



AISTA ARBITRATION RULES, 2018

(Adopted on 29th September, 2018)

ALL INDIA SUGAR TRADE ASSOCIATION

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AISTA ARBITRATION RULES, 2018

CHAPTER 1: SHORT TITLE, COMMENCEMENT AND APPLICABILITY

1. Short title, commencement and applicability:

(i) **Short Title:** These Rules shall be called "AISTA Arbitration Rules, 2018".

(ii) **Commencement:** These Rules shall come into effect from a date the Managing Committee of All India Sugar Trade Association (AISTA) may appoint.

(iii) **Applicability:**

(a) These Rules shall apply to any or all disputes or differences referred to AISTA for settlement, arising out of or in relation to any commercial transaction pertaining to or involving sale or purchase or supply of sugar or contract for provision of any service in relation to any transaction in sugar or contract for transfer of export performance or any other commercial or financing transaction, by whatever name called, relating to packing, repacking, supply, transportation, forwarding, clearing, handling, storage or any such activity up to and till the date and shall include import or export of sugar into India or from India.

(b) AISTA Arbitration Rules, 2018 in force at the time any such reference for arbitration is received by AISTA shall apply to the reference.

(c) Any dispute which is liable to be referred to or is referred to AISTA shall be determined exclusively in accordance with these Rules and these Rules shall be deemed to be an integral part of every commercial transaction or commercial contract relating thereto, whether so mentioned in the said contract or otherwise.

2. **Definitions and interpretation:** In these Rules, unless the context otherwise requires:

(a) **"Act"** means the Arbitration and Conciliation Act, 1996, including amendments thereto, Rules and Regulations framed thereunder and notifications, orders, instructions and circulars that may have been issued by any authority empowered in this regard from time to time. This shall also be deemed to mean any statute which has the effect of superseding the Arbitration and Conciliation Act, 1996 or any notifications, orders, instructions and circulars relating thereto.

(b) **"Arbitral Tribunal" or "Tribunal"** means a sole Arbitrator or more than one Arbitrators appointed under these Rules.

(c) **"Arbitration"** means the process of arbitration conducted to adjudicate any reference made to AISTA pursuant to a contract of arbitration inherent in the contract or in relation thereto which the dispute has arisen, or a separate contract of arbitration entered into by and between the parties to the contract.

- (d) "**AISTA**" means the All India Sugar Trade Association, a society registered in Delhi under the Societies Registration Act, 1860.
- (e) "**Buyer**" means a person who may have purchased or agreed to purchase sugar or a service related to sugar from another person pursuant to a contract, whether written or oral or whether explicit or implied.
- (f) "**Chairman**" means the Chairman of AISTA and includes Vice Chairman designated to discharge the functions of Chairman in his absence.
- (g) "**Chief Executive Officer**" or "**CEO**" means the Chief Executive Officer of AISTA, irrespective of his designation and includes any officer of AISTA designated by the Chairman to discharge the duties of Chief Executive Officer in the absence of the latter.
- (h) "**Fast Track Arbitration**" means arbitration process carried out under clause 34 of the Rules.
- (i) "**Intermediation**" means a service which brings together the principals, being buyer and seller or receiver and supplier of sugar or any service pursuant to a contract of service, whether written or oral or whether explicit or implied, and intended to bring into being a contract between the principals.
- (j) "**Managing Committee**" means the body elected as such as per Rules and holding office for the time being.
- (k) "**Member**" means any person who has been admitted as a member of AISTA under any category.
- (l) "**Non-Member**" means any individual, firm or a body corporate, which is not a member of AISTA.
- (m) "**Party**" means a "**Claimant**" or a "**Respondent**", in a dispute brought to AISTA for arbitration, be it an individual, firm or a body corporate, whether a member or a non-member of AISTA, unless such meaning is repugnant to this context. "**Parties**" mean more than one such party.
- (n) "**Receiver**" means any receiver of sugar or any service relating to sugar.
- (o) "**Rules**" means AISTA Arbitration Rules, 2018 and includes amendments made thereto from time to time.
- (p) "**Seller**" means any person who has sold or agreed to sell sugar or any service relating to sugar to a buyer or buyers in a contract of sale of sugar or a contract of service whether written or oral or express or implied..
- (q) "**Sugar**" means any product or by product or co product of processing of sugarcane, including white, refined or raw sugar of any kind like sugar

containing any colouring, or flavouring and sugar cubes and includes gur, khandsari, bagasse, molasses, alcohol, ethanol and such other commodities.

- (r) **"Supplier"** means any person who has supplied or agreed to supply sugar or any service relating to sugar.
- (s) **"Service provider"** any person who has supplied or agreed to supply any service like superintendence, clearing, forwarding, warehousing, packing, repacking, transportation intermediation, financing or any such activity in relation to sugar.

Explanation 1: Any term not defined herein shall have the meaning attached to it in the Act and, in case the meaning is not found in the Act, then the meaning assigned to it by the Arbitral Tribunal shall be binding on the parties.

Explanation 2: In case of any disagreement regarding interpretation of these Rules or any clause hereof, the interpretation given by the Chairman shall be final and binding.

3. **Recommended arbitration clause:** "Any dispute(s) arising out of or in connection with or in relation to this Contract shall be referred to arbitration before the All India Sugar Trade Association (AISTA) for settlement in accordance with AISTA Arbitration Rules, 2018 as amended from time to time. Such binding Arbitration shall be conducted in accordance with the Indian Arbitration law."

CHAPTER 2: MATTERS PERTAINING TO ARBITRATION

4. Arbitral Panel:

- (a) The Managing Committee of AISTA shall maintain a Panel of Arbitrators (hereinafter referred to as "Panel"), each of persons appointed on the Panel being persons of high integrity and reputation in any field of business management, trade and industry, law, public administration, research or academics or public service.
- (b) The Managing Committee shall have sole discretion in the matter of formation of the Arbitral Tribunal or inclusion or non-inclusion of any person therein and shall have the authority to make such changes from time to time in the Panel, as it deems fit.
- (c) The term "appointment" on the Arbitral Panel shall include their re-appointment.
- (d) The Managing Committee may remove any person from the Panel based on periodic performance evaluation, but such removal shall not have any impact on continuation of a person so removed, on any existing Tribunal and he shall continue to serve on the said Tribunal till the disposal of the reference under arbitration.

(e) Any office bearer of AISTA, including the members of the Managing Committee and the Chief Executive Officer shall not be eligible to be appointed on the Panel till they hold such office. If a person on the Panel gets elected or appointed to any such office in AISTA, he shall forthwith cease to be a member of the Panel and, if he is on any Arbitral Tribunal at the material time, he shall cease to be on the same except till a substitute is appointed to take over his duties but he shall not participate in any proceedings of the Tribunal during such interregnum.

(f) If a member of the Panel conveys to AISTA his inability to continue on the Panel, he shall have the liberty to opt to continue to serve on any Tribunal of which he may be a member at that time.

(g) The name of member of the Panel shall stand deleted on his death.

(h) Grounds for removal of any member on the Panel:

(i) He is adjudged insolvent.

(ii) He is convicted for any offence involving moral turpitude, even if an appeal against the conviction may be subsisting in a court of law.

(iii) He is of unsound mind.

(iv) He is physically unfit to discharge the duties in the judgement of the Managing Committee.

(v) He is adjudged by the Managing committee not fit and proper for continuance as member.

(vi) Arbitrators shall be appointed on any Arbitral Panel only from amongst the persons whose names appear on the panel of arbitrators.

5. **Applicable law:** The Arbitral Tribunal and the arbitral award shall be governed by the Act within the meaning assigned to the term in clause 2(a).

6. **Seat of arbitration:** The seat of the Arbitration proceedings shall be Delhi or any other place in India as the Tribunal may decide. The Tribunal, at the request of the parties, shall be free to hold hearings at any place or places other than the seat of arbitration.

7. **Language of arbitration proceedings:** Language of Arbitration Proceedings:

(a) The Tribunal shall be free to conduct the arbitral proceedings in any language with which the parties and those tendering evidence may be conversant but the proceedings shall be recorded in English language only. Testimony of such witnesses who may not be conversant with English language may, however, be recorded in the language in which they may have been permitted by the Tribunal to depose.

(b) All documents and pleadings shall be submitted to AISTA and the Tribunal by the parties in English language only and, should any original document on which reliance may have been placed by any party, be in any language other than English language, a translation thereof in the English language, duly certified to the satisfaction of the Tribunal, shall also be submitted to the Tribunal.

Reference of a dispute to arbitration:

8. Any party wishing to commence an arbitration concerning a dispute shall give to the other party ten clear days' written notice of his intention to claim arbitration.
9. After the expiry of the above referred notice period, a written request for arbitration may be sent to the Chief Executive Officer, along with the name of arbitrator appointed by him and a copy of the written consent of the arbitrator so appointed.
10. The Claimant shall, together with the request for arbitration, or within such time as the Chief Executive Officer may, in his absolute discretion, allow, forward to him the following:
 - (a) Clear and concise statement of his case, in quintuplicate;
 - (b) Copies of the contractual documents under which the arbitration arises, in quintuplicate;
 - (c) All supporting documentary evidence the complainant wishes to rely upon, in quintuplicate;
 - (d) The names, postal addresses, telex, facsimile numbers and electronic mail addresses, names of key personnel, to the extent available, of the parties to the arbitration;
 - (e) A non-returnable registration fee of Rs 20,000/-;
 - (f) An advance payment on account of AISTA's fees, costs and expenses (refer Rule14).
11. The Chief Executive Officer, shall, within one week of the receipt of the statement of claim, provide the respondent with a copy of the statement of claim received from the claimant along with the name of arbitrator nominated by him, calling upon the respondent to appoint an arbitrator on his behalf.

CHAPTER 3: APPOINTMENT, FEES AND OTHER COSTS OF ARBITRATION

12. Appointment of arbitrators:

- (1) The parties shall have option to either opt for arbitration with three arbitrators or with a sole arbitrator.
 - (a) **Arbitration with three arbitrators:**
 - (i) The claimant shall, along with the request for arbitration made under clause 9, communicate to the Chief Executive Officer, the name of the arbitrator appointed by him along with a copy of confirmation from him to act as arbitrator.
 - (ii) The second party shall appoint an arbitrator and communicate the name of the person so appointed, along with a copy of his confirmation, within fifteen days of being called upon by the Chief Executive Officer to appoint an arbitrator.
 - (iii) The two arbitrators, so appointed, shall appoint the third arbitrator who shall act as the presiding arbitrator.

(b) Arbitration with sole arbitrator:

- (i) The parties are required to come to an agreement on the name of the sole arbitrator within thirty days of the claimant making a request for arbitration under clause 9 stating that he proposed arbitration by a sole arbitrator. The Claimant shall, however, be at liberty to communicate to the Chief Executive Officer within a period of thirty days, the failure to reach an agreement with the other party on appointment of a sole arbitrator and nominate his arbitrator, where after the process in clause 12 (a) shall commence.

Provided that if any arbitrator, including the sole arbitrator, fails to take up the assignment within fifteen days of the panel having been formed, the Chief Executive Officer shall forthwith call upon party or parties whose nominee has failed to take up the assignment, to appoint the substitute within a further period of fifteen days. If the third arbitrator needs to be so substituted, the two arbitrators, after having been appointed, shall appoint the substitute within fifteen days. If the sole arbitrator fails to take up the assignment, the parties shall have the option to either appoint a substitute or one arbitrator each by following the process laid out in this clause, within the prescribed time limits.

- (2) If any Arbitrator, after consenting to act in a reference, neglects or refuses to act, or is incapable of acting or becomes unavailable, the party which appointed him shall be called upon to appoint another person as Arbitrator from the Panel in his place within 15 days of being called upon to do so by the Chief Executive Officer, failing which the Chairman shall appoint the substitute arbitrator under these Rules.
- (3) The Chairman shall appoint an arbitrator or arbitrators in the following situations, within fifteen days of being called upon to do so, with prior written consent of the person or persons so appointed:
- (i) if a party fails to appoint an arbitrator within fifteen days from the date of being called upon by the Chief Executive Officer to do so; or
- (ii) If the two appointed arbitrators fail to agree on the third arbitrator, along with his written consent to act as such, within fifteen days from the date of the appointment of the second arbitrator; or
- (iii) If one or both of the parties fail to make the appointment within the time permitted; or
- (iv) If, any party or parties or arbitrators have failed to appoint a substitute arbitrator where an incumbent arbitrator neglects or refuses to act, or is incapable of acting or becomes unavailable to take up the assignment in the circumstances enumerated in the clause 12 (2).
- (4) An arbitrator appointed by the Chairman under these Rules shall be considered to be an arbitrator appointed by the relevant party who had failed to appoint an arbitrator.
- (5) Any arbitrator, once appointed for a reference, shall continue to act as arbitrator till the reference is finally decided, even if he has ceased to be on the Panel or ceases to hold a position in the organisation with which he may be associated at the time of his appointment in the Panel, unless he is otherwise disqualified under these rules.
- (6) The appointment of an arbitrator once appointed, including the sole arbitrator, cannot be revoked, changed or substituted, except under the circumstances spelt out in these Rules.

- (7) Any person appointed as arbitrator under these Rules shall be only from amongst the persons on the Panel.

13. Challenge to appointment of arbitrator:

- (i). A Party shall have the right to challenge the appointment of an arbitrator on receipt of the notice of his appointment on any of the grounds of challenge as provided in the Act. The challenge shall be made not later than 15 days of the appointment having a person being appointed as arbitrator being communicated to the challenging party or within 15 days of his becoming aware of the reasons, if the disqualification has been incurred subsequent to the appointment.
- (ii). The party challenging the appointment of an arbitrator shall do so by way of a communication to the Chief Executive Officer, clearly stating the grounds of challenge, along with copies of documents or other evidence he proposes to rely upon to substantiate the challenge, along with a sum of Rs 50,000/- plus applicable taxes, to defray the cost of examining the challenge for its maintainability. The Chief Executive Officer shall refer the challenge to a body of three persons formed by him out of a standing panel appointed for this purpose by the Managing Committee. The body, so formed, shall be free to adopt any procedure they consider fit for disposing of the challenge and shall have the exclusive authority to decide on the maintainability of the challenge and the majority decision of the said standing panel shall be final and binding on the parties as well as the arbitrators. The standing panel shall have a tenure as may be decided by the Managing Committee and its members shall be entitled to such honorarium as the Managing Committee may fix from time to time besides reimbursement of the expenses incurred in connection with the work involved in deciding the maintainability of the challenge.

14. Arbitration fees and costs: The claimant and any counter claimant, as the case be, shall, along with the claim or counter claim, pay to AISTA, in advance at the time of making the request for arbitration or counterclaim, by demand draft, banker's cheque or electronic transfer as per the following scale, failing which the request for arbitration, the claim or counter claim shall not be entertained:

(1) Arbitration fees

- (a) Claims up to Rs. 2 crores: 1% of the claim amount, subject to a minimum of Rs. 25,000/-.
- (b) Claims between Rs. 2 crores to Rs. 5 crores: Rs. 2 lakhs + 0.50% of claim exceeding Rs. 2 crores
- (c) Claims between Rs. 5 crores to Rs. 10 crores: Rs. 3.50 lakhs + 0.25% of claim exceeding Rs. 5 crores
- (d) Claims above Rs. 10 crores Rs. 4.75 lakhs + 0.1% of claim exceeding Rs. 10 crores.

Explanation: For the purposes of this clause, claim includes counterclaim(s),

- (2) If during the course of the Arbitration proceedings, any party desires to enhance its claim or counter claim, additional fee as per the scale of fees provided herein, shall be payable. No such enhanced claim will be considered in the proceedings by the Arbitral Panel till the additional fee has been deposited with AISTA.

(3) Honorarium:

(a) An honorarium of Rs 5,000 plus applicable taxes is payable to each arbitrator per hearing as sitting fee. The party appointing the arbitrator shall bear this cost in respect of the arbitrator appointed by him and all the parties to a dispute shall equally share the honorarium payable to the third arbitrator. No payments shall be made by any party directly to an arbitrator.

(b) A lump sum amount of honorarium of Rs 15,000/-plus applicable taxes, shall be payable to each arbitrator in respect of proceedings under Clauses 33 or 34 (1), where the arbitrators may have decided to dispense with hearings.

(c) The Management Committee is empowered to review and re-fix the honorarium from time to time on the recommendation of the Chief Executive Officer.

(4) The parties shall be required to pay an imprest of Rs 50,000/- each to AISTA before the commencement of the Arbitration proceedings in order to make payment of honorarium to the arbitrators, cost of their travel, boarding, lodging and incidentals, including the expenses relating to travel, boarding, lodging and conveyance incurred by the members of staff deputed to assist the Tribunal when the venue of hearings or meetings is outside Delhi. The imprest is required to be kept with AISTA at all times by making additional payments to AISTA as and when demanded. In case any party neglects or fails to pay any sums demanded by AISTA, interest at the rate of 12% per annum shall be levied and collected by AISTA. AISTA shall render to the parties the final account of imprest within six months of the conclusion of the proceedings and refund the unspent balance, if any. Any such expense incurred by AISTA out of the imprest shall not be open to question by anybody under any circumstances.

(5) The Tribunal may, at any time, direct any of the parties to pay to AISTA such other costs, expenses, interest and other charges as may be deemed proper in its judgement, which cannot be called to question.

(6)(i) The Tribunal may, at its sole discretion, direct the Chief Executive Officer to obtain legal or expert advice on any matter related to the proceedings before it. The opinion or advice offered by such person or persons whether or not in writing shall be for the sole use of the Tribunal and AISTA and shall not be made available to any of the parties unless permitted by the Tribunal.

(ii) The Tribunal may, at its sole discretion, direct by whom and in what manner any costs of legal consultation and other costs and expenses related to the same are to be borne in situations where the Tribunal decides to avail legal or expert consultation.

(7) Fees and other charges are payable strictly in advance.

- (8) The costs relating to travel, boarding and lodging, honorarium etc of the arbitrators appointed by each party shall be paid by AISTA on account of the party concerned.
- (9) GST, or any other applicable tax, shall be levied and collected as per law in addition to the charges mentioned herein. On the question of levy of any withholding tax on the said charges, the decision of AISTA shall be final and binding on the concerned parties.
- (10) The Chief Executive Officer, or any functionary authorised by him, shall have authority to call for or receive payment of all costs, charges, fees, interest, deposits and other expenses.

CHAPTER 4: PROCESS OF ARBITRATION

15. The Arbitral Tribunal shall be deemed to have entered into the reference on the day on which the sole arbitrator or all the arbitrators, as the case may be, have been sent notice in writing of their appointment by the Chief Executive Officer after disposal of the challenge, if any, to the appointment of any of them.
16. The Chief Executive Officer, in consultation with the Tribunal, shall fix suitable time, date and place for the first hearing of the reference and shall convey the same in writing to the parties. No such communication shall, however, be necessary if the Tribunal has conveyed to the parties the date, time and place for the next hearing in the course of a hearing.
17. A person representing any party in the proceedings will submit an authority letter of the party duly signed by the Sole Proprietor, Partner or a Director or a certified copy of Board Resolution as may be applicable, mentioning such person's relationship with or status in the party's organisational set-up.
18. No party to a reference shall, without the express permission of the Tribunal, be entitled to appear through or be assisted during any proceedings before the Tribunal, by a counsel, attorney, advocate or pleader.

Provided, however, that when one party is so permitted or a party is represented by an in-house legally qualified person, the other party shall have the liberty to seek representation or assistance during the proceedings by a person holding legal qualification or a counsel, attorney, advocate or pleader.

19. Amended or additional claim:

- (a) The Tribunal may, at its sole discretion, after hearing both the parties, permit the claimant to file a revised, amended or additional claim. In such case, however, a suitable opportunity shall be given by the Tribunal to the Respondent to file his reply, including counter claim, to the same.
- (b) The party or parties filing additional claim or counterclaim shall be required to pay any additional costs besides the fees etc. as per Rule 14. Such payment

which shall be a condition *a priori* to acceptance by the Tribunal of the revision, amendment or additional claim or counterclaim for admission for adjudication.

20. Power of arbitrators:

- (a) The arbitrators shall have power to examine the parties and witnesses on oath or otherwise, solemnly affirmed or otherwise, to call for relevant books, papers, documents or electronic media in possession or power of the parties and to retain the same against the acknowledgement or return the same.
- (b) The arbitrators shall have power to make an interim award or awards and to direct the parties during the proceedings on the reference to do all such things, as the arbitrators deem necessary for deciding the case.
- (c) The arbitrators shall have the power to award interest and the rate thereof, over and above the amount awarded.

Provided that nothing contained herein will have the effect of restricting the powers vested in the Tribunal as per the Arbitration and Conciliation Act, 1996.

- 21. The Chief Executive Officer, or any functionary of AISTA authorised by him, shall have the authority to take charge of all documents, media and papers relating to the reference and generally to do all such things and take all such steps as may be necessary to assist the Tribunal in execution and discharge of their functions.
- 22. Without prejudice to the provisions of the Act, the Tribunal shall not be bound by strict rules of evidence and shall be at liberty to admit and consider any material or testimony or adopt any procedure whatsoever notwithstanding that it may not be admissible under the law of evidence.
- 23. The Tribunal shall, at all times during the proceedings, make efforts to encourage an amicable settlement of the dispute towards the settlement. If a settlement is arrived at through such an intervention of the Tribunal, an arbitral award shall be made on the agreed terms.

Provided that it shall not be open to any person to challenge an arbitral award on the ground that the arbitral panel did not make efforts to encourage a settlement of the dispute under reference or such efforts were not adequate.

24. Ex-parte proceedings:

The Tribunal shall proceed with *ex parte* proceedings in following cases:

- (i) When any of the parties neglects or refuses to participate or cooperate in the arbitration proceedings or make defaults in making payments called by AISTA.
 - (ii) When any of the parties, in spite of having been given due notice, refuses or neglects to attend the proceedings without showing sufficient cause to the satisfaction of the Tribunal for such an absence or neglect.
25. If the dispute referred for arbitration stands settled amicably between the parties concerned before the first hearing of the Panel is held, the claimant shall inform the

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Chief Executive Officer, on receipt of which, he shall be entitled to refund of 50% of the arbitration fee paid by him. The claimant shall, however, be eligible for the refund only if the intimation regarding amicable settlement is received by Chief Executive Officer at least one week prior to the date fixed for the first hearing or if the reference falls under Clause 33 or if the Tribunal has, in accordance with Clause 34 (a) decided to dispense with the hearing, then such intimation of amicable settlement or dispensation of hearing, should have been received by the Chief Executive Officer prior to the reference being handed over by AISTA to the Tribunal.

26. The Tribunal may adjourn the proceedings from time to time, either at the request of any of the parties, if satisfied with the reason assigned by the requesting party for an adjournment, or at its own instance. The Tribunal may refuse to grant adjournment at the request of a party at its sole discretion. Tribunal may impose such costs as it may deem proper in case of adjournment of the proceedings at the request of any party, but this provision shall not give a right to any party to obtain an adjournment.

27. Form and contents of arbitral award:

(1) An arbitral award shall be made in writing on official form issued by AISTA signed by the Arbitrators or Sole Arbitrator and duly stamped and attested by the Chief Executive Officer. If the Tribunal comprises of more than one member, the signatures of the majority the members of the Tribunal shall be sufficient so long as the reasons for any omitted signature are stated.

(2) The arbitral award shall carry the date on which it is made.

(3) The arbitral award shall state the seat of Arbitration as per Clause 6 and the award shall be deemed to have been made at that place.

(4) The arbitral award shall state the reasons upon which it is based, unless—

(a) The parties have agreed that no reasons are to be given, or

(b) The award is an arbitral award on agreed terms under section 30 of the Act.

28. AISTA shall keep the records of all Arbitration cases conducted under these rules and also the awards made thereunder for a period of one year from the date of award. If any party informs AISTA, with adequate proof to the satisfaction of AISTA, that the award is under the consideration of any court, records of such an award shall be retained by AISTA as long as the legal proceedings last for which the parties concerned are under obligation to keep AISTA informed.

29. A copy of the award shall be sent by the Chief Executive Officer to every party to the dispute, except in case any payment of the costs, charges, fees and expenses and interest thereon at 12% per annum, is owing by a Party to AISTA. In such a case, the Chief Executive Officer shall inform the party concerned to take delivery of the award upon payment of such, fees, dues, interest and expenses.

30. AISTA shall have lien on the award for any costs, charges, fee and expenses of the Arbitration and interest as may be due and payable.

31. Rectification of computational, clerical, typographic or similar errors in the award.

Within thirty days from the receipt of the award

(a) a party may, with notice to the other party, request the Tribunal, through the Chief Executive Officer, to correct any computational, clerical or typographical errors or any other errors of a similar nature occurring in the award,

(b) a party, with simultaneous notice to the other party, may request the Tribunal to give an interpretation of a specific point or part of the award.

Provided that the Tribunal shall not under any circumstances entertain any revision to the award under the guise of correction of errors or that of interpretation of the award or any part thereof.

Provided further that the Tribunal may admit or reject such request at its sole discretion and convey the decision to the parties through the Chief Executive Officer, within thirty days of the receipt of the same in AISTA office. If the Tribunal accepts any request in this regard, it shall dispose of the same within sixty days of such request having been received by AISTA but it will not be necessary for the Tribunal to hold a meeting amongst themselves or any hearing of the parties for such purpose. The Tribunal may extend, if necessary, at its sole discretion, the period of sixty days provided herein.

32. In case a party to a dispute wishes to file the award in a court of law, either for its enforcement or for challenging the award, Chief Executive Officer will provide a copy of the award on prior payment by the party requisitioning the same to AISTA of the applicable stamp duty and incidental expenses.

Process for claims upto Rs.50 lakhs:

33. The Tribunal shall decide matters involving claims up to Rs.50 lakhs usually based on the statement of claim and reply thereto submitted by the parties and any additional documentary evidence that the Tribunal might direct to be tendered by the parties. Even in such matters the Tribunal may, in its own absolute judgement hold any number of hearings as it might consider necessary.

Provided that the amount involved in any counterclaim made by other party and any additional claim or additional counterclaim shall not be taken into account while determining the value of Rs. 50 Lakhs under this rule.

Fast track arbitration:

34. If all the Parties opt for Fast Track Arbitration by requesting the Tribunal, before the commencement of the arbitration proceedings, to decide the reference in a fixed time frame to be explicitly stated by them, the Tribunal may admit the reference for adjudication under the Fast Track Arbitration procedure, as under:

(a) The arbitral Tribunal will be free to decide the dispute entirely on the basis of written pleadings, documents and written submissions filed by the Parties without any oral testimony or hearings.

(b) The arbitral Tribunal shall have power to call for any further information or clarification from the parties in addition to the pleading and documents filed by them.

- (c) One or more oral hearings may be held at the request of both the parties or if the Tribunal considers any oral hearing necessary.
- (d) If an oral hearing is held, the Tribunal may dispense with any procedures, it may have laid down and adopt such procedure as it deems appropriate and necessary for the expeditious disposal of the case.
35. (a) The Tribunal may proceed with the reference notwithstanding any failure by any party to comply with any of the directions of the Tribunal.
- (b) The Tribunal may also proceed with the arbitral proceedings in the absence of any or either of the parties who fail or neglect to attend at the time and place appointed by the Tribunal, in spite of due notice.
36. The parties shall do all acts necessary to enable the Tribunal to make an award expeditiously and shall not do or cause or allow to be done, any act which will delay the proceedings or create obstacles in the way of the Tribunal from making an award expeditiously. If any party does cause or allow any such act to be done, that party shall pay such costs as the Tribunal may impose.
37. The arbitration sessions will go on as far as possible on a day-to-day basis. The Tribunal shall ordinarily not adjourn a hearing at the request of any party, except where the circumstances are beyond the control of the party subject to the party seeking an adjournment filing a written request at least three days prior to the scheduled date of hearing, with a copy to the other party and the Tribunal being satisfied that reasons and circumstances for the adjournment are justified. While granting an adjournment, the Tribunal may make such orders regarding payment of costs by one or both of the parties, including exemplary costs on the party seeking adjournment, as it deems fit and reasonable.
38. If the parties have agreed to submit their case to arbitration under the Fast Track Arbitration process and any party refuses, neglects or fails to take part in the arbitration proceedings, the Fast Track Arbitration may proceed with the arbitration notwithstanding such refusal, neglect or absence.

CHAPTER 5: GENERAL

39. **Waiver of rules:** If a party is aware that any requirement under the arbitration agreement or any provision or requirement of these Rules has not been complied with and yet proceeds with the arbitration without stating in writing his objection to such non-compliance without undue delay or, if a limit is provided by the Chief Executive Officer or Tribunal for stating that objection, within that period of time, he shall be deemed to have waived his right to so object.
40. **Amendments to the Rules:** The Managing Committee of AISTA shall have the unrestricted authority to amend these Rules and to decide the effective date of such amendments.
41. **Removal of difficulties:** If any difficulty arises in giving effect to the provisions of these Rules, the Managing Committee or any person or body authorised by it, make

such provisions of clarificatory nature only, not inconsistent with the provisions of these Rules, as appear to the Chief Executive officer to be necessary or expedient for removing the difficulty. Such provisions shall be considered to have always existed since the adoption of these Rules by the Managing Committee.

Provided, however, that the provisions made under this Clause, shall in no way have an effect of amending the Rules.

CHAPTER 6: MISCELLANEOUS

42. **Service of notices:** Any notices or communications sent by the Chief Executive Officer or arbitrators to the parties addressed to their address on record by any means of communication, under proof of despatch, shall be deemed to have been received by them.
43. All the documents, records and papers submitted during the course of Arbitration (except the original documents, which shall be returned after verification) shall be the property of AISTA, which shall also have the sole proprietorship on publication and use of the award as citation etc. All documents, evidence, records of proceedings and award, including rectified award, shall be treated in strict confidence by AISTA and the Tribunal, except in cases where the Managing Committee decides to use an award as a citation.
44. **Return of documents:** Unless required to be filed in a Court of law, the Tribunal shall have full discretion to retain or return all books, documents or papers (except the original copies) produced before it and may direct at any time that the books, documents or papers produced before it or any of them may be returned to the parties producing them on such terms and conditions as the Tribunal may impose.
45. If any arbitrator is required to appear in any court of law for any matter relating to the arbitration proceeding or award delivered by a Tribunal on which he has served, or if any office bearer or former office bearer of AISTA or any employee or former employee of AISTA is required to so appear in any court of law, the cost, charges and expenses and per diem remuneration, as may be determined by the Chief Executive Officer, for the same shall be paid by the party which may have requisitioned his presence. AISTA will, however, in no case be held responsible to enforce his appearance in the court.
46. Wherever any time limit has been provided in these Rules,
- (i) If the last day falls on a holiday under the Negotiable Instruments Act, as applicable at the location of the venue of arbitration, the following day shall be considered as the last day for this purpose.
 - (ii) The first and the last day on such time limit shall be considered as a part of the said time limit.
47. Any notice, document or other correspondence to be served on any party in connection with arbitration under these Rules may be effected only in one or more of the manners provided herein in each case to the usual or last known address or place of business of any party.

- (a) Courier,
- (b) post in a registered letter,
- (c) facsimile, or
- (d) electronic mail

In the case of a facsimile or electronic mail message such notice, document or correspondence shall also be served in accordance with one of the provisions under (a) and (b) above. This will, however, not apply to communications to the parties, witnesses, experts or Arbitrators by the Chief Executive Officer or by the arbitrators on the Panel, in which case any communication by facsimile or electronic mail will constitute complete and proper communication.

- 48. Words used in these Rules in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in these Rules shall apply to such words when used in the plural where the context so permits and vice versa.
- 49. In these Rules, unless the contexts otherwise demand, words importing any gender shall be interpreted to mean any or all genders.

