tribunal shall hold the relevant hearings on the Federation platform or the Federation web portal, unless the Tribunal identifies compelling circumstances necessitating conducting such hearings on an alternate online platform.

28.4 In the event hearings are requested or required to be held in person, or on a different online platform, the Tribunal after consulting with the Federation determine who shall bear the costs associated with conducting the hearing at such a venue. In such an event, or in the event, for compelling reasons, an online hearing is conducted on a different online platform, the Tribunal shall endeavour to arrange for the record of such hearing, transcripts (if any) and all documents generated or exchanged during such hearing, to be uploaded on the Federation Platform no later than 24 hours after the completion of the hearing, with a clear indication as to the nature of the documents uploaded and a brief description of the party responsible for filing or preparing the relevant document that has been uploaded.

28.5 Each party shall have the burden of proving the facts relied on to support its claim or defence.

28.6 The arbitral tribunal shall determine the admissibility, relevance, materiality and weight of the evidence, including whether to apply strict rules of evidence.

28.7 At any time during the arbitration, the arbitral tribunal may allow or require a party to produce documents, exhibits or other evidence that the arbitral tribunal determines to be relevant to the case and material to its outcome. The arbitral tribunal shall have the power to admit or exclude any documents, exhibits or other evidence.

28.8 The arbitral tribunal shall decide whether to hold hearings for presenting evidence or for oral arguments, or whether the arbitration shall be conducted solely on the basis of documents and other materials. The arbitral tribunal shall hold such hearings at an appropriate stage of the arbitration, if so requested by a party or if it considers fit. In the event of a hearing, the arbitral tribunal or Federation shall give the parties adequate advance notice of the relevant date, time and place.

28.9 The arbitral tribunal may determine the manner in which a witness or expert is examined.

28.10 The arbitral tribunal may make directions for the translation of oral statements made at a hearing and for a record of the hearing if it deems that either is necessary in the circumstances of the case.

28.11 Hearings shall be held in private unless the parties agree otherwise. The arbitral tribunal may require any witness or expert to leave the hearing room at any time during the hearing.

28.12 In addition, the Arbitrator/s may duly summon and hear any other person/witness in the presence of the parties and the commission for the purpose of taking evidence, the Arbitral Tribunal may have recourse to the provisions of Section 27 of the Arbitration and Conciliation Act, 1996.

28.13 The Arbitral Tribunal shall be empowered to appoint a Commission to investigate and report on any matter in dispute between the parties. The Arbitral Tribunal shall further enjoy such other powers as are entrusted to it by the provisions of the Arbitration and Conciliation Act, 1996.

28.14 The Tribunal may direct that witness evidence be provided in written form as an affidavit, a signed statement or other form of documentation. Where appropriate, the Tribunal may also require that a witness provide oral testimony.

28.15 The Tribunal may, in its discretion limit the number of witnesses providing oral testimony at a hearing or disallow any witness from providing evidence. Oral evidence provided by witnesses may be subject to questioning by the parties, party representatives or the Tribunal. The Tribunal may determine the manner in which such questioning is to take place.

28.16 Where a party wishes to call on a witness to provide oral evidence, including expert evidence, the Tribunal may require the parties to provide the identity of the witness, the subject matter of the oral testimony and the relevance of the witness evidence to the issues in dispute.

28.17 In the event that a witness fails to attend oral examination and where written evidence has already been provided, the Tribunal may place such weight on the written testimony as it thinks appropriate. The Tribunal may also disregard such written testimony or exclude it altogether.

28.18 In the event either Party so requires, or if the Tribunal considers appropriate, where a witness is examined online, the Tribunal has the power to require the witness to undertake that she/he is not being coached or tutored in any manner, and to this end may direct the witness to enable the presence of an observer to be present with him during the testimony, use multiple devices to capture his surroundings, share the screen from which he/she is participating in proceedings and/or undertake such other measures as may be ordered.

RULE 29: EXPERTS APPOINTED BY TRIBUNAL

29.1 Unless the parties have otherwise agreed, following consultation with the parties, the Tribunal may appoint one or more experts to report to it on specific issues. The Tribunal may also require any party to give the expert any relevant information or produce or provide access to any relevant documents, goods or property for examination.

29.2 The Tribunal Appointed Expert shall deliver a written or oral report to the Tribunal. Such report shall be uploaded in written or video form onto the Federation Online Platform. The report shall also be made accessible to the Parties and the Tribunal shall invite parties to comment on the report. Unless otherwise agreed, if a party makes a request or if the Tribunal considers it necessary, the expert shall, after the delivery of his/her oral or written report, participate in an oral hearing where the parties shall have the opportunity to examine the expert.

RULE 30: JURISDICTION OF ARBITRAL TRIBUNAL

30.1 The Tribunal shall have the power to rule on questions of its jurisdiction as well as on any points of dispute regarding the existence, validity and/or scope of the arbitration agreement. Where the Arbitration agreement forms part of a contract, such agreement is

not made invalid by virtue of any decision by the Tribunal as to the validity of the contract itself.

30.2 Any objections as to the Tribunal's jurisdiction must be raised no later than at the point of filing the Response to the Statement of Claim. Where the objection arises during the Arbitral proceedings and relates to the Tribunal exceeding the scope of its jurisdiction, such objection must be raised within fifteen days of the matter allegedly outside of the scope of jurisdiction arises. A party may raise an objection to the jurisdiction of the Tribunal even where it has nominated or participated in the nomination of an Arbitrator.

30.3 The Tribunal may allow the time limits set out in Rule 30.2 above to be exceeded where it considers such delay to be justified and such delay does not prejudice the other party.

30.4 Where a party has raised an objection as to the existence or validity of the Arbitration agreement or to the competence of Federation to administer an Arbitration and such objection is raised prior to the constitution of the Tribunal, the Federation shall consider such an objection. The Arbitration shall proceed only if the Federation is prima facie satisfied as to the validity of the Arbitration agreement and as to the competence of RK e-ADR Federation to administer the Arbitration.

RULE 31: INTERIM MEASURES

31.1 At the request of either party, the Arbitral Tribunal may order any interim measures it deems necessary or appropriate as provided for under Section 17 of the Arbitration and Conciliation Act, 1996.

31.2 An interim measure, whether in the form of an order or award or in another form, is any temporary measure ordered by the arbitral tribunal at any time before it issues the award by which the dispute is finally decided, that a party, for example and without limitation:

(a) maintain or restore the status quo pending determination of the dispute; or

- (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; or
- (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or
- (d) preserve evidence that may be relevant and material to the resolution of the dispute.

31.3 When deciding a party's request for an interim measure under Rule 31.2, the Arbitral Tribunal shall take into account the circumstances of the case. Relevant factors may include, but are not limited to:

- (a) harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
- (b) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.

31.4 The Arbitral Tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.

31.5 The Arbitral Tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.

31.6 The Arbitral Tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which an interim measure was requested or granted.

31.7 A request for interim measures addressed by any party shall not be deemed incompatible with the Arbitration agreement, or as a waiver thereof.

31.8 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the Arbitral Tribunal later determines that, in the

circumstances then prevailing, the measure should not have been granted. The Arbitral Tribunal may award such costs and damages at any point during the arbitration.

RULE 32: EMERGENCY ARBITRATION

When a party is in urgent need of some interim relief and cannot wait for the constitution of the Tribunal, it may apply for such relief in accordance with the procedure laid down herein below:

32.1 Such a party may, upon requesting of Arbitration by providing or uploading requisite documents or other case details but prior to the constitution of the Tribunal, may make an application for emergency interim relief. The party shall notify to the other parties to the Arbitration agreement for such measures.

32.2 The party making such an application for appointment of Emergency Arbitral Tribunal shall:

- (i.) describe the circumstances and the reason along with the nature of the urgency and the interim measures sought.
- (ii.) clearly make out specific reasons why the party is entitled to such relief.
- (iii.) file proof of service of such application upon the opposite parties.

32.3 The party invoking the provision of Emergency Arbitrator shall deposit the necessary fees, administrative charges and expenses as decided by the Federation within five days of raising of the demand.

32.4 The Federation shall appoint the Emergency Arbitrator as soon as possible but not later than Three days from the date of receipt of the fee as above.

32.5 The Emergency Arbitrator so appointed shall schedule a hearing including filing of pleadings as soon as possible but not later than Seven days of his/her appointment.

32.6 Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by the Federation to the parties or by the

Claimant to the Respondent(s) of the appointment of the Emergency Arbitrator and the circumstances disclosed.

32.7 The Emergency Arbitrator shall provide reasonable opportunity of being heard to all the parties and upon being satisfied may pass an interim order for reasons to be recorded.

32.8 The Federation shall ensure that the entire process from the appointment of the Emergency Arbitrator to making the Order shall be completed within fifteen days.

32.9 The Emergency Arbitrator may modify or vacate the interim order for good cause shown but the Emergency Arbitrator shall have no further power to act after the Tribunal is constituted.

32.10 Any order issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within ninety days of such order or when the Tribunal makes a final award or if the claim is withdrawn.

32.11 The order for urgent interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Tribunal on the merits of any issue or dispute that the said Tribunal may be required to determine.

32.12 The Tribunal may resume with the order passed by the Emergency Arbitrator or may vacate the interim order in accordance with the findings of the case by providing reasons in writing.

32.13 An order pursuant to the appointment of Emergency Arbitrator shall be binding on the parties when rendered. By agreeing to Arbitration under these Rules, the parties undertake to comply with such an order or award without delay.

RULE 33: DEFAULT IN COMPLETION OF PLEADINGS

33.1 If, within the time limit set by the Arbitral Tribunal, the Claimant has failed to communicate its statement of claim without showing sufficient cause for such failure, the Arbitral Tribunal may terminate the arbitration unless another party has brought a claim

and wishes the Arbitration to continue, in which case the tribunal may proceed with the arbitration in respect of the other party's claim.

33.2 If, within the time limit set by the Arbitral Tribunal, the Respondent has failed to communicate its written statement without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration.

33.3 If one of the parties, duly notified under these Rules, fails to present its case in accordance with these Rules including as directed by the Arbitral Tribunal, without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the arbitration and make an award on the basis of the evidence before it.

RULE 34: JOINDER OF ADDITIONAL PARTIES

34.1 The arbitral tribunal or, where the arbitral tribunal is not yet constituted, the Federation shall have the power to allow an additional party to be joined to the arbitration provided that:

- (a) prima facie, the additional party is bound by an arbitration agreement under these Rules giving rise to the arbitration, including any arbitration under Rule 35 or 36; or
- (b) All parties, including the additional party, expressly agree.

34.2 Any decision pursuant to Rule 34.1 is without prejudice to the arbitral tribunal's power to decide any question as to its jurisdiction arising from such decision.

34.3 Any Request/Application for Joinder shall be raised no later than in the Statement of Defence except in exceptional circumstances.

34.4 Before the Arbitral Tribunal is constituted, a party wishing to join an additional party to the arbitration shall communicate by filing a Request/Application for Joinder to Federation or make a suitable application to the Tribunal, once constituted, at eadr.in and also communicate it to all other parties.

34.5 After the arbitral tribunal is constituted, a party wishing to join as an additional party to the arbitration shall communicate a Request/Application for Joinder to the arbitral tribunal, the Federation and all other parties.

34.6 The Request/Application for Joinder shall include the following:

- (a) the case reference of the existing arbitration;
- (b) the names and addresses and/or email addresses, if known, of each of the parties, including the additional party, their representatives and any arbitrators who have been confirmed or appointed in the arbitration;
- (c) a request that the additional party be joined to the arbitration;
- (d) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the request arises, or reference thereto;
- (e) a statement of the facts supporting the request;
- (f) the points at issue;
- (g) the legal arguments supporting the request;
- (h) any relief or remedy sought;
- (i) Confirmation that copies of the Request/Application for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

34.7 Within 15 days of receiving the Request/Application for Joinder, the additional party shall communicate an Answer to the Request/Application for Joinder to Federation, all other parties and any confirmed or appointed arbitrators. The Answer to the Request/Application for Joinder shall include the following:

- (a) the name, address and/or email address of the additional party and its representatives (if different from the description contained in the Request/Application for Joinder);

- (b) any plea that the Arbitral Tribunal has been improperly constituted and/or lacks jurisdiction over the additional party;
- (c) the additional party's comments on the particulars set forth in the Request/Application for Joinder pursuant to Rule 34.6(a) to (g);
- (d) the additional party's answer to any relief or remedy sought in the Request/Application for Joinder, pursuant to Rule 34.6(h);
- (e) details of any claims by the additional party against any other party to the arbitration;
- (f) confirmation that copies of the Answer to the Request/Application for Joinder and any supporting materials included with it have been or are being communicated simultaneously to all other parties and any confirmed or appointed arbitrators, by one or more means of service to be identified in such confirmation.

34.8 The Federation or the Arbitral Tribunal may vary any of the requirements in Rule 34.6 and 34.7 as it deems appropriate.

34.9 The Federation may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a Request/Application for Joinder has been submitted.

34.10 Proceedings pertaining to the Joinder of the Additional Party shall be conducted in the Virtual Hearing Room. Link of hearing room will be provided before the date of hearing via e-mail, whatsapp or other e-modes. If upon completion of such proceedings the Tribunal finds that the Additional Party is to be joined in the arbitration then the Tribunal shall promptly inform the Federation of such decision. The Federation shall in such a case arrange for the Additional Party to be provided usual access to the Virtual Hearing Room.

34.11 Where an application for joinder is granted under Rule 34.11, the date of receipt of the complete application for joinder shall be the date of commencement of the arbitration in respect of the Additional Party.

RULE 35: CONSOLIDATION OF ARBITRATIONS

35.1 Federation shall have the power, at the request of a party and after consulting with the parties, to consolidate two or more arbitrations pending under these Rules where:

- (a) the parties agree to consolidate; or
- (b) all of the claims in the arbitrations are made under the same arbitration agreement; or
- (c) the claims are made under more than one agreement, a common question of law or fact arises in all of the arbitrations, the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions and the agreements are compatible.

35.2 Any party wishing to consolidate two or more arbitrations pursuant to Rule 35.1 shall communicate a request/application for consolidation to the Federation.

35.3 The request/application for consolidation shall include the following:

- (a) the case references of the arbitrations pending under the Rules requested to be consolidated, where applicable;
- (b) the names and addresses and/or email addresses of each of the parties to the arbitrations, their representatives and any arbitrators;
- (c) a request that the arbitrations be consolidated;
- (d) a copy of the arbitration agreement giving rise to the arbitrations;
- (e) a copy of the contract(s) or other legal instrument(s) out of or in relation to which the Request/Application for Consolidation arises, or reference thereto;
- (f) a description of the general nature of the claim and an indication of the amount involved, if any, in each of the arbitrations;

- (g) a statement of the facts supporting the Application for consolidation, including, where applicable, evidence of all parties' written consent to consolidate the arbitrations;
- (h) the points at issue;
- (i) the legal arguments supporting the request for consolidation;
- (j) details of any applicable mandatory provision affecting consolidation of arbitrations;
- (k) comments on the constitution of the arbitral tribunal if the request/application for consolidation is granted, including whether to preserve the appointment of any arbitrators; and
- (l) Confirmation that copies of the request for consolidation and any supporting materials included with it have been or are being communicated simultaneously to all other relevant parties and arbitrators, by one or more means of service to be identified in such confirmation.

35.4 Federation may vary any of the requirements stipulated in Rule 35.3 as it deems appropriate.

35.5 Where the non-requesting parties are requested to provide comments on the request/application for consolidation, such comments may include (without limitation) the following particulars:

- (a) comments on the particulars set forth in the request for consolidation pursuant to Rule 35.3(a) to (j);
- (b) responses to the comments made in the request for consolidation pursuant to Rule 35.3(k); and
- (c) Confirmation that copies of the comments have been or are being communicated simultaneously to all other relevant parties, by one or more means of service to be identified in such confirmation.

35.6 Where Federation decides to consolidate two or more Arbitrations, the Arbitrations shall be consolidated into the Arbitration that commenced first, unless all parties agree or Federation decides otherwise taking into account the circumstances of the case. Federation shall communicate such decision to all parties and to any confirmed or appointed Arbitrators in all Arbitrations.

35.7 The consolidation of two or more arbitrations is without prejudice to the validity of any act done or order made by in support of the relevant arbitration before it was consolidated.

35.8 Federation may adjust its Administrative Fees and the arbitral tribunal's fees (where appropriate) after a request/application for consolidation has been submitted.

RULE 36: SINGLE ARBITRATION UNDER MULTIPLE CONTRACTS

36.1 Claims arising out of or in connection with more than one contract may be made in a single arbitration, provided that:

- (a) a common question of law or fact arises under each arbitration agreement giving rise to the arbitration; and
- (b) the rights to relief claimed are in respect of, or arise out of, the same transaction or a series of related transactions; and
- (c) The arbitration agreements under which those claims are made are compatible.

RULE 37: CONCURRENT PROCEEDINGS

37.1 The Arbitral Tribunal may, after consulting with the parties, conduct two or more arbitrations under the Rules at the same time, or one immediately after another, or suspend any of those Arbitrations until after the determination of any other of them, where:

- (a) the same Arbitral Tribunal is constituted in each arbitration; and
- (b) a common question of law or fact arises in all the arbitrations.

37.2 The Federation may adjust its Administrative Fees and the Arbitral Tribunal's fees (where appropriate) where the arbitrations are conducted pursuant to Rule 37.1

RULE 38: CLOSURE OF PROCEEDINGS

38.1 When it is satisfied that the parties have had a reasonable opportunity to present their case, whether in relation to the entire proceedings or a discrete phase of the proceedings, the Arbitral Tribunal shall declare the proceedings or the relevant phase of the proceedings closed. Thereafter, no further submissions or arguments may be made, or evidence produced in respect of the entire proceedings or the discrete phase, as applicable, unless the Arbitral Tribunal re-opens the proceedings or the relevant phase of the proceedings in accordance with Rule 38.4

38.2 Once the proceedings are declared closed, the Arbitral Tribunal shall inform parties of the anticipated date by which an award will be communicated to the parties. The date of rendering the award shall be no later than **three (3) months** from the date when the Arbitral Tribunal declares the entire proceedings or the relevant phase of the proceedings closed, as applicable. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by the Federation.

38.3 Rule 38.2 shall not apply to any arbitration conducted pursuant to the Fast Track Procedure under Rule 48.

38.4 The Arbitral Tribunal may, if it considers it necessary, decide, on its own initiative or upon application of a party, to re-open the proceedings at any time before the award is made.

RULE 39: ADDITIONAL POWERS OF THE ARBITRAL TRIBUNAL

39.1 Subject to a contrary agreement by the parties, and subject to all laws applicable to the arbitration, and the applicable law, the Tribunal shall have, in addition to the powers enumerated elsewhere in these Rules, the power to:

- a) modify time limits prescribed under these Rules, subject to the overriding considerations of conducting proceedings expeditiously;
- b) conduct enquiries the Tribunal believes to be necessary or expedient;
- c) direct a party to produce to the Tribunal and to the other parties the original or copies of any document in their possession or control which the Tribunal considers relevant and material to the case;
- d) direct a party or person to give evidence by affidavit or in any other form;
- e) proceed with the arbitration even if a party refuses to comply with these Rules or with the Tribunal's orders, directions or Award or attend any hearing scheduled by the Tribunal, and to sanction any party for their failure or refusal to comply, in any manner the Tribunal deems appropriate;
- f) decide, where appropriate, any issue not expressly raised by a party in its pleadings, provided it has been clearly brought to the notice of the other party and the other party has been given adequate opportunity to respond; and
- g) determine claims of legal privilege or any other privilege that may be claimed by any party.

RULE 40: AWARD

40.1 Subject to the agreement of the parties and the applicable law, the Award shall be in writing and shall state the reasons upon which it is based.

40.2 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

40.3 Subject to an agreement to the contrary and the applicable law, the Tribunal shall specify in the Award the total amount of the costs of the arbitration, including the Tribunal's fees, the administrative fee payable to the Federation, the cost of any

expert appointed by the Tribunal or any other assistance reasonably required by the Tribunal, and determine in the Award the apportionment of the costs of the arbitration among the parties. In making such determination, the Tribunal shall have due regard to any sums paid by the Claimant in place of the Respondent, or the Respondent in place of the Claimant.

40.4 Where there is more than one arbitrator, the Tribunal shall decide by a majority.

40.5 Subject to an agreement to the contrary and the applicable law, the Tribunal shall determine in the Award whether all or a part of the legal or other costs of a party are to be paid by another party, upon providing sufficient justification.

40.6 In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement. If the parties do not require a consent Award, the parties shall confirm to the Federation that a settlement has been reached, following which the Tribunal shall be discharged and the Arbitration concluded upon full settlement of the costs of the Arbitration.

40.7 The Tribunal shall upload the Award on the website which can be accessed by the parties. The Tribunal shall affix its signature on each page, date the document and shall thereafter upload the same on the Federation website. The Federation shall promptly forward a copy of the Award to each of the Parties through E-mail as well.

40.8 The time limit for submitting an Award may be extended by the Federation or by the Arbitrator(s) in appropriate circumstances.

40.9 The Federation has the power to penalize the Tribunal for any delay in submitting the Award, including by making such deductions from the sums payable to the Tribunal towards their fees or, in appropriate cases by replacing some or all members of the Tribunal. Before imposing a penalty, the Federation shall provide the Tribunal an opportunity to explain any delay in rendering an Award and consider whether there were justifiable grounds for the delay.

40.10 By agreeing to arbitration under these Rules, the parties agree that any Award shall be final and binding on the parties. The parties agree to implement the Award immediately and without delay. To the extent permitted by the applicable law, parties irrevocably waive any right they may have, to challenge or object to the enforcement of the Award before the court having adequate jurisdiction.

40.11 Upon issuance of an Award all virtual hearing rooms related to the case will be archived and deleted in accordance with the policy of Federation.

RULE 41: COST OF ARBITRATION

41.1 The Federation shall determine the costs of the arbitration while initiation of proceedings or in one or more orders or awards. The term “costs of the arbitration” includes only:

- (a) the fees of the arbitral tribunal, as determined in accordance with Rule 14;
- (b) the reasonable travel and other expenses incurred by the arbitral tribunal;
- (c) the reasonable costs of expert advice and of other assistance required by the Tribunal;
- (d) the reasonable costs for legal representation and other assistance, including fees and expenses of any witnesses and experts, if such costs were claimed during the arbitration; and
- (e) the Registration Fee and Administrative Fee payable to the Federation in accordance with Schedule I, and any expenses payable to the Federation.

41.2 With respect to the costs of legal representation and other assistance referred to in Rule 41.1(d), the Federation, taking into account the circumstances of the case, may direct that the recoverable costs of the arbitration, or any part of the arbitration, shall be limited to a specified amount.

41.3 The Federation may apportion all or part of the costs of the arbitration referred to in Rule 41.1 between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

41.4 Where arbitrations are consolidated pursuant to Rule 35, the Federation in the consolidated arbitration shall determine the costs of the arbitration in accordance with Rule 41.2 to 41.3. Such costs include, but are not limited to, the fees of any arbitrator designated, confirmed or appointed and any other costs incurred in an arbitration that was subsequently consolidated into another arbitration.

41.5 When the Arbitral Tribunal issues an order for the termination of the arbitration or makes an award on agreed terms, it shall determine the costs of the arbitration referred to in Rule 41.1 (to the extent not already determined) and may apportion all or part of such costs, in the text of that order or award.

RULE 42: SETTLEMENT AND TERMINATION OF PROCEEDINGS

42.1 If, before the Arbitral Tribunal is constituted, a party wishes to terminate the Arbitration, it shall communicate this to all other parties and the Federation. The Federation shall set a time limit for all other parties to indicate whether they agree to terminate the Arbitration. If no other party objects within the time limit, the Federation may terminate the Arbitration. If any party objects to the termination of the Arbitration, the Arbitration shall proceed in accordance with the Rules.

42.2 If, after the Arbitral Tribunal is constituted and before the final award is made:

(a) the parties settle the dispute, the Arbitral Tribunal shall either issue an order for the termination of the Arbitration or, if requested by the parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an award.

(b) Continuing the arbitration becomes unnecessary or impossible for any reason not mentioned in Rule 42.2(a), the arbitral tribunal shall issue an order for the termination of the arbitration. The Arbitral Tribunal shall issue such an order unless a party raises a justifiable objection, having been given a reasonable opportunity to comment upon the proposed course of action.

42.3 The Arbitral Tribunal shall upload the order to terminate the arbitration or of the arbitral award on agreed terms, signed by the arbitral tribunal and communicate the same to the Federation. Subject to any request made by the parties, the Federation shall communicate the order for termination of the arbitration or the arbitral award on agreed terms to the parties.

RULE 43: ARBITRATION AGREEMENT NOT TO BE DISCHARGED BY DEATH OF PARTY

43.1 An Arbitration agreement shall not be discharged by the death of any party thereto either as respects the deceased or as respects any other party, but shall in such event be enforceable by or against the legal representative of the deceased.

43.2 The mandate of an Arbitrator shall not be terminated by the death of any party.

43.3 Nothing in this rule shall affect the operation of any law by virtue of which any right of action is extinguished by the death of a person.

RULE 44: CORRECTION OF AWARD

44.1 Within thirty days after receipt of the award, either party, with notice to all other parties, may request by email to the Federation at rkeadr_federation@gmail.com to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The Federation may set a time limit, normally not exceeding fifteen days, for all other parties to comment on such request.

44.2 After receiving the request for correction within the stipulated time, the Federation shall communicate the same with the tribunal which was appointed by the Federation. The Arbitral Tribunal shall make any corrections it considers appropriate within thirty days after receipt of the request but may extend such time limit if necessary.

44.3 The Arbitral Tribunal may within thirty days after the date of the award make such corrections on its own initiative.

44.4 The Arbitral Tribunal has the power to make any further correction to the award which is necessitated by or consequential on:

- (a) the interpretation of any point or part of the award under Rule 46; or
- (b) the issue of any additional award under Article 45.

RULE 45: ADDITIONAL AWARD

45.1 Within thirty days after receipt of the award, either party, with notice to all other parties, may request by email to the Federation at rkeadr_federation@gmail.com to make an additional award as to claims presented in the arbitration but omitted from the award. The Federation may set a time limit, normally not exceeding thirty days, for all other parties to comment on such request.

45.2 After receiving the request by the Federation to make an additional award, the Federation shall communicate the same with the tribunal. If the Arbitral Tribunal considers the request for an additional award to be justified, it shall make the additional award within sixty days after receipt of the request but may extend such time limit if necessary.

45.3 The Arbitral Tribunal has the power to make an additional award which is necessitated by or consequential on:

- (a) the correction of any error in the award under Rule 44; or
- (b) the interpretation of any point or part of the award under Rule 46.

RULE 46: INTERPRETATION OF AWARD

46.1 Within thirty days from the receipt of the arbitral award, either party, with notice to all other parties, may request by email to the Federation at rkeadr_federation@gmail.com may request the Federation to give an interpretation of a specific point or part of the award.

46.2 After receiving the request by the Federation for interpretation of award, the Federation shall communicate the same with the tribunal. If the Arbitral Tribunal considers the request made for the interpretation of award to be justified, it shall give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the Arbitral Award.

RULE 47: TIME LIMIT FOR AWARD

47.1 The award shall be made by the Arbitral Tribunal within a period of twelve months from the date commencement of Arbitration.

47.2 The parties may, by consent, extend the period specified in Rule 47.1 for making award for a further period not exceeding six months.

47.3 The extension of period referred to in Rule 47.2 may be on the application of any of the parties and may be granted only for sufficient cause.

47.4 It shall be open to the Tribunal to impose actual or exemplary costs upon any of the parties under this Rule.

47.5 An application filed under Rule 47.3 shall be disposed off by the Tribunal as expeditiously as possible and endeavor shall be made to dispose off the matter within a period of thirty days from the date of filing of an application on the Platform.

RULE 48: FAST TRACK PROCEDURE

48.1 The parties to an Arbitration agreement, may, at any stage either before or at the time of appointment of the Arbitral Tribunal, agree in writing to have their dispute resolved by fast-track procedure specified in Rule 48.3

48.2 The parties to the Arbitration agreement, while agreeing for resolution of dispute by fast-track procedure, may agree that the Arbitral Tribunal shall consist of a sole Arbitrator who shall be chosen by the Federation.

48.3 The Arbitral Tribunal shall follow the following procedure while conducting arbitration proceedings under Rule 48.1

- (a) The Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing;
- (b) The Arbitral Tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The Arbitral Tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

48.4 The award under this section shall be made within a period of six months from the date the Arbitral Tribunal enters upon the reference.

48.5 If the award is not made within the period specified in Rule 48.4, the provisions of sub-sections (3) to (9) of Section 29A of Arbitration and Conciliation Act, 1996 shall apply to the proceedings.

48.6 The fees payable to the arbitrator shall be determined by the Federation.

RULE 49: DEPOSITS FOR COST OF ARBITRATION

49.1 The Federation may fix the amount of the deposit or supplementary deposit, as the case may be as an advance for the costs referred to in Rule 41.1(a), (b), (c) and (e), which it expects will be incurred in respect of the claim submitted to it.

49.2 Where the Respondent submits a counterclaim or cross-claim, or it otherwise appears appropriate in the circumstances, Federation may request separate deposits.

49.3 During the course of the arbitration, the Federation or Arbitral Tribunal after duly consultation with the Federation, may request the parties to make supplementary deposits with the Federation.

49.4 If the required deposits are not paid in full to Federation within thirty days after receipt of the request, the tribunal shall so inform the parties in order that one or another of them may make the required payment. If such payment is not made, the Arbitral Tribunal may order the suspension or termination of the arbitration or continue with the arbitration on such basis and in respect of such claim or counterclaim as the Arbitral Tribunal considers fit.

49.5 If a party pays the required deposits on behalf of another party, the Arbitral Tribunal may, at the request of the paying party, make an award for reimbursement of the payment.

PART-III MEDIATION

RULE 50: COMMENCEMENT OF MEDIATION

50.1 Mediation proceedings under the Federation Rules shall commence:

- (a) in case the parties have an existing RK e-ADR Federation Mediation Clause then, in accordance with Rule [50.3]
- (b) in case the parties do not have an existing RK e-ADR Federation Mediation Clause then, in accordance with Rule [50.4]
- (c) in case the parties do not have any prior Agreement then, in accordance with Rule [50.5]
- (d) on receipt of an order of court referring the parties to Mediation.

50.2 Mediation shall be deemed to commence on the date on which a request/notice for the dispute through RK e-ADR Federation Platform or otherwise, be referred to Mediation is received by the Respondent(s).

50.3(I) Any party to Federation Mediation Clause may initiate mediation proceedings on this Online Platform by registering themselves and providing the following on RK e-ADR Federation Platform:

- (a) Full names and (in so far as known) the addresses, and/or email addresses, contact details and other e-mode details of the parties and of their representatives

- (b) a copy of RK e-ADR Federation Mediation Clause;
- (c) any agreement or contract out of or in connection with which the dispute has arisen;
- (d) a statement briefly describing the nature and circumstances of the dispute and the claims advances by the Claimant against any other party to the mediation specifying the relief claimed including the amounts of any quantified claims and to the extent possible, an estimate of the monetary value of any other claims (along with supporting documents);
- (e) details of type of dispute
- (f) a statement of any matters which the parties have previously agreed to as to the conduct of the mediation or with respect to which the Claimant wishes to make a proposal (such as the number of Mediators, applicable rule of law, the language of the mediation, seat of mediation, proposed settlement terms);
- (g) such other documents and information relevant to the dispute, as deemed fit by Claimant.

(II) Upon successful registration on the Federation ODR Platform in accordance with Rule 50.3 (I) above, if Request for Mediation is not made jointly by all parties to the Prior Agreement, the party requesting mediation shall, send an Invitation/ Notice of Mediation by Federation or otherwise, to the other party.

50.4(I) Any party which is not a party to the Federation Mediation Clause may mutually agree for Federation Mediation Clause to refer any dispute to mediation or Request for Mediation on Federation ODR Platform by registering themselves and providing the following on RK e-ADR Federation Platform:

- (a) full names and (in so far as known) the addresses, and/or email addresses, contact details and other e-mode details of the parties and of their representatives
- (b) copy of Mediation Clause;
- (c) any agreement or contract out of or in connection with which the dispute has arisen;
- (d) a statement briefly describing the nature and circumstances of the dispute and the claims advances by the Claimant against any other party to the mediation specifying the relief claimed including the amounts of any quantified claims and to the extent possible, an estimate of the monetary value of any other claims (along with supporting documents);
- (e) type of dispute
- (f) a statement of any matters which the parties have previously agreed to as to the conduct of the mediation or with respect to which the Claimant wishes to make a

proposal (such as the number of Mediators, applicable rule of law, the language of the Mediation, seat of Mediation, proposed settlement terms);

(g) such other documents and information relevant to the dispute, as deemed fit by Claimant.

(II) If Request for Mediation is not made jointly by all parties having no Prior RK e-ADR Federation Mediation Clause, the party requesting mediation shall, send an Invitation/ Notice of Mediation by Federation or otherwise, to the other party/ies.

50.5 (I) Any Party having no Prior Agreement may mutually agree to refer their dispute to RK e-ADR Federation or Request for Mediation on Federation ODR Platform by registering themselves and providing necessary details in accordance with Rule 50.4 (I).

(II) If Request for Mediation is not made jointly by all parties having no Prior Agreement, the party requesting mediation shall, send an Invitation/ Notice of Mediation by Federation or otherwise, to the other party.

50.6 (I) if the other party accepts the Invitation/Notice of Mediation as prescribed under Rule 50.3 (II), 50.4 (II) and 50.5 (II) by reverting on the Notice of Mediation by Federation or otherwise within fifteen days from the date of the receipt of the Invitation/e-Notice of Mediation or within the time frame mentioned in the Invitation/Notice for Mediation, then:

(i) it will amount to the initiation of RK e-ADR Federation Mediation Clause between the parties and the other party would be required to register themselves on the RK e-ADR Federation by providing basic information.

(ii) Claimant shall upload the following document to initiate the Mediation proceedings under RK e-ADR Federation Rules:

A. Full name and contact details of the parties to arbitration (including full address of both parties, email addresses and registered mobile numbers);

B. any agreement or contract out of or in connection with which the dispute has arisen;

C. a copy of the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship

D. a description of the general nature of the claim and an indication of the amount involved, if any

E. details of type of Dispute

F. number of Mediators (i.e. one or three), venue/place of Mediation, and language in which Mediation is to be conducted if the parties have not previously agreed thereon

G. such other documents and information relevant to the dispute, as deemed fit by Claimant.

(II) If the other party does not accept or fails to respond to the Invitation/Notice to Mediation within the stipulated time as mentioned in sub-rule (II) of Rule 50.3, 50.4 and 50.5 above, then this Federation shall notify the same to the inviting party and close the case.

50.7 RKe-ADR Federation shall send a Notification to the parties to the Mediation upon successful registration on the RK e-ADR Federation Online Platform.

50.8 In the event that Claimant/Respondent fails to provide any information or comply with any of the requirements referred hereinabove, the Federation may fix a time not exceeding thirty days from receipt of Request for Mediation by Federation within which the parties must comply, failing which the file shall be closed.

PROVIDED that the Federation may, after considering the necessity of the case exceed the time limit for filing of or uploading the documents which are not in the physical possession of the Claimant for a period not more than thirty days after prior consent of the Federation.

50.9 Request for Mediation shall be accompanied by payment to RK e-ADR Federation of the Registration Fee as required by Schedule I of Federation.

50.10 If the Request for Mediation does not comply with these Rules or if the Registration Fee is not paid, Federation may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, and the other party give their acceptance for the Invitation/Notice for Mediation, as the case may be, the Mediation shall be deemed to have commenced under Rule 50.2. If the Claimant fails to comply, the Mediation shall be deemed not to have commenced under Rule 50.2 of RK e-ADR Federation.

RULE 51: APPOINTMENT OF MEDIATOR

51.1 Federation shall solely appoint one mediator from the Panel within seven days from the date of commencement of mediation.

PROVIDED THAT depending upon the nature, complexity, and seriousness of the dispute, or upon the request of parties, Federation shall also have the right to appoint more than one mediator i.e. Three Mediators.

51.2 If the Federation have affirmed that the Mediation cell shall comprise three Mediators then, unless otherwise agreed, the Federation shall nominate one Mediator each for the parties to the dispute and the two appointed Mediators shall together nominate a third presiding mediator.

51.3 If the procedure set out in Rule 51.2 is followed and the two party nominated mediators fail to nominate a Presiding Mediator within fourteen days from the date of the appointment of the two mediators, then Federation shall appoint such Mediator.

51.4A Mediation Cell shall be considered to have been constituted upon the appointment of all members of the Cell, and in case of a sole Mediator, upon the appointment of the sole Mediator.

51.5 Any Mediator appointed under the Rules, whether nominated by the Federation or the nominees must at all times remain independent and impartial. Mediator shall immediately disclose to the parties, to the other Mediators and to the Federation any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the Mediation.

RULE 52: DECLARATION

52.1 A declaration shall be made by the mediator appointed by Federation in relation to his independence, impartiality and competence within Seven days from such appointment.

52.2 The mediator shall furnish a declaration/notice of his/her past and present professional positions and he/she shall provide a declaration to the effect that there are no circumstances known to him or her likely to give rise to any justifiable doubts as to his or her impartiality or independence, other than any circumstances disclosed by him or her in the declaration. The Notice and declaration shall be provided to the parties as per Rule 3 of these Rules and Regulations.

RULE 53: GROUNDS FOR CHALLENGE THE MEDIATOR

53.1 Appointment of Mediator may be challenged if circumstances exist that give rise to justifiable doubts as to the Mediator's impartiality or independence, or if the mediator becomes de jure or de facto unable to fulfil their functions or is not fulfilling those functions in accordance with the Federation Rules or within the prescribed time limits.

53.2 In the event a party wishes to challenge the appointment of Mediator, the party shall file the notice of challenge, providing the information necessary to support its challenge. A challenge can only be made within fifteen days from the date on which the party

seeking to challenge the Mediator became aware, or should reasonably have become aware, of the grounds giving rise to the challenge.

53.3 The challenged Mediator may also choose to voluntarily withdraw as a Mediator from such Mediation, in such case the Federation will appoint a new Mediator from the Panel of professional.

53.4 Unless the Mediator being challenged or the non-challenging party agrees to the challenge within fifteen days from receiving the notice of challenge, the Mediation cell shall decide on the challenge. Pending the determination of the challenge, the Mediation cell (including the challenged Mediator) may continue or suspend the Mediation proceedings. However, the decision to the challenge should be taken as expeditiously as possible but not later than three months.

53.5 In the event a challenge to the appointment of Mediator is unsuccessful, a suspension, if any, ordered by the Mediation cell shall stand automatically vacated, and the proceedings of the cell can continue as normal. In such a situation, the Federation may in its discretion also impose a fine, payable to the Federation, on the party making the unsuccessful challenge.

53.6 Except where the challenged Mediator withdraws voluntarily, or where Parties mutually agree to replace the challenged Mediator, the Mediation cell shall pass a reasoned order regarding the challenge made, and the same shall be made available on the website.

53.7 In case of death of the appointed mediator or due to impossibility for such appointed mediator to act, Federation shall have the sole discretion to appoint a new mediator from the Panel and such newly appointed mediator, as far as mediation proceedings have taken place, will continue proceedings from thereon and any action taken prior to such replacement will not be affected.

RULE 54: STATEMENT OF PARTIES BEFORE MEDIATOR

54.1 The Mediation Pleading date shall be deemed to occur on the day on which Mediator(s) may have received notice in writing of their appointment by Federation after disposal of the challenge to their appointment, if any, made or upon expiry of Mediator Challenge Period.

54.2 The parties are free to agree how, and in what form, they will inform the mediator of their respective cases, provided that, unless they have agreed otherwise, each party shall submit to the mediator, no later than seven days before the date agreed between the mediator and the parties for the first scheduled mediation session, a brief written

statement summarizing its case, the background to the dispute, point of Settlement and the issues to be resolved shall be uploaded on Federation Web portal.

54.3 Each written statement should be accompanied by copies of any documents to which it refers.

54.4 Each party shall, at the same time, submit or provide a copy of the written statement and supporting documents to the other party or parties via e-mode.

54.5 The mediator may require the parties to furnish supplementary and additional information with the documents available in support of them, as it deems fit and may make such submitted information / documents available to the other Party.

54.6 In case both the parties agree mutually, they may present their joint statement/stands/terms and conditions agreed upon and the same shall be taken on record by the mediator for her/his due consideration during mediation proceedings.

RULE 55: CONDUCT OF MEDIATION

55.1 The mediator may conduct the mediation in such manner as he or she sees fit, having in mind at all times the circumstances of the case and the wishes of the parties.

55.2 The mediator may communicate with the parties orally or in writing, together, or individually, and may convene a meeting or meetings at the Virtual Hearing Room which shall be created by Federation or at the request of the parties Federation has to determine any other place of meeting after consultation with mediator and parties.

55.3 Each party shall notify the other party and the mediator of the number and identity of those persons who will attend any meeting convened by the mediator.

55.4 Nothing which is communicated to the mediator in private during the course of the mediation shall be repeated to the other party or parties, without the express consent of the party making the communication.

55.5 Each party shall identify a representative of that party who is authorized to settle the dispute on behalf of that party, and shall confirm that authority in writing.

55.6 Unless otherwise agreed by the parties, the mediator will decide the language(s) in which the mediation will be conducted.

RULE 56: ROLE OF MEDIATOR

56.1 The Mediator shall:

- (a) assist the parties in an impartial and independent manner to arrive at a mutually accepted resolution of the dispute in a time bound manner.
- (b) assist the Parties to negotiate and to identify and define the issues in dispute.
- (c) consider and be guided by the principles of natural justice related to the objective, attainment of justice and fairness, the rights and responsibilities of the parties, the prevailing business practices and beliefs, the business practices existed in the past among the parties, the suggestions submitted by the parties and the circumstances surrounding.
- (d) hold meetings with the parties to the dispute, either jointly or separately, and keep the confidential information with herself/himself, if requested by any party.
- (e) communicate the details of all meetings, documents presented and suggestions provide by the Mediation to all the parties, except when the parties have expressly requested to keep such meeting or documents confidential.
- (f) not be bound by the provisions of the Code of Civil Procedure, 1908 and the Indian Evidence Act, 1872.

56.2 The Mediator, either on the basis of her own satisfaction or upon confirmation by the Federation may verify the correctness and genuineness of the statement submitted by both the parties on Federation ODR Platform.

RULE 57: COOPERATION OF PARTIES WITH MEDIATOR

57.1 The parties shall in good faith to cooperate with the Mediator and, in particular, shall endeavor to comply with requests made by the Mediator to submit written materials, provide evidence and attend meetings.

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

RULE 58: MEDIATION SETTLEMENT AGREEMENT

58.1 When it appears to the mediator that there exist elements of a settlement which may be acceptable to the parties, such mediator shall formulate the terms of a possible settlement and submit them to the parties for their observations.

58.2 If requested by the parties, the mediator may draw up, or assist the parties in drawing up the Mediation Settlement Agreement within five days from the receipt of such request, basis the suggestions of the parties.

58.3 If the parties reach an agreement on the settlement of dispute during the Mediation proceedings under Federation Rules, the parties may draw up and sign a Mediation Settlement Agreement on the Federation ODR Platform.

58.4 Each party should give their observations to the mediator within two days from the receipt of the possible settlement by the mediator, basis which the Mediator may reformulate the terms of a possible settlement in the light of such observations. After the consideration of both the parties to the settlement proposed by the Mediator and after the amendments being accepted or rejected by the parties themselves, the final settlement terms will be documented by the mediator in the Mediation Settlement Agreement and shared with the parties within five days from the receipt of such observations by the parties, if any.

58.5 The Mediation Settlement Agreement which is signed by the parties to the dispute and the mediator shall be final and binding on the parties.

58.6 The parties may sign the Mediation Settlement Agreement within twodays from the receipt of the Mediation Settlement Agreement. Once the parties to the dispute have signed the Settlement Agreement and after consideration and verification of the Settlement Agreement, the Mediator shall sign the Settlement Agreement on the Federation ODR Platform within two days from the date of the signature by the parties.

58.7 The Mediator shall authenticate the Mediation Settlement Agreement and furnish a copy of the same to each of the parties through Federation ODR Platform.

58.8 Unless decided otherwise by the parties, no Mediation proceedings under Federation Rules shall exceed beyond a period of Ninety days from the date of commencement of Mediation proceedings.

58.9 The Mediation Settlement Agreement signed by all the parties to the dispute and the Mediator will have the same effect and status as the Arbitral Award passed under Rule 40 and by signing the settlement agreement, the parties agree to be bound by its terms.

RULE 59: CONCLUSION OF THE MEDIATION

59.1 The Mediation will be end when, either:

- (a) a settlement agreement is signed by the parties; or
- (b) the parties advise the Mediator that it is their view that a settlement cannot be reached and that it is their wish to terminate the Mediation; or
- (c) the Mediator advises the parties that, in his or her judgement, the mediation process will not resolve the issues in dispute; or

(d) the time limit for Mediation provided in a Prior Agreement has expired and the parties have not agreed to extend that time limit.

RULE 60: TERMINATION OF MEDIATION

60.1 All mediation proceeding under Federation Rules shall be deemed to be terminated in case:

- (a) all parties to the dispute and the Mediator sign/counter sign the Mediation Settlement Agreement;
- (b) the Mediator makes a written declaration that the efforts towards Mediation is not just and meaningful;
- (c) both parties address the Mediator in writing to announce that Mediation proceedings are now concluded.
- (d) The day one party makes a written declaration to the other party and the Mediator, if appointed, that Mediation proceedings are concluded.

60.2 If there is also a provision for settlement of the dispute through Arbitration under Federation Rules in case of failure of Mediation under the Federation Mediation Clause, then upon conclusion of Mediation proceeding under Rule [60.1(c) or (d)], the dispute will be referred to Arbitration under Federation Rules.

60.3 The disputes referred to Arbitration under Rule [60.2] above, the Mediator who presided over the Mediation proceedings between the parties shall not act as an Arbitrator and legal representative of either party. The Mediator shall also not be presented by the parties as a witness in any Arbitral or Judicial proceedings.

60.4 Post conclusion of the mediation proceedings as provided in this Rule, the Mediator will immediately inform the Federation, who will further inform the parties in this regard.

RULE 61: NO COMMENCEMENT OF ARBITRATION PROCEEDINGS OR JUDICIAL PROCEEDINGS

61.1 No party shall, during Mediation proceedings, conduct any Arbitration proceeding or any kind of Judicial proceeding in respect of the dispute that is the subject matter of Mediation proceedings unless either party considers that commencement of such Arbitral or Judicial proceedings are necessary for the protection/preservation of their respective rights or interests.

RULE 62: ADMISSIBILITY OF MEDIATION PROCEEDINGS IN OTHER PROCEEDINGS

62.1 Parties in any Arbitration or Judicial proceeding (whether or not related to a dispute involving that mediation proceeding under Federation Rules) shall not present as evidence nor rely on the facts of the Mediation proceeding being conducted under Federation Rules, including:

- (a) suggestions and views expressed by the other party for possible resolution of the dispute on Federation Platform;
- (b) any admission/acceptance (except Mediation Settlement Agreement) made by the other party in the course of Mediation proceedings under Federation Rules;
- (c) any proposals made by the Mediator to either party;
- (d) willingness expressed by the other party in accepting any proposal made by the Mediator.

RULE 63: REPRESENTATIVE

63.1 Each party may participate on their own or through a person authorized by such party to take final and conclusive decisions during Mediation proceedings under Federation Rules at every stage, whether or not such person is legally trained, provided that there is no threat, or fear forced upon such representative.

63.2 The Mediator may, in exercise of his discretion, refuse to allow such person to participate in the Mediation proceedings which may affect the credibility of Mediation proceedings under Federation Rules.

63.3 The concerned party shall inform the Mediator and the other party of such representative as mentioned in Rule 63.1 at least three days before the commencement of the proceedings.

RULE 64: COST OF MEDIATION

64.1 Upon initiation of the Mediation proceedings, the Federation shall fix the costs of the Mediation and notify thereof to the parties.

64.2 For the purpose of sub-rule (1), “cost of Mediation” means reasonable costs relating to-

- (a) the fee and expenses of the Mediator and witnesses requested by the Mediator with the consent of the parties.

- (b) any expert advice requested by the Mediator with the consent of the parties.
- (c) any other expenses incurred in connection with the Mediation proceedings and the settlement agreement.
- (d) the Registration Fee and Administrative Fee payable to the Federation in accordance with Schedule I, and any expenses payable to the Federation

64.3 The costs shall be borne equally by the parties unless the Settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

64.4 Any other or further cost including the costs and fees as specified in Rule 14 and 41.

RULE 65: DEPOSITS FOR COST OF MEDIATION

65.1 The federation may direct each party to deposit an equal amount as an advance for the costs referred to in Rule 64.2 which he/she expects will be incurred.

65.2 During the course of the Mediation proceedings, Federation may direct supplementary deposits in an equal amount from each party.

65.3 If the required deposits under sub-rule (1) and (2) are not paid in full by both parties within thirtydays, the Mediator may suspend the proceedings or may make a written declaration of termination of the proceedings to the parties, effective on the date of that declaration.

65.4 In the event that a party fails to pay its share of the Deposit, another party may make a substitute payment to allow the Mediation to proceed.

65.5 Upon termination of the Mediation proceedings, the federation shall render an accounting to the parties of the deposits received and shall return any unexpended balance to the parties.

65.6 If the Costs exceed the Deposit, the shortfall will be invoiced for immediate payment by the parties in such proportions as the parties may have agreed in writing or, absent such agreement, in such proportions as Federation may determine.

PART-IV CONCILIATION

RULE 66: COMMENCEMENT OF CONCILIATION

66.1 Conciliation proceedings under the Federation Rules shall commence:

- (a) in case the parties have an existing Federation Conciliation Clause then, in accordance with Rule [66.3];
- (b) in case the parties do not have an existing Federation Conciliation Clause then, in accordance with Rule [66.4];
- (c) in case the parties do not have any prior Agreement then, in accordance with Rule [66.5]

66.2 Conciliation shall be deemed to commence on the date on which a request/notice for the dispute through RK e-ADR Federation Platform or otherwise, be referred to Conciliation is received by the Respondent(s).

66.3 (I) Any party to Federation Conciliation Clause may commence conciliation proceedings on this Online Platform by registering themselves and providing the following on the following on RK e-ADR Federation Platform:

- (a) Full names and (in so far as known) the addresses, and/or email addresses, contact details and other e-mode details of the parties and of their representatives
- (b) a copy of RK e-ADR Federation Conciliation Clause
- (c) any agreement or contract out of or in connection with which the dispute has arisen;
- (d) a statement briefly describing the nature and circumstances of the dispute and the claims advances by the Claimant against any other party to the conciliation specifying the relief claimed including the amounts of any quantified claims and to the extent possible, an estimate of the monetary value of any other claims (along with supporting documents)
- (e) details of type of dispute
- (f) a statement of any matters which the parties have previously agreed to as to the conduct of the conciliation or with respect to which the Claimant wishes to make a proposal (such as the number of conciliators, applicable rule of law, the language of the conciliation or proposed settlement terms)
- (g) such other documents and information relevant to the dispute, as deemed fit by Claimant.

(II) Upon successful registration on the Federation ODR Platform in accordance with Rule 66.3 (I) above, if Request for Conciliation is not made jointly by all parties to the Prior Agreement, the party requesting Conciliation shall send an Invitation/ Notice of Conciliation by Federation or otherwise, to the other party.

66.4 (I) Any party which is not a party to the Federation Conciliation Clause may mutually agree for Federation Conciliation Clause to refer any dispute to Conciliation or Request for Conciliation on Federation ODR Platform by registering themselves and providing the following on RK e-ADR Federation Platform:

(a) full names and (in so far as known) the addresses, and/or email addresses, contact details and other e-mode details of the parties and of their representatives

(b) copy of RK e-ADR Federation Conciliation Clause;

(c) any agreement or contract out of or in connection with which the dispute has arisen;

(d) a statement briefly describing the nature and circumstances of the dispute and the claims advances by the Claimant against any other party to the Conciliation specifying the relief claimed including the amounts of any quantified claims and to the extent possible, an estimate of the monetary value of any other claims (along with supporting documents);

(e) type of dispute

(f) a statement of any matters which the parties have previously agreed to as to the conduct of the Conciliation or with respect to which the Claimant wishes to make a proposal (such as the number of Conciliators, applicable rule of law, the language of the Conciliation, seat of Conciliation, proposed settlement terms);

(g) such other documents and information relevant to the dispute, as deemed fit by Claimant.

(II) If Request for Conciliation is not made jointly by all parties having no Prior RK e-ADR Federation Conciliation Clause, the party requesting Conciliation shall, send an Invitation/ Notice of Conciliation by Federation or otherwise, to the other party.

66.5(I) Any Party having no Prior Agreement may mutually agree to refer their dispute to RK e-ADR Federation or Request for Conciliation on Federation ODR Platform by registering themselves and providing necessary details in accordance with Rule 66.4 (I).

(II) If Request for Conciliation is not made jointly by all parties having no Prior Agreement, the party requesting Conciliation shall, send an Invitation/ Notice of Conciliation by Federation or otherwise, to the other party.

66.6(I) if the other party accepts the Invitation/Notice of Conciliation as prescribed under Rule 66.3 (II), 66.4 (II) and 66.5 (II) by reverting on the Notice of Conciliation by Federation or otherwise within fifteen days from the date of the receipt of the

Invitation/e-Notice of Conciliation or within the time frame mentioned in the Invitation/Notice for Conciliation, then:

(i) it will amount to the initiation of RK e-ADR Federation Conciliation Clause between the parties and the other party would be required to register themselves on the RK e-ADR Federation by providing basic information.

(ii) Claimant shall upload the following document to initiate the Conciliation proceedings under RK e-ADR Federation Rules:

A. Full name and contact details of the parties to arbitration (including full address of both parties, email addresses and registered mobile numbers);

B. any agreement or contract out of or in connection with which the dispute has arisen;

C. a copy of the contract(s) or other legal instrument(s) out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship

D. a description of the general nature of the claim and an indication of the amount involved, if any

E. details of type of Dispute

F. number of Conciliators (i.e. one or three), venue/place of Conciliation and language in which Conciliation is to be conducted if the parties have not previously agreed thereon

G. such other documents and information relevant to the dispute, as deemed fit by Claimant.

(II) If the other party does not accept or fails to respond to the Invitation/Notice of Conciliation within the stipulated time as mentioned in sub-rule (II) of Rule 66.3, 66.4 and 66.5 above, then this Federation shall notify the same to the inviting party and close the case.

66.7 RK e-ADR Federation shall send a Notification to the parties to the Conciliation upon successful registration on the RK e-ADR Federation Online Platform.

66.8 In the event that Claimant fails to provide any information or comply with any of the requirements referred hereinabove, the Federation may fix a time not exceeding thirty days from receipt of Request for Conciliation by Federation within which the Claimant must comply, failing which the file shall be closed.

PROVIDED that the Federation may, after considering the necessity of the case exceed the time limit for filing of or uploading the documents which are not in the physical

possession of the Claimant for a period not more than thirty days after prior consent of the Federation.

66.9 Request for Conciliation shall be accompanied by payment to RK e-ADR Federation of the Registration Fee as required by Schedule I of Federation.

66.10 If the Request for Conciliation does not comply with these Rules or if the Registration Fee is not paid, Federation may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, and the other party give their acceptance for the Invitation/Notice to Conciliation as the case may be, the Conciliation shall be deemed to have commenced under Rule 66.2. If the Claimant fails to comply, the Conciliation shall be deemed not to have commenced under Rule 66.2 of RK e-ADR Federation.

66.10 Pursuant to Rule 66.4 (I), the parties to a dispute can jointly request vide Letter of Request and submit their joint agreed terms/stand/statement to Conciliator, in which case conciliator shall pass such settlement terms as the Conciliation Agreement under Rule 38.

RULE 67: APPOINTMENT OF CONCILIATOR

67.1 Federation shall solely appoint one Conciliator from the Panel within seven days from the date of commencement of Conciliation proceedings under Federation Rules.

PROVIDED THAT depending upon the nature, complexity, and seriousness of the dispute, Federation shall also have the right to appoint more than one Conciliator. i.e. three Conciliators.

67.2 If the Federation have affirmed that the Conciliation centre shall comprise three Conciliators then, unless otherwise agreed, the Federation shall nominate one Conciliator each for the parties to the dispute and the two appointed Conciliators shall together nominate a third presiding Conciliator.

67.3 If the procedure set out in Rule 67.2 is followed and the two party nominated Conciliators fail to nominate a Presiding Conciliator within fourteendays from the date of the appointment of the two Conciliators, then Federation shall appoint such Conciliator.

67.4 Conciliation Centre shall be considered to have been constituted upon the appointment of all members of the centre, and in case of a sole Conciliator, upon the appointment of the sole Conciliator.

67.5 Any Conciliator appointed under the Rules, whether nominated by the Federation or the nominees must at all times remain independent and impartial. Conciliator shall immediately disclose to the parties, to the other Conciliators and to the Federation any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the Conciliation.

RULE 68: DECLARATION

68.1 A declaration shall be made by the Conciliator appointed by Federation in relation to his independence, impartiality and competence within Seven days from such appointment.

68.2 The Conciliator shall furnish a declaration/notice of his/her past and present professional positions and he/she shall provide a declaration to the effect that there are no circumstances known to him or her likely to give rise to any justifiable doubts as to his or her impartiality or independence, other than any circumstances disclosed by him or her in the declaration. The Notice and declaration shall be provided to the parties as per Rule 3 of these Rules and Regulations.

RULE 69: GROUNDS TO CHALLENGE THE CONCILIATOR

69.1 Any Conciliator appointed by Federation may be challenged by either parties if circumstances exist that give rise to justifiable doubts as to the conciliator's impartiality or independence, or if the Conciliator becomes de jure or de facto unable to fulfil their functions or is not fulfilling those functions in accordance with the Federation Rules or within the prescribed time limits.

69.2 In the event a party wishes to challenge the appointment of a Conciliator, the party shall file the notice of challenge, providing the information necessary to support its challenge. A challenge can only be made within fifteen days from the date on which the party seeking to challenge the Conciliator became aware, or should reasonably have become aware, of the grounds giving rise to the challenge.

69.3 The challenged Conciliator may also choose to voluntarily withdraw as a Conciliator from such Conciliation, in such case the Federation will appoint a new Conciliator from the Panel of professional.

69.4 Unless the Conciliator being challenged or the non-challenging party agrees to the challenge within fifteen days from receiving the notice of challenge, the Conciliation centre shall decide on the challenge. Pending the determination of the challenge, the Conciliation centre (including the challenged Conciliator) may continue or suspend the

Conciliation proceedings. However, the decision to the challenge should be taken as expeditiously as possible but not later than three months.

69.5 In the event a challenge to the appointment of Conciliator is unsuccessful, a suspension, if any, ordered by the Conciliation centre shall stand automatically vacated, and the proceedings of the centre can continue as normal. In such a situation, the Federation may in its discretion also impose a fine, payable to the Federation, on the party making the unsuccessful challenge.

69.6 Except where the challenged Conciliator withdraws voluntarily, or where Parties mutually agree to replace the challenged Conciliator, the Conciliation Centre shall pass a reasoned order regarding the challenge made, and the same shall be made available on the website.

69.7 In case of death of the appointed Conciliator or due to impossibility for such appointed Conciliator to act, Federation shall have the sole discretion to appoint a new Conciliator from the Panel and such newly appointed Conciliator, as far as Conciliation proceedings have taken place, will continue proceedings from thereon and any action taken prior to such replacement will not be affected.

RULE 70: STATEMENT OF PARTY BEFORE CONCILIATOR

70.1 The Conciliation Pleading Date shall be deemed to occur on the day on which conciliator(s) may have received notice in writing of their appointment by Federation after disposal of the challenge to their appointment, if any, made or upon expiry of Conciliator Challenge Period.

70.2 After the appointment of the Conciliator, within Seven days from the Conciliator Pleading date, both Parties shall make their brief written statements indicating the nature of the dispute and points of settlement, which shall be uploaded on Federation Web Portal.

70.3 Each written statement should be accompanied by copies of any documents to which it refers.

70.4 Each party shall, at the same time, submit or provide a copy of the written statement and supporting documents to the other party or parties via e-mode.

70.5 The Conciliator may require the parties to furnish supplementary and additional information with the documents available in support of them, as it deems fit and may make such submitted information / documents available to the other Party.

70.6 In case both the parties agree mutually, they may present their joint statement/stands/terms and conditions agreed upon and the same shall be taken on record by the conciliator for her/his due consideration during Conciliation proceedings.

RULE 71: CONDUCT OF CONCILIATION

71.1 The Conciliator may conduct the Conciliation in such manner as he or she sees fit, having in mind at all times the circumstances of the case and the wishes of the parties.

71.2 The Conciliator may communicate with the parties orally or in writing, together, or individually, and may convene a meeting or meetings at the Virtual Hearing Room which shall be created by Federation or at the request of the parties Federation has to determine any other place of meeting after consultation with Conciliator and parties.

71.3 Each party shall notify the other party and the Conciliator of the number and identity of those persons who will attend any meeting convened by the Conciliator.

71.4 Nothing which is communicated to the conciliator in private during the course of the Conciliation shall be repeated to the other party or parties, without the express consent of the party making the communication.

71.5 Each party shall identify a representative of that party who is authorized to settle the dispute on behalf of that party, and shall confirm that authority in writing.

71.6 Unless otherwise agreed by the parties, the Conciliator will decide the language(s) in which the Conciliation will be conducted.

RULE 72: ROLE OF CONCILIATOR

72.1 The conciliator shall:

(a) assist the parties in an impartial and independent manner to arrive at a mutually accepted resolution of the dispute in a time bound manner;

(b) assist the Parties to negotiate and to identify and define the issues in dispute;

(c) consider and be guided by the principles of natural justice related to the objective, attainment of justice and fairness, the rights and responsibilities of the parties, the prevailing business practices and beliefs, the business practices existed in the past among the parties, the suggestions submitted by the parties and the circumstances surrounding;

(d) hold meetings with the parties to the dispute, either jointly or separately, and keep the confidential information with herself/himself, if requested by any party.

(e) communicate the details of all meetings, documents presented and suggestions provide by the Conciliator to all the parties, except when the parties have expressly requested to keep such meeting or documents confidential.

(f) not be bound by the provisions of the Code of Civil Procedure, 1908 and the Indian Evidence Act, 1872.

72.2 At any stage during the Conciliation proceedings, the Conciliator may make a suitable proposal on its behalf for the resolution of the dispute, which may be in writing and with reasons / grounds.

72.3 The Conciliator, either on the basis of her own satisfaction or upon confirmation by the Federation, may verify the correctness and genuineness of the statement submitted by both the parties on Federation ODR Platform.

RULE 73: DISCLOSURE OF INFORMATION

73.1 When the Conciliator receives factual information concerning the dispute from a party, he/she shall disclose the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which he/she considers appropriate.

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

RULE 74: COOPERATION OF PARTIES WITH CONCILIATOR

74.1 The parties shall in good faith to cooperate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

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

RULE 75: CONCILIATION SETTLEMENT AGREEMENT

75.1 When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, such Conciliator shall formulate the terms of a possible settlement and submit them to the parties on Federation ODR Platform for their observations.

75.2 If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up the Conciliation Agreement within five days from the receipt of such request, basis the suggestions of the parties.

75.3 If the parties reach an agreement on the settlement of dispute during the Conciliation proceedings under Federation Rules, the parties may draw up and sign a Conciliation Settlement Agreement on the Federation ODR Platform.

75.4 Each party should give their observations to the Conciliator within two days from the receipt of the possible settlement by the Conciliator, basis which the Conciliator may reformulate the terms of a possible settlement in the light of such observations. After the consideration of both the parties to the settlement proposed by the Conciliator and after the amendments being accepted or rejected by the parties themselves, the final settlement terms will be documented by the Conciliator in the Conciliation Settlement Agreement and shared with the parties within five days from the receipt of such observations by the parties, if any.

75.5 The Conciliation Settlement Agreement which is signed by the parties to the dispute and the Conciliator shall be final and binding on the parties.

75.6 The parties may sign the Conciliation Settlement Agreement within two days from the receipt of the Conciliation Settlement Agreement. Once the parties to the dispute have signed the Settlement Agreement and after consideration and verification of the Settlement Agreement, the Conciliator shall authenticate and sign the Settlement Agreement on the Federation ODR Platform within two days from the date of the signature by the parties.

75.7 The Conciliator shall authenticate the Conciliation Settlement Agreement and furnish a copy of the same to each of the parties through Federation ODR Platform.

75.8 Unless decided otherwise by the parties, no Conciliation proceedings under Federation Rules shall exceed beyond a period of Ninety days from the date of commencement of conciliation proceedings.

75.9 The Conciliation Settlement Agreement signed by all the parties to the dispute and authenticated by the Conciliator will have the same effect and status as the Award passed under Rule 40 and by signing the settlement agreement, the parties agree to be bound by its terms.

RULE 76: CONCLUSION OF THE CONCILIATION PROCEEDINGS

75.1 The Conciliation will be end when, either:

- (a) a settlement agreement is signed by the parties; or
- (b) the parties advise the Conciliator that it is their view that a settlement cannot be reached and that it is their wish to terminate the Conciliation proceeding; or
- (c) the time limit for Conciliation provided in a Prior Agreement has expired and the parties have not agreed to extend that time limit.

RULE 77: TERMINATION OF CONCILIATION

77.1 All Conciliation proceeding under Federation Rules shall be deemed to be terminated in case:

- (a) all parties to the dispute and the Conciliator sign/counter sign the Conciliation Agreement;
- (b) the Conciliator makes a written declaration that the efforts towards Conciliation is not just and meaningful;
- (c) both parties address the Conciliator in writing to announce that Conciliation proceedings are now concluded.
- (d) one party makes a written declaration to the other party and the Conciliator, if appointed, that Conciliation proceedings are concluded.

77.2 If there is also a provision for settlement of the dispute through Arbitration under Federation Rules in case of failure/termination of Conciliation under the Federation Conciliation Clause, then upon termination of Conciliation proceeding under Rule [77.1(c) or (d)], the dispute will be referred to Arbitration under Federation Rules.

77.3 The disputes referred to an Arbitration under Rule 77.2 above, the Conciliator who presided over the Conciliation proceedings between the parties shall not act as Arbitrator and legal representative of either party. The Conciliator shall also not be presented by the parties as a witness in any arbitral or judicial proceedings.

77.4 Post termination of the Conciliation proceedings as provided in this Rule, the Conciliator will immediately inform the Federation, who will further inform the parties in this regard.

RULE 78: NO COMMENCEMENT OF ARBITRATION PROCEEDINGS OR JUDICIAL PROCEEDINGS

78.1 No party shall, during Conciliation proceedings, conduct any Arbitration proceeding or any kind of Judicial proceeding in respect of the dispute that is the subject matter of Conciliation proceedings unless either party considers that commencement of such

Arbitral or Judicial proceedings are necessary for the protection/preservation of their respective rights or interests.

RULE 79: ADMISSIBILITY OF CONCILIATION PROCEEDINGS IN OTHER PROCEEDINGS

79.1 Parties in any Arbitration or Judicial proceeding (whether or not related to a dispute involving that Conciliation proceeding under Federation Rules) shall not present as evidence nor rely on the facts of the Conciliation proceeding being conducted under Federation Rules, including:

- (a) suggestions and views expressed by the other party for possible resolution of the dispute on Federation Platform;
- (b) any admission/acceptance (except Conciliation Settlement Agreement) made by the other party in the course of Conciliation proceedings under Federation Rules;
- (c) any proposals made by the Conciliator to either party;
- (d) willingness expressed by the other party in accepting any proposal made by the Conciliator.

RULE 80: REPRESENTATIVE

80.1 Each party may participate on their own or through a person authorized by such party to take final and conclusive decisions during Conciliation proceedings under Federation Rules at every stage, whether or not such person is legally trained, provided that there is no threat, or fear forced upon such representative.

80.2 The Conciliator may, in exercise of his discretion, refuse to allow such person to participate in the Conciliation proceedings which may affect the credibility of Conciliation proceedings under Federation Rules.

80.3 The concerned party shall inform the Conciliator and the other party of such representative as mentioned in Rule 80.1 at least three working days before the commencement of the proceedings.

RULE 81: COST

81.1 Upon initiation of the Conciliation proceedings, the Federation shall fix the costs of the Conciliation and notify thereof to the parties.

81.2 For the purpose of sub-rule (1), “costs” means reasonable costs relating to-

- (a) the fee and expenses of the Conciliator and witnesses requested by the Conciliator with the consent of the parties.
- (b) any expert advice requested by the Conciliator with the consent of the parties.
- (c) any other expenses incurred in connection with the Conciliation proceedings and the settlement agreement.
- (d) the Registration Fee and Administrative Fee payable to the Federation in accordance with Schedule I, and any expenses payable to the Federation

81.3 The costs shall be borne equally by the parties unless the Settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

81.4 Any other or further cost including the costs and fees as specified in Rule 14 and 41.

RULE 82: DEPOSITS FOR COST OF CONCILIATION

82.1 The federation may direct each party to deposit an equal amount as an advance for the costs referred to in Rule 81.2 which he/she expects will be incurred.

82.2 During the course of the Conciliation proceedings, Federation may direct supplementary deposits in an equal amount from each party.

82.3 If the required deposits under sub-rule (1) and (2) are not paid in full by both parties within thirty days, the Conciliator may suspend the proceedings or may make a written declaration of termination of the proceedings to the parties, effective on the date of that declaration.

82.4 In the event that a party fails to pay its share of the Deposit, another party may make a substitute payment to allow the Conciliation to proceed.

82.5 Upon termination of the Conciliation proceedings, the federation shall render an accounting to the parties of the deposits received and shall return any unexpended balance to the parties.

82.6 If the Costs exceed the Deposit, the shortfall will be invoiced for immediate payment by the parties in such proportions as the parties may have agreed in writing or, absent such agreement, in such proportions as Federation may determine.

PART V MISCELLANEOUS

RULE 83: PAPERLESS PROCEEDINGS

83.1 The Arbitrator, Mediator and Conciliator may choose to carry out the entire/part proceedings in a paperless digital environment under the Federationweb portal.

83.2 Online Dispute Resolution proceedings shall be carried out by the Dispute Resolution Professionals, the parties and their counsel upon registering themselves on the eadr.in

83.3 In Federation software, the parties can easily check the orders passed by the DRP's as daily order sheets and next date of hearing are uploaded on the website time to time.

83.4 The software can be used to book online as well as offline hearings i.e. Hybrid Hearing.

83.5 The Federation provide e-Certified copies of the records as well as proceeding sheets apart from certified hard copies.

RULE 84: ADJOURNMENT

The Arbitrators, Mediators and Conciliators shall not provide any adjournment in the proceedings unless provided herein.

84.1 Dispute Resolution Professionals may, with reasons to be recorded in writing and communicated to all the parties to the proceedings, grant adjournment if found to be justifiable in an exceptional, necessary and appropriate cases.

84.2 If the request for adjournment has arisen, then such application seeking adjournment supported by sufficient and cogent reasons and necessary documents, shall be uploaded on this Platform or web portal or may be informed by email at rkeadr@federation@gmail.com by 2 pm on the day preceding the due date of the action for which adjournment is sought, and the other Party must be immediately informed of such application seeking adjournment in writing by the Party making such request.

84.3 If the other party has any objection to the request the adjournment, he/she/it shall necessarily file such objection in writing within twenty-four hours on this Platform or Web portal.

84.4 The DRP's shall make a decision regarding the adjournment considering the facts and circumstances of the request, after giving due consideration to the views of the other party.

84.5 The DRP's may determine costs (if any), payable by the party seeking such adjournment.

RULE 85 CONFIDENTIALITY AND PRIVACY

85.1 Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to:

- (a) the arbitration under the arbitration agreement; or
- (b) an award or Emergency Decision made in the arbitration.

85.2 Sub rule (1) also applies to the Arbitral Tribunal, expert, witness and the members of Federation.

85.3 Sub-rule (1) does not prevent the publication, disclosure or communication of information referred to in sub-rule (1) by a party or party representative:

- (a) (i) to protect or pursue a legal right or interest of the party; or(ii) to enforce or challenge the award or Emergency Decision referred to in sub rule (1) in legal proceedings before a court or other authority; or
- (b) To any government body, regulatory body, court or tribunal where the party is obliged by law to make the publication, disclosure or communication; or
- (c) to a professional or any other adviser of any of the parties, including any actual or potential witness or expert; or

(d) to any party or additional party and any confirmed or appointed Arbitrator for the purposes of Rule 34, 35, 36 or 37; or

85.4 The deliberations of the Arbitration, Mediation and Conciliation are confidential.

85.5 The Federation may publish any award, whether in its entirety or in the form of summary, only under the following conditions:

(a) all references to the parties' names and other identifying information are deleted; and

(b) No party objects to such publication within the time limit fixed for that purpose by the Federation. In the case of an objection, the award shall not be published.

85.6 All Arbitration, Mediation and Conciliation sessions shall be private, and shall be attended only by the DRP's, the parties and their legal representatives and those individuals identified pursuant to Rule 18.7, 55.5, 71.5.

85.7 The dispute resolution process, whether Arbitration, Mediation or Conciliation and statements and documents prepared for the purposes of the resolution, shall be confidential and covered by "without prejudice" or negotiation privilege.

85.8 The Mediation and Conciliation shall be confidential. Unless agreed among the parties, or required by law, neither the Mediator or Conciliator nor the parties may disclose to any person any information regarding the Mediation and Conciliation or any settlement terms, or the outcome of the Mediation and Conciliation proceedings.

85.9 All documents or other information produced for or arising in relation to the Mediation and Conciliation will be privileged and will not be admissible in evidence or otherwise discoverable in any litigation or Arbitration in connection with the dispute referred to Mediation and Conciliation, except for any documents or other information which would in any event be admissible or discoverable in any such litigation or Arbitration.

85.10 The parties shall not rely upon, or introduce as evidence in any Arbitral or Judicial proceedings, any admissions, proposals or views expressed by the parties or by the Mediator or Conciliator during the course of the Mediation and Conciliation proceeding.

RULE 86: EXCLUSION OF LIABILITY

86.1 Any Dispute Resolution Professionals, any person appointed by the Tribunal, including any board members, officers, representative and employees of Federation, shall

not be liable to any person for any negligence, act or omission in connection with any Arbitration, Mediation or Conciliation administered by the Federation in accordance with these Rules.

86.2 Any Dispute Resolution Professionals, any person appointed by the Tribunal, including board members, officers, representative and employees of Federation, shall not be under any obligation to make any statement in connection with any Arbitration, Mediation or Conciliation administered by the Federation in accordance with these Rules. No party shall seek to make any Dispute Resolution Professionals, any person appointed by the Tribunal, including any officers, representative and employees of Federation act as a witness in any legal proceedings in connection with any Arbitration, Mediation or Conciliation administered by the Federation in accordance with these Rules. The Federation shall however provide a Party, on demand, and on payment of requisite fees, an electronic copy of the entire arbitral record together with a certificate certifying that the data has not been tampered with or altered since having been uploaded on the online platform.

RULE 87: STAMP DUTY

87.1 The parties to any proceedings under these Rules shall bear the cost of stamp duty applicable to any award, Settlement agreement or order.

87.2 Deficient stamp duties, if any, are to be paid by the parties to any proceedings under these Rules in equal share in all cases in accordance with the applicable rate of stamp duties for the time being in force. In case of an ex-parte Award under these Rules, the entire stamp duty shall be paid by the Claimant in accordance with the applicable rate of stamp duty.

RULE 88: WAIVER OF RIGHT TO OBJECT

88.1 Any party who proceeds with the proceedings under these Federation Rules with the knowledge that any provision or requirement of these Federation Rules has not been

complied with, yet fails to state his objection thereto in writing, shall be deemed to have waived their right to object.

RULE89: OFFICIAL WORK HOURS AND DAYS

89.1 Federation does not operate on weekends and public holidays. The timeline for any dispute resolution process excludes the above-mentioned days.

89.2 The working time for Federation and their Employees is 10 AM to 7 PM. *{Please note that these timings may alter subject to urgent requirements.}*

89.3 The parties may upload their Pleadings on this Online Platform or web portal any time prior to the last date of any specified event, as prescribed under Federation Rules. However, on the due date fixed for hearing in advance, the pleadings/evidences/documents/applications can be uploaded latest by 2 noon one day before the hearing and only the uploaded by this time will be considered by the Tribunal for that day's proceedings.

RULE 90: LIEN ON AWARD AND SETTLEMENT AGREEMENT

90.1 The Federation, Arbitrator, Mediator and Conciliator shall have a lien over any awards and Settlement Agreement issued by the DRP's to secure the payment of their outstanding fees and expenses, and may accordingly refuse to communicate any such awards and agreement to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.

RULE 91: GOVERNING LAW

91.1 The terms of this Schedule and any non-contractual obligation arising out of or in connection with them shall be governed by and construed in accordance with India law.

RULE 92: RECORD OF PROCEEDINGS

92.1 Federation shall keep and maintain the Records for a period of Two year from the date of termination of proceedings provided there is no intimation of any challenge.

92.2 Federation may erase all the data and records pertaining to any proceedings under these Rules after the expiry of the time period as specified above in this Rule.

RULE 93: AMENDMENT TO RK e-ADR FEDERATION RULES

93.1 RK e-ADR Federation shall have the sole right to make any amendments in these Federation Rules, its schedules, fees etc., as it deems fit and necessary and such amendments shall be effective prospectively from the date of a communication notifying such amendment.

SCHEDULE

version in force as on _____

SCHEDULE I: REGISTRATION AND ADMINISTRATIVE FEES

1. REGISTRATION FEES:

1.1 When submitting the Request for Arbitration, Mediation and Conciliation or e-Filing the Claim Petition, the Claimant shall pay a Registration Fee for a tune of **Rs. 500/-**.

1.2 If the Claimant fails to pay the Registration Fee, the Federation shall not proceed with the Arbitration, Mediation or Conciliation subject to Rule[4.11, 50.9 and 66.9].

1.3 The Registration Fee is not refundable save in exceptional circumstances as determined by the Federation in its sole discretion.

2. ADMINISTRATIVE FEES:

2.1 Administrative Fees shall be determined by the Federation and the same will be intimated with the parties in accordance with their respective case on or after the appointment of DRP's.

2.2 An interest claim shall not be taken into account for the calculation of the amount in dispute, except where the Federation determines that doing so would be appropriate.

2.3 Claims and counterclaims are added for the determination of the amount in dispute. The same rule applies to any set-off defence or cross-claim, unless the DRP's, after consulting with the parties, concludes that such set-off defence or cross-claim will not require significant additional work.

2.4 Where there are alternative claims, only the principal claim shall be taken into account for the calculation of the amount in dispute, except where the Federation considers it appropriate to take into account the amount of any alternative claim.

2.5 Pursuant to Rule 27.2, 34.10, 35.8 or 37.2 or where in the opinion of the Federation there are exceptional circumstances, the Federation may adjust the Administrative Fees.

2.6. If the amount in dispute is not quantified, Administrative Fees shall be fixed by the Federation, taking into account the circumstances of the case.

2.7. The parties are jointly and severally liable for RK e-ADR Federation Administrative Fees.

SCHEDULE II:

ARBITRAL TRIBUNAL'S FEES, EXPENSES, TERMS AND CONDITIONS

1. Scope of Application and Interpretation

1.1 Subject to any variations agreed by all parties or changes the Federation considers appropriate, this Schedule shall apply to arbitration in which the arbitral tribunal's fees and expenses are to be determined in accordance with Rule 14 and to the appointment of an emergency Arbitrator.

1.2 The Federation may interpret the terms of this Schedule as well as the scope of application of the Schedule as it considers appropriate.

2. Arbitral Tribunal FEES

2.1 Arbitrators will charge at hourly rates, which may vary according to the circumstances of the case and the qualifications of the Arbitrator.

2.2 The fees of the Arbitrator shall be fixed by the Federation and agreed with the parties prior to the appointment of the Arbitrator and will generally be at an hourly rate not exceeding INR 30,000 per hour.

2.3 Fees to the arbitral tribunal shall generally be made by the Federation from funds deposited by the parties.

2.4 Payments/Fees to the arbitral tribunal shall be made in Indian Rupees.

2.5 The parties are jointly and severally liable for the fees and expenses of an Arbitrator appointed by the Federation.

3. Arbitral Tribunal's Expenses

3.1 The Arbitral Tribunal shall be reimbursed for its reasonable expenses (the reasonableness of which will be solely determined by the Federation).

3.2 The expenses of the Arbitral Tribunal shall not be included in the arbitral tribunal's fees charged by reference to Schedule II.

3.3 Expenses of Arbitral Tribunal shall be borne by both the parties equally.

3.4 Expenses incurred by the Federation or the Arbitral Tribunal in connection with the Arbitral proceedings (such as postage, telephone, facsimile, room hire, catering and other support services) will be charged by the parties as the expenses of the Federation or Arbitral Tribunal.

4. Miscellaneous Expenses

4.1 The parties shall be responsible for expenses incurred and relating to arrangement of support services engaged for the purposes of the Arbitration including, but not limited to the cost of hearing rooms, interpreters and transcription services. Such expenses may be incurred by both the parties equally or the party who avail the miscellaneous services.

5. Cancellation Fees

5.1 If a scheduled Arbitral Tribunal hearing is cancelled at the request of parties or their counsel than the concerned party can be burdened with cost which can either be deposited with Federation or can be paid in part to the opposite party as ordered by the tribunal.

5.2 Where hearing days are cancelled or postponed other than by agreement of all parties or request of the Arbitral Tribunal, this may be taken into account when considering any subsequent apportionment of costs.

6. Joint And Several Liability

6.1 Where an Arbitration is commenced pursuant to Rule 4, the parties shall be jointly and severally liable for the Arbitrator's Fees and Expenses, and the Administration Fees and Expenses and other Expenses specified by the Federation time-to-time.

SCHEDULE III:

MEDIATOR'S AND CONCILIATOR'S FEES AND EXPENSES

1. Mediator and Conciliator Fees

1.1 Mediators and Conciliators will charge at hourly rates, which may vary according to the circumstances of the case and the qualifications of the Mediator and Conciliator.

1.2 The fees of the Mediator and Conciliator shall be fixed by the Federation and agreed with the parties prior to the appointment of the Mediator and Conciliator and will generally be at an hourly rate not exceeding INR 30,000 per hour.

1.3 Fees to the Mediator and Conciliator shall generally be made by the Federation from funds deposited by the parties.

1.4 Payments/Fees to the Mediator and Conciliator shall be made in Indian Rupees.

1.5 The parties are jointly and severally liable for the fees and expenses of Mediator and Conciliator appointed by the Federation.

2. EXPENSES

2.1 The Mediator and Conciliator shall be reimbursed for its reasonable expenses (the reasonableness of which will be solely determined by the Federation).

2.2 The expenses of the Mediator and Conciliator shall not be included in the Mediator's and Conciliator's fees charged by reference to Schedule III.

2.3 Expenses of Arbitral Tribunal shall be borne by both the parties equally.

2.4 Expenses incurred by the Federation or the Mediator or Conciliator in connection with the proceedings (such as postage, telephone, facsimile, room hire,

catering and other support services) will be charged by the parties as the expenses of the Federation, Mediator or Conciliator.

3. Miscellaneous Expenses

3.1 The parties shall be responsible for expenses incurred and relating to arrangement of support services engaged for the purposes of the Mediation and Conciliation including, but not limited to the cost of hearing rooms, interpreters and transcription services. Such expenses may be incurred by both the parties equally or the party who avail the miscellaneous services.

4. Cancellation Fees

4.1 If a scheduled Mediation and Conciliation hearing is cancelled at the request of parties or their counsel than the concerned party can be burdened with cost which can either be deposited with Federation or can be paid in part to the opposite party as ordered by the DRP's.

4.2 Where hearing days are cancelled or postponed other than by agreement of all parties or request of the Mediator or Conciliator, this may be taken into account when considering any subsequent apportionment of costs.

5. Joint And Several Liability

5.1 Where a Mediation or Conciliation is commenced pursuant to Rule 50 and 66, the parties shall be jointly and severally liable for the Mediator's and Conciliator's Fees and Expenses, and the Administration Fees and Expenses and other Expenses specified by the Federation time-to-time.