

Rules of Arbitration and Conciliation

Arrangement of Rules

Preamble

Rules

1. Title and commencement
2. Definitions

Part 1

Arbitration

3. Arbitration Governing Council
4. Registry
Reference to the Centre for Arbitration
5. Notices and Calculation of Periods of time
6. Notice of Arbitration
7. Sole Arbitrator
8. Three Arbitrators
9. Multi Party Appointment of Arbitrators
10. Qualifications of Arbitrators
11. Challenge of Arbitrators
12. Replacement of an Arbitrator
13. Repetition of Hearings in the event of replacement of an Arbitrator
14. Conduct of Arbitration Proceedings
15. Venue of Arbitration Proceedings
16. Language for conduct of Arbitration
17. Submission by parties
18. Jurisdiction of the Tribunal
19. Interim Relief
20. Hearings
21. The Award
22. Correction of Awards, Interpretation of Awards and Additional Awards
23. Fees and Deposits
24. Confidentiality
25. General Provisions
26. Liability of the Tribunal

Part II
Conciliation

27. Reference to Centre
28. Commencement of Conciliation
29. Appointment of Conciliator
30. Submission of Statements to Conciliator
31. Representation and Assistance
32. Settlement Agreement
33. Termination of Proceedings
34. Costs
35. Deposits
36. Confidentiality of Proceedings
37. Finality of Conciliation

Rules of Arbitration and Conciliation of the Madras Chamber of Commerce & Industry

PREAMBLE

The Madras Chamber of Commerce & Industry has long recognized the need for separate arbitration mechanism in which a well-defined process is required for speedy disposal of disputes that may arise. The following rules are intended only for the Arbitrations/Conciliations referred to the Madras Chamber of Commerce & Industry

The Madras Chamber of Commerce and Industry recommends to all parties desirous of making reference to Arbitration/Conciliation of the Madras Chamber of Commerce & Industry for inclusion of the following clause in their contracts/agreements.

“All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning or operation or effect of this contract/agreement or breach thereof shall be settled by Arbitration/Conciliation in accordance with the Rules of Arbitration and Conciliation of the Madras Chamber of Commerce & Industry and the Award in pursuance thereof shall be binding on the parties”.

RULES:

1. TITLE AND COMMENCEMENT

These Rules may be called the “Rules of Arbitration and Conciliation of the Madras Chamber of Commerce & Industry and shall be applicable to Arbitration/Conciliation proceedings referred to the Centre from January 25, 2021.

2. DEFINITIONS

(1) In these Rules, the following expressions shall have the respective meaning:

- a. “Act” means the Arbitration and Conciliation Act, 1996 as amended from time to time including repeal and re-enactment thereof.
- b. “Centre” means the institution promoted by the Chamber for conducting arbitration, conciliation and mediation proceedings which has been named as MCCI Arbitration, Mediation and Conciliation Centre.
- c. “Chamber” means The Madras Chamber of Commerce & Industry.
- d. “Council” means the Arbitration Council constituted by the General Committee
- e. “General Committee” means the Committee of the Chamber as defined by the Memorandum and Acts of Association of the Madras Chamber.
- f. “Tribunal” means the Arbitrator or Arbitrators or the Conciliator or Conciliators, as the case may be, nominated by the Registrar for adjudicating upon or conciliating in a dispute or difference or claim referred to the Centre by any of the parties.
- g. “Panel” means the Panel of Arbitrators and Conciliators maintained by the Council.
- h. “Party” means a party to an Arbitration/Conciliation Agreement.
- i. “Registrar” means the Registrar of the Centre and includes any Deputy Registrar who may act on behalf of the Registrar as and when the need arises
- j. “Registry” means the office of the Centre administering the conduct of the arbitration or conciliation proceedings;

- k. “Secretary” means the Secretary for the time being of the Chamber, or such other member of the staff of the Chamber who shall be acting for him/her from time to time.
- l. “In writing” means transmitted by letter, electronic mail or any other electronic means of communication that is reproducible.

(2) All other expressions shall have the same meaning as have been assigned to them under the Act.

PART I

ARBITRATION

3. ARBITRATION GOVERNING COUNCIL:

- a. The General Committee will constitute an Arbitration Council consisting of not less than three who shall serve at the pleasure of the General Committee. The Council shall be responsible for the functioning of the Centre.
- b. The Council will prepare and maintain a Panel of such persons as shall in its opinion be qualified and have signified their willingness to act as Arbitrators and/or Conciliators. The Council may, in its discretion, increase and/or decrease the number of members of the panel.
- c. The Council is authorized to consider and decide on behalf of the Chamber all questions and issues arising under these Rules.
- d. The term of office of the Council is for a period of 2 years subject to the pleasure of the General Committee and periodically reconstituted by the General Committee at the expiry of the period of every two years. If a vacancy arises due to the death or resignation or removal of any of the members of the Council, the General Committee may appoint any suitable person to replace the said member whose term will only be for the remaining period of the term of the outgoing member.

- e. The Council shall meet at least two times in a year and the quorum for the meeting is at least two members. The majority decision of the members present and voting shall be the decision of the council.

4. REGISTRY

- a. The Centre shall have a Registry which will be in charge of all administrative matters in relation to an arbitral proceeding.
- b. A Registrar shall be nominated by the Council from the staff of the Centre and shall be in charge of all administrative functions of the Centre. The Registrar shall be assisted by a Deputy Registrar who shall also be nominated by the Council. If the post of Registrar is vacant or the Registrar has been on leave for a specific period, the Deputy Registrar may act as Registrar in-charge during such period.
- c. The powers, duties and functions of the Registrar are determined by the Council which may be varied from time to time.
- d. The Registry shall maintain all the records of the arbitral proceedings including awards and interim orders passed by the arbitrator. The Registry may discard the records any time after 5 years from the date of passing of the award by the arbitrator unless a party to the proceedings intimates to the Registry before such time about any pending litigation with respect to the arbitral proceedings.
- e. The parties shall file the reference to the arbitration, applications, petitions, memos and communications before the Registry during the working hours with the necessary fee. Any Application/petition/memo/correspondence shall mention the case number and the name of the Arbitrator/s.
- f. The Registry shall be responsible for issue of certified copies of the awards or any other documents filed in the arbitral proceedings within a reasonable period of time on an application filed by a party on payment of the costs as prescribed under these rules as amended from time to time.

REFERENCE TO THE CENTRE FOR ARBITRATION:

5. NOTICES AND CALCULATION OF PERIODS OF TIME

- 5.1. For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such notice, communication or proposal may be delivered by hand, registered post or courier service, or transmitted by any form of electronic communication (including electronic mail), or delivered by any other appropriate means that provides a record of its delivery. Any notice, communication or proposal shall be deemed to have been received if it is delivered: (i) to the addressee personally or to its authorized representative; (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, after reasonable efforts, none of these can be found, then at the addressee's last-known residence or place of business.
- 5.2. Any notice, communication or proposal shall be deemed to have been received on the day it is delivered in accordance with Rule 5.1.
- 5.3. For the purpose of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been received. Unless the Registrar or the Tribunal determines otherwise, any period of time under these Rules is to be calculated in accordance with Indian Standard Time (IST).
- 5.4. Any non-business days at the place of receipt shall be included in calculating any period of time under these Rules. If the last day of any period of time under these Rules is not a business day at the place of receipt in accordance with Rule 5.1, the period is extended until the first business day which follows.
- 5.5. The parties shall file with the Registrar a copy of any notice, communication or proposal concerning the arbitral proceedings.

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

6. NOTICE OF ARBITRATION

- 6.1. A party wishing to commence an arbitration under these Rules (the “**Claimant**”) shall file with the Registrar, a Notice of Arbitration which shall include:
- a. A demand that the dispute be referred to arbitration;
 - b. The names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
 - c. A reference to the arbitration agreement invoked and a copy of the arbitration agreement;
 - d. Where the claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;
 - e. A reference to the contract or other instrument (e.g. investment treaty) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
 - f. A brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
 - g. 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;
 - h. A proposal for the number of arbitrators if not specified in the arbitration agreement;

- i. Unless otherwise agreed by the parties, 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;
 - j. All relevant particulars and any observations or proposals as to the place of the arbitration, the applicable rules of law and the language of the arbitration;
 - k. Payment of the requisite filing fee as prescribed by the centre or Registrar.
- 6.2. The Notice of Arbitration may also include the Statement of Claim referred to in Rule 18.2.
- 6.3. The Claimant shall, at the same time as it files the Notice of Arbitration with the Registrar, send a copy of the Notice of Arbitration to the Respondent, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

7. SOLE ARBITRATOR

A sole arbitrator shall be appointed in any arbitration under these rules and as per the arbitration agreement between the parties

8. THREE ARBITRATORS

- 8.1. If three arbitrators are to be appointed, each party shall nominate one arbitrator.
- 8.2. If a party fails to make a nomination of an arbitrator within 14 days after receipt of a party's nomination of an arbitrator, or within the period otherwise agreed by the parties or set by the Registrar, the Registrar shall proceed to appoint an arbitrator on its behalf.

- 8.3. Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Registrar, the Registrar shall appoint the third arbitrator, who shall be the presiding arbitrator.

9. MULTI-PARTY APPOINTMENT OF ARBITRATORS

- 9.1. Where there are more than two parties to the arbitration, and a sole arbitrator is to be appointed, unless otherwise agreed by parties, the Registrar shall appoint the sole arbitrator under these rules and as per the arbitration agreement between parties.
- 9.2. Where there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall nominate one arbitrator and the Respondent(s) shall nominate one arbitrator. The third arbitrator, who shall be the presiding arbitrator, shall be appointed in accordance with Rule 8.3. In the absence of any such nominations having been made within 28 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties, the Registrar shall appoint the arbitrators and shall designate one of them to be the presiding officer.

10. QUALIFICATIONS OF ARBITRATORS

- 10.1. Any arbitrator appointed in arbitration under these Rules, whether or not nominated by the parties, shall be and remain at all times independent and impartial. The parameters of independence and impartiality shall be in accordance with Schedule V and Schedule VII of the Act.
- 10.2. In appointing an arbitrator under these Rules, the Registrar shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.

- 10.3. The Registrar shall also consider whether the arbitrator has sufficient availability of time to determine the case in a timely and efficient manner that is appropriate given the nature of the arbitration.
- 10.4. A nominated arbitrator shall disclose to the parties and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as reasonably practicable and in any event before his appointment.
- 10.5. An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the arbitration.

11. CHALLENGE OF ARBITRATORS

- 11.1. Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence or if the arbitrator does not possess any requisite qualification on which the parties have agreed.
- 11.2. A Party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

12. REPLACEMENT OF AN ARBITRATOR

- 12.1. Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced and also in consonance with Section 14 and Section 15 of the Act.
- 12.2. In the event that an arbitrator refuses or fails to act or perform his functions in accordance with the Rules or within prescribed time limits, or in the event of any *de jure* or *de facto* impossibility by an

arbitrator to act or perform his functions, the procedure for challenge and replacement of an arbitrator shall apply.

13. REPETITION OF HEARINGS IN THE EVENT OF REPLACEMENT OF AN ARBITRATOR

13.1. Unless otherwise agreed by the Parties, where an arbitrator is replaced in the manner prescribed in Clause 12 and Clause 13 respectively, any hearings previously held, may be repeated at the discretion of the arbitral tribunal.

13.2. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award shall not be repeated, and the Award shall remain in effect.

14. CONDUCT OF ARBITRATION PROCEEDINGS:

Subject to Sections 18 and 19 of the Act, the Tribunal shall conduct the arbitration proceedings in such manner as it considers appropriate unless otherwise agreed by the parties. The Tribunal will, however, provide effective hearing and opportunity to all the parties consistent with the rules and principles of natural justice.

15. VENUE FOR ARBITRATION PROCEEDINGS:

Subject to Section 20 of the Act, the arbitral proceedings under these Rules will be held in the premises of the Centre and/or such other venue or place as the Tribunal decides subject to the prior agreement between the parties. However, it is made clear that the change in the venue shall not alter the seat of the arbitration. In the event, the parties and the arbitral Tribunal so consent in writing on such request being made by the Centre the Tribunal may conduct the arbitral proceedings through video conferencing. The procedure to be followed and the rules of such video conferencing will be indicated in the communication sent by the Centre.

16. LANGUAGE FOR CONDUCT OF ARBITRATION:

The arbitral proceedings will be conducted and recorded in English language subject to the agreement between the parties.

17. SUBMISSION BY PARTIES

- 17.1. Unless the Tribunal determines otherwise, the submission of written statements shall proceed as set out in this Rule.
- 17.2. The Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Claim setting out in full detail:
- a. A statement of facts supporting the claim;
 - b. The legal grounds or arguments supporting the claim; and
 - c. The relief claimed together with the amount of all quantifiable claims.
- 17.3. The Respondent shall, within a period of time to be determined by the Tribunal, send to the Claimant and the Tribunal a Statement of Defence setting out in full detail:
- a. A statement of facts supporting its defence to the Statement of Claim;
 - b. The legal grounds or arguments supporting such defence; and
 - c. The relief claimed.
- 17.4. If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim setting out in full detail:
- a. A statement of facts supporting its defence to the Statement of Counterclaim along with the document;

- b. The legal grounds or arguments supporting such defence; and
 - c. The relief claimed.
- 17.5. Unless otherwise agreed by the Parties, a party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment, having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.
- 17.6. The Tribunal shall decide whether further submissions shall be required from the parties or may be presented by them. The Tribunal shall fix the periods of time for making such submissions.
- 17.7. All submissions referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.
- 17.8. If the Claimant fails within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate.
- 17.9. If the Respondent fails to submit its Statement of Defence, 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 proceed with the arbitration.

18. JURISDICTION OF THE TRIBUNAL

- 18.1. If any party objects to the existence or validity of the arbitration agreement or to the competence to administer an arbitration under these Rules, before the Tribunal is constituted, the Registrar shall determine if such objection shall be referred to the Council. If the

Registrar so determines, the Council shall decide if it is prima facie satisfied that the arbitration shall proceed. The arbitration shall be terminated if the Council is not satisfied. Any decision by the Council that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

18.2. The Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. An arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract.

18.3. Any objection that the Tribunal:

- a. does not have jurisdiction shall be raised no later than in a Statement of Defence or in a Statement of Defence to a Counterclaim; or
- b. is exceeding the scope of its jurisdiction shall be raised within 14 days after the matter alleged to be beyond the scope of the Tribunal's jurisdiction arises during the arbitral proceedings.

The Tribunal may admit an objection raised by a party outside the time limits under this Rule if it considers the delay justified. A party is not precluded from raising an objection under this rule by the fact that it has nominated, or participated in the nomination of, an arbitrator.

19. INTERIM RELIEF

The Tribunal may, at the request of a party, issue an order or an Award granting an injunction or any other interim relief it deems appropriate, in accordance with the provisions and law.

20. HEARINGS

20.1. Unless the parties have agreed on a documents-only arbitration or as otherwise provided in these Rules, the Tribunal shall, if either party so requests or if the Tribunal so decides, hold a hearing for the

presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction.

- 20.2. The Tribunal shall, after consultation with the parties, set the date, time and place of any meeting or hearing and shall give the parties reasonable notice.
- 20.3. If any party fails to appear at a meeting or hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the Award based on the submissions and evidence before it.
- 20.4. Unless otherwise agreed by the parties, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.

21. THE AWARD

- 21.1. The Tribunal shall, as promptly as possible, after consulting with the parties and upon being satisfied that the parties have no further evidence to produce or submission to make with respect to the matters to be decided in the Award, declare the proceedings closed. The Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Registrar. The Tribunal must render the Award within the prescribed statutory timelines stipulated under the Act.
- 21.2. The Tribunal may, on its own motion or upon application of a party but before any Award is made, re-open the proceedings. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties and to the Registrar. The decision of the Tribunal in this regard, shall be final and binding and will be not be subject to appeal.
- 21.3. Unless otherwise agreed by the parties, the Tribunal may make separate Awards on different issues at different times.

- 21.4. The Award shall be delivered to the Registrar, who shall transmit certified copies to the parties upon full settlement of the costs of the arbitration.
- 21.5. 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.
- 21.6. In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement. If the parties do not require a consent Award, the parties shall confirm to the Registrar that a settlement has been reached, following which the Tribunal shall be discharged and the arbitration concluded upon full settlement of the costs of the arbitration.

22. CORRECTION OF AWARDS, INTERPRETATION OF AWARDS AND ADDITIONAL AWARDS

Any correction or modification to the arbitral award issued by the Tribunal in terms of Rule 21 of these Rules, shall be in accordance with the provisions of the Act . However, If a request is made by a party beyond the period of 30 days for correction of the award, , the Tribunal may condone the delay if the cause shown is reasonable and correct the same after due notice to the other party. In such a case, the Tribunal shall pass a reasoned order either allowing or rejecting the plea. The amended award, if any, shall be sent to the parties and the limitation for filing the Execution Petition or Petition to set aside the award shall be reckoned from the date of the amended award.

23. FEES AND DEPOSITS

- 23.1. The Tribunal's fees and the Centre's fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration.

- 23.2. The Registrar shall fix the amount of deposits payable towards the costs of the arbitration. Unless the Registrar directs otherwise, 50% of such deposits shall be payable by the Claimant and the remaining 50% of such deposits shall be payable by the Respondent. The Registrar may fix separate deposits on costs for claims and counterclaims, respectively.
- 23.3. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the dispute and the circumstances of the case. This estimate may be adjusted in light of such information as may subsequently become available.
- 23.4. The Registrar may from time to time direct parties to make further deposits towards the costs of the arbitration.
- 23.5. If a party fails to pay the deposits directed by the Registrar either wholly or in part:
- a. the Tribunal may suspend its work and the Registrar may suspend Centre's administration of the arbitration, in whole or in part; and
 - b. the Registrar may, after consultation with the Tribunal (if constituted) and after informing the parties, set a time limit on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.
- 23.6. In all cases, the costs of the arbitration shall be finally determined by the Registrar at the conclusion of the proceedings. If the claim and/or counterclaim is not quantified, the Registrar shall finally determine the costs of the arbitration, in his discretion. The Registrar shall have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration concluded. In the event that the costs of the arbitration determined are less than the deposits made, there shall be a refund in such

proportions as the parties may agree, or failing an agreement, in the same proportions as the deposits were made.

- 23.7. All deposits towards the costs of the arbitration shall be interest free.
- 23.8. In exceptional circumstances, the Registrar may direct the parties to pay an additional fee, in addition to that prescribed in the applicable Schedule of Fees, as part of the Centre's administration fees.

24. CONFIDENTIALITY

- 24.1. Unless otherwise agreed by the parties, a party and any arbitrator and any person appointed by the Tribunal, including any administrative secretary and any expert, shall at all times treat all matters relating to the proceedings and the Award as confidential. The discussions and deliberations of the Tribunal shall be confidential.
- 24.2. Unless otherwise agreed by the parties, a party or any arbitrator, and any person appointed by the Tribunal, including any administrative secretary and any expert, shall not, without the prior written consent of 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 the 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 or the request or requirement of any regulatory body or other authority;

- e. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

24.3. In Rule 25.1, “matters relating to the proceedings” includes the existence of the proceedings, and the pleadings, evidence and other materials in the arbitral 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.

25. GENERAL PROVISIONS

25.1. Any party that proceeds with the arbitration without promptly raising any objection to a failure to comply with any provision of 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, shall be deemed to have waived its right to object.

25.2. In all matters not expressly provided for in these Rules, the Centre, the Registrar and the Tribunal shall endeavor to ensure fair expeditious and equitable conclusion of the arbitration and the enforceability of any Award.

26. LIABILITY OF TRIBUNAL/CENTRE:

The Arbitrators, the Registrar, Council Members and the MCCI and its employees shall not be liable to any person for any act or omission in connection with the arbitration conducted under these rules.

PART II

CONCILIATION

Reference to Centre

27. REFERENCE WHERE THERE IS AN AGREEMENT TO REFER TO THE RULES

- 27.1. Where there is an agreement between the parties to refer their dispute to the Rules, any party or parties wishing to commence conciliation pursuant to the Rules shall file a written Request for Conciliation (the “Request”) with the Centre. The Request shall include:
- a. a request that the dispute be referred to Conciliation
 - b. the names, addresses, telephone numbers, email addresses and any other contact details of the parties to the dispute and of any person(s) representing the parties in the proceedings;
 - c. a description of the dispute including, if possible, an assessment of its value;
 - d. any agreement to use a settlement procedure other than conciliation, or, in the absence thereof, any proposal for such other settlement procedure that the party filing the request may wish to make;
 - e. any agreement as to time limits for conducting the conciliation, or, in the absence thereof, any proposal with respect thereto;
 - f. any agreement as to the language(s) of the conciliation, or, in the absence thereof, any proposal as to such language(s);
 - g. any agreement as to the location of any physical meetings, or, in the absence thereof, any proposal as to such location;
 - h. any joint nomination by all of the parties of a Conciliator or any agreement of all of the parties as to the attributes of a Conciliator to be

appointed by the Centre where no joint nomination has been made, or, in the absence of any such agreement, any proposal as to the attributes of a Mediator;

- i. a copy of any written agreement under which the request is made.

27.2. Together with the request, the party or parties filing the request shall pay the filing fee as prescribed by the centre or Registrar on the date the request is filed.

27.3. The party or parties filing the request shall simultaneously send a copy of the request to all other parties, unless the request has been filed jointly by all parties.

27.4. The Centre shall acknowledge receipt of the request and of the filing fee in writing to the parties.

27.5. Where there is an agreement to refer to the Rules, the date on which the request is received by the Centre shall, for all purposes, be deemed to be the date of the commencement of the proceedings. The Centre shall notify the parties of the commencement of Conciliation.

27.6. Where the parties have agreed that a time limit for settling the dispute pursuant to the Rules shall start running from the filing of a request, such filing, for the exclusive purpose of determining the starting point of the time limit, shall be deemed to have been made on the date the Centre acknowledges receipt of the request or of the filing fee, whichever is later.

28. COMMENCEMENT WHERE THERE IS NO PRIOR AGREEMENT TO REFER TO CONCILIATION

28.1. In the absence of an agreement of the parties to refer their dispute to the Conciliation, any party that wishes to propose referring the dispute to the Rules to another party may do so by sending a written request to the Centre. Upon receipt of such request, the Centre will

inform all other parties of the proposal and may assist the parties in considering the proposal.

- 28.2. Together with the request, the party or parties filing the Request shall pay the filing fee as prescribed by the Centre of Registrar when the request is filed.
- 28.3. Where the parties reach an agreement to refer their dispute to Conciliation, the proceedings shall commence on the date on which the Centre sends written confirmation to the parties that such an agreement has been reached.
- 28.4. Where the parties do not reach an agreement to refer their dispute to Conciliation within 15 days from the date of the receipt of the request by the Centre or within such additional time as may be reasonably determined by the Centre, the proceedings shall not commence.

29. APPOINTMENT OF CONCILIATOR

In conciliation proceedings, the parties shall endeavor to reach agreement on the name of a sole conciliator within 30 days failing which the Registrar shall appoint a conciliator from the panel.

30. SUBMISSION OF STATEMENTS TO CONCILIATOR

- 30.1. The Conciliator, upon his appointment shall request each party to submit to him a brief written statement describing the general nature of the dispute and the points at issue. Each party shall send a copy of the statement to the other party.
- 30.2. The Conciliator may request each party to submit to him a further written statement of its position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party shall send a copy of their statement to the other party.

30.3. At any stage of the conciliation proceedings the conciliator may request a party to submit to him such additional information as he deems appropriate.

30.4. The Conciliator may also call upon the parties to file copies of all such document/s and/or other evidence on which they wish to rely upon and/or which the Conciliator considers necessary to furnish.

31. REPRESENTATION AND ASSISTANCE

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons are to be communicated in writing to the other party, to the conciliator and the centre; such communication is to specify whether the appointment is made for purposes of representation or of assistance.

32. SETTLEMENT AGREEMENT

32.1. If the parties reach agreement on a settlement of the dispute, the conciliator shall draw up and or assist the parties in in drawing up a settlement agreements.

32.2. The parties by signing the settlement agreement shall put an end to the dispute and are bound by the agreement.

33. TERMINATION OF PROCEEDINGS

The conciliation proceedings are terminated:

- a. By the signing of the settlement agreement by the parties, on the date of the agreement; or
- b. By a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- c. By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

34. COSTS

34.1. Upon termination of the conciliation proceedings, the conciliator fixes the costs of the conciliation and gives written notice thereof to the parties. The term "costs" includes only:

- a. The fee of the conciliator which shall be reasonable in amount;
- b. The travel and other expenses of the conciliator;
- c. The travel and other expenses of witnesses requested by the conciliator with the consent of the parties;
- d. The cost of any expert advice requested by the conciliator with the consent of the parties;

The costs, as defined above, are borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party are borne by that party.

35. DEPOSITS

35.1. The conciliator, upon his appointment, may request each party to deposit an equal amount as an advance for the costs which he expects will be incurred.

35.2. During the course of the conciliation proceedings the conciliator may request supplementary deposits in an equal amount from each party.

35.3. If the required deposits under paragraphs (1) and (2) of this article are not paid in full by both parties within thirty days, the conciliator may suspend the proceedings or may make a written declaration of termination to the parties, effective on the date of that declaration.

35.4. Upon termination of the conciliation proceedings, the conciliator renders an accounting to the parties of the deposits received and returns any unexpended balance to the parties.

36. CONFIDENTIALITY OF PROCEEDINGS:

Unless otherwise agreed by the parties, a party and any conciliator and any person appointed by the Centre, including any administrative staff or any expert shall at all times treat all matters relating to the proceedings and the award as confidential. The discussion and deliberations during the conciliation proceedings shall be confidential.

37. FINALITY OF CONCILIATION:

Any settlement/agreement reached between the parties as a result of conciliation shall be final and binding on the parties.