MCIA
• Mumbai • Delhi • Bengaluru

CONTENTS

INTRODUCTION 1
1. Definitions, Application and Interpretation 1
2. Written Communications and the Calculation of Periods of Time 1
COMMENCEMENT OF ARBITRATION 2
3. Request for Arbitration 2
4. Response to the Request for Arbitration 3
5. Combined Requests for Arbitration 3
6. Consolidation 3
7. Concurrent proceedings 5
8. Joinder 5
THE TRIBUNAL 7
9. Independence, Impartiality and Availability 7
10. Appointment of Arbitrators 7
11. Sole Arbitrator 8
12. Three Arbitrators 8
13. Tribunal Secretary 8
14. Challenge of Arbitrators 9
15. Replacement of Arbitrators 10
MECHANISMS FOR EXPEDITING PROCEEDINGS 10
16. Early Dismissal and Summary Procedure 10
17. Expedited Procedure 11
18. Expedited Formation of the Tribunal 11
INTERIM AND EMERGENCY RELIEF 11
19. Emergency Arbitrator 11
20. Interim Relief 12
21. Security for costs 13
PLEADINGS 13
22. Statement of Claim 13
23. Statements of Defence and Counterclaim 13
24. Amendments to the Statements of Claim or Defence 13
25. Further Pleadings 14
ARBITRAL PROCEEDINGS 14
26. Jurisdiction 14
27. Conduct of Proceedings 15
28. Preliminary issues 15
29. Language 15
30. Seat and Venue 15
31. Legal Representation 15

32. Applicable Law 16
33. Evidence 16
34. Hearings 16
35. Witnesses 16
36. Tribunal-Appointed Experts 17
37. Third-Party Funding 17
38. Non-participation and Non-compliance 17
ORDERS AND AWARDS 18
39. Orders of the Tribunal 18
40. The Award 18
41. Correction of Awards and Additional Awards 19
42. Suspension, Settlement and Termination 19
FEES AND COSTS 20
43. Costs of the Arbitration 20
44. Advance on Costs 20
MISCELLANEOUS PROVISIONS 21
45. Exclusion and Waiver of Liability 21
46. Confidentiality 21
47. Publication 22
48. Information Security 22
49. Decisions of the Chairperson, the Council and the Registrar 22
SCHEDULE OF FEES 23
MCIA MODEL CLAUSE 25
EXPEDITED PROCEDURE MODEL CLAUSE 26
MCIA AS APPOINTING AUTHORITY 27

ARBITRATION RULES OF THE MUMBAI CENTRE FOR

INTERNATIONAL ARBITRATION

(MCIA RULES 3RDEDITION, 1 MAY 2025)

INTRODUCTION

1. Definitions, Application and Interpretation

1.1 Where parties have agreed to refer their dispute to the MCIA for arbitration (whether before or after a dispute has arisen), the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules or (unless the parties have agreed otherwise) in accordance with such amended rules as the MCIA may have adopted hereafter and which are in effect on the date of commencement of the arbitration, and that such Rules have been incorporated by reference into their agreement. If any of these Rules is in conflict with a mandatory provision of a law applicable to the arbitration or the arbitration agreement from which the parties cannot derogate, that mandatory provision shall prevail.

1.2 Any dispute that is referred to the MCIA for determination in accordance with these Rules shall be conducted and administered in accordance with these Rules as though the parties have agreed for such dispute to be referred to arbitration under these Rules.

1.3 In these Rules:

"Award" includes a partial, interim or final award and an award of an Emergency Arbitrator;

"Chairperson" means the Chairperson or Co-Chairpersons of the Council and includes a Vice Chairperson;

"Committee of the Council" means a committee consisting of not less than three members of the Council appointed by the Chairperson (which may include the Chairperson);

"Council" means the Council of Arbitration of the MCIA and includes a Committee of the Council;

"Registrar" means the Registrar of the MCIA and includes any Deputy Registrar;

"Schedule of Fees" means the MCIA Schedule of Fees in force at the date of commencement of the arbitration;

"Tribunal" includes a sole arbitrator or all the arbitrators where there is more than one, and includes any arbitral tribunal constituted under these Rules;

any pronoun shall be understood to be gender-neutral; and

any singular noun shall be understood to refer to the plural in the appropriate circumstances.

1.4 In all matters not expressly provided for in these Rules, the Council, the Chairperson, the Registrar, the MCIA secretariat (the "Secretariat"), the Tribunal and each of the parties shall act in the spirit and intent of these Rules and shall make every reasonable effort to ensure that any Award is legally recognised and enforceable

2. Written Communications and the Calculation of Periods of Time

2.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing ("Written Communication"). Any Written Communication may be delivered personally or by registered post or courier service, or transmitted by any form of electronic communication, or delivered by any other means that provides a record of its transmission or in any other manner as may be ordered by the Tribunal. It shall be deemed to have been received if it is delivered: (i) to the addressee personally, (ii) to the addressee's habitual residence, place of business or designated address, (iii) to any address agreed by the parties, (iv) according to the practice of the parties in prior dealings, or (v) if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business.

2.2 Any Written Communication shall be deemed to have been received on the day when it is delivered or, in the case of electronic means, transmitted, and such time shall be determined with reference to the recipient's time zone.

2.3 For the purposes of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a Written Communication or proposal is deemed to have been received pursuant to Rule 2.2. When the day next following such date is a non-business day in the place of receipt pursuant to Rule 2.1, the time period commences on the first following business day. If the last

day of such period is a non-business day at the place of receipt, the period is extended until the first business day which follows. Non-business days occurring during the running of the period of time are included in calculating the period.

2.4 After the constitution of the Tribunal, where any party delivers any Written Communication to the Tribunal, it shall simultaneously deliver a copy to each arbitrator, all other parties and the Registrar and it shall confirm in writing to the Tribunal that it has done so or is doing so.

2.5 Except as provided otherwise in these Rules, the Registrar may at any time extend or shorten any time limits prescribed under these Rules.

COMMENCEMENT OF ARBITRATION

3. Request for Arbitration

3.1 Any party wishing to commence an arbitration (the "Claimant") shall file with the Registrar a written Request for Arbitration which shall contain (or be accompanied by):

(a) a demand that the dispute be referred to arbitration;

(b) the full terms of the arbitration clause or the separate arbitration agreement that is invoked;

(c) a reference to (and, where possible, a copy of) the contract(s) (or other instrument(s)) out of or in relation to which the dispute arises;

(d) the full names and contact details (including postal address(es), telephone number(s), facsimile number(s) and electronic mail address(es), to the extent known) of the parties to the arbitration and their legal representatives, if any;

(e) a statement briefly describing the nature and circumstances of the dispute and the claims advanced by the Claimant against any other party to the arbitration (each such other party being here separately described as the "Respondent"), 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;

(f) a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal (such as the number of arbitrator(s), the applicable rules of law, the language(s) of the arbitration, and the seat of arbitration);

(g) unless the parties have agreed otherwise, the nomination of an arbitrator, if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;

(h) confirmation that copies of the Request for Arbitration and any exhibits have been or are being served simultaneously on all other parties, by one or more means of service to be identified in such confirmation; and

(i) confirmation that the requisite filing fee has been paid (without the actual receipt of which in the MCIA’s account the Request for Arbitration shall be treated as not having been received by the Registrar and the arbitration as not having been commenced).

3.2 The Request for Arbitration may also include the Statement of Claim referred to in Rule22.1.

3.3 The arbitration shall be deemed to have commenced on the date on which the complete Request for Arbitration and the requisite filing fee (in cleared funds into the MCIA’s account) have been received by the MCIA (the "Date of Commencement")The Request for Arbitration is deemed to be complete when all the requirements of Rule 3.1 are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. The Registrar shall notify the parties of the Date of Commencement.

3.4 The Claimant shall, at the same time as it files the Request for Arbitration or as soon as possible thereafter, provide the Registrar with documentary proof satisfactory to the Registrar of actual delivery of the Request for Arbitration (including the date of delivery) to all other parties.

3.5 The contents of the Request for Arbitration do not prevent the Claimant from subsequently adding to, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed (subject to Rule24), provided these matters and reliefs fall within the scope of the arbitration agreement.

4. **Response to the Request for Arbitration**

4.1 Within 14 days from the Date of Commencement or the delivery of the Request for Arbitration to the Respondent (whichever is later), the Respondent shall send to the Claimant a Response, with simultaneous copy to the Registrar. The Response shall contain (or be accompanied by):

(a) a confirmation or denial of all or part of the claims, including the Claimant's invocation of the arbitration agreement in support thereof;

(b) the full names and contact details (including postal address(es), telephone number(s), facsimile number(s) and electronic mail address(es)) of the Respondent and its legal representatives, if any;

(c) a statement briefly describing the nature and circumstances of the dispute and the defence to the claim, including any counterclaims advanced against the Claimant or any cross-claim advanced against any other party to the arbitration, specifying the relief claimed, including the amounts of any quantified counterclaims or cross-claims and, to the extent possible, an estimate of the monetary value of any other counterclaims or cross-claims;

(d) any comment in response to any statements contained in the Request for Arbitration, or with respect to which the Respondent wishes to make a proposal, on matters relating to the conduct of the arbitration (such as the number of arbitrator(s), the applicable rules of law, the language(s) of the arbitration, and the seat of arbitration);

(e) unless the parties have agreed otherwise, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, agreement with the Claimant's proposal for a sole arbitrator or a counter-proposal;

(f) confirmation that copies of the Response and any exhibits have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of delivery); and

(g) confirmation that the requisite filing fee for any counterclaim or cross-claim has been paid (without the actual receipt of which in the MCIA's account any counterclaim or cross-claim shall be treated as not having been received by the Registrar).

4.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rule23.

4.3 The contents of the Response do not restrict the Respondent from subsequently adding to, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs claimed (subject to Rule24), provided these matters and reliefs fall within the scope of the arbitration agreement.

5. **Combined Requests for Arbitration**

5.1 Where a Claimant wishes to commence more than one arbitration under these Rules in disputes arising out of or in connection with more than one arbitration agreement, they may file with the Registrar a single Request for Arbitration, by which all intended arbitrations may be commenced (the "Combined Request").

5.2 The Combined Request shall comply with Rule 3 in respect of each of the arbitrations that it is intended to commence, including the filing fee for each of them, and each arbitration so commenced shall, subject to Rule 5.3, proceed separately in accordance with these Rules.

5.3 The Claimant may, simultaneously with the Combined Request, apply, in accordance with Rule 6, for the consolidation of some or all of the arbitrations to be commenced.

6. **Consolidation**

6.1 Before any Tribunal is appointed, a party may apply to the Council to consolidate two or more arbitrations pending under these Rules.

6.2 The Council shall have the power (but shall not be bound) to consolidate the arbitrations where:

(a) all the parties to the arbitrations to be consolidated agree to the consolidation;

(b) all the claims in the arbitrations are made under the same arbitration agreement; or

(c) the arbitration agreements are compatible, and at least one of the following conditions is met:

(i) the disputes arise out of the same legal relationship(s);

(ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or

(iii) the disputes arise out of the same transaction or series of transactions.

6.3 A written Request for Consolidation shall be submitted to the Registrar, with copies to all other parties and shall include:

(a) the MCIA case reference numbers of the pending arbitrations to be consolidated;

(b) the names, addresses, telephone numbers, and email addresses, to the extent known, of all parties and their legal representatives, if any, and of any arbitrators who have been nominated in the pending arbitrations;

(c) a request that the arbitrations be consolidated;

(d) a statement of facts and (if any) law, supporting the Request for Consolidation;

(e) a statement setting out how the requirements of Rule 6.2 have been met;

(f) if applicable, evidence of the written consent to consolidation of all the parties;

(g) comments on the nomination and appointment of the Tribunal for the consolidated proceedings; and

(h) confirmation that the Request for Consolidation and any exhibits have been or are being served simultaneously on all other parties and on any arbitrator, who may have been nominated in any of the pending cases, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of delivery).

6.4 Within 15 days of delivery of the Request for Consolidation in accordance with Rule 6.3(h), subject to any extensions sought and granted by the Registrar not exceeding a further seven days, all other parties to the arbitrations to be consolidated shall submit their Response(s) to the Request for Consolidation.

6.5 If any party fails to submit a Response to the Request for Consolidation within the time limit set pursuant to Rule6.4, the Council may nonetheless rule on the Request for Consolidation.

6.6 In deciding the Request for Consolidation, the Council shall take into account the views of all the parties to the arbitrations and all the circumstances of the case, including:

(a) whether one or more arbitrators have been nominated in one or more of the arbitrations and, if so, whether the same or different arbitrators have been nominated;

(b) the stage of the pending arbitration(s); and

(c) the potential effect of consolidation on the efficiency and expeditiousness of the arbitral proceedings.

6.7 The Council shall, as soon as practicable, either grant or deny the Request for Consolidation, in either case without being required to give reasons.

6.8 Where the Council decides to consolidate two or more arbitrations, the arbitrations shall be consolidated into the arbitration that commenced first, unless all parties agree or the Council decides otherwise, taking into account the circumstances of the case.

6.9 Where the Council grants an application for consolidation, any prior appointment of an arbitrator shall be revoked. The Council shall then, as soon as practicable, appoint the full Tribunal in respect of the consolidated proceedings, which may include any arbitrator previously appointed. Rule 6.9 is without prejudice to a party's right to challenge any arbitrator pursuant to Rule 14.

6.10 The Council's decision as to consolidation shall be final and binding on the parties. The Registrar shall provide copies of the decision to all parties and to any arbitrators nominated in the arbitrations that are the subject of the Request for Consolidation.

6.11 The Council's decision to grant a Request for Consolidation is without prejudice to the power of the Tribunal in the consolidated arbitration to subsequently decide any question as to its jurisdiction arising from such decision.

6.12 If any Tribunal has been appointed, a party may file a Request for Consolidation with the Tribunal in any or all of the arbitrations sought to be consolidated, where:

(a) all the parties agree to the consolidation; or

(b) all of the claims in the arbitrations are made under the same arbitration agreement, and the same Tribunal has been appointed in each of the arbitrations, or no Tribunal has been appointed in the other arbitration(s); or

(c) the arbitration agreements are compatible, the same Tribunal has been appointed in each of the arbitrations, or no Tribunal has been appointed in the other arbitration(s), and at least one of the following conditions is met:

(i) the disputes arise out of the same legal relationship(s); or

(ii) the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s); or

(iii) the disputes arise out of the same transaction or series of transactions; or

(iv) a common question of law or fact arises out of or in connection with all the arbitrations.

6.13 Where a Request for Consolidation is made pursuant to Rule 6.12, the provisions of Rules 6.3 to 6.8 shall apply *mutatis mutandis*.

6.14 The Tribunal shall, after giving all parties the opportunity to be heard, decide whether to grant, in whole or in part, any application for consolidation under Rule 6.12.

6.15 Where a Request for Consolidation is granted under Rule 6.14, the Council may, after considering the views of the parties, revoke the appointment of any arbitrators appointed prior to the decision on consolidation.

6.16 The Tribunal's decision to grant a Request for Consolidation under Rule 6.14 is without prejudice to the power of the Tribunal in the consolidated arbitration to subsequently decide any question as to its jurisdiction arising from such decision.

6.17 Any arbitrations that are not consolidated shall continue as separate arbitrations under these Rules. A party may apply under Rule 7 to have these arbitrations conducted concurrently.

6.18 The Council's decision to revoke the appointment of any arbitrator under Rule 6.9 or Rule 6.15 is without prejudice to the validity of any act done or any decision, ruling, order, or award made by the arbitrator before their appointment was revoked.

6.19 Where an application for consolidation is granted under Rule 6.7 or Rule 6.14, any party who did not have the opportunity to nominate an arbitrator or otherwise participate in the constitution of the Tribunal shall be deemed to have waived this right. This shall not affect and is without prejudice to a party's right to challenge any arbitrator pursuant to Rule14.

6.20 The MCIA may adjust its Administrative Fees and the Tribunal's fees (where appropriate) after a decision to consolidate under Rule 6 has been made.

7. Concurrent proceedings

7.1 On the written application of a party, and after consulting with all the parties, the Tribunal shall have the power to conduct two or more arbitrations under these Rules concurrently, provided that:

(a) the same Tribunal is appointed in each arbitration; and

(b) a common question of law or fact arises out of or in connection with all the arbitrations.

7.2 The MCIA may adjust its Administrative Fees and the Tribunal's fees (where appropriate) if the Tribunal conducts two or more arbitrations pursuant to this Rule 7.

8. Joinder

8.1 A party to the arbitration may apply to the Council before the Tribunal is appointed, or to the Tribunal once appointed, for a non-party to be joined as an additional party to the arbitration.

8.2 A non-party to the arbitration may apply to the Council before the Tribunal is appointed, or to the Tribunal once appointed, to be joined as an additional party to the arbitration

8.3 The Council or the Tribunal, as the case may be, shall have the power (but shall not be bound) to join a non-party as an additional party if either of the following criteria is satisfied:

(a) the proposed additional party to be joined is prima facie bound by the arbitration agreement pursuant to which the arbitration was commenced; or

(b) all existing parties to the arbitration and the proposed additional party have consented to the joinder.

8.4 A written Request for Joinder shall be submitted to the Registrar with copies to all other existing parties to the arbitration, the proposed additional party and, if appointed, the Tribunal, and shall include:

(a) the MCIA case reference number for the pending arbitration;

(b) a request that the proposed additional party be joined to the arbitration, and specifying whether as claimant or respondent;

(c) the full name and contact details, including postal address, telephone number, and email address (to the extent known) of the proposed additional party and its legal representatives, if any;

(d) confirmation that the Request for Joinder and any exhibits, have been or are being served simultaneously on all other existing parties to the arbitration, the proposed additional party and, if appointed, the Tribunal, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of delivery); and

(e) if the Request for Joinder is made to the Council before the Tribunal has been appointed, the applicant's comments, if any, on the selection and appointment of the Tribunal.

8.5 If the Request for Joinder is made to the Tribunal, the proposed additional party shall waive any right that it would or might have had to participate in the selection of the Tribunal had the Request for Joinder been made to and granted by the Council before the appointment of the Tribunal.

8.6 If, in accordance with Rule 8.3(a), the grounds asserted for joinder are that the proposed additional party is prima facie bound by the arbitration agreement pursuant to which the arbitration was commenced, the Request for Joinder shall include a statement in support of this assertion.

8.7 If, in accordance with Rule 8.3(b), the proposed joinder is stated to be with the consent of all existing parties to the arbitration and the proposed additional party, the Request for Joinder shall include evidence of this consent.

8.8 If the proposed additional party is to be joined as respondent, the Request for Joinder shall include a statement briefly describing any relief to be claimed against the proposed additional party by the party applying for joinder.

8.9 Within 15 days of delivery of the Request for Joinder in accordance with Rule8.4(d), or if the Tribunal has been appointed, within such time limit as the Tribunal may direct:

(a) all other parties to the arbitration and the proposed additional party shall submit their Response(s) to the Request for Joinder, which, if the Request for Joinder is made pursuant to Rule 8.3(a), will include a response to the statement made by the applicant that the proposed additional party is bound by the arbitration agreement pursuant to which the arbitration was commenced; and

(b) if the proposed additional party is to be joined as a claimant, the proposed additional party shall include in its Response to the Request for Joinder a statement briefly describing the claim(s) to be advanced by it against any party to the arbitration, specifying the relief to be claimed, including the amount of any quantified claim and, to the extent possible, an estimate of the monetary value of any other claims.

8.10 If any party to the arbitration or the proposed additional party fails to submit a Response to the Request for Joinder within the time limit set, or directed by the Tribunal, pursuant to Rule 8.9, the Council or the Tribunal, as the case may be, may nonetheless rule on the Request for Joinder.

8.11 The Council or the Tribunal, as the case may be, shall, as soon as practicable and after considering the views of all parties to the arbitration and the proposed additional party to be joined, and having regard to all the circumstances of the case, including the stage that the arbitration has reached, either grant or deny the Request for Joinder, in either case without being required to give reasons.

8.12 If joined, the additional party shall be a party to the arbitration for all purposes and the Tribunal shall establish or amend the procedural timetable as it considers appropriate and shall have the power to make a single final award, or separate awards, in respect of all parties in the arbitration including the additional party.

8.13 The Council's decision to reject a Request for Joinder under this Rule is without prejudice to any party's or non-party's right to apply to the Tribunal for joinder in accordance with this Rule. The Tribunal's decision to grant a Request for Joinder under this Rule is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision.

THE TRIBUNAL

9. Independence, Impartiality and Availability

9.1 Every arbitrator conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party whether or not nominated by the parties. No arbitrator at any time, whether before or after appointment, shall advise any party or comment on the merits, or outcome, of the dispute.

9.2 Before appointment, a prospective arbitrator shall sign a statement of acceptance, availability, impartiality and independence in the form prescribed by the MCIA. In this statement, the prospective arbitrator must disclose any facts or circumstances which may give rise to justifiable doubts as to their impartiality or independence.

9.3 An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar, any circumstances which may arise at any time during the arbitration which may give rise to justifiable doubts as to their impartiality or independence.

9.4 No party or anyone acting on its behalf shall, at any time, have any *ex parte* communication relating to the case with any candidate for appointment as arbitrator, except to advise the candidate of the general nature of the controversy and of the anticipated proceedings and to discuss the candidate's qualifications, availability or independence in relation to the parties, or to discuss the suitability of candidates for selection as a third arbitrator where the parties or party-designated arbitrators are to participate in that selection.

9.5 No party or anyone acting on its behalf shall, at any time, have any *ex parte* communication relating to the case with any arbitrator once appointed.

10. Appointment of Arbitrators

10.1 Unless the parties have agreed otherwise, or unless it appears to the Registrar, giving due regard to any proposals by the parties, the complexity, the quantum involved or other relevant circumstances of the dispute, that the dispute warrants the appointment of three arbitrators, a sole arbitrator shall be appointed.

10.2 If the parties have agreed that any arbitrator is to be appointed by one or more of the parties, or by any third person, that agreement shall be treated as an agreement to nominate an arbitrator under these Rules.

10.3 The Council alone shall be empowered to appoint arbitrators. In all cases, the arbitrators nominated by the parties, or by any third person, shall be subject to appointment by the Council in its discretion.

10.4 In appointing an arbitrator under these Rules, the Council shall have due regard to the nature of the transaction, the nature and circumstances of the dispute, the nationality, location and languages of the parties and (if more than two) the number of parties. Due consideration will further be given to any qualifications required of the arbitrator by the agreement of the parties, and to such considerations as are likely to secure the appointment of an independent and impartial arbitrator appropriate for the arbitration. The Council shall also consider whether the arbitrator has sufficient time, availability and ability to conduct the case in a prompt and efficient manner appropriate for the arbitration and will be guided, as appropriate, by principles of diversity and inclusion.

10.5 The Council shall not be precluded from appointing any arbitrator of the same nationality as any of the parties if the Council considers this appropriate in all the circumstances and if no party objects to it doing so within the time limit fixed by the Council.

10.6 If the parties have agreed on any qualifications required of an arbitrator, the arbitrator shall be deemed to satisfy the stipulated qualifications, unless a party contends that the arbitrator is not so qualified within 14 days after receipt by that party of the notification of the appointment of the arbitrator. In that event, the procedure for challenge and replacement of an arbitrator in Rules14 and 15 shall apply.

10.7 Any decision by the Council to appoint an arbitrator under these Rules shall be final and binding on the parties.

10.8 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and any Practice Notes for the time being in force.

10.9 Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming the MCIA as the appointing authority in an *ad hoc* arbitration (conducted under the UNCITRAL Arbitration Rules or otherwise outside the terms of Rule 1.1 above), without subjecting the arbitration to the provisions contained in these Rules. In such circumstances, the Council may, in its discretion, act as appointing authority in accordance with the parties' agreement. The party requesting the appointment shall pay the appointment fee in accordance with the Schedule of Fees in force at the time of the request.

11. Sole Arbitrator

11.1 If a sole arbitrator is to be appointed, either party may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. Where the parties have reached an agreement on the nomination of a sole arbitrator, Rule10.3 shall apply.

11.2 Subject to Rule 11.3, if within 21 days from the Date of Commencement, or in the manner otherwise agreed by the parties, the parties have not reached an agreement on the nomination of a sole arbitrator, the Council shall select and appoint an arbitrator as soon as practicable without regard to any late nomination by the parties.

11.3 Where there are more than two parties in the arbitration, and one arbitrator is to be appointed, all parties shall agree on an arbitrator to be nominated. In the absence of such a joint nomination having been made within 28 days from the Date of Commencement or within such other period as agreed by the parties or set by the Registrar, the Council shall select and appoint an arbitrator without regard to any late nomination by the parties.

12. Three Arbitrators

12.1 If three arbitrators are to be appointed, each party shall nominate one arbitrator.

12.2 Unless otherwise agreed by the parties, subject to Rule12.3, if a party fails to make a nomination within 14 days after receipt of the other party's nomination of an arbitrator, the Council shall proceed to select and appoint an arbitrator on its behalf.

12.3 Where there are more than two parties in the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. If such joint nominations by the Claimant(s) and Respondent(s) are not made within 28 days of receipt by the Registrar of the Request for Arbitration or within such other period as agreed by the parties or set by the Registrar, the Council shall select and appoint all three arbitrators and shall designate one of them to act as the presiding arbitrator.

12.4 Where three arbitrators are to be appointed, the presiding arbitrator (who shall be neither party-nominated, nor nominated by the parties' nominees nor by any third party) shall in all cases be selected by the Council.

12.5 Where the arbitration agreement provides that the presiding arbitrator is to be nominated by the parties or their nominees, or by any third party including the arbitrators already appointed, it shall be treated for all purposes as a written agreement by the parties for the selection of the presiding arbitrator by the Council.

13. Tribunal Secretary

13.1 The Tribunal may, after consulting with the parties and the Registrar, appoint a Tribunal Secretary. The Tribunal Secretary shall remain at all times impartial and independent of the parties and shall disclose

any circumstances likely to give rise to justifiable doubts as to their impartiality or independence prior to their appointment. A Tribunal Secretary, once appointed and throughout the arbitration, shall disclose without delay any such circumstances to the parties unless they have already been informed by them of these circumstances.

13.2 The Tribunal shall not delegate any of its decision-making or other essential functions to the Tribunal Secretary. All tasks carried out by the Tribunal Secretary shall be carried out on behalf of, and under the supervision of, the Tribunal.

13.3 A Tribunal Secretary may be removed by the Tribunal at its discretion in consultation with the Registrar. Rule 14 shall also apply, with necessary changes, to any Tribunal Secretary.

13.4 Any fees charged by, or expenses reimbursed to, a Tribunal Secretary shall form a part of the costs of the arbitration under Rule 43.6.

14. Challenge of Arbitrators

14.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality and/or independence, and/or if the arbitrator does not possess any requisite qualification which the parties have previously agreed, and/or if the arbitrator becomes *dejure* or *de facto* unable to fulfil their functions and/or is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.

14.2 A party may challenge the arbitrator nominated by him only for reasons of which it becomes aware after the appointment has been made.

14.3 Subject to Rule10.6, a party who intends to challenge an arbitrator shall send a notice of challenge within 14 days after the receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances mentioned in Rule14.1 become known to that party.

14.4 The notice of challenge shall be filed with the Registrar and shall be sent simultaneously to all other parties, the arbitrator who is being challenged and the other members of the Tribunal. The notice of challenge shall be in writing and shall state the reasons for the challenge and shall include payment of a challenge filing fee in accordance with the Schedule of Fees. The date of receipt of the notice of challenge by the Registrar shall be deemed to be the date the notice of challenge is filed.

14.5 If the challenge filing fee remains unpaid upon the filing of the application, the Registrar may set a time frame for the challenging party to make the payment. If payment is not made within this period, the Registrar may deem the application withdrawn on a without prejudice basis.

14.6 The Registrar may order a suspension of the arbitration until the challenge is resolved, but will not be obliged to do so.

14.7 When an arbitrator is challenged by one party, the other party or parties may agree to the challenge. The challenged arbitrator may also withdraw voluntarily from their office. In neither case does this imply acceptance of the validity of any of the grounds for the challenge.

14.8 In instances referred to in Rule14.7, a substitute arbitrator shall be appointed in accordance with the procedure referred to in Rule15, even if during the process of appointing the challenged arbitrator a party had failed to exercise its right to nominate an arbitrator. The time-limits provided in Rule15 shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal.

14.9 If, within seven days of receipt of the notice of challenge, the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily, the Council shall decide the challenge. The Registrar and/or the Council may request comments and/or submissions on the challenge from the parties and the arbitrator(s) and set a timeframe for such comments and/or submissions to be made.

14.10 If the Council sustains the challenge, a substitute arbitrator shall be appointed in accordance with the procedure referred to in Rule15, even if during the process of appointing the challenged arbitrator a party had failed to exercise its right to nominate an arbitrator. The time limits provided in Rule15 shall commence from the date of the Registrar's notification to the parties of the decision by the Council.

14.11 If the Council rejects the challenge, the Tribunal, including the challenged arbitrator, shall continue with the arbitration, or, if the arbitration was suspended pursuant to Rule14.4, shall resume the arbitration.

14.12 The Council's decision made under this Rule shall be final and binding on the parties.

15. **Replacement of Arbitrators.**

15.1 An arbitrator shall be replaced upon death, the arbitrator's resignation, acceptance by the Council of a valid challenge, or receipt by the Council of a written request by all the parties for the arbitrator's removal.

15.2 An arbitrator shall also be replaced on the Council's own initiative if it decides that the arbitrator is prevented *de jure* or *de facto* from fulfilling the arbitrator's functions, or that the particular arbitrator is not in the opinion of the Council fulfilling those functions in accordance with the Rules or within the prescribed time limits.

15.3 When, on the basis of information that has come to its attention, the Council considers applying Rule15.2, it shall decide on the matter after the arbitrator concerned, the parties and any other members of the Tribunal have had an opportunity to comment in writing within a reasonable period of time. Such comments shall be communicated to the parties and to the Tribunal.

15.4 When an arbitrator is to be replaced for any reason, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the appointment of the arbitrator being replaced.

15.5 In cases where the parties had originally agreed for the tribunal to be appointed by the Indian Courts but such appointment was designated by the Indian Courts to the MCIA, the substitute arbitrator shall be appointed by the MCIA pursuant to the rules applicable to the appointment of an arbitrator under the MCIA Rules.

15.6 The Council may determine that any opportunity given to a party to make any re-nomination (under these Rules or otherwise) shall be waived if not exercised within 14 days (or such lesser or greater time as the Council may determine in its discretion), after which the Council shall select and appoint the replacement arbitrator without such re-nomination. Once reconstituted, and after having invited the parties to comment, the Tribunal shall determine whether and to what extent proceedings that have already taken place shall be repeated before the reconstituted Tribunal.

15.7 Notwithstanding Rule15.4, if under Rules 15.1 or15.2 the sole or presiding arbitrator is replaced, any hearings held previously shall be held again unless otherwise agreed by the parties. If any other arbitrator is replaced in a three-member tribunal, such prior hearings may be held again at the discretion of the Tribunal after consulting with the parties. If the Tribunal has issued an interim or partial award, any hearings related solely to such award shall not be held again, and such interim or partial award shall remain in effect.

. **MECHANISMS FOR EXPEDITING PROCEEDINGS**

16. **Early Dismissal and Summary Procedure**

16.1 A party may apply in writing to the Tribunal for early dismissal of a claim or defence or for summary determination of an issue on any of the following grounds:

(a) a claim or defence is manifestly without legal merit;

(b) a claim or defence is manifestly outside the jurisdiction of the Tribunal; or

(c) even if the facts alleged by the other party are assumed to be true, no award could be rendered in favour of that party under the applicable law.

16.2 Any issue of fact or law may be determined by summary procedure and may, by doing so, dispose of some or all of the case.

16.3 An application for early dismissal or summary determination shall state in detail the facts and legal bases supporting it and the procedure proposed to be followed. It shall also state the applicant’s view as to why the procedure may lead to a more efficient and expeditious resolution of the proceeding.

16.4 Upon receipt of the application, the Tribunal shall seek comments from the other party or parties and shall then determine whether, having regard to all the circumstances of the case, the application should be allowed to proceed. If the application is allowed to proceed, the Tribunal shall set out the procedure to be followed, and the parties shall have an equal and reasonable opportunity to present their case on the issues to be decided.

17. **Expedited Procedure**

17.1 Prior to the full constitution of the Tribunal, a party may apply to the Registrar in writing for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule where any of the following criteria is satisfied:

(a) the anticipated amount in dispute at the time of the application does not exceed the amount of, or the amount equivalent to, Rs 13 crore (Rs 130,000,000), representing the aggregate of the claim, and any counterclaim, cross-claim and set-off defence;

(b) all the parties so agree in writing; or

(c) in cases of exceptional urgency.

17.2 When a party has applied to the Registrar under Rule17.1, and when the Chairperson determines, after considering the views of the parties, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the Registrar shall promptly inform the parties that the Expedited Procedure shall apply to the arbitral proceedings. The Chairperson's decision as to the application of the Expedited Procedure shall be final and binding on the parties.

17.3 An arbitration under the Expedited Procedure shall follow the procedure set out as follows:

(a) the Registrar may shorten any time limits under these Rules;

(b) the case shall be referred to a sole arbitrator, notwithstanding any agreement to the contrary in the arbitration agreement, unless the Chairperson determines otherwise;

(c) the dispute shall be decided on the basis of documentary evidence only unless the parties agree or the Tribunal determines that the Tribunal should hold a hearing for the examination of all witnesses and expert witnesses as well as for any argument;

(d) the award shall be made within 6 months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time in accordance with Rule 2.5; and

(e) the Tribunal shall state the reasons upon which the award is based in summary form, unless the parties have agreed in writing that no reasons need to be given.

17.4 The Tribunal may, in consultation with the Registrar and the parties, order that the arbitration shall no longer be conducted in accordance with the Expedited Procedure. Notwithstanding such an order by the Tribunal, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

18. **Expedited Formation of the Tribunal**

18.1 In the case of exceptional urgency, any party may apply to the Registrar for the expedited formation of the Tribunal.

18.2 The application shall be made in writing (preferably by electronic means), together with a copy of the Request for Arbitration (if made by a Claimant) or a copy of the Response (if made by a Respondent), and delivered to all other parties to the arbitration. The application shall set out the specific grounds for exceptional urgency requiring the expedited formation of the Tribunal.

18.3 The Council shall determine the application as expeditiously as possible. If the application is granted, the Council may abridge any period of time under the arbitration agreement or other agreement of the parties for the purposes of forming the Tribunal.

INTERIM AND EMERGENCY RELIEF

19. **Emergency Arbitrator**

19.1 In cases of exceptional urgency, any party may apply to the Registrar in writing for emergency interim relief prior to the constitution of the Tribunal. The application shall contain (or be accompanied by), together with all relevant documentation:

(a) a statement briefly describing the nature and circumstances of the relief sought and the specific reasons why such relief is required on an emergency basis;

(b) the reasons why the party is entitled to such relief;

(c) a statement confirming that all other parties have been notified or an explanation of the steps taken in good faith to notify all other parties; and

(d) confirmation that the requisite fees for proceedings brought pursuant to this Rule 19.1have been paid (without the actual receipt of which in the MCIA's account the application shall be treated as not having been received by the Registrar).

19.2 The Chairperson shall determine the application as soon as possible in the circumstances, and, if granted, shall seek to appoint an Emergency Arbitrator within one business day of receipt by the Registrar of such application and actual receipt of payment of the requisite fee in the MCIA's account. The Emergency Arbitrator shall comply with the requirements of Rule9.

19.3 Prior to accepting their appointment, a prospective Emergency Arbitrator must disclose to the Registrar any facts or circumstances which may give rise to justifiable doubts as to their impartiality or independence. Any challenge to the appointment of the Emergency Arbitrator must be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator and the circumstances disclosed.

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

19.5 The Emergency Arbitrator may conduct proceedings in any manner they determine to be appropriate in the circumstances, taking into account the nature of the proceedings and the need to provide a reasonable opportunity to all parties to be heard. The Emergency Arbitrator may conduct proceedings by telephone or video conference or on written submissions or a documents-only basis as alternatives to an oral hearing. The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on their own jurisdiction, and shall have the power to resolve any disputes concerning the application of this Rule19 (or any part thereof).

19.6 The Emergency Arbitrator shall decide the claim for emergency relief as soon as possible, but no later than 14 days following their appointment. This deadline may only be extended by the Council in exceptional circumstances or by the written agreement of all parties to the emergency proceedings.

19.7 The Emergency Arbitrator shall have the power to order or award any interim relief that they deem necessary. An order or award of the Emergency Arbitrator shall be made in writing, with a brief statement of reasons. An order or award of an Emergency Arbitrator shall comply with Rule 40.7 and, when made, shall take effect as an Award under Rule40.12. The Emergency Arbitrator shall have the power to modify or vacate the order or award for good cause shown. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, and if it has not yet taken effect, cease to be binding if the Tribunal is not constituted within 90 days of such order or Award or when the Tribunal makes a final Award or if the claim is withdrawn.

19.8 Any interim relief ordered or awarded by an Emergency Arbitrator shall be deemed to be an interim measure ordered or awarded by a Tribunal. The parties undertake to comply with any such interim measure immediately and without delay and they also waive their rights to any form of appeal, review or recourse to any state court in respect of any such interim measure insofar as such waiver may validly be made.

19.9 The Emergency Arbitrator shall have no further power to act after the Tribunal is constituted. Any order or award of the Emergency Arbitrator may be confirmed, varied, discharged or revoked, in whole or in part, by an order or award made by the Tribunal upon application by any party or upon its own initiative. The Tribunal is not bound by the reasons given by the Emergency Arbitrator.

19.10 Any order or award of emergency relief may be conditioned on the provision of appropriate security by the party seeking such relief.

19.11 The applicant must pay the requisite fees for proceedings brought pursuant to this Rule 19 as prescribed under the Schedule of Fees.

19.12 The costs associated with any application pursuant to this Rule 19shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

19.13 These Rules shall apply as appropriate to any proceeding pursuant to this Rule 19, taking into account the inherent urgency of such proceedings and the Emergency Arbitrator's decision as to the manner in which these Rules shall apply is final and binding on the parties, subject to Rule19.9

20. **Interim Relief**

20.1 The Tribunal may, at the request of a party, issue an order granting an injunction or any other interim or conservatory relief it deems appropriate. The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.

20.2 Where permitted under applicable law, a party may apply to any court or competent authority for interim or conservatory relief. Any such application is permissible solely to the extent that the Tribunal has no power or is unable for the time being to act effectively. Any application and any order for such measures after the formation of the Tribunal shall be promptly communicated by the applicant to the Tribunal and to all other parties.

21. **Security for costs**

The Tribunal shall have the power upon the application of a party, after giving all other parties a reasonable opportunity to respond to such application, to order any claiming, counterclaiming or crossclaiming party to provide or procure security for legal costs and expenses and the costs of the arbitration by way of deposit or bank guarantee or in any other manner and upon such terms as the Tribunal considers appropriate in the circumstances.

PLEADINGS

22. **Statement of Claim**

22.1 Unless already submitted pursuant to Rule 3.2, the Claimant shall, within a period of time to be determined by the Tribunal at the first procedural meeting held pursuant to Rule27.3, send to the Respondent and the Tribunal a Statement of Claim setting out:

(a) a statement of facts supporting the claim (including any cross-claim);

(b) the legal grounds or arguments supporting the claim; and

(c) the relief claimed, together with the amount of all quantifiable claims.

If the Tribunal so determines at the first procedural meeting, the Claimant shall also attach all documentary evidence, witness statements and expert reports supporting its claim to its Statement of Claim.

23. **Statements of Defence and Counterclaim**

23.1 Unless already submitted pursuant to Rule4.2, the Respondent shall, within a period of time to be determined by the Tribunal at the first procedural meeting held pursuant to Rule27.3, send to the Claimant and the Tribunal a Statement of Defence and a Statement of Counterclaim (if any) setting out:

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

(b) the legal grounds or arguments supporting the defence and counterclaim (if any); and

(c) the relief or remedy sought.

23.2 If the Tribunal so determines at the first procedural meeting, the Respondent shall also attach all documentary evidence, witness statements and expert reports supporting its defence and counterclaim (if any).

23.3 If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal at the first procedural meeting held pursuant to Rule27.2, send to the Respondent a Statement of Defence to the Counterclaim setting out

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

(b) the legal grounds or arguments supporting the defence to counterclaim; and

(c) the relief or remedy sought.

24. **Amendments to the Statements of Claim or Defence**

24.1 A party may amend, supplement or modify its claim, counterclaim, cross-claim or other pleadings, unless the Tribunal considers it inappropriate to allow such amendment, supplement or modification having regard to when it is requested or the prejudice to the other parties or any other circumstances. A claim or defence, including a counterclaim, cross-claim or set-off, may not be amended in such a manner that the amended claim or defence, including a counterclaim, cross-claim or set-off, falls outside the scope of the arbitration agreement.

24.2 The Registrar may adjust the Tribunal's fees and the MCIA's fees (where appropriate) if a party is permitted to amend its claim or defence.

25. **Further Pleadings**

25.1 The Tribunal shall decide whether further pleadings shall be required from the parties or may be presented by them. The Tribunal shall fix the periods of time for communicating such pleadings, if any. The Tribunal may further limit the length and scope of written pleadings and written and oral witness evidence (both fact witnesses and experts) so as to avoid repetition and to maintain a focus on key issues.

25.2 The Tribunal may at any time during the proceedings, if it considers it appropriate, require the parties, in consultation with the Tribunal, to prepare an agreed list of issues to be determined by the Tribunal.

ARBITRAL PROCEEDINGS

26. **Jurisdiction**

26.1 If a party objects to the existence or validity of the arbitration agreement, or to the competence of the MCIA to administer an arbitration, before the Tribunal is appointed, the arbitration shall proceed and any question of jurisdiction shall be decided by the Tribunal, unless the Registrar refers the matter to the Council for a *prima facie* determination under Rule 26.2.

26.2 Where the Registrar refers a matter to the Council under Rule 26.1, the Council shall decide if it is *prima facie* satisfied that a valid arbitration agreement under the Rules may exist. The proceedings shall be terminated if the Council is not so satisfied.

26.3 Any decision by the Registrar or the Council that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

26.4 The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, termination or validity of the arbitration agreement. For this purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not result *ipso jure* in the invalidity of the arbitration agreement.

26.5 A plea that the Tribunal does not have jurisdiction shall be raised no later than within the time period for filing the Statement of Defence or the Statement of Defence to the Counterclaim. Failure by a party to raise a jurisdictional objection by the date of these submissions shall be treated as an express waiver of that objection. A plea that the Tribunal is exceeding the scope of its jurisdiction during the arbitration shall be raised as soon as the matter alleged to be beyond the scope of its jurisdiction arises in the proceedings. In either case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay to be justified. A party is not precluded from raising such a plea by the fact that they have nominated, or participated in the nomination of, an arbitrator.

26.6 The Tribunal may rule on a plea referred to in Rule26.5either as a preliminary question or in an Award on the merits.

26.7 A party may rely on a claim or defence for the purpose of a set-off to the extent permitted by the applicable law.

27. **Conduct of Proceedings**

27.1 The Tribunal may conduct the arbitration in such manner as it considers appropriate to ensure the avoidance of unnecessary delay and expense, having regard to the complexity of the issues involved and the amount in dispute, provided that such procedures ensure fair and equal treatment of the parties and afford them a reasonable opportunity to present their case and to respond to the case of all other parties.

27.2 The parties shall at all times do everything necessary in good faith for the fair, efficient and expeditious conduct of the arbitration.

27.3 As soon as practicable after the formation of the Tribunal, the Tribunal shall conduct a preliminary meeting with the parties (in person or by any other means), to discuss procedures that will be most appropriate and efficient in the case. During or following such meeting, the Tribunal shall establish the procedural timetable for the conduct of the arbitration. The procedural timetable and any modifications thereto shall be communicated to the Registrar and the parties.

27.4 To ensure continued effective case management, the Tribunal, after consulting the parties, may adopt further procedural measures or modify the procedural timetable from time to time. All such modified procedural timetables and orders must be communicated to the Registrar and the parties.

27.5 Except as provided in Rules17.3(d) and40.2, the Tribunal may extend or shorten any time limits provided by these Rules or by its previous directions.

27.6 A presiding arbitrator may make procedural rulings alone, subject to any later revision by the full Tribunal.

27.7 The Tribunal may proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or with any partial or interim Award, or to attend any meetings or hearings convened by the Tribunal, and may impose such sanctions as the Tribunal deems appropriate in such circumstances.

27.8 If required by any applicable law, the Tribunal shall endeavour to render its final Award within 12 months from the date of completion of the pleadings. Subject to mandatory timeframes for the arbitral proceedings imposed by any applicable law, the Tribunal shall endeavour to render its award in an expeditious manner. If it becomes apparent to the Tribunal that the final Award cannot reasonably be rendered within a period of 12 months from the date of completion of the pleadings, the Tribunal shall promptly notify the parties in writing, with brief reasons, of the estimated length of time required for the Tribunal to render its final Award. By agreeing to arbitrate under these Rules, the parties hereby expressly consent to extend the time prescribed by any applicable law for the rendering of the Award by not more than 6 months, in the event the Tribunal considers such extension necessary. Where the parties agree to suspend the arbitration to pursue other means for settlement of their dispute after the arbitration commences, the Tribunal may disregard the suspended time period for the purpose of this provision.

28. **Preliminary issues**

28.1 The Tribunal may, in its discretion and in consultation with the parties, determine preliminary issues that the Tribunal considers could dispose of all or part of the case, bifurcate the proceedings, conduct the arbitration in sequential stages, and decide the stage of the arbitration at which any issue or issues shall be determined, or otherwise adopt procedures to decide the case efficiently.

29. **Language**

29.1 Unless the parties have agreed otherwise, the initial language of the arbitration shall be the language of the arbitration agreement, provided always that no party shall have cause for complaint if communications to or from the Registrar and/or Chairperson are in English and the arbitration proceedings are conducted in English.

29.2 Upon the formation of the Tribunal and unless the parties have agreed otherwise, the Tribunal shall determine the language(s) to be used in the proceedings.

29.3 If a document is written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been established, the Registrar, may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

30. **Seat and Venue**

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

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

31. **Legal Representation**

31.1 Each party must promptly notify in writing the Tribunal, the Registrar, the Tribunal Secretary (if any) and all other parties of any intended change or addition by that party to its authorized representatives; and any such change or addition shall only take effect in the arbitration subject to the approval of the Tribunal.

31.2 The Tribunal or the Registrar may require proof of the authority of any party representatives at any time after arbitration commences.

31.3 The Tribunal shall have the authority to withhold approval of any intended change or addition to a party’s authorized representatives in a situation where such change or addition could compromise the composition of the Tribunal or the finality of any award (on the grounds of possible conflict of interest or other like impediment). In deciding whether to grant or withhold such approval, the Tribunal shall have regard to all the circumstances, including the general principle that a party may be represented by an authorized representative of its choice, the stage which the arbitration has reached, the efficiency

resulting from maintaining the composition of the Tribunal and any likely wasted costs or loss of time resulting from any such changes or addition.

31.4 The Tribunal may also impose such sum as it may deem fit in costs on the party seeking to change its authorized representatives in the event that costs or time are wasted as a result of such intended change or addition, unless all parties agree otherwise.

32. **Applicable Law**

32.1 The Tribunal shall apply the law and/or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law and/or rules of law which it determines to be appropriate.

32.2 The Tribunal shall decide as *amiable compositeur*or *ex aequo et bono*only if the parties have expressly authorised the Tribunal to do so.

32.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract and shall take into account any usage of trade applicable to the transaction to the extent that the Tribunal considers it relevant to the arbitration.

33. **Evidence**

33.1 The Tribunal shall determine the admissibility, relevance, materiality and weight of any evidence, including whether or not to apply any rules of evidence.

33.2 In addition to the powers specified in these Rules, and not in derogation of the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

(a) conduct such enquiries as may appear to the Tribunal to be necessary or expedient;

(b) order the parties to make any property or item available for inspection;

(c) order any party to produce to the Tribunal and to the other parties for inspection, and to supply copies of, any document in their possession, custody or control which the Tribunal considers relevant to the case and material to its outcome; and

(d) determine any claim of legal or other privilege.

34. **Hearings**

34.1 Unless the parties have agreed on a documents-only arbitration or as provided in these Rules, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral pleadings on the merits of the dispute, including, without limitation, any issue as to jurisdiction.

34.2 The Tribunal may, in advance of any hearing, submit to the parties a list of questions which it wishes them to answer.

34.3 The Tribunal shall fix the date, time and place of any meeting or hearing and shall give the parties reasonable notice of these.

34.4 The Tribunal may decide, after consulting the parties, and taking account of all the circumstances of the case, that any hearing will be conducted by physical attendance or remotely by videoconference, telephone or other form of communications technology with participants in one or more geographical places (or in a combined form).

34.5 If any party to the proceedings fails to appear at a hearing without showing sufficient cause for such failure, the Tribunal may proceed with the hearing and may make the Award based on the pleadings and evidence before it.

34.6 Unless the parties agree otherwise, all meetings and hearings shall be in private, and any recordings, transcripts, documents or other materials used shall remain confidential.

35. **Witnesses**

35.1 Before any hearing, the Tribunal may direct any party to give notice of the identity of witnesses, including expert witnesses, whom it intends to produce, the subject matter of their testimony and its relevance to the issues.

35.2 The Tribunal has discretion to allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.

35.3 The Tribunal is free to determine the manner in which witnesses are to be examined, and may direct that the testimony of any witness be presented in written form.

35.4 Any witness who gives evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal shall determine.

35.5 It shall be permissible for any party or its representatives to interview any witness or potential witness that may be presented by that party prior to their appearance to give oral evidence at any hearing.

36. **Tribunal-Appointed Experts**

36.1 Unless the parties have agreed otherwise, the Tribunal may:

(a) following consultation with the parties, appoint an expert to report in writing on specific issues; and

(b) require a party to give such expert any relevant information, or to produce or provide to the expert access to any relevant documents, goods or property for inspection.

36.2 Any expert so appointed shall submit their written report to the Tribunal, upon receipt of which, the Tribunal shall provide a copy of the report to the parties and invite the parties to submit written comments on the report.

36.3 Unless the parties have agreed otherwise, if the Tribunal considers it necessary, any such expert shall, after delivery of their written report, participate in a hearing, at which, the parties shall have the opportunity to question the expert.

37. **Third-Party Funding**

37.1 Where a party has entered into an agreement with a third party relating to the funding of any claim or defence (the "Funding Agreement"), the party shall disclose:

(a) the fact that a Funding Agreement has been entered into;

(b) the identity of such third party (the "Funder"); and

(c) whether the Funder has undertaken to bear any adverse costs liability.

37.2 If the Funding Agreement is executed prior to the constitution of the Tribunal, a party shall make its disclosures in accordance with Rule 37.1 along with or before filing its Statement of Claim or Statement of Defence, as the case may be.

37.3 If the Funding Agreement is executed after the constitution of the Tribunal, the party shall make its disclosure in accordance with Rule 37.1 within seven days from the date on which the Funding Agreement is executed.

37.4 The party shall notify the Tribunal and all other parties of any changes to the information provided pursuant to Rule 37.1, and / or of termination of the Funding Agreement.

38. **Non-participation and Non-compliance**

38.1 If the Claimant fails to submit a Statement of Claim within the time specified by the Tribunal, the Tribunal may, after considering the views of the parties, issue an order for the termination of the arbitration in accordance with Rule 42, unless there are remaining matters which require determination.

38.2 If the Respondent fails to submit a Statement of Defence within the time specified by the Tribunal, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may nonetheless proceed with the arbitration.

38.3 If, without showing sufficient cause, any party fails or refuses to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, the Tribunal may nonetheless proceed with the arbitration. In these circumstances, the Tribunal may impose such sanctions as it deems appropriate and make an award on the evidence before it.

ORDERS AND AWARDS

39. **Orders of the Tribunal**

In addition to the powers specified in these Rules, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

(a) order the correction of any contract, but only to the extent required to rectify any mistake which it determines to have been made, provided that the proper law of the contract allows rectification of such contract;

(b) order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;

(c) issue an award for unpaid deposits towards the costs of the arbitration where a party to the arbitration has paid the non-paying party's share of the deposits on behalf of the non-paying party;

(d) direct any party to ensure that any Award which may be made in the arbitral proceedings is not rendered ineffectual by the dissipation of assets by a party;

(e) order any party to provide costs in any manner the Tribunal thinks fit;

(f) order any party to provide security for all or part of any amount in dispute in the arbitration; and

(g) decide, where appropriate, any issue not expressly or impliedly raised in the pleadings filed under Rules22 to24, provided such issue has been clearly brought to the notice of the other party and that other party has been given adequate opportunity to respond.

40. **The Award**

40.1 The Tribunal shall, after consulting with the parties, declare the proceedings closed if it is satisfied that the parties have no further relevant and material evidence to produce or pleadings to make. The Tribunal may, on its own motion or upon application of a party but before any Award is made, reopen the proceedings.

40.2 The Tribunal shall submit all draft awards to the Registrar within 90 days from the date on which the Tribunal declares the proceedings closed unless, in exceptional circumstances, and further to an application to the Registrar by the Tribunal or on the Registrar's own motion, the Registrar extends the time for submission of the draft award. The Registrar may, as soon as practicable, suggest modifications as to the form of the draft award and, without affecting the Tribunal's liberty of decision, may also draw its attention to points of substance. The Tribunal is at liberty to make such changes as it deems fit (if any) to the draft award.

40.3 The final Award shall be rendered within 30 days from the date on which the Tribunal submits the draft award to the Registrar unless, in exceptional circumstances and further to an application by the Tribunal and/or the Registrar or on its own initiative, the Council extends the time for rendering the Award.

40.4 The Tribunal may make separate Awards on different issues at different times, including for interim payments on account of any claim, counterclaim or cross-claim and all each Award shall have the same status as any other award made by the Tribunal.

40.5 If any arbitrator fails to cooperate in the making of the Award, having been given a reasonable opportunity to do so, the remaining arbitrators shall be entitled to proceed to make the Award in the absence of the non-cooperating arbitrator.

40.6 Where there is more than one arbitrator, the Tribunal shall decide by a majority. Failing a majority decision, the presiding arbitrator alone shall make the Award.

40.7 An Award shall be made in writing and signed by the Tribunal. Unless agreed otherwise by the parties in writing, an Award shall state the reasons upon which it is based, along with the date on which it was made and the seat of arbitration as determined under Rule30.1.

40.8 An Award may be executed in any number of counterparts, each of which is an original and all of which together evidence the same Award. Where there are three arbitrators and any of them fails to sign the Award, the Award shall state the reason for the absence of the signature(s) and the signatures of the majority or (failing a majority) of the presiding arbitrator shall be sufficient, provided that all arbitrators were provided with a reasonable opportunity to sign the Award.

40.9 The Tribunal may, after considering the views of the parties, and in consultation with the Registrar, determine that it is appropriate for the Award to be signed electronically.

40.10 The Tribunal shall deliver the Award to the Registrar, who shall transmit certified copies to the parties upon the full settlement of the costs of arbitration. Such transmission may be made by any electronic means, and if so requested by any party or if transmission by electronic means to a party is not possible, in paper form. In the event of any disparity between electronic and paper forms, the electronic form shall prevail.

40.11 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.

40.12 Subject to Rules19 and41, by agreeing to arbitration under these Rules, the parties undertake to carry out the Award without delay, and they also irrevocably waive their rights to any form of appeal, review or recourse to any state court or other judicial authority insofar as such waiver may be validly made, and the parties further agree that an Award shall be final and binding on the parties from the date it is made.

40.13 The MCIA may publish any Award with the names of the parties and other identifying information redacted.

41. **Correction of Awards and Additional Awards**

41.1 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and to all other parties, request the Tribunal to correct in the Award any error in computation, any clerical or typographical error or any error of a similar nature. Any other party may comment on such request within 15 days receipt of the notice. If the Tribunal considers the request to be justified, it shall make the correction within 30 days of receipt of the request. Any correction made in the original Award or in a separate memorandum shall constitute part of the Award.

41.2 The Tribunal may correct any error of the type referred to in Rule41.1 on its own initiative within 30 days of the date of the Award.

41.3 Within 30 days of receipt of an Award, a party may, by written notice to the Registrar and to any other party, request the Tribunal to make an additional Award as to claims presented in the arbitral proceedings but not dealt with in the Award. Notwithstanding Rule40.1, the Tribunal may in such circumstances reopen the proceedings for the limited purpose of determining a request made pursuant to this Rule. Any other party may comment on such request within 15 days of its receipt. If the Tribunal considers the request to be justified, it shall make the additional Award within 60 days of receipt of such request.

41.4 Within 30 days of the receipt of an Award, a party may, by written notice to the Registrar and to any other party, request that the Tribunal give an interpretation of the Award. Any other party may comment on such request within 15 days of its receipt of the notice. If the Tribunal considers the request to be justified, it shall give the interpretation in writing within 30 days after the receipt of the request. The interpretation shall form part of the Award.

42. **Suspension, Settlement and Termination**

42.1 The Registrar or the Tribunal may suspend an arbitration in accordance with such terms as the parties have agreed or as otherwise provided in these Rules. The Registrar or the Tribunal may, after considering the views of the parties, order the suspension of any time limits.

42.2 In the event of a settlement, and if the parties so request, the Tribunal may make a consent award on agreed terms. The Tribunal is not obliged to provide reasons for a consent award or to include the settlement terms in the consent award.

42.3 If the parties do not require a consent award, the parties shall confirm to the Tribunal and the Registrar that a settlement has been reached, and the Tribunal shall issue all appropriate orders in connection with the termination and/or conclusion of the arbitration.

42.4 The Tribunal shall, after considering the views of the parties, issue an order for the termination of the arbitration where:

(a) the Claimant withdraws its claim, unless the Respondent objects thereto and the Tribunal recognises a legitimate interest on the Respondent's part in obtaining a final settlement of the dispute;

(b) the parties agree on the termination of the arbitration;

(c) the Tribunal finds that the continuation of the arbitration has become unnecessary or impossible; or

(d) the Registrar has deemed the relevant claims, counterclaims or cross-claims to be withdrawn for non-payment of deposits in accordance with Rule 44.5(b).

42.5 Prior to the constitution of the Tribunal, the Registrar shall have the power to terminate an arbitration under these Rules.

FEES AND COSTS

43. Costs of the Arbitration

43.1 The Tribunal's fees and the MCIA's fees shall be fixed by the Registrar in accordance with the Schedule of Fees in force at the time of commencement of the arbitration and the stage of the proceedings at which the arbitration ended.

43.2 In no circumstances shall the Tribunal be entitled to charge any form of sitting fee or fixed fee for attendance at hearings.

43.3 The Tribunal's reasonable expenses necessarily incurred and other allowances shall be reimbursed.

43.4 Notwithstanding Rule43.1, the Registrar may, if necessary due to exceptional circumstances of the case (as determined by the Registrar in their sole discretion), determine that an additional fee over and above the maximum limits prescribed in the Schedule of Fees shall apply to the Tribunal's fees and/or MCIA's fees.

43.5 The Tribunal shall specify in the Award the total amount of the costs of the arbitration. Unless the parties have agreed otherwise, the Tribunal shall determine in the Award the apportionment of the costs of the arbitration among the parties.

43.6 The term "costs of the arbitration" includes:

(a) the Tribunal's fees and expenses and the Emergency Arbitrator's fees and expenses, where applicable;

(b) the MCIA's administrative fees and expenses;

(c) the fees and expenses of any Tribunal Secretary; and

(d) the costs of expert advice and of other assistance reasonably incurred by the Tribunal.

43.7 The Tribunal shall have the authority to order in its Award that all or a part of the legal or other costs of a party be paid by another party.

43.8 In making decisions as to costs, the Tribunal may take into account such circumstances as it considers relevant, including but not limited to:

(a) the scale and complexity of the dispute;

(b) the extent to which each party has conducted the arbitration in an expeditious and cost-effective manner; and

(c) any third-party funding arrangement.

44. Advance on Costs

44.1 The Registrar shall fix the amount of advances on account of the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such advances shall be payable by the Claimant and50% by the Respondent. The Registrar may fix separate advances on costs for claims, counterclaims and cross-claims.

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

44.3 The Registrar may from time to time direct parties to make further advances towards the costs of the arbitration as set out at Rule 43.6.

44.4 The parties are jointly and severally liable for the costs of the arbitration. In the event that a party does not pay the advances as directed, the Registrar may direct another party to pay the advance on its behalf.

44.5 If a party fails to pay an advance as directed, the Registrar may also:

(a) direct the Tribunal and the Secretariat to suspend the conduct and administration of the arbitration in whole or in part; and/or

(b) set a time limit on the expiry of which the relevant claim, counterclaim or cross-claim shall be considered as withdrawn on a without prejudice basis.

44.6 On the application of a party, if a party pays the deposits towards the estimated costs of arbitration on behalf of another party, the Tribunal may issue an Award for the reimbursement of such paid deposits pursuant to Rule39(c).

44.7 If the arbitration is settled or otherwise disposed of without a hearing, the costs of the arbitration shall be finally determined by the Registrar. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of. In the event that the costs of arbitration determined are less than the advances made, there shall be a refund in such proportions as the parties may agree, or failing an agreement, in the same proportions as the advances were made.

44.8 All advances shall be made to and held by the MCIA. Any interest which may accrue on such advances shall be retained by the MCIA.

MISCELLANEOUS PROVISIONS

45. Exclusion and Waiver of Liability

45.1 The MCIA, including the Chairperson, members of its Council, directors, officers, employees, and any arbitrator, shall not be liable to any person for any negligence, act or omission in connection with any arbitration governed by these Rules, save where the act or omission is shown by that party to constitute conscious and deliberate wrongdoing committed by the body or person alleged to be liable to that party.

45.2 The MCIA, including the Chairperson, members of its Council, directors, officers, employees, and any arbitrator, shall not be under any obligation to make any statement in connection with any arbitration governed by these Rules. No party shall seek to make the Chairperson, any member of the Council, director, officer, employee or arbitrator act as a witness in any legal proceedings in connection with any arbitration governed by these Rules.

45.3 A party who knows or ought reasonably to know of a failure to comply with any provision of, or requirement arising under, these Rules, or of any other rules applicable to the proceedings, any direction given by the Tribunal, or any requirement under the arbitration agreement relating to the constitution of the Tribunal or the conduct of the proceedings and yet proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.

45.4 Any party acting in contravention of Rules45.1 to45.3 shall indemnify the MCIA, including the Chairperson, members of its Council, directors, officers, employees or any arbitrator against all liabilities arising out of or in connection with any such action.

46. Confidentiality

46.1 The parties and the Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential. The deliberations of the Tribunal shall be confidential.

46.2 A party or any arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except:

(a) for the purpose of making an application to any competent court of any state to enforce or challenge an Award;

(b) pursuant to the order of or a subpoena issued by a court of competent jurisdiction;

(c) for the purpose of pursuing or enforcing a legal right or claim;

(d) in compliance with the provisions of the laws of any state which are binding on the party making the disclosure;

(e) in compliance with the request or requirement of any regulatory body or other authority; or

(f) pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

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

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

47. **Publication**

47.1 The parties shall be deemed to have agreed that the MCIA may publish any decision, ruling, order, or award, and any reasoned decision by the Council with the names of the parties and other identifying information redacted.

47.2 The MCIA may proceed with the publication of any materials under Rule47.1 unless a party provides a written objection to the Registrar within 6 months after the conclusion of the arbitration.

48. **Information Security**

48.1 The parties may agree on any reasonable measures to protect information shared, stored, or processed in relation to the arbitration.

48.2 The Tribunal may, after considering the views of the parties, give directions to the parties to protect the security of any information shared, stored, or processed during the arbitration, taking into account the circumstances of the case.

48.3 The Tribunal may, after taking into account the views of the parties, make a decision, order or Award in respect of any breach of the information security measures agreed by the parties or directed by the Tribunal, pursuant to this Rule.

49. **Decisions of the Chairperson, the Council and the Registrar**

49.1 Subject to Rule26.1, the decisions of the Chairperson, the Council and the Registrar with respect to all matters relating to an arbitration shall be conclusive and binding upon the parties and the Tribunal. The Chairperson, the Council and the Registrar shall not be required to provide reasons for such decisions.

49.2 Subject to Rule26.1, the parties shall be taken to have waived any right of appeal or review in respect of any decisions of the Chairperson, the Council and the Registrar to any state court or other judicial authority.

SCHEDULE OF FEES

This Schedule of Fees is effective as of 1 May 2025 and is applicable to all arbitrations commenced on or after1 May 2025. This Schedule of Fees may be amended from time to time and any revised Schedule of Fees shall take effect as of the date determined by the Council. In all cases, the administration fees and the Tribunal's fees shall be finally determined by the MCIA Registrar at the conclusion of the proceedings in accordance with Rule43 of the MCIA Rules. In doing so, the MCIA Registrar may take into account (among other things) any amendment to a party's pleadings in accordance with Rule 24 of the MCIA Rules.

CASE FILING FEE (Non-Refundable)

Rs. 50,000*

ADMINISTRATION FEES

The administration fees calculated in accordance with the Schedule below apply to all arbitrations administered by MCIA and reflect the maximum total amount payable to MCIA.

SUM IN DISPUTE (INR)[+]	**MAXIMUM FEE**[*] **(INR)**
Up to 10,00,000	1,10,000
10,00,001 to 20,00,000	1,10,000 + 1.5% over 10,00,000
20,00,001 to 50,00,000	1,25,000 + 1.5% over 20,00,000
50,00,001 to 1,00,00,000	1,70,000 + 1.4% over 50,00,000
1,00,00,001 to 5,00,00,000	2,40,000 + 0.85% over 1,00,00,000
5,00,00,001 to 10,00,00,000	5,80,000 + 0.5% over 5,00,00,000
10,00,00,001 to 20,00,00,000	8,30,000 + 0.22% over 10,00,00,000
20,00,00,001 to 50,00,00,000	10,50,000 + 0.22% over 20,00,00,000
50,00,00,001 to 100,00,00,000	17,10,000 + 0.09% over 50,00,00,000
1,00,00,00,001 to 500,00,00,000	21,60,000 + 0.05% over 1,00,00,00,000
500,00,00,001 to 1000,00,00,000	50,00,000
1000,00,00,001 to 5000,00,00,000	50,00,000
Above 5000,00,00,000	50,00,000

The administration fees do not include the following:

- Fees and expenses of the Tribunal
- Usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms and equipment, transcription and interpretation services etc.)
- Out-of-pocket expenses

[+]Sum in dispute refers to total claim, counterclaim and cross-claim.

[*]Taxes as applicable

ARBITRATOR'S FEES

The Tribunal's fees calculated in accordance with the Schedule below apply to all arbitrations administered by the MCIA and reflect the maximum total amount payable to one arbitrator.

SUM IN DISPUTE (INR)[+]	**MAXIMUM FEE[*] (INR)**
Up to 5,00,000	1,85,000
5,00,001 to 10,00,000	1,85,000
10,00,001 to 20,00,000	1,85,000 + 6.75% over 10,00,000
20,00,001 to 50,00,000	2,52,500 + 6.75% over 20,00,000
50,00,001 to 1,00,00,000	4,55,000 + 6.5% over 50,00,000
1,00,00,001 to 5,00,00,000	7,80,000 + 4.3% over 1,00,00,000
5,00,00,001 to 10,00,00,000	25,00,000 + 2.13% over 5,00,00,000
10,00,00,001 to 20,00,00,000	35,65,000 + 0.88875% over 10,00,00,000
20,00,00,001 to 50,00,00,000	44,53,750 + 0.88875% over 20,00,00,000
50,00,00,001 to 100,00,00,000	71,20,000 + 0.271% over 50,00,00,000
1,00,00,00,001 to 500,00,00,000	84,75,000 + 0.165625% over 1,00,00,00,000
5,00,00,00,001 to 10,00,00,00,000	1,51,00,000 + 0.06% over 5,00,00,00,000
10,00,00,00,001 to 50,00,00,00,000	1,81,00,000 + 0.0585% over 10,00,00,00,000
Above 50,00,00,00,000	4,15,00,000 + 0.04% over 50,00,00,00,000 up to a maximum of 8,50,00,000

EMERGENCY INTERIM RELIEF FEES

The following fees shall be payable in an Emergency Interim Relief application under Rule19 of the Arbitration Rules of the MCIA. An application under Rule 19 must be accompanied by a payment of:

1. **Filing Fee for Emergency Arbitrator Applications: (Non-Refundable)**

Rs. 1,00,000*

2. **Emergency Arbitrator's Fees and Deposits:**

The deposit towards the Emergency Arbitrations fees and expenses shall be fixed at Rs. 8,00,000, unless the Registrar determines otherwise. The Emergency Arbitrator's fee shall be fixed at Rs. 7,00,000, unless the Registrar determines otherwise.

APPOINTMENT FEES

The appointment fee is payable where a request for appointment of arbitrator(s) is made in an *ad hoc* case. The fee is payable by the party requesting the appointment. A request for appointment must be accompanied by payment of the appointment fee prescribed below.

1 arbitrator	**2 arbitrators**	**3 arbitrators**
Rs. 75,000[*]	Rs. 90,000[*]	Rs. 1,00,000[*]

[+]Sum in dispute refers to total claim, counterclaim and cross-claim.

[*]Taxes as applicable

CHALLENGE FILLING FEE (Non-Refundable)

A party making an application challenging an arbitrator under Rule 14 of the Arbitration Rules of the MCIA shall make payment of Rs. 1,00,000* as the challenge filling fee.

[*]Taxes as applicable

MCIA MODEL CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be _____.

The Tribunal shall consist of [one/three] arbitrator(s).

The language of the arbitration shall be_____.

The law governing this arbitration agreement shall be_____.

The law governing the contract shall be_____.

EXPEDITED PROCEDURE MODEL CLAUSE

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Mumbai in accordance with the Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause.

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule17.3 of the MCIA Rules.

The Tribunal shall consist of one arbitrator.

The language of the arbitration shall be_____.

MCIA AS APPOINTING AUTHORITY

For parties who wish the MCIA to act as appointing authority in an *ad hoc* arbitration, we recommend that they adopt the following provision in their arbitration agreement:

The appointing authority shall be the MCIA Council of Arbitration.

1515C One Lodha Place

Senapati Bapat Marg

Lower Parel, Mumbai 400013

T +91 85918 83286

www.mcia.org.in

registrar@mcia.org.in

casemanager@mcia.org.in