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Part III—Section 2

Statutory Notifications and Orders issued by
Heads of Departments.

NOTIFICATIONS BY HEADS OF DEPARTMENTS, ETC.

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(Roc.No. 11/2018/MHCAC/Hct. Ms.)

No. SRO C-8/2019.

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THE MADRAS HIGH COURT ARBITRATION CENTRE (MHCAC)(INTERNAL MANAGEMENT) RULES, 2017

PRELIMINARY

1. Title –

- (1) These Rules may be called the Madras High Court Arbitration Centre (Internal Management) Rules, 2017.
- (2) The Rules shall come into force with effect from the date of its notification.

2. Definitions –

- (1) In these Rules, unless the context otherwise requires: -
 - (a) "Act" means the Arbitration and Conciliation Act, 1996, and any amendments thereto or re-enactment thereof;

- (b) "Arbitration Committee" means the Committee constituted under Rule 3 of these Rules;
- (c) "Arbitrator(s)" means person(s) appointed as an Arbitrator from the MHCAC Panel of Arbitrators or by the Courts or by consent of parties;
- (d) "Arbitral Award" includes an interim, partial and preliminary Award;
- (e) "Chairperson" means the person(s) referred to in Rule (3)(1)(a);
- (f) "MHCAC" means Madras High Court Arbitration Centre;
- (g) "MHCAC Panel of Arbitrators" means the Panel of Arbitrators prepared in accordance with Rule 8 of these Rules (for short, the Panel);
- (h) "Registrar" and "Additional Registrars" means the persons appointed to such positions in terms of Rule 6 of these Rules;
- (i) "Dispute" includes differences;
- (j) "Party" means a party(ies) to an Arbitration Agreement;
- (k) The "Chief Justice" means the Chief Justice of the High Court of Judicature at Madras, who shall have the powers vested under Rules 3, 6, 8, 12 and/or any other express or implied or exercisable powers vested under these Rules.

(2) The words and phrases not defined in these Rules shall bear the same meaning as used or defined in the Act.

PART – I

ARBITRATION COMMITTEE

3. The Arbitration Committee –

(1) There shall be an Arbitration Committee consisting of members as under:-

- (a) The Chairperson of the Arbitration Committee shall be the Chief Justice or his/her nominee;
- (b) Three Judges of the High Court to be nominated by the Chief Justice. The said three Judges shall continue in such position at the discretion of the Chief Justice;
- (c) The senior most amongst them shall preside over the meetings of the Committee, in the absence of the Chief Justice or his/her nominee who shall also exercise such powers and duties as may be assigned to them by the Chairperson;
- (d) Advocate General for the State of Tamil Nadu and in his/her absence an Additional Advocate General, nominated by him/her;
- (e) "Not less than four members to be nominated by the Chief Justice out of whom, two shall be designated Senior Advocates and both of the other remaining two shall either be experts in the fields of Arbitration or Advocate having expertise in the said field. Of this, one member can be an Advocate having expertise in the field of Arbitration and the other Non-Advocate shall also be an expert. They shall continue for a term not exceeding three years from the date of their nomination and may be renominated by the Chief Justice for a further term not exceeding three years;

(2) The Registrar shall be the *Ex-officio* Member of the Arbitration Committee, without any voting rights and shall convene the meetings of the Arbitration Committee as may be desired by the Chairperson.

(3) The members of the Arbitration Committee shall meet as and when required for the smooth and sufficient functioning of the MHCAC. No meeting of the Arbitration Committee shall be held or any business transacted there at, unless the Chairperson and one other Judge, or at least two other Judges among the Judges described in Rule 3(1)(b), together with one other person from among the members described in Rule 3(1)(c) or Rule 3(1)(d), are present.

4. Powers of the Arbitration Committee –

(1) To take decisions for smooth and effective functioning of the MHCAC.

(2) To formulate rules for internal functioning of the Arbitration Committee and lay down guidelines for the Secretariat.

(3) To recommend revision/amendment in the Madras High Court Arbitration Centre (Internal Management) Rules, the Madras High Court Arbitration Proceedings Rules and the Madras High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules and the Rules stated in Rule 4 (2) of these Rules, as deemed appropriate.

(4) To prepare and update the Panel of Arbitrators and to take such decisions as may be required from time to time.

(5) To fix/revise the Arbitrator's fee in terms of the MHCAC (Administrative Costs and Arbitrators' Fees Rules, 2017).

(6) To remove a person from the Panel of Arbitrators if:-

- (a) Any complaint of breach of duty or misconduct is received against him/her and the Arbitration Committee is of the opinion that it would be expedient and in the interest of the MHCAC not to continue such person on its Panel of Arbitrators; or
- (b) He is declared to be of unsound mind or becomes incapacitated; (or)
- (c) He has incurred any disqualification under the Act;
- (d) For any other reason deemed appropriate by the Committee.

(7) To recommend to the Chairperson to open Madras High Court Arbitration Centres in Madurai, Coimbatore or such other places in the State of Tamil Nadu to encourage the Subordinate Courts to refer matters to Arbitration in compliance with Section 89 of the Code of Civil Procedure to encourage advocates to utilize the MHCAC for settlement of disputes where the parties agree in terms of the Agreement/Contract to settle disputes through Arbitration to help the litigant public to approach the MHCAC in the particular district where it is situated/contract/agreement is executed or where the evidence is available to be adduced and the disputes are referred under Section 11 (6) of the Arbitration and Conciliation Act, 1996.

5. Functions of the Arbitration Committee –

- (1) To monitor and oversee the Administration of the MHCAC.
- (2) To include/exclude members on the Panel of Arbitrators.
- (3) To organize events or seminars in the field of Law of Arbitration and to promote the use of the MHCAC for resolution of disputes.
- (4) To promote the cause of Arbitration in the manner as may be expedient from time to time.
- (5) To publish journals and other publications relevant to the objects of the MHCAC.

PART – II

SECRETARIAT

6. The Secretariat –

- (1) There shall be a Secretariat to supervise and manage the MHCAC which shall consist of:-
 - (a) A member of the Tamil Nadu State Judicial Service in the cadre of District Judge except entry level to be nominated by the Chairperson as Registrar who will be in charge of the MHCAC and will act under the supervision of the Chairperson and the Arbitration Committee;
 - (b) Two members of Tamil Nadu Judicial Service to be appointed by the Chairperson as Additional Registrars to assist the Registrar;
 - (c) Notwithstanding anything contained in Clause (a) & (b), the Chairperson may appoint a person, who, in the opinion of the Chairperson, is well qualified and suitable to be appointed as a Registrar;
 - (d) Such staff as may be appointed/deputed by the Chairperson.
- (2) The duties and responsibilities of the Secretariat shall be as under:-
 - (a) To process the records pertaining to each request for Arbitration received by the MHCAC and recommend to the Registrar to initiate action in accordance with the rules of the MHCAC;
 - (b) To call upon the parties through the Registrar to file their Statement(s) of Claim, Statements of Defence, Counterclaims and replies within the timelines fixed by the Arbitral Tribunal;

- (c) To compile all documents received pursuant to filing of a request, divide them into separate volumes, forward a copy to each member of the Arbitral Tribunal and maintain a copy for the record of the MHCAC in accordance with the Madras High Court Arbitration Proceedings Rules or forward them to the Courts if so, called upon;
 - (d) To call upon the parties through the Registrar to deposit the assessed miscellaneous expenses of the MHCAC;
 - (e) To render assistance by way of legal research, if called upon or requested to by the Arbitral Tribunal.
- (3) To take all steps as may be necessary for timely completion of Arbitration Proceedings.
- (4) To maintain true and fair accounts of all amounts received and expended by the MHCAC.

7. Duties and Responsibilities of the Registrar –

- (1) The Registrar shall be responsible for the day to day functioning of the MHCAC.
- (2) Without prejudice to the generality of the provision (1) above, the Registrar shall undertake the following:-
- (a) Place all the records pertaining to each request for Arbitration of disputes before the Secretariat;
 - (b) Initiate action in accordance with the Rules of the MHCAC;
 - (c) Notify the parties to comply with requirements of filing of the “Request and Reply” and the submission and payment of Arbitrator’s fees and miscellaneous expenses, within the prescribed time frame;
 - (d) Maintain and update from time to time a profile of each Arbitrator in the Panel of Arbitrators of the MHCAC and make it available to the parties on request;
 - (e) Maintain a fact sheet of each Arbitration case dealt with by the MHCAC;
 - (f) Carry out directions given by the Arbitration Committee from time to time;
 - (g) To ensure that all details relating to the MHCAC and its working are periodically uploaded in the website of the High Court of Madras.
- (3) All correspondences and communications to the MHCAC shall be addressed to the Registrar and all correspondences and communications on behalf of the MHCAC shall be made by the Registrar.
- (4) Submit true and proper accounts to the Arbitration Committee for its approval once a month.
- (5) To obtain the approval of the Chairperson/Arbitration Committee for sanction of expenses in excess of Rs.10,000/- per month, which may be deemed necessary for the upkeep of the premises.

PART – III PANEL OF ARBITRATORS

8. Panel of Arbitrators –

- (1) The Arbitration Committee shall prepare and maintain a Panel of Arbitrators from and amongst persons who are eligible and willing to serve as Arbitrators.
- (2) The Secretariat shall maintain an up-to-date Panel of Arbitrators together with information as to the qualifications and experience.
- (3) A Curriculum Vitae shall be furnished if so, deemed appropriate by the persons interested to be placed on the MHCAC Panel of Arbitrators, in the form prescribed in the Madras High Court Arbitration Proceedings Rules. Provided that in so far as Retired Judges are concerned, they may be invited to be on the Panel of Arbitrators for which purpose their contact details and areas of interest may be requested. Information so submitted by the persons who are finally empanelled may be made available to the parties seeking to appoint an Arbitrator from the Panel of Arbitrators.
- (4) The Arbitration Committee may at any time add new name(s) to the Panel of Arbitrators or delete the name(s) of any person(s) from the Panel of Arbitrators.

PART – IV GENERAL PROVISIONS

9. Right to Information –

The Registrar shall be the Principal Information Officer under the provisions of the Right to Information Act. He shall discharge his functions in accordance with the provisions of the said Act.

10. Accounts –

The accounts of the Madras High Court Arbitration Centre shall be maintained as per the Income Tax Act, 1961, as amended from time to time and the Rules and Circulars issued there under and by the Central/State Government.

11. Amendment of Rules –

These Rules may be amended by the Arbitration Committee with the prior permission of the Hon'ble Chief Justice.

12. Residuary Provision –

In the absence of any specific provision made under these Rules, or on any question on the interpretation/application of the Rules, the Arbitration Committee shall take appropriate decision(s), as may be necessary from time to time and such decision(s) shall be final and binding.

13. Repeal and Savings –

With effect from the date set out in Rule 1(2) herein, the MHCAC (Internal Management) Rules, 2014, shall stand repealed. Notwithstanding such repeal, the said Rules shall continue to govern all Arbitrations, commenced under the said Rules in respect of which the Arbitral Tribunal has entered upon the reference.

THE MADRAS HIGH COURT ARBITRATION PROCEEDINGS RULES, 2017

(Roc. No.11/2018/MHCAC/Hct.Ms.)

PRELIMINARY

No.SRO C-9/2019

1. Title and scope –

(1) These rules may be called Madras High Court Arbitration Proceedings Rules, 2017 [for short, MHCAC (Arbitration) Rules].

(2) These rules shall apply where the parties have agreed in writing or have accorded their consent before a judicial authority or court, that any dispute, which has arisen or which may arise between them, in respect of a defined legal relationship, whether contractual or otherwise, shall be resolved by Arbitration under the MHCAC Rules or where the Arbitral Tribunal has decided on the applicability of the Rules under Section 19(3) of the Arbitration and Conciliation Act, 1996 or where the Hon'ble The Chief Justice and/Court has with the consent of the Parties and while appointing an Arbitrator(s) determined that the Arbitration shall be conducted in accordance with the Rules.

(3) These rules shall also apply where the parties sign a joint memorandum agreeing to their dispute(s) being resolved by Arbitration in accordance with the MHCAC (Arbitration) Rules, in any proceedings in any Court, including:

(a) under Section 89 of the Code of Civil Procedure, 1908; or

(b) under Sections 8, 9, 11, 45 or 54 of the Act, or any other related statute, as the case may be.

(4) These rules shall govern the Arbitration at the MHCAC, except that where any of these rules are in conflict with a provision of law applicable to the Arbitration from which the parties cannot derogate, that provision shall prevail.

2. Definitions –

(1) In these rules, unless the context otherwise requires:-

(a) "Act" means the Arbitration and Conciliation Act, 1996 and any amendments thereto or re-enactment thereof;

(b) "Secretariat" means the Council constituted under Rule 6 of the Madras High Court Arbitration Centre (Internal Management) Rules, 2017;

(c) "Arbitral Award" includes an interim, partial and preliminary award, an award passed by an Emergency Arbitrator and an award on agreed terms;

(d) "Arbitral Tribunal" means a Tribunal constituted under Part-II of these Rules;

(e) Arbitrator(s) means a person(s) appointed as an Arbitrator from the MHCAC Panel of Arbitrators including an Emergency Arbitrator or Arbitrator(s) appointed by the Courts or by consent of parties.

(f) "Arbitration Committee" means the Arbitration Committee of the Madras High Court Arbitration Centre (MHCAC);

- (g) "Chairperson" means the Chief Justice of the Madras High Court or his/her nominee, as provided for in Rule 2 (i) (e) of the Madras High Court Arbitration Centre (Internal Management) Rules;
- (h) "Claimant" means the Applicant who requests for Arbitration or files Statement of Claim under these Rules and includes all such Claimants in the event of there being more than one Claimant;
- (i) "Confirming Party" means a party to an Arbitration agreement and who has signed the List of disputes;
- (j) "MHCAC" means Madras High Court Arbitration Centre;
- (k) "MHCAC Panel of Arbitrators" means the Panel of Arbitrators (for short, the Panel) prepared by Arbitration Committee in accordance with Rule 8 of the Madras High Court Arbitration Centre (Internal Management) Rules, 2017;
- (l) "Dispute" includes differences;
- (m) "Joint Memorandum" means a memorandum jointly signed by the parties as contemplated in Rule 1(3) and in the form as prescribed in Schedule-II of these Rules;
- (n) "Party" means a party to an Arbitration Agreement;
- (o) "Registrar" means the persons appointed as Registrar and Additional Registrars as the case may be, in terms of Rule 6 of Madras High Court Arbitration Centre (Internal Management) Rules, 2017;
- (p) "Request" means a written communication to the MHCAC to commence Arbitration in accordance with these Rules;
- (q) "Rules" means the MHCAC (Arbitration) Rules, 2017.

(2) The words and phrases not defined here shall bear the same meaning as used or defined in the Act, or the Madras High Court Arbitration Centre (Internal Management) Rules, 2017 and the Madras High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules, 2017.

PART - I

ARBITRATION PROCEDURE

3. Request for Arbitration –

- (1) Any person desirous of commencing an Arbitration under these Rules shall submit his Request in writing for Arbitration (the "Request") to the Secretariat, addressed to the Registrar, with a simultaneous copy to the Respondent(s) together with such proof as the Secretariat may require, that such Request has been sent to the Respondent(s).
- (2) The Request shall, inter- alia, contain the following information:-
 - (a) name in full, description, contact details and address (including email address where available) of each of the parties;
 - (b) description of the nature and circumstances of the dispute giving rise to the claim(s);
 - (c) statement of the relief sought, including, to the extent possible, an indication of any amount(s) claimed and all supporting documents;
 - (d) relevant agreements and in particular, a copy of written Arbitration clause or written Arbitration Agreement;
 - (e) the issues to be adjudicated;
 - (f) all relevant particulars concerning the Arbitrators, their number, qualifications, if any, prescribed in the Arbitration Agreement on which parties have already agreed in writing;
 - (g) statements as to the applicable rules of law, if any, and the language of the Arbitration; and
 - (h) order of Court, if any, passed in proceedings referred to in Rule 1(3) of these Rules, along with the signed joint memorandum, if any.

(3) The date of receipt of the Request by the Respondent or any one of the Respondents shall be deemed to be the date of commencement of the Arbitration. The Registrar on receipt of the Request will communicate the said Request to all parties within three days thereof.

(4) The Claimant shall submit sufficient number of copies of the Request being one copy for the MHCAC, one copy for each Arbitrator(s) (if the number of Arbitrators is mentioned in the Arbitration Agreement) and one copy for each of the Respondent(s).

(5) The Claimant shall also make an advance payment of his/its share of Arbitrators' fees, as the Registrar may determine in accordance with the Madras High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules, 2017 directly to the Arbitrator. In the event, the Claimant fails to comply with any of the aforesaid requirements, the Registrar may fix a time limit within which the Claimant must comply, failing which, the file shall be closed without prejudice to the right of the Claimant to make a fresh Request. The Registrar shall send a copy of the Request and the documents annexed thereto, at the earliest to the Respondent(s) for his/its/their Reply to the Request.

4. Reply to Request –

- (1) Within thirty days from the date of receipt of the Request from the Secretariat, the Respondent(s) shall send his/its/their written response (the "Reply") to the Secretariat, addressed to the Registrar, with a copy being simultaneously served on the Claimant. Each such Reply shall *inter- alia*, contain the following information:-
 - (a) his name in full, description, contact details and address;
 - (b) confirmation or denial of all or part of the Claim(s) made by the Claimant in the Request;
 - (c) comments in response to the nature and circumstances of the dispute giving rise to the Claim(s) contained in the Request;
 - (d) response to the relief sought in the Request;
 - (e) statement describing the nature and circumstances giving rise to any Set Off or Counterclaim(s), if any, including all relevant or supporting documents;
 - (f) the issues to be adjudicated;
 - (g) comments, if any, concerning the number of Arbitrators and their choice in light of the Claimant's proposals; and
 - (h) statements, if any, as to the applicable rules of law and the language of the Arbitration.

(2) The Respondent(s) shall pay directly to the Arbitrator in advance of their share of Arbitrator's fee, on the Claim or Counterclaim amount and the Miscellaneous Expenses within thirty days of the Registrar determining the same in terms of Rule 29 of these Rules, determined in accordance with the Madras High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules, 2017.

PART II

FORMATION OF ARBITRAL TRIBUNAL

5. Appointment of Arbitrators –

- (1) The parties to a dispute are free to determine the number of Arbitrators, provided that such number shall not be an even number and in case there are only two parties to the dispute such number shall not exceed three. In case of more than two parties to a dispute, the number of Arbitrators may be more than three, but in no case it shall exceed five.
- (2) Failing the determination referred to in sub-rule (1), the Arbitral Tribunal shall consist of a Sole Arbitrator.

6. Where the number of Arbitrators is specified in the agreement –

- (1) Where the agreement provides for the appointment of a Sole Arbitrator, the parties shall, taking the guidance from the Registrar where required, appoint such Arbitrator from amongst the members on the MHCAC Panel of Arbitrators, within thirty days of intimation of filing of the Request. Where the parties fail to agree upon, the Sole Arbitrator from the MHCAC Panel of Arbitrators within the said period, the Registrar shall appoint a Sole Arbitrator.
- (2) Where the agreement provides for the appointment of three Arbitrators, the Claimant and the Respondent shall appoint their individual Arbitrators within thirty days of intimation of filing of the Request and the two appointed Arbitrators amongst themselves will agree to nominate the third person as Presiding Arbitrator within fifteen days from the date of their appointment. On their failure to arrive at a consensus on the name of the Presiding Arbitrator, the Registrar will be empowered to nominate the Presiding Arbitrator, which he shall do within a further period of fifteen days.

7. Appointment in case of multiparty arbitrations –

- (1) Where the Arbitration Agreement entitles each party to nominate an Arbitrator, and the parties to the dispute numbering more than two have not at all agreed in writing that the disputant parties represent collectively two separate "sides" for the formation of the Arbitral Tribunal (as Claimant on one side and Respondents on the other side, each side nominating a Single Arbitrator), the Registrar will appoint the Arbitral Tribunal without regard to any party's entitlement or nomination;
- (2) In such circumstances, the Arbitration Agreement shall be treated for all purposes as a written agreement by the parties for the nomination and appointment of the Arbitral Tribunal by the Registrar of MHCAC alone.

8. Confirmation of Arbitrators –

- (1) Soon after, the Arbitrator(s) has/have been appointed, the Registrar shall send an official communication to that effect to the parties and to the Arbitrator(s);
- (2) The Arbitrator(s) so appointed shall give a declaration in the format prescribed in Schedule-IV of these Rules.

9. Submission by the Parties –

- (1) The Claimant(s) shall, within a period of time to be determined by the Arbitral Tribunal, file with the Arbitral Tribunal and send a simultaneous copy to the Respondent(s) and the Registrar, 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.
- (2) A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the Arbitration Agreement shall be annexed to the Statement of Claim. The Statement of Claim should as far as possible, be accompanied by all documents and other evidence relied upon by the Claimant and contain references to them.
- (3) The Respondent(s) shall, within a period of time to be determined by the Arbitral Tribunal, send to the Claimant, a Statement(s) of Defence setting out his/its/their full Defence to the Statement of Claim, including the entire facts and contentions of law on which it relies. The Statement of Defence shall also state any Set Off or Counterclaim, which shall comply with the requirements of Rule 9(1).
- (4) If a Set Off or Counterclaim is made, the Claimant shall, within a period of time to be determined by the Arbitral Tribunal, file with the Arbitral Tribunal, and send a simultaneous copy to the Respondent(s) and the Registrar, a Statement of Defence to the Set Off or Counterclaim as the case may be, stating in full detail which of the facts and contentions of law in the Statement of Set Off or Counterclaim he/it admits or denies, on what grounds, he/it denies the said claims or contentions, and on what other facts and contentions of law he/it relies on.
- (5) The Arbitral Tribunal, may, upon request by either of the parties grant permission to file a Rejoinder to the Statement of Defence to the Claim and the Statement of Defence to the Set Off or Counterclaim and shall set a timeline for filing the same.
- (6) The Arbitral Tribunal shall decide whether further submissions shall be required from the parties. The Arbitral Tribunal shall in such circumstances fix the periods of time for making such submissions.
- (7) All submissions referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by the parties.
- (8) If the Claimant fails within the time specified to submit its Statement of Claim, the Arbitral Tribunal may issue an order for the termination of the Arbitral Proceedings or give such other directions as may be appropriate.
- (9) If the Respondent(s) fail to submit a Statement of Defence, the Arbitral Tribunal may exercise its discretion to treat the right of such Respondent to file such Statement of Defence as being forfeited.
- (10) If, at any point, any party fails to avail itself of the opportunity to present its case in the manner directed by the Arbitral Tribunal, the Arbitral Tribunal may proceed with the Arbitration without, however, treating the failure as an admission of the case of the other.

10. Representation and Assistance –

- (1) Each party shall advise, in writing, the other party and the Registrar of-
 - (a) the names and addresses of persons who will represent or assist such party; and
 - (b) the capacity in which those persons will act.

(2) Once the Arbitral Tribunal has been established, the parties or their representatives may communicate in writing directly to the Arbitral Tribunal; provided copies of all such communications are served on the other party (ies) to the dispute and to the Registrar.

11. Written Notices or Communications –

- (1) All notices or communications from the Registrar and the Arbitral Tribunal shall be in writing and deemed to have been duly delivered when sent to the last known address of the party or his/its duly notified representative. Such notice or communication may be made by delivery against receipt, registered post, courier, facsimile transmission, e-mail or any other means of telecommunication including communication through electronic means that provides a record of the sending thereof.
- (2) The parties shall file with the Registrar, copies of any notice, communication or proposal concerning the Arbitration Proceedings. Any such notice or communication may be sent by such party to all the other parties to the proceedings or his/its duly notified representative as well as to the Arbitral Tribunal and the Registrar by registered post, courier, facsimile transmission, electronic mail, or any other means of telecommunication including communication through electronic means that provides a record of the sending thereof.

12. List of Disputes, Statement of Admission and Denial of Documents and Arbitration Schedule –

- (1) The Arbitral Tribunal shall within fifteen days of completion of pleadings, frame a list of disputes to be adjudicated upon which shall be signed by all the parties to the dispute. The parties shall submit Affidavits admitting/denying documents filed by the other party within seven days of the date of hearing at which the list of disputes are settled or communicated to the parties by the Arbitral Tribunal. Further, within the same time frame, the parties shall notify the Arbitral Tribunal, the other party (ies) and the Registrar as to whether they intend to lead oral evidence in the matter.
- (2) If any party refuses to take part in the drawing up of the list of disputes and to sign the same, the Arbitral Proceedings shall continue in respect of the claims or Counterclaims of parties who have signed the list of disputes and any claims or Counterclaims made by the party who so refuses to participate or sign shall not be considered. Nevertheless, such party shall be bound by the orders and the Award of the Arbitral Tribunal.
- (3) Soon after, the list of disputes have been drawn up by the Arbitral Tribunal, the Secretariat shall prepare, in consultation with the Arbitral Tribunal and the parties, a timetable for the conduct of the Arbitration and shall communicate it to each of them. The timetable shall specify:-
 - (a) the period within which the parties would file statement of witnesses by way of affidavit to be treated as their statements made in examination-in-chief;
 - (b) the dates when the Arbitral Tribunal shall record oral evidence to be adduced by the parties by way of cross-examination of the witnesses who tendered their affidavit evidence (treated as their statement in examination-in-chief) and such other oral depositions as the Arbitral Tribunal may permit;
 - (c) the dates for hearing any interim Applications or other miscellaneous matters;
 - (d) the dates when the parties would address their arguments before the Arbitral Tribunal.
- (4) The timetable so fixed shall remain firm and binding on all concerned subject to the provisions of Rule 28.
- (5) The Arbitral Tribunal shall communicate the timetable to the Registrar together with the time period within which the proceedings are expected to culminate.
- (6) The Arbitral Tribunal shall not be bound by the provisions of the Code of Civil Procedure, 1908 (5 of 1908) or the Indian Evidence Act, 1872 (1 of 1872).
- (7) The Arbitral Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except in case of documents the existence of which is disputed.

13. Consolidation of proceedings by consent –

- (1) The Registrar shall, with the consent of all the parties to the Arbitration, have the power to order consolidation of an Arbitration with one or more other Arbitration(s) which is subject to the MHCAC Rules and commenced under the same Arbitration Agreement or any compatible Arbitration Agreement(s) between the same disputing parties, provided that no Arbitral Tribunal has yet been formed by the Centre for such other Arbitration(s) or, if already formed, that such Arbitral Tribunal(s) is(are) composed of the same Arbitrators.

14. Joinder of Additional Parties –

- (1) The Arbitral Tribunal may implead a party to the Arbitral Proceedings either at the instance of the parties or on its exercise of discretion in accordance with law in order to render a complete adjudication.
- (2) The proportionate Administrative Costs and Arbitral Tribunal's fee prescribed in the respective schedule shall be payable by the newly added party if so decided by the Arbitral Tribunal.
- (3) The Arbitral Tribunal will also determine the proportionate share of Administrative Costs and fee to be borne by the newly added parties if so decided by the Arbitral Tribunal.

15. Additional Claims or Counterclaims –

- (1) After the list of disputes have been signed or approved by the Arbitral Tribunal, no party shall make any Additional Claims or Counterclaims which fall outside the limits of the list of disputes unless it has obtained authority to do so from the Arbitral Tribunal, which shall consider the nature of such new Claims or Counterclaims, the stage of the Arbitration and other relevant circumstances and thereafter issue necessary orders with or without cost.
- (2) During the course of Arbitral Proceedings, a party may amend or supplement its claim or defence, including a Counterclaim or a claim for the purpose of a Set Off, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or the prejudice caused to other parties or any other circumstances. Notwithstanding the foregoing, a claim or defence, including a Counterclaim or a claim for the purpose of Set off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defence falls outside the jurisdiction of the Arbitral Tribunal.

16. Hearing Procedure and Site Inspection–

- (1) Unless agreed between the parties in writing, the Arbitral Tribunal shall hold oral hearings.
- (2) All hearings shall take place in the Centre at MHCAC, Chennai, unless the Arbitral Tribunal decides, with the consent of the parties, to hold a hearing as part of a site inspection or at another venue.
- (3) If the Arbitral Tribunal fixes the date, time and place of hearing or site inspection other than in the Centre at MHCAC, Chennai, it shall give the parties reasonable notice of such hearings and communicate its decision to the Registrar.
- (4) All meetings and hearings shall be in private unless the parties agree otherwise or the Arbitral Tribunal directs otherwise.
- (5) The MHCAC shall provide a translator, if necessary, subject to costs being borne by the parties.
- (6) All proceedings shall mandatorily be video graphed. However, in the event a representation is made by the parties by reason of the proceedings pertaining to sensitive confidential issues, the Arbitral Tribunal will have the liberty to waive this requirement, subject to reasons for such waiver being recorded in writing.
- (7) The MHCAC shall strive to provide the parties with an option of instant transcribing of proceedings at an extra cost per session to be specified by the Registrar.
- (8) After the conclusion of evidence and hearing of parties, the Arbitral Tribunal shall fix a date in the presence of the parties, for pronouncement of the award.
- (9) The award shall be made within a period of twelve months from the date of the Arbitral Tribunal enters upon reference which may by consent of parties be extended for a further period not exceeding six months.

17. Decision making by Arbitral Tribunal –

- (1) In Arbitral Proceedings with more than one Arbitrator, any decision of the Arbitral Tribunal shall be made by a majority of its members.
- (2) Notwithstanding sub-rule (1), if authorized by the parties or all the members of the Arbitral Tribunal, questions of procedure may be decided by the Presiding Arbitrator.

PART III
EXPEDITED PROCEDURE

18. Expedited Procedure –

- (1) Notwithstanding anything contained hereinbefore, the parties may mutually agree in writing, at any stage either before or at the time of the appointment of the Arbitral Tribunal, to adopt the expedited procedure for resolution of their disputes or differences.
- (2) In adopting the expedited procedure the parties shall sign an undertaking (Schedule - III) in writing to the effect that they shall dispense with the necessity of oral evidence.
- (3) The Claimant shall submit documents in support of his/its claim along with the request, in terms of Rule 3 of these Rules, to the Secretariat addressed to the Registrar and supply a simultaneous copy to the other party.
- (4) The other party shall, within fifteen days of the receipt of the documents referred to in sub-rule (3), submit his/it/their Reply, in terms of Rule 4 of these Rules, to the Secretariat addressed to the Registrar, together with documents in support of the Reply.
- (5) The parties may agree on a Sole Arbitrator from the MHCAC Panel of Arbitrators within a period of fifteen days after the expiry of the date specified in sub-rule (4) and communicate the same to the Registrar. If parties fail to reach an agreement, the Registrar shall make such appointment within one week after the expiry of said period of fifteen days.
- (6) The parties shall notify the Registrar their estimate of time required to be spent by the Arbitrator to hear oral address by the parties. Based on such estimate, the Secretariat shall determine the timetable, in consultation with the Arbitrator and notify the parties.
- (7) Any relevant document that could not be filed at the stage as provided under sub-rules (3) and (4), for the reason that either the party was not aware of its existence or was unable to locate the same despite reasonable efforts, may be filed at a later stage, if permitted by a written order of the Arbitrator subject to payment of costs, as may be determined. The Arbitrator before taking the documents on record must satisfy himself that the document is relevant, material and necessary for the resolution of the dispute(s) before him. Provided, that no such document may be filed after the list of disputes have been drawn up by the Arbitrator.
- (8) Soon after, appointment of the Arbitrator, the Secretariat, in consultation with the Arbitrator, shall notify the parties, the date of hearing which should not be later than fifteen days.
- (9) On the date of hearing, the Arbitrator shall settle list of disputes in consultation with parties and same shall be signed by parties as well as by the Arbitrator. The parties shall thereafter proceed to address oral argument based on the records of the case.
- (10) The Arbitrator is expected to make his Award within thirty days after conclusion of oral address by the parties subject to an overall time limit of six months from the date of Arbitrator enters upon the reference.
- (11) The Arbitrator's fee shall be as prescribed in Schedule - 'B', 'C' & 'D' of the Madras High Court Arbitration Centre (Administrative Costs and Arbitrators' Fees) Rules, 2017.

PART IV
EMERGENCY ARBITRATION

19. Emergency Arbitrator -

- (1) A party in need of emergency interim relief prior to the constitution of an Arbitral Tribunal in terms of these Rules, may apply for such relief pursuant to the procedures set forth herein below:-
 - (a) A party in need of emergency relief may, concurrent with or following the filing of a Request, but prior to the constitution of the Arbitral Tribunal, make an application for emergency interim relief. Such party shall notify the Registrar and all other parties in writing of the nature of the relief(s) sought and the reasons why such relief(s) is/are required on an emergency basis. The application shall also set forth the reasons why the party is entitled to such relief(s). Such notice must include a statement certifying that all other parties have been notified in respect of the emergency interim relief sought for or an explanation provided of the steps taken in good faith to notify other parties. The application shall also be accompanied by payment of such fees as may be fixed by the Registrar for the proceedings;
 - (b) The Registrar shall, if he determines that MHCAC should accept the application, appoint an Emergency Arbitrator within one business day of receipt by the Registrar of such application and payment of the requisite fee;

- (c) Prior to accepting the appointment, the prospective Emergency Arbitrator shall disclose to the Registrar any circumstance that may give rise to justifiable doubts as to his impartiality or independence;
- (d) 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, disclosing the basis for such challenge;
- (e) An Emergency Arbitrator may not act as an Arbitrator in any future Arbitration relating to the dispute in respect of which the emergency relief is sought, unless agreed in writing by the parties;
- (f) The Emergency Arbitrator shall, as soon as possible but in any event within two business days of his appointment, establish a schedule for consideration of the Application for emergency relief. Such schedule shall provide a reasonable opportunity to all parties to be heard, and may provide for proceedings by tele/video conferencing or on the basis of written submissions, as alternatives to a formal hearing. The Emergency Arbitrator shall have the powers vested in the Arbitral Tribunal pursuant to these Rules in respect of the emergency relief sought for, including the authority to rule on his own jurisdiction, and shall resolve any disputes over the application;
- (g) The Emergency Arbitrator shall have the power to order or award any interim relief that he deems necessary. The Emergency Arbitrator shall give reasons for his decision in writing. The Emergency Arbitrator may modify or vacate the interim award or order for good cause shown;
- (h) The Emergency Arbitrator shall have no power to act after the Arbitral Tribunal is constituted. The Arbitral Tribunal may reconsider, modify or vacate the interim award or order of emergency relief issued by the Emergency Arbitrator. The Arbitral Tribunal shall not be bound by the reasons given by the Emergency Arbitrator. Any order or award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Arbitral Tribunal is not constituted within ninety days of such order or award or when the Arbitral Tribunal either modifies the same; or makes a final Award; or if the claim is withdrawn;
- (i) Any interim award or order of emergency relief may be made conditional upon provision of appropriate security by the party seeking such relief;
- (j) An order or award pursuant to an application under this rule shall be binding on the parties when rendered. By agreeing to Arbitration under these Rules, the parties undertake to comply with such an order or award without delay;
- (k) The costs associated with any application under this rule shall initially be apportioned by the Emergency Arbitrator, subject to the power of the Arbitral Tribunal to determine finally the apportionment of such costs;
- (l) These Rules shall apply as appropriate to any proceeding, taking into account the inherent urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his decision as to such matters is final and not subject to appeal.

PART V

ASSISTANCE TO ARBITRAL TRIBUNAL

20. Assistance to Arbitral Tribunal –

- (1) The Arbitral Tribunal may at its discretion and at any time or times before making the final award, at the expense of the parties concerned, seek the opinion of any person having special knowledge relating to the subject matter of the proceedings, particular industry, commodity, produce or branch of trade concerned in the reference. If the parties agree, the Arbitral Tribunal may, at the expense of the parties, appoint any expert, including accountant, or lawyers, to assist them to arrive at a decision on any issue factual or legal, taking into account the advice of such expert. The costs to be paid for assistance shall be decided by the Arbitral Tribunal on a reasonable basis.
- (2) If a party so requests, or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of his written or oral report, participate in an oral hearing where the parties have the opportunity to present expert witnesses in order to testify to the points in issue.
- (3) The expert shall on the request of a party, make available to that party for examination, all underlying material documents on which he relied to prepare his report.

21. Assistance of Court in taking evidence –

- (1) The Arbitral Tribunal, or a party with the approval of the Arbitral Tribunal, may apply to the Court for assistance in taking evidence. The Application shall specify:-

- (a) the names and addresses of the parties and the Arbitrators;
 - (b) general nature of claim and relief sought;
 - (c) the evidence to be obtained in particular;
 - (d) the name and address of any person to be heard as expert witness and a statement of the subject matter of the testimony required;
 - (e) The description of any document to be produced or property to be inspected.
- (2) For the purposes of this rule, the Arbitral Tribunal may if it deems fit, engage legal assistance and the expenses for the same will be paid by the party/parties in a manner indicated by the Arbitral Tribunal.

PART VI

MED-ARB & ARB- MED

22. Reference to Med-Arb -

- (1) Parties to an Arbitration Agreement may, at any time before the commencement of the Arbitration Proceedings or while the Arbitration Proceedings are in progress, opt for Mediation, and request the Arbitral Tribunal to put the Arbitration Proceedings on hold to enable the parties to resolve their disputes amicably.
- (2) The parties should convey their request to the Arbitral Tribunal, or if the Arbitral Tribunal is not in session, to the Registrar.
- (3) The Arbitral Tribunal shall, if thought fit, accept the request of the parties and keep in abeyance the Arbitration Proceedings, relegating the parties to Med-Arb.
- (4) The Mediators on the panel of the Madras High Court Mediation Centre shall be deemed to be the Mediators for the purpose of the reference to Med-Arb. The parties shall have liberty to appoint the Mediator of their choice and proceed with the Mediation Proceedings expeditiously.
- (5) The Mediation Proceedings shall be conducted in accordance with the Mediation Rules of the Madras High Court Mediation Centre, which shall be deemed to have been incorporated herein and as an integral part of these Rules. The proceedings before the Mediators shall remain confidential and shall not be brought on record in the Arbitration Proceedings, should the Mediation fail.
- (6) In the event of the Mediation concluding successfully, the Arbitral Tribunal shall at the request of the parties, make an award on the basis of the resultant Settlement Terms.
- (7) In the event of the Mediation failing, the Arbitral Tribunal shall be entitled to resume the proceedings from the stage at which it was kept in abeyance in terms of sub rule (3) above.

Notwithstanding Rules (1) to (7) above, the parties shall be at liberty to select Mediator(s) of their choice. The fees shall be fixed by the Mediator(s).

23. Reference to Arb-Med.

- (1) The Arb-Med procedure shall apply to all disputes submitted to Arbitration under these Rules.
- (2) At the award making stage and prior to the award being signed by the Arbitral Tribunal, Arbitral Tribunal shall seal the award and place the same in the custody of the Registrar and the parties shall be referred to Mediation with the Arbitral Tribunal playing the role of Mediators unless parties agree upon other persons to act as Mediators.
- (3) In the event of the Mediation concluding successfully, the Arbitral Tribunal shall at the request of the parties, prepare and sign a fresh award on the basis of the Settlement Terms agreed upon in the Mediation. In such circumstances, the Arbitral Tribunal shall request the Registrar to destroy the award left with him in terms of Sub-Rule (2) above.
- (4) In the event the Mediation fails, within a period of thirty days, (subject to extension by consent of both parties) the Arbitral Tribunal shall sign the award and have the same delivered to the Parties.
- (5) However, the Arbitral Tribunal in such circumstances will not have any discretion to modify the award which is sealed and handed over to the Registrar.

PART VII
GENERAL PROVISIONS

24. Interim measures ordered by Arbitral Tribunal –

The Arbitral Tribunal shall have the power to consider and grant such interim measures and pass such interim orders as they may be empowered under Section 17 of the Act.

25. Default of parties –

- (1) If any party to an Arbitration Agreement fails to participate in the Arbitration Proceedings at any stage before the signing of the list of disputes, then such party shall be proceeded against ex-parte and a notice to this effect shall be sent to the defaulting party along with a copy to the other party(ies) without however treating such default as an admission of the case of the other party.
- (2) If any confirming party refuses or fails to take part in the Arbitration Proceedings, the Arbitral Tribunal shall proceed ex-parte against such party, after a written notice is served on the defaulting party without however treating such default as an admission of the case of the other party.
- (3) If a confirming party is proceeded against ex-parte, the Registrar shall send an intimation in writing to this effect to the defaulting party as well as the other confirming party(ies). However, this shall not preclude such party from participating in any subsequent stage of the Arbitration Proceedings.

26. Default of Arbitrators –

- (1) When after the constitution of the Arbitral Tribunal, an Arbitrator fails to participate in three consecutive hearings, his mandate to act as an Arbitrator shall stand terminated and a substitute Arbitrator shall be appointed.
- (2) In the event, the Arbitrator whose mandate is terminated is a party's nominee, then that party shall nominate the substitute Arbitrator within a period of thirty days of such termination.
- (3) In the event, the Arbitrator whose mandate is terminated is the Presiding Arbitrator of a three member Tribunal, the two other Arbitrators shall, by consent, nominate the substitute Arbitrator within the said period of thirty days.
- (4) In the event, the Arbitrator is a Sole Arbitrator, the parties shall, by consent, nominate the substitute Arbitrator within the said period of thirty days.
- (5) In the event of a failure to appoint a substitute Arbitrator within a period of thirty days in accordance with (2) to (4) above, the substitute Arbitrator shall be appointed by the Arbitration Committee from the MHCAC Panel of Arbitrators.
- (6) This provision shall not apply to Arbitrators appointed by a Court under Section 11 of the Act.

27. Place of Arbitration –

Ordinarily, the place of Arbitration shall be at Chennai and the venue shall be MHCAC, unless otherwise agreed upon by the parties.

28. Application for Adjournment –

- (1) Any party seeking adjournment or change in the time-table fixed for the Arbitration Proceedings shall file a written request, supported by sufficient and cogent reasons and necessary documents, if any, at least thirty days prior to the date for which such adjournment is sought alongwith costs by way of Demand Draft in the name of Madras High Court Arbitration Centre for a sum of Rs. 25,000/-. The Arbitral Tribunal may accede to such request after recording its reasons in writing.
- (2) If a request for adjournment could not be made at least thirty days prior to the date for which it is sought, then the same may be entertained only if it is made in writing and supported by sufficient and cogent reasons and necessary documents, subject to payment of costs as given below:

Time	Cost
30 to 26 days (both inclusive) prior to fixed date.	Rs. 25,000/- plus 10% i.e. Rs. 27,500/-
25 to 21 days (both inclusive) prior to fixed date.	Rs. 25,000/- plus 20% i.e. Rs. 30,000/-
20 to 16 days (both inclusive) prior to fixed date.	Rs. 25,000/- plus 30% i.e. Rs. 32,500/-
15 to 11 days (both inclusive) prior to fixed date.	Rs. 25,000/- plus 40% i.e. Rs. 35,000/-

Provided, that no request for adjournment shall be entertained ten days before the scheduled date, unless supported by special or exceptional reasons or incase of emergency. The percentage of additional costs may be decided by the Arbitral Tribunal in such cases, including the power to exempt the imposition of additional costs, original costs to remain unaffected. In all such cases, the Arbitral Tribunal shall record their special reasons in writing.

- (3) The Arbitral Tribunal may, for reasons to be recorded in writing, exempt a party from depositing costs for seeking adjournment or may reduce the amount of costs.
- (4) For removal of doubts, it is clarified that the Arbitral Tribunal may, in addition to the above costs payable to the Centre, determine costs, if any, payable by the party seeking adjournment to the opposite party(ies).

29. Deposits –

- (1) The Registrar shall require the parties, before referring the case to the Arbitral Tribunal, to deposit in advance, 50% of the Administrative Cost as stipulated in MHCAC (Administrative Cost and Arbitrator's Fee) Rules, 2017. The balance of the total amount should be paid in two equated instalments, first on settling the list of disputes and the final instalment on the last date of hearing.
- (2) The deposits shall be called for in equal shares from the Claimant(s) and the Respondent(s). The Registrar may during the course of the Arbitration Proceedings, require further sums to be deposited by the parties or anyone of them to meet the costs of the Arbitration.
- (3) When one of the parties neglects or refuses to make the deposit, the Registrar may require such deposit, whether in relation to a Claim or a Counterclaim, to be made by the other party to the dispute (Claimant(s) or Respondent(s)) as the case may be, should the whole or part of the deposit not made by the parties or any one of them, the Registrar shall inform the Arbitral Tribunal and the Arbitral Tribunal shall direct the parties or the party concerned to deposit the same within a specified date failing which the Claim or Counterclaim, as the case may be, will not be taken up for consideration by the Arbitral Tribunal.
- (4) The Arbitral Tribunal shall proceed only in respect of those Claims or Counterclaims for which the deposits have been duly paid to the Centre and otherwise may order the suspension or termination of the Arbitral Proceedings in respect thereof.
- (5) All deposits towards miscellaneous expenses shall be made with the MHCAC and no payment shall be released to the Arbitral Tribunal directly by the parties. The deposit made by the parties shall be taken into account by the Arbitral Tribunal in apportioning the costs while making the Arbitral Award. Any deposit made in excess shall be refunded to such party(ies) as the Arbitral Tribunal may direct.
- (6) The MHCAC shall have a lien on the Arbitral Award for any unpaid costs of the Arbitration including without limitation adjournment costs, administrative costs, miscellaneous expenses and the fees of the Arbitral Tribunal and the Award will not be notified to the parties unless all such costs have been fully paid to the MHCAC by the parties or by any of them.

30. Additional Fees and Expenses –

The Arbitral Tribunal shall be entitled to allow fees and expenses of witnesses, expenses connected with the selection and carriage of sample and examination of goods, if required, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the Arbitration incurred by the Arbitral Tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the Arbitral Tribunal shall, in its absolute discretion, think fit.

31. Form and contents of Arbitral Award –

- (1) An Arbitral Award shall be made in writing and shall be signed by the members of the Arbitral Tribunal.
- (2) For the purposes of sub-rule (1), in Arbitral Proceeding with more than one Arbitrator, the signatures of the majority of all the members of the Arbitral Tribunal shall be sufficient so long as the reason for any omitted signature is stated.
- (3) The Arbitral Award shall state the reasons upon which it is based, unless-
 - (a) the parties have agreed that no reasons are to be given; or
 - (b) the award is an Arbitral Award on agreed terms.
- (4) The Arbitral Award shall state its date and the place of Arbitration and the Award shall be deemed to have been made at that place.
- (5) After the Arbitral Award is made, a signed copy shall be delivered to each party.

- (6) The Arbitral Tribunal may, at any time during the Arbitral Proceedings, make an interim Arbitral Award on any matter with respect to which it may make a final Arbitral Award.
- (7) In case of monetary claims the award shall specify the amount awarded.
- (8) In relation to any Arbitration Proceeding, the Arbitral Tribunal has the discretion to determine:-
- (a) whether the costs are payable by one party to another;
 - (b) the amount of those costs; and
 - (c) when they are to be paid.

Explanation.- For the purpose of clause (a), "costs" means reasonable costs relating to-

- (i) the fees and expenses of the Arbitrators/Courts and Witnesses;
 - (ii) legal fees and expenses;
 - (iii) any Administration Fees of the institution supervising the Arbitration; and
 - (iv) any other expenses incurred in connection with the Arbitral/Court Proceedings and the Arbitral Award.
- (9) If the Arbitral Tribunal decides to make an order in payment of costs-
- (a) the general rule is that the unsuccessful party will be ordered to pay the costs of the successful party; but
 - (b) the Arbitral Tribunal may make a different order for reasons to be recorded in writing.
- (10) In deciding, what order if any, to make about costs, the Arbitral Tribunal will have regard to all the circumstances, including-
- (a) the conduct of all the parties;
 - (b) whether a party has succeeded on part of its case, even if that party has not been wholly successful;
 - (c) whether the party has made a frivolous or vexatious claim resulting in harassment to the other party and wastage of time of the Arbitral Tribunal;
 - (d) whether the party has made a frivolous Counterclaim leading to delay in the disposal of the Arbitral Proceedings; and
 - (e) whether any reasonable offer to settle was made by a party and unreasonably refused by the other party.
- (11) The orders which the Arbitral Tribunal may make under this provision include an order that a party must pay -
- (a) a proportion of another party's costs;
 - (b) a stated amount in respect of another party's costs;
 - (c) costs from or until a certain date only;
 - (d) costs incurred before proceedings have begun;
 - (e) costs relating to particular steps taken in the proceedings;
 - (f) costs relating only to a distinct part of the proceedings; and
 - (g) interest on costs from or until a certain date.

(12) An agreement which has the effect that a party is to pay the whole or part of the costs of the Arbitration in any event is only valid if made after the dispute in question has arisen.

Explanation – For the purpose of clause (8), "costs" means reasonable costs relating to-

- (i) the fees and costs of the Arbitrators and witnesses;
- (ii) legal fees and expenses;
- (iii) the Miscellaneous Expenses; and
- (iv) any other expenses incurred in connection with the Arbitral Proceeding and the Arbitral Award.

(13) On termination of the proceedings, the Arbitral Tribunal may pass a direction and hand over the original records along with the record of proceedings, to either of the parties, as he/it may deem fit and proper, subject to submission of digitized version of the entire record and proceedings by the concerned party, with one copy each, for the Arbitral Tribunal, the Centre and for the other party(ies). Such copies shall be signed digitally.

32. Interest on sums awarded –

Unless otherwise agreed to by the parties, where and in so far as an Arbitral Award is for the payment of money, the Arbitral Tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the Arbitral Award is made. The Arbitral Award shall also provide the rate of interest to be paid from the date of the award to the date of payment.

33. Confidentiality -

- (1) The parties and the Arbitral Tribunal shall at all times treat all matters relating to the proceedings and the award as confidential.
- (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 the award;
 - (b) pursuant to the order of or a subpoena or summons issued by a court of competent jurisdiction; for the purpose of pursuing or enforcing a legal right or claim;
 - (c) in compliance with the provisions of the laws of any State which are binding on the party making the disclosure;
 - (d) in compliance with the request or requirement of any regulatory body or other authority; or
 - (e) pursuant to an order by the Arbitral Tribunal on application by a party after giving proper notice to the other parties.
- (3) In this Rule, "matters relating to the proceedings" means 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.
- (4) The Arbitral 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.

34. Termination of Proceedings –

- (1) The Arbitral Proceeding shall be terminated by the final Arbitral Award or by order of the Arbitral Tribunal under sub rule (2).
- (2) The Arbitral Tribunal shall issue an order for the termination of the Arbitral Proceedings where-
 - (a) the Claimant withdraws his claim in cases where there is no Counterclaim, unless the Respondent(s) objects to the order and the Arbitral Tribunal recognizes a legitimate interest on his/its/their part in obtaining a final settlement of the dispute;
 - (b) the parties agree on the termination of the proceedings; or
 - (c) the Arbitral Tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
- (3) Prior to termination, the parties shall file digitized copies (either in CD or pen drive) of the documents and pleadings filed by them before the Arbitral Tribunal. The digitized copies filed by one party shall be verified by the other party and placed in the safe custody of the Registrar.

35. Correction and Interpretation of Award; Additional Award –

- (1) Within thirty days from the receipt of the Arbitral Award, unless another period of time has been agreed upon by the parties-
 - (a) a party, with notice to the other party, may request the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of a similar nature occurring in the award;

- (b) if so agreed by the parties, a party, with notice to the other party, may request the Arbitral Tribunal to give an interpretation of a specific point or part of the award.
- (2) If the Arbitral Tribunal considers the request made under sub-rule (1) to be justified, it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the Arbitral Award.
- (3) The Arbitral Tribunal may correct any error of the type referred to in sub-rule (1) clause (a) on its own initiative, within thirty days from the date of the Arbitral Award.
- (4) Unless otherwise agreed to by the parties, a party with notice to the other party, may request, within thirty days from the receipt of the Arbitral Award, the Arbitral Tribunal to make an Additional Arbitral Award as to claims presented in the Arbitral Proceedings but omitted from the Arbitral Award.
- (5) If the Arbitral Tribunal considers the request made under sub-rule (4) to be justified, it shall make the Additional Arbitral Award within sixty days from the receipt of such request.
- (6) The Arbitral Tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an Additional Arbitral Award under sub-rules (2) or (5).
- (7) These Rules shall apply to a correction or interpretation of the Arbitral Award or to an Additional Arbitral Award made under Rules 22 and 23.

36. Waiver –

A party which proceeds with the Arbitration without raising its objection to a failure to comply with any of provision of *the Act*, these rules, or of any other rules applicable to the proceedings, any direction given by the Arbitral Tribunal, or any requirements under the Arbitration Agreement relating to the constitution of the Arbitral Tribunal, or to the conduct of the proceedings, shall be deemed to have waived its right to object.

37. Amendment of Rules –

These Rules may be amended by the Arbitration Committee with the prior permission of the Hon'ble Chief Justice.

38. Residuary Provision –

In the absence of any specific provision made under these rules or on any question on the interpretation/application of these rules, the Arbitration Committee shall take appropriate decision(s), as may be necessary from time to time and such decision shall be final and binding.

39. Repeal and Saving-

- (1) With effect from the date set out in Rule 1.2 herein, the MHCAC Rules, 2014 shall stand repealed.
- (2) Notwithstanding such repeal the provisions of the said 2014 Rules shall apply in relation to arbitral proceedings which commenced before these Rules came into force unless otherwise agreed by the parties.

SCHEDULE- I

1. HOW TO REFER DISPUTES TO MADRAS HIGH COURT ARBITRATION CENTRE?

Disputes may be referred to the Madras High Court Arbitration Centre through a procedure administered by the MHCAC in two ways:

- I. By insertion of a clause in a contract providing for the reference of all disputes in relation to or arising out of that contract between the parties, or
- II. By a separate agreement providing for the reference of an existing dispute to MHCAC for Arbitration in accordance with its rules.

Model Arbitration Clause and a Model Arbitration Agreement are given below:

A. MODEL ARBITRATION CLAUSE

For Arbitration of Contractual Disputes:

Parties to an agreement who agree to resolve their disputes and differences in accordance with the Madras High Court Arbitration Proceedings Rules, and to have the MHCAC as Appointing Authority and/or provide administrative services, may use the following provisions in their contract;

All dispute and differences arising out of or in connection with or relating to the present agreement shall be settled under the Rules of Madras High Court Arbitration Centre by one or more Arbitrators appointed in accordance with its Rules.

Note : Parties may consider adding the following:

- (a) the number of Arbitrator(s) shall be _____ .
- (b) the language of the Arbitration Proceedings shall be _____ .
- (c) specific qualifications of the Arbitrator(s) including language, technical qualifications and experience, if any.
- (d) the place of Arbitration shall be the Madras High Court Arbitration Centre at Chennai.

B. MODEL ARBITRATION AGREEMENT

AGREEMENT

This agreement made on this _____ day of _____ month, _____ (year), between _____ (full description and address of the party to be given) of ONE PART and _____ (full description and address of the party to be given) of the OTHER PART.

WHEREAS certain disputes have arisen and are subsisting between the aforesaid parties in relation to _____ (details of contract to be given) AND WHEREAS the Parties agree to submit their dispute(s) for being resolved in accordance with the Rules of Madras High Court Arbitration Centre (_____).

Now the parties hereby agree as follows:

The parties agree to submit their dispute(s) to Arbitration in accordance with the Rules of the Madras High Court Arbitration Centre (_____). The Arbitrator(s) shall be appointed in accordance with the Rules of the MHCAC.

The Arbitration shall be administered by the Madras High Court Arbitration Centre.

The place of Arbitration shall be _____ (_____).

In witness whereof, this Agreement has been signed on this _____ Day of _____ Month of _____ (year) at _____ by:

1. _____ for and on behalf of _____.
2. _____ for and on behalf of _____.

Note: The parties may:-

- (a) provide for qualification(s) of the Arbitrator(s) including, language, technical experience, and legal experience, if any;
- (b) specify the language for the conduct of Arbitration Proceedings.

SCHEDULE- II

JOINT MEMORANDUM TO BE SIGNED BY PARTIES

We hereby agree that disputes or differences, which have arisen between us in respect of our contract (give details) dated and which are subject matter of the proceedings (specify the nature and particulars of proceedings with cause title) (use separate sheet if necessary) to be resolved by Arbitration in accordance with the Rules of Madras High Court Arbitration Centre (_____).

In witness whereof, this Agreement has been signed on this _____ Day of _____ Month of _____ year at by:

1. _____ for and on behalf of _____.
2. _____ for and on behalf of _____.

SCHEDULE - III
MODEL AGREEMENT FOR EXPEDITED PROCEDURE
AGREEMENT

This agreement is between (name and address of the initiating party(ies)) and _____(name and address of the other party or party(ies)).

IN THE MATTER RELATING TO _____The parties to this Agreement agree as follows:

WHEREAS the parties desire to resolve their disputes by the Madras High Court Arbitration Centre following its Expedited Procedure.

WHEREAS the parties hereby undertake to dispense with the requirement of oral evidence and agree that the Arbitration Proceedings be held on the basis of documents only.

WHEREAS the parties hereby waive their right to present oral evidence and agree that the award made by the Arbitral Tribunal following the Expedited Procedure of the Centre shall be final and binding on the parties.

AND WHEREAS the parties hereby undertake to strictly adhere to the time schedule drawn up for hearing under the Expedited Procedure.

IN WITNESS WHEREOF, THIS Agreement has been signed on this _____ Day of _____ Month of _____ year at _____ by:

1. _____ for and on behalf of _____.
2. _____ for and on behalf of _____.

SCHEDULE - IV
ARBITRATOR'S DECLARATION OF ACCEPTANCE AND STATEMENT OF
INDEPENDENCE

I, the undersigned

Name : _____

First Name : _____

ACCEPTANCE

Hereby declare that I accept to serve as an Arbitrator under the Rules of the Madras High Court Arbitration Centre in the instant case. In so declaring, I confirm that I have familiarized myself with the requirements of the Rules of the Centre and I am capable and available to serve as an Arbitrator in accordance with all of the requirements of the Rules of the MHCAC and accept to be remunerated in accordance therewith. I accept that the obligation to disclose any facts or circumstances which may call into question my independence or impartiality in the eyes of any of the parties shall remain binding on me till the Arbitration Proceedings are finally concluded.

Please tick the boxes below as may be applicable:

I am independent of each of the parties and intend to remain so; to the best of my knowledge, there are no facts or circumstances, past or present, that need be disclosed for they might be of such nature as to call into question my independence or impartiality in the eyes of any of the parties. I am not in any way disqualified, as I do not suffer from any disqualification under Schedule-VI of the Act.

Include statement on availability of time and ability to conclude proceedings within twelve months.

(or)

I am independent of each of the parties and intend to remain so; however I wish to call your attention to the following facts or circumstances which I hereafter disclose because they might be of such a nature as to call into question my independence or impartiality in the eyes of any of the parties. (Use separate sheet if necessary)

NON-ACCEPTANCE hereby declare that I decline to serve as an Arbitrator in the subject case. (If you wish to state the reasons please do so.)

Date:

Signature

MADRAS HIGH COURT ARBITRATION CENTRE
SCHEDULE - V
CONSENT FORM FOR EMPANELMENT AS AN ARBITRATOR
(FORMER SUPREME COURT/ HIGH COURT JUDGES)

Full Name: (In Block Letters)

Mr./Ms/_____

Name of the Father's/Husband's Name:_____

Date of Birth:_____ (dd/mm/yyyy) Age:_____

Nationality:_____

Address:_____

Pin:_____

Occupation:_____

Contact Nos:-

Office: (1)_____ (2) Residence: _____ (3) Mobile:_____

E-mail:_____

Areas of Interest:_____

Note:

Kindly enclose the supporting documents if any for the purpose of scrutinizing the consent form.

Date:

Signature

MADRAS HIGH COURT ARBITRATION CENTRE
SCHEDULE -VI
CONSENT FORM FOR EMPANELMENT AS AN ARBITRATOR

Full Name: (In Block Letters)

Mr./Ms/_____

Name of the Father's/ Husband's Name:_____

Date of Birth:_____ (dd/mm/yyyy) Age:_____

Nationality:_____

Address:_____

Pin:_____

Occupation:_____

Contact Nos:-

Office:(1)_____ (2) Residence: _____ (3) Mobile:_____

E-mail:_____

Categories of Panel of Arbitrators:

Please tick () the one of the following Categories **which belongs to you:**

1	Retired Judicial Officer	<input type="checkbox"/>
2	Advocates	<input type="checkbox"/>
3	Engineers	<input type="checkbox"/>
4	Chartered Accountants	<input type="checkbox"/>
5	Company Secretaries	<input type="checkbox"/>
6	Finance	<input type="checkbox"/>
7	Shipping	<input type="checkbox"/>
8	Businessmen	<input type="checkbox"/>
9	Other Specialists	<input type="checkbox"/>

Fields of Specialization:

Please rank your fields of specialization based on your priority of knowledge or experience:

1	Agency & Distribution and Franchising	<input type="checkbox"/>
2	Agriculture & Food Processing	<input type="checkbox"/>
3	Automobile	<input type="checkbox"/>
4	Aviation	<input type="checkbox"/>
5	Commercial Contracts	<input type="checkbox"/>
6	Computer Software	<input type="checkbox"/>
7	Construction	<input type="checkbox"/>
8	Corporate Law	<input type="checkbox"/>
9	Corporation & related activities	<input type="checkbox"/>
10	Engineering/Technical	<input type="checkbox"/>
11	Entertainment	<input type="checkbox"/>
12	Environment	<input type="checkbox"/>
13	Finance Banking	<input type="checkbox"/>
14	Geology and related sciences	<input type="checkbox"/>
15	Hotel & Tourism Industry	<input type="checkbox"/>
16	Information Technology	<input type="checkbox"/>
17	Insurance	<input type="checkbox"/>
18	Intellectual Property	<input type="checkbox"/>
19	International Investments	<input type="checkbox"/>
20	Joint Ventures	<input type="checkbox"/>

21	Maritime Shipping	
22	Oil, Petroleum and Gas	
23	Other Areas	
24	Power Energy	
25	Real Estate	
26	Securities	
27	State Contracts	
28	Steel, Mining & Quarrying	
29	Taxation	
30	Telecommunications	
31	Textile/Jute Industry	
32	Transport	

Arbitration Training:

<i>Sl.No.</i>	<i>Course Name</i>	<i>Organizer's Name</i>	<i>Period</i>
1			
2			
3			

Arbitration Experience:

As Arbitrator:

Number of Cases disposed as a Sole Arbitrator	
Number of Cases disposed as Co-Arbitrator	
Number of Cases as a Counsel/Expert witness	

Fields of Arbitration Experience:

1.

2.

3.

In case you have no training or experience as yet in Arbitration, please state reasons for your interest in wanting to join as Arbitrator in the MHCAC.

Name of ADR Courses / Seminars / Conferences participated:

Seminars/Conferences:

1. Addressed:

2. Participated:

3. Title of Paper Presented:

Undertakings: -

1. I agree to abide by the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 and the Rules of the Madras High Court Arbitration Centre (MHCAC), 2017.
2. I shall take up and complete the Arbitration assigned to me with utmost diligence and expedition.
3. All Arbitrators being of equal status, I shall not object to my appointment as an Arbitrator in a particular case on the basis of my previous status or that of any appointed as an Arbitrator.
4. I have not been convicted or charged of any offence or any criminal investigation or vigilance enquiry pending against me.
5. I have also not been found guilty of any professional misconduct. I do not have any proceedings relating to professional misconduct pending against me.
6. I declare that I have not been removed as an Arbitrator in circumstances where moral probity or incompetence were an issue.
7. I declare that above particulars furnished are true & correct.

I hereby consent for empanelment as an Arbitrator in the panel of Arbitrators of the Madras High Court Arbitration Centre and I have attached supporting documents for the purpose of office records.

Note:

Kindly enclose the supporting documents if any for the purpose of scrutinizing the consent form.

Date:

Signature of the Applicant.

GUIDELINES FOR EMPANELMENT AND NOMINATION OF ARBITRATORS

The Arbitration Committee has framed the following guidelines that would be applicable for empanelment and nomination of Arbitrators for the Madras High Court Arbitration Centre.

1. Empanelment -

A list of empaneled Arbitrators will be maintained by the MHCAC Secretariat/ Registry. For this purpose, interested individuals who satisfy the criteria set out in **Clause 2** of these guidelines may submit their applications as per the format prescribed in SCHEDULE – V OR VI as the case may be to the MHCAC Secretariat/Registry. In addition to the above, the Chairperson and the judicial members of the MHCAC shall have the power to invite such duly qualified persons as in their opinion are qualified to be empaneled as Arbitrators.

2. Broad categories of Qualifications and Experience etc., for the Panel of Arbitrators –**I. Judges:**

Former Judges of the Supreme Court and High Courts, Retired District Judges and Members of Statutory Authorities.

II. Advocates:

Practicing Advocates with at least fifteen years of practice with experience in handling Arbitration matters.

III. Engineers, Chartered Engineers etc.:

(a) Retired not below the rank of Superintending Engineer in the CPWD or in any other Department of the Central or State Governments.

(b) Chartered Engineers having specialization of Engineering, Construction contracts and work in specific field at least fifteen years such as Valuation of Building and Urban Laws, designing of building, building construction, architectural or structural designing of building, projects, dam, Government contracts etc., and having at least five years of experience in conduct of Arbitration cases, law and procedure.

IV. Financial Experts and Company Secretaries :

Chartered Accountants/Company Secretaries/other financial experts with at least fifteen years experience and knowledge in the profession and at least five years experience in conduct of Arbitration cases, law & procedures.

V. Shipping:

Having knowledge and at least ten years experience of shipping laws practices and procedures, particularly in international matters at a senior level in a company or institution of standing or otherwise having a distinguished careers in shipping matters and at least five years experience in conduct of Arbitration cases and maritime law.

VI. Businessmen:

Company Directors and other persons with outstanding reputation and experience in domestic or international trade for at least ten years and at least five years experience in Arbitration Law & Procedure.

VII. Other Specialists:

Persons having fifteen years experience in any other specialized areas and have not below or at least five years experience in Arbitration Law & Procedure or duly qualified Member of the Chartered Institute of Arbitrators, London.

Note:

The selection shall be at the discretion of the Chairperson/Judicial Members of the MHCAC Arbitration Committee.

THE MADRAS HIGH COURT ARBITRATION CENTRE (MHCAC)
(ADMINISTRATIVE COST AND ARBITRATORS' FEES) RULES, 2017

(Roc. No. 11/2018/MHCAC/Hct.Ms)

NO. SRO. C-10/2019.

1. Title –

- (1) These rules may be called Madras High Court Arbitration Centre (Administrative Cost and Arbitrators' Fees) Rules 2017 [for short, MHCAC (Fees) Rules];
- (2) These rules shall come into force with effect from the date of Notification.

2. Administrative Costs-

The Administrative Costs of the MHCAC payable by the parties are set forth in Schedule 'A' below.

3. Arbitrators' Fees –

- (1) The fees payable to the Arbitrator shall be determined in accordance with the scales specified in Schedules "B", "C" and "D" to these Rules;
- (2) In cases where the Arbitral Tribunal consists of three or more members, the Registrar shall, in consultation with the Chairperson decide the fees payable to each of the Arbitrators;
- (3) Each party shall subject to a final determination of costs, bear the fees payable to the Arbitrator appointed by them and fifty percent of the fees of the Presiding Arbitrator.

4. Parties to share equally Administrative Cost and Fees of the Arbitrator –

The Administrative Cost and the Arbitrators' Fees set forth in Schedule A and B of these Rules shall be initially shared equally by the parties subject to the cost of Arbitration as may be finally determined by the Arbitral Tribunal.

5. Miscellaneous Expenses –

Miscellaneous expenses likely to be incurred during Arbitration shall be determined by the Registrar and be paid equally by the parties.

6. Pro-Bono Arbitration Scheme –

- (1) The provision for claiming waiver of Administrative Cost and Arbitrators' fee payable in terms of Sub Rule 2 to 4 above would be applicable to the Claimant, Counter-Claimant and the Respondent;
- (2) A party seeking such a waiver shall file an affidavit elucidating reasons for waiver along with supporting documents to show lack of financial wherewithal;
- (3) Upon submission of the affidavit as referred to above, the Registrar shall within a period of seven days from the receipt of the affidavit, take a decision on whether or not to permit a waiver pursuant to the Madras High Court Arbitration Centre Rules. In order to arrive at such a decision, the Registrar shall have the discretion to examine the Applicant if he so deems necessary;
- (4) In the event the Applicant is aggrieved by the findings of the Registrar, the Applicant shall have a right to appeal to the Arbitration Committee, which shall designate two members who shall render their finding in the appeal within seven days of filing of appeal;
- (5) The appeal shall be filed within seven days of the receipt of order from the Registrar. While deciding the appeal, the Arbitration Committee shall have the discretion to examine the Applicant;
- (6) If an application for waiver is granted pursuant to an order made in that behalf, the MHCAC shall have a first charge over the award sum and upon recovery, the MHCAC shall pay the Arbitrator the appropriate fees in accordance with the rules;
- (7) It shall be open to the Arbitration Committee to fix criteria on the basis of which a party's obligation to pay fees to the MHCAC (including Arbitrators' fee) may be waived. Parties agree that such a decision taken by the Arbitration Committee cannot be raised as a ground to challenge the arbitral award rendered ultimately.

7. Registrar may maintain an account of the Administrative Cost and Miscellaneous Expenses -

The Registrar may maintain an account of the Administrative Costs and Miscellaneous Expenses and for which the Registrar shall be entitled to open and operate a bank account with a Schedule Nationalized Bank.

8. Administrative Cost, Miscellaneous Expenses and Arbitrators' Fees when proceedings terminate -

Administrative Costs, Miscellaneous Expenses and Arbitrators' Fees payable when proceedings are terminated, withdrawn or settled –

- (1) In the event of the Arbitration being terminated, withdrawn or settled, the Registrar, in consultation with the Arbitration Committee shall fix the quantum of fees payable to the Arbitrator(s). The Registrar shall take into account the stage at which the Arbitration Proceedings stood terminated and the extent of work done or time spent by the Arbitrator(s) on the matter;
- (2) The Administrative Costs and Miscellaneous Expenses paid by the parties shall not be refundable under any of the aforesaid eventualities.

9. Amendment of Rules –

These Rules may be amended by the Arbitration Committee with the prior permission of the Hon'ble Chief Justice.

10. Residuary Provision –

In the absence of any specific provision made under these Rules or on any question on the interpretation/application of the Rules, the Arbitration Committee shall take appropriate decision(s), as may be necessary from time to time and such decision shall be final.

11. Repeal and Saving-

With effect from the date set out in Rule 1(1) herein, the MHCAC (Administrative Cost and Arbitrators' Fees) Rules, 2014, shall stand repealed. Notwithstanding such repeal, the said Rules shall continue to govern all Arbitrations, commenced under the said Rules in respect of which the Arbitral Tribunal has entered upon the reference.

SCHEDULE A**ADMINISTRATIVE COSTS****(a) Domestic Arbitration**

If the value of the claims/disputes does not exceed Rs.50,00,000/- (Rupees Fifty Lakhs only)	Rs.10,000/- (Rupees Ten Thousand only)
If the value of the claims/disputes is between Rs.50,00,001/- (Rupees Fifty Lakhs and One only) and Rs.5,00,00,000/- (Rupees Five Crores only)	Rs.20,000/- (Rupees Twenty Thousand only)
If the value of the claims/disputes exceeds Rs.5,00,00,000/- (Rupees Five Crores only)	Rs.30,000/- (Rupees Thirty Thousand only)

(b) International Arbitration

Normal Expense	Rs. 25,000/- (to be paid along with the request for Arbitration)
SUM IN DISPUTE	FEES
From Rs. 10,00,000/- to Rs. 50,00,000/-	Rs. 25,000/- + 1% of the claim amount over and above Rs. 10,00,000/-
From Rs. 50,00,001/- to Rs. 1,00,00,000/-	Rs. 65,000/- + 0.5% of the claim amount over and above Rs. 50,00,000/-
From Rs. 1,00,00,001/- to Rs. 10,00,00,000/-	Rs. 90,000/- + 0.25% of the claim amount over and above Rs. 1,00,00,000/-
Over Rs. 10,00,00,000/-	Rs. 3,15,000/- + 0.15% of the claim amount over and above Rs. 10,00,00,000/-

Note:

Airfare and cost of stay in hotel of the member(s) of the Arbitral Tribunal are excluded, which are to be equally borne by the parties.

(c) Emergency Arbitration

Fixed Fee	Rs. 25,000/-
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In addition to the foregoing, the parties shall be required to pay a sum of Rs.4000/- per day for use of facilities of the MHCAC on the days the Arbitral Tribunal holds its sittings (Domestic, International and Emergency Arbitration).

SCHEDULE B**Arbitrators' Fees* (Fee Per Arbitration)**

CUMULATIVE VALUE OF DISPUTE (Includes all claims forming the subject matter of Arbitration)	FEES
Up to Rs. 5,00,000/-	Rs. 45,000/-
Above Rs. 5,00,000/- and up to Rs. 20,00,000/-	Rs. 45,000/- + 3.5% of the claim amount over and above Rs. 5,00,000/-
Above Rs. 20,00,000/- and up to Rs. 1,00,00,000/-	Rs. 97,500/- + 3% of the claim amount over and above Rs. 20,00,000/-.
Above Rs. 1,00,00,000/- and up to Rs. 10,00,00,000/-	Rs. 3,37,500/- + 1% of the claim amount over and above Rs. 1,00,00,000/-.
Above Rs. 10,00,00,000/- and up to Rs. 20,00,00,000/-	Rs. 12,37,500/- + 0.75% of the claim amount over and above Rs. 10,00,00,000/-.
Above Rs. 20,00,00,000/-	Rs.19,87,500/- +0.5%of the claim amount over and above Rs. 20,00,00,000/- with a ceiling of Rs. 30,00,000/-.

Note:

(1) In the event the Arbitral Tribunal is the Sole Arbitrator, he shall be entitled to an additional amount of twenty five percent on the fee payable as per the table set out above.

*The Administrative Costs enumerated in Schedule - A is separate and distinct from the Arbitrators' fee.

(2) In the event the relief is not monetary in nature, the valuation shall be determined by the Registrar. For this purpose, the Claimant shall file an affidavit setting out what in his/her/its opinion, the valuation would be along with supporting reasons.

SCHEDULE C**Arbitrator's Fee In Expedited Arbitration***

Up to Rs. 10,00,000/-	Rs. 25,000/-
Above Rs. 10,00,000/-	As per Schedule 'B'

*Sums in dispute mentioned in the Schedule B & C above shall include any Counterclaim made by a party.

Note: Fees in respect of Claims/Counterclaims, either wholly or partially, monetary Value whereof cannot be ascertained will be fixed by the Chairperson/his delegate, having regard to effective and substantial relief sought for and the complexity of subject matter.

SCHEDULE D**Arbitrator's Fee In Emergency Arbitration**

FIXED FEE	Additional 15% of the fees payable to the Arbitrator in accordance with the fee structure in Schedule 'B' or 'C' as the case may be
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The Madras High Court (Arbitrator's Panel and Fees) Rules 2011, as contained in Chapter – 4, Part – D of Rules and Orders of Madras High Court, Volume – I stand repealed.

High Court, Madras,
Chennai-600 104.

C. KUMARAPPAN,
Registrar General.