

# EXPEDITED ARBITRATION RULES

APPLICABLE FOR INSTITUTIONAL EXPEDITED ARBITRATION  
CONDUCTED BY INDIAN INSTITUTE OF ARBITRATION & MEDIATION



PEACEGATE



INDIAN INSTITUTE OF  
ARBITRATION & MEDIATION

[www.arbitrationindia.com](http://www.arbitrationindia.com)

## FOREWORD

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IIAM Expedited Arbitration is based on the Expedited Arbitration Rules published by the Indian Institute of Arbitration & Mediation (“IIAM”), which is intended to help parties and arbitrators to take maximum advantage of the flexible procedures available in arbitration for the resolution of disputes quickly and economically. IIAM Expedited Arbitration Rules are adopted based on the concept given under the UNCITRAL Expedited Arbitration Rules 2021.

The Rules allow the parties to choose the proceedings balancing the efficiency of the arbitral proceedings and the rights of the disputing parties to due process and fair treatment and to reach a final resolution of the dispute in a cost and time effective manner. Under Expedited Rules, the arbitration process is by default conducted online through a dedicated ODR platform and does not require parties to physically congregate at one place at a designated time. Submission of pleadings, evidence and arguments can be done electronically and also provide an asynchronous form of interaction, giving absolute convenience to the parties.

The costs and expenses of arbitration will be governed by the Fee Schedule of the IIAM Expedited Arbitration Rules.

For administered expedited arbitration by IIAM, there should be an expedited arbitration clause in their contract or in the absence of any such clause; there should be an agreement between the parties to arbitrate under the IIAM Expedited Arbitration Rules.

The Rules applicable for expedited arbitration shall be the IIAM Expedited Arbitration Rules made effective as on the date of commencement of arbitration and shall be accessed at the IIAM website at [https://www.arbitrationindia.com/pdf/rules\\_exp\\_arbitration.pdf](https://www.arbitrationindia.com/pdf/rules_exp_arbitration.pdf)

Further information about IIAM services, rules and procedures can be found on our website.

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## **IIAM EXPEDITED ARBITRATION RULES**

(Revised w.e.f. 15 January 2025)

(ADOPTED BASED ON THE CONCEPT OF  
UNCITRAL EXPEDITED ARBITRATION RULES 2021)

IIAM EXPEDITED ARBITRATION RULES, 2025

TABLE OF CONTENTS

Foreword	i
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PART-I: RULES

Rule 1	Scope and application	1
Rule 2	Commencement of Arbitration	2
Rule 3	Notifications, Time-frames and Representation	3
Rule 4	Appointment of Arbitrator	4
Rule 5	Challenge to the Arbitrator	5
Rule 6	Substitution of the Arbitrator	5
Rule 7	Jurisdiction of the Arbitral Tribunal	6
Rule 8	Case Management Procedure and Time-frame	6
Rule 9	Interim Reliefs	7
Rule 10	Arbitration Procedure	8
Rule 11	Award	10
Rule 12	Scrutiny and Publication of the Award	10
Rule 13	Correction, Interpretation or Additional Award	11
Rule 14	Settlement and Termination	11
Rule 15	Fee, Deposits and Costs	11
Rule 16	Post-Award Negotiation	12
Rule 17	Confidentiality and Exclusion of Liability	13
Rule 18	General Provisions	13

PART-II: SCHEDULES

Schedule-1	Definitions	14
Schedule-2	Ineligibility to be appointed as Arbitrator	17
Schedule-3	Disclosure Statement by Arbitrator	19
Schedule-4	Model Expedited Arbitration Clause	20



## **IIAM EXPEDITED ARBITRATION RULES**

(As revised w.e.f. 15 January 2025)

### **PART-I**

1. The IIAM Expedited Arbitration Rules (hereinafter referred to as “Expedited Rules”) shall be in accordance with this part and shall also include the Schedules set out in Part-II.
2. Expedited arbitration is a streamlined and simplified procedure with a shortened time frame, which makes it possible for the parties to reach a final resolution of the dispute in a cost effective and time efficient manner.
3. All communications to IIAM shall be addressed to the Administrator of IIAM.
4. Definitions of specific terms used under the Rules may be referred to in Schedule-1.

#### **Rule 1**

##### **Scope and application**

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- (a) Where parties have agreed in writing to arbitrate their disputes under the Expedited Arbitration Rules of the Indian Institute of Arbitration & Mediation (“IIAM Expedited Arbitration Rules”), then —
  - (i) It is deemed that the parties have made these Rules or such amended Rules as IIAM may have adopted, as part of their arbitration agreement and such disputes shall be settled or resolved by arbitration in accordance with the Rules and shall be legally bound to comply with these Rules;
  - (ii) The expedited arbitration shall be conducted and administered by the arbitrator and IIAM in accordance with these Rules; and

- (iii) The parties are deemed to have authorised IIAM to determine any or all issues, which the parties are free to determine as per the Arbitration & Conciliation Act, 1996 and under these Rules.
- (b) The Rules applicable for expedited arbitration shall be those in force at the time of commencement of the arbitration unless the parties have agreed otherwise.
- (c) These Rules shall govern the expedited arbitration except where any of these Rules are in conflict with any provision of law applicable to the arbitration from which the parties cannot derogate, that provision shall prevail.
- (d) The Rules are also subject to such modifications as the parties may agree in writing at any time.
- (e) Expedited Arbitration under these rules is conducted online, through the dedicated ODR platform “Peacegate” or such other ODR platform approved by IIAM. If the parties decide and agree to have the arbitration offline, the venue of such offline arbitration may be fixed by IIAM.
- (f) IIAM Expedited arbitration is possible only for claims upto INR 30,00,000.00 (Rupees Thirty lakhs only) and above such value arbitration can be done only under IIAM Arbitration Rules.
- (g) At any time during the proceedings, the parties may agree that the Expedited Rules shall no longer apply to the arbitration. When the Expedited Rules no longer apply to the arbitration, the arbitral tribunal shall remain in place and conduct the arbitration in accordance with the IIAM Arbitration Rules.

## **Rule 2**

### **Commencement of Arbitration**

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- (a) A party initiating recourse to expedited arbitration under the Rules (“Claimant”) shall be required to make a Request for Arbitration to IIAM through Peacegate application, which shall include the following —
  - (i) The names, addresses, mobile/WhatsApp numbers and e-mail addresses of the parties and their lawyer/ consultant/ adviser, if any;
  - (ii) The brief facts in dispute relied on by the Claimant;
  - (iii) The relief sought, including an estimate of the monetary value of the claims;
  - (iv) Copy or description of the arbitration agreement or clause under which the dispute is to be resolved and Notice of Arbitration served on the Respondent and the Reply to the Notice of Arbitration received from the Respondent, if any; and
  - (v) The seat of arbitration.

- (b) Upon filing the Request for Arbitration, the Claimant shall pay the appropriate registration/ filing fee as provided in the IIAM Expedited Arbitration Fee Schedule, in force on the date of filing of the Request.
- (c) If the registration/ filing fee is not paid upon filing the Request for Arbitration, IIAM shall set a time period within which the Claimant shall pay the fee. If the fee is not paid within this time period, IIAM shall dismiss the Request for Arbitration.
- (d) In case of any defect in the Request for Arbitration, with respect to institutional arbitration clause or prima-facie arbitrability of the dispute, IIAM shall inform the Claimant to rectify such defect and the Claimant may do so. If such defect is not cured within a period of 3 days, IIAM shall dismiss the Request for Arbitration. The registration/ filing fee shall not be refunded on such dismissal.
- (e) The date of acceptance by IIAM of the Request for Arbitration, complete with all the accompanying documentation and the appropriate filing fee and verification that the submission is proper, shall be treated as the date on which the institutional arbitration has commenced for all purposes under the Rules (“Commencement of Institutional Arbitration Process”).

### **Rule 3**

#### **Notifications, Time-frames and Representation**

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- (a) By default, the parties agree that all communications, notices, and notifications under these rules shall be made through Peacegate application and notified through the registered email or WhatsApp number or such other electronic communications, which have been agreed upon by the parties.
- (b) In case the email or WhatsApp number of the respondent(s) is not available to the claimant at the time of filing the Request for Arbitration, the claimant shall give an undertaking that they shall take steps within a period of 3 days, as advised by IIAM, to get the first notice and Case Management Procedure issued by registered post to such respondent(s) at their address. The first notice and Case Management Procedure shall be issued by IIAM, along with customised “user-code” generated by Peacegate, to such respondent(s) so that they can access the Case Dashboard using the “user-code” and file the pleadings through Peacegate itself.
- (c) If the respondent(s), to whom registered notice was issued under sub-rule (b), do not access the Case Dashboard and enter their email or WhatsApp, the claimant shall continue to take steps, as advised by IIAM, to issue all further notices and procedural orders under these rules, by registered post to such respondent(s) at their address, along with customised “user-code” generated by Peacegate in the same manner as stated in sub-rule (b), until such respondent(s) access the Case Dashboard and enter their email or WhatsApp.



- (d) A copy of any communication to or from the Arbitral Tribunal by or to the parties shall be made available in the Peacegate Case Dashboard, so that it could be accessed by the parties anytime.
- (e) If the circumstances of the case so justify and for sufficient reasons, IIAM may amend the time-frames provided for in these Rules, as well as any time-frames that it has set. IIAM shall not amend any time-frame set by the Arbitral Tribunal unless it directs otherwise.
- (f) The time-frames established in these Rules are to be strictly enforced and a Party's belated Claim, Response, Request, Demand, Notice or Submission may be denied solely because it is belated.
- (g) The parties may be represented or assisted by lawyer/ consultant/ adviser of their choice. The parties shall confer upon such advisers the necessary authority to represent them in the arbitral proceedings and file such authority before IIAM.
- (h) If any of the parties are not able to be present personally, they can be represented through their authorised persons or power of attorney holders.
- (i) The names, addresses, mobile/WhatsApp numbers and emails of the arbitral tribunal, all parties in arbitration and those who will represent them, should be furnished to IIAM and exchanged between the parties.

#### **Rule 4**

##### **Appointment of Arbitrator**

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- (a) Where the parties have agreed to these Rules, IIAM shall be the Appointing Authority and shall appoint the arbitrator as per these Rules.
- (b) Unless otherwise agreed by the parties, there shall be one arbitrator, who shall be an IIAM Panel Arbitrator or above, who is accredited as per the IIAM Accreditation Rules.
- (c) IIAM shall, within 7 days of the commencement of Institutional Arbitration Process, initiate the appointment of the sole arbitrator.
- (d) Before appointment of an arbitrator, IIAM shall obtain a Disclosure Statement as per Schedule-3, within a period of 7 days, so as to verify and confirm that the Arbitrator is independent and impartial and is not ineligible to be appointed as an arbitrator in the said dispute under Schedule-2, and that that the arbitrator can devote the time necessary to conduct the arbitration expeditiously as under the time-frame given under the Expedited Rules.
- (e) Once the Disclosure Statement is communicated to the parties, if any of the parties have a valid objection to the arbitrator's independence and neutrality, they shall make an objection within a period of 3 days and if no such objection is made and/or if IIAM finds that the arbitrator has no ineligibility as per the



Disclosure Statement given under sub-rule (d), IIAM shall appoint the arbitrator and inform the arbitrator about the constitution of the Arbitral Tribunal.

Provided, that if a party by any reason did not receive the Disclosure Statement communicated by the arbitrator before the appointment, he may challenge the arbitrator under Rule 5.

- (f) The date of receipt of intimation by the arbitrator about the constitution of the arbitral tribunal shall be deemed to be the date when the arbitral tribunal enters upon reference under the Rules ("Date of Reference").

#### **Rule 5**

##### **Challenge to the Arbitrator**

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- (a) An arbitrator may be challenged if circumstances exists that give rise to justifiable doubts as to the arbitrator's impartiality or independence.
- (b) A party that intends to challenge an arbitrator shall send notice of its challenge within 7 days after the circumstances mentioned in sub-rule (a) becomes known to that party.
- (c) The notice of challenge shall be communicated to all other parties and to the arbitrator. The notice of challenge shall state the reasons for the challenge, which shall be only reasons of which he becomes aware after the appointment has been made under Rule 4(e).
- (d) If, within 7 days from the date of the notice of challenge, the arbitrator does not withdraw, the arbitrator shall within 14 days from the date of the notice of challenge, take a decision on the challenge.
- (e) Upon withdrawal by the arbitrator or sustainment of the challenge, the substitute arbitrator shall be appointed by IIAM.
- (f) If the challenge is turned down, the arbitrator shall proceed with arbitration.

#### **Rule 6**

##### **Substitution of the Arbitrator**

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- (a) An arbitrator may be substituted by IIAM;
  - (i) If the arbitrator is challenged under Rule 5 and the arbitrator withdraws under Rule 5(e); or
  - (ii) If both parties request for substitution of arbitrator; or
  - (iii) If IIAM finds that the objection raised by the party under Rule 4(e) is valid; or

- (iv) If IIAM finds that the arbitrator has become de-jure or de-facto unable to perform his functions or for other reasons fails to act without undue delay as per the time-frame required under these Rules.
- (b) The substitution of arbitrator shall be made in the same procedure as under Rule 4, within a period of 7 days from the date of any event under sub-rule (a).
- (c) When an arbitrator is substituted as above, he shall continue the proceedings from the stage the substitution was made, unless otherwise agreed by both parties and any order or ruling made prior to the substitution shall not be invalid solely because there has been a change in the composition of the arbitral tribunal.

#### **Rule 7**

##### **Jurisdiction of the Arbitral Tribunal**

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- (a) The arbitral tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement.
- (b) A plea that the arbitral tribunal does not have jurisdiction shall be raised no later than in the statement of defence or, with respect to a counter-claim or a claim for the purpose of a set-off, in the reply to the counter-claim or to the claim for the purpose of a set-off. A plea that the arbitral tribunal is acting beyond the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitral tribunal may, in either case, admit a later plea if it considers the delay justified.
- (c) The arbitral tribunal may rule on jurisdiction either as a preliminary question or in an award on the merits.

#### **Rule 8**

##### **Case Management Procedure and Time-frame**

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- (a) After the constitution of the arbitral tribunal, the Tribunal shall issue the first notice, intimating the constitution of the arbitral tribunal and also intimating the details of Case Management Procedure, as far as possible within a period of 7 days from the date of reference.
- (b) The Case Management Procedure shall provide the schedule of filing of pleadings, the process and procedure for filing pleadings and applications etc.
- (c) The normal time-frame for filing of pleadings would be as follows —
  - (i) For filing Claim statement by the claimant: 15 days;

- (ii) For filing Statement of defence and counter-claim, if any by the respondent: 15 days;
  - (iii) For filing Reply and statement of defence, if any by the claimant: 10 days;
  - (iv) For filing Rejoinder, if any by the respondent: 10 days.
- (d) In case, any of the parties fail to comply with the time-frame as per the Case Management Procedure, the arbitral tribunal shall proceed as follows:
- (i) If the claimant has failed to file its statement of claim, the arbitral tribunal may issue an order for the termination of the arbitral proceedings, provided there is no counter-claim sought by the respondent.
  - (ii) If the respondent has failed to file its statement of defence, the arbitral tribunal may order that the proceedings continue, without treating such failure in itself as an admission of the claimant's allegations;
  - (iii) In case the defaulting party subsequently seeks suitable directions from the arbitral tribunal and if the arbitral tribunal considers appropriate to allow the defaulting party to file their pleadings, the arbitral tribunal may convene additional Case Management Procedure.
- (e) The periods of time fixed by the arbitral tribunal for the filing of written statements (including the statement of claim, statement of defence, rejoinder and reply) should not exceed 75 days. However, the arbitral tribunal may extend the time-frame if it concludes that an extension is justified.

## **Rule 9**

### **Interim Reliefs**

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- (a) The arbitral tribunal may, at the request of a party, grant interim measures.
- (b) An interim measure is any temporary measure by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party, for example and without limitation, to —
  - (i) Maintain or restore the status quo pending determination of the dispute;
  - (ii) Take action that would prevent, or refrain from taking action that is likely to cause, (i) current or imminent harm or (ii) prejudice to the arbitral process itself.

- (iii) Provide a means of preserving assets out of which a subsequent award may be satisfied; or
  - (iv) Preserve evidence that may be relevant and material to the resolution of the dispute.
- (c) The party requesting an interim measure under sub-rule (b) shall satisfy the arbitral tribunal that —
  - (i) Harm not adequately repairable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
  - (ii) There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination on merits, in favour or against such party.
- (d) The arbitral tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.

#### **Rule 10**

#### **Arbitration Procedure**

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- (a) The arbitral tribunal may conduct the arbitration in such manner as it considers appropriate and the dispute shall be decided on the basis of documentary evidence only and the arbitral tribunal may hold online hearing on arguments based on the pleadings and documentary evidence, if the arbitrator considers necessary.
- (b) While pleadings, applications or communications are filed, the Peacegate ODR platform shall issue notifications in the registered email address or WhatsApp number of all the parties, Arbitrator and IIAM about such filings and all of them would be able to access such filings from the Peacegate Case Dashboard and the same will be considered as valid electronic records under the Information Technology Act, 2000.
- (c) As per Expedited Arbitration Rules, since the arbitral process is asynchronous, the parties need not meet at one place at a designated time to file their pleadings, applications or communications, but can do it at a time that works best for them, at their own pace, and in their own time zone. Thus, when the arbitrator directs a party to file any pleading or counter, the same needs to be filed on or before the said scheduled date before 12:00 AM midnight, through the Peacegate Case Dashboard and notification will be sent to all parties regarding the same.

- (d) The entry to Peacegate Case Dashboard is restricted to registered parties and their lawyers/ consultants/ advisers only, with valid password and the list of participants will be available to all participating parties.
- (e) The arbitral tribunal shall complete the arbitral process, within 120 days from the date of reference, unless, in exceptional circumstances, IIAM extends the time for a period not exceeding a further period of 30 days.
- (f) If the arbitral tribunal fix an online hearing, as mentioned in sub-rule (a), if the parties are from different time zones, the arbitral tribunal may consider and discuss with the parties the following —
  - (i) The convenient time zone for the start and end of online hearing and the breaks and lengths of the session.
- (g) The ODR platforms used for online arbitration shall ensure the following features and safety measures —
  - (i) Allow the parties to opt for textual communications – chat rooms, audio conferencing or video conferencing.
  - (ii) Allow the parties facilities for online waiting rooms and general discussion rooms.
  - (iii) The entry to the rooms is restricted to registered parties only, with list of participants issued to all participating parties and password protected.
- (h) During online hearing, if the claimant(s) and their lawyers/ consultants/ advisers or the respondent(s) and their lawyers/ consultants/ advisers or the arbitrator is not able to get connectivity or if loses connectivity or faces interruptions during the arbitration session, such parties shall intimate the Admin either through the Peacegate Platform or by Email or WhatsApp about their inability to access the ODR platform and a notification shall be issued by the ODR platform to all the parties regarding the same.
- (i) In case of disruption of connectivity, the arbitration session shall be kept in abeyance till such party reconnects in the platform or for a maximum period of 15 minutes and if during such time the party is unable to reconnect, the online hearing will be adjourned to another day, subject to sub-rule (j).
- (j) If a party has not attended the online hearing as per the sitting schedule on the ODR platform, it shall not prima-facie be considered as an absence, but shall be presumed as a disruption or interruption in connectivity. The Arbitrator or the Case Admin shall contact the non-appeared party through email or WhatsApp and clarify the position. In case the party does not respond to such email or WhatsApp, within a period of 3 days, it shall be considered as a failure of the party to attend the proceedings.

**Rule 11**  
**Award**

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- (a) The arbitral tribunal shall render its final award within a period of 120 days from the date of reference.
- (b) The arbitral tribunal may, in exceptional circumstances, extend the period of time. The extended period of time shall not exceed a total of 150 days from the date of reference.
- (c) In the event the parties reach a settlement after the commencement of the arbitration, the arbitral tribunal shall, if so requested by the parties, record the settlement in the form of an award made by consent of the parties. If the parties do not require a consent award, the parties shall inform IIAM that a settlement has been reached. The arbitration shall only be deemed concluded and the arbitral tribunal discharged upon full settlement of the costs of arbitration.
- (d) By agreeing to arbitrate under these Rules, it is agreed that the award shall be final and binding on the parties from the date it is made.

**Rule 12**  
**Scrutiny and Publication of the Award**

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- (a) Unless otherwise agreed by the parties, IIAM may, within 7 days after the award is ready, constitute a Scrutiny Board, consisting of one or more arbitration experts and before signing any award, the arbitral tribunal may submit the award in draft form to IIAM.
- (b) If so given for scrutiny, IIAM shall submit the draft award to the Scrutiny Board forthwith and they may lay down modifications as to the form of the award, procedural compliance, coherence of reasoning and, without affecting the arbitrator's liberty of decision, also draw the attention of the arbitrator to the points of substance.
- (c) The Scrutiny Board shall return the award with comments within 7 days from the date of submission by IIAM and shall forward the same to the arbitral tribunal.
- (d) The arbitral tribunal shall, at its own discretion, accept or discard the comments given by the Scrutiny Board and make the final arbitral award, (a) within 7 days from the date of receipt of comments from Scrutiny Board.
- (e) The arbitral tribunal shall sign the award online and publish the award.
- (f) IIAM shall notify the parties about the publication of the award. The award shall be deemed to have been received by the parties upon delivery of the electronic communication with copy of the signed award.

**Rule 13**

**Correction, Interpretation or Additional Award**

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- (a) Within 15 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to correct in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature or for an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal or to give an interpretation of a specific point or part of the award.
- (b) The arbitral tribunal shall make the correction, interpretation or additional award, if so justified, within a period of 15 days after the receipt of such request.

**Rule 14**

**Settlement and Termination**

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- (a) The arbitral proceedings shall be terminated by the final arbitral award or by an order of the arbitral tribunal under sub-rule (b).
- (b) If the arbitration is withdrawn or abandoned by the claimant after the commencement of arbitration proceedings or during arbitral proceedings, the parties settle the dispute or abandon the proceedings or the parties agree on the termination of the proceedings or if the arbitrator finds that the continuation of the proceedings has for any other reason become unnecessary or impossible, the arbitral tribunal shall terminate the proceedings.
- (c) In case of settlement, if requested by the parties jointly, the arbitral tribunal shall record the settlement in the form of a consent award.

**Rule 15**

**Fee, Deposits and Costs**

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- (a) Subsequent to the commencement of arbitration process, IIAM shall fix a provisional advance deposit in an amount intended to cover the costs of the arbitration. Any such provisional advance deposit shall be paid by the claimant or if agreed by the parties, in equal shares and the same will be considered as partial payment of any deposits of costs as under the Fee Schedule.
- (b) The fees of the arbitral tribunal and administrative fee and expenses shall be fixed by IIAM in accordance with the relevant IIAM Expedited Arbitration Fee Schedule.
- (c) If the arbitration is abandoned by the claimant after the commencement of arbitration and before the constitution of the arbitral tribunal, the claimant shall be liable to pay 10% of the Administrative fee as per the IIAM Expedited Arbitration Fee Schedule.



- (d) If the arbitration is abandoned, suspended or concluded, by agreement or otherwise, after the constitution of the arbitral tribunal and before the final award is made, the parties shall be jointly and severally liable to pay the arbitration fee and administrative fee and expenses as per the IIAM Expedited Arbitration Fee Schedule.
- (e) In case of substitution of an arbitrator as under Rule 6, the fee of the arbitrator shall be fixed as follows:
  - (i) If the arbitrator is substituted before the date of reference, the first arbitrator will not be entitled to any fee;
  - (ii) If the arbitrator is substituted before the commencement of pleadings, the first arbitrator will be entitled to 25% of the total arbitrator fee and the balance 75% will be due to the substituted arbitrator;
  - (iii) If the arbitrator is substituted after the completion of pleadings, the first arbitrator will be entitled to 50% of the total arbitrator fee and the balance 50% fee will be due to the substituted arbitrator.

#### **Rule 16**

##### **Post-Award Negotiation**

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- (a) Within 15 days after the receipt of the award, a party, with notice to the other parties, may request the arbitral tribunal to act as an amiable compositeur to facilitate an amicable settlement between the parties through negotiation.
- (b) The purpose of negotiation will be to have an amicable settlement to implement the terms of the award as per mutual consensus, so that the challenge of the award or enforcement of the award can be avoided and the award can be given effect to by negotiating the terms and stipulations on quantum, time or other considerations.
- (c) The negotiation shall be completed within a period of 15 days from the date of receipt of the application and if no settlement could be made within such time, it shall be deemed that the negotiation effort has failed.
- (d) In the case of negotiation, the arbitrator can either fix an online hearing or direct the parties to exchange their offer, counter-offer and/or acceptance by way of written submissions.
- (e) If the parties arrive at an amicable settlement by way of negotiation, they may request the arbitral tribunal to pass an arbitral award on agreed terms, based on the terms of their settlement and the arbitral tribunal may pass a consent award.
- (f) If an application is filed under this Rule, the date of closure of the application will be deemed to be the date when the arbitral award is received by the parties for all legal purposes.

## **Rule 17**

### **Confidentiality and Exclusion of Liability**

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- (a) The Arbitral Tribunal, the parties, Administrator, Admins, Case Manager and staff of IIAM shall keep confidential all matters relating to the arbitral proceedings including any award except where disclosure is necessary for purposes of implementation and enforcement or to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to challenge an award in bona fide legal proceedings before a court or other judicial authority.
- (b) IIAM, Arbitral Tribunal, Administrator, Admins or Case Manager shall not be liable to any party for any act or omission related to the conduct of the arbitral proceedings.
- (c) IIAM, Arbitral Tribunal, Administrator, Admins or Case Managers shall not be liable to any party for any technical fault of the ODR platform in uploading of documents or failing to issue digital notifications. The parties shall check the Case Dashboard for the latest Procedural Orders and comply with the directions of the Arbitral Tribunal diligently.

## **Rule 18**

### **General Provisions**

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- (a) Under these Rules a decision to be taken by IIAM, shall be taken by the Administrator. The Administrator may, if required delegate such of its duties and functions to a Registrar or Case Manager.
- (b) IIAM may destroy all documents served on it pursuant to the Rules after the expiry of a period of two years after the date of the last correspondence received by IIAM relating to the arbitration.
- (c) The Fee structure under the Rules shall be the fee published by IIAM in the IIAM Expedited Arbitration Fee Schedule as on the date of filing of Request of arbitration.
- (d) In the event of any unforeseen or emergent situation that prevents the completion of the arbitral proceedings within the prescribed time-frame under these Rules, the Administrator is empowered to extend the time-frame for a reasonable period to efficiently complete the arbitral proceedings.
- (e) All decisions taken by IIAM with respect to administrative matters, time-frames and institutional matters under these Rules are final and binding on the parties.
- (f) In all matters not expressly provided for in these Rules, IIAM, the arbitral tribunal and the parties shall act in the spirit of these Rules and shall make every reasonable effort to ensure that any award is legally enforceable.
- (g) In the event a court of competent jurisdiction finds any portion of these Rules to be in violation of the law or otherwise unenforceable, that portion shall not be effective and the remainder of the Rules shall remain effective.

## **PART-II SCHEDULES**

### **Schedule 1 DEFINITIONS**

In this Rules, unless the context otherwise requires —

- (a) “Administrator” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM as required under these Rules.
- (b) “Appointing Authority” means an institution or person agreed upon and designated by the parties to appoint the arbitrators and under these Rules shall mean IIAM.
- (c) “Arbitral Tribunal” means a sole arbitrator, who is accredited under the IIAM Accreditation Rules, appointed for the purpose of resolving a referred dispute by way of expedited arbitration.
- (d) “Arbitration Agreement” means an agreement by the parties to submit all or certain disputes which have arisen or which may arise between them to arbitration, which can also be in the form of a separate agreement or in the form of a clause in the contract between them. Under these Rules, Arbitration Agreement means an agreement wherein the parties have agreed to resolve their disputes under the IIAM Expedited Arbitration Rules.
- (e) “Arbitration session” means a meeting arranged as under these Rules, between the arbitral tribunal or IIAM and one or more of the parties to the dispute and includes any activity undertaken to arrange or prepare for such a meeting, whether or not the meeting takes place; and includes any follow up on any matter or issue raised in such a meeting.

Meeting includes a meeting conducted by electronic communication, video conferencing or other electronic or digital means or physical meeting.

- (f) “Asynchronous meeting” means communication of parties with the arbitral tribunal, parties and/or IIAM at a time that works best for them, at their own

pace, and in their own time zones, without having to meet at one place at a designated time.

- (g) “Award” includes, inter alia, an interim award, partial award, consent award or final arbitral award and also includes interpretation, correction or additional award, duly signed by the Arbitrator.
- (h) “Case Admin” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM, as delegated by the Administrator, especially in Peacegate Online application.
- (i) “Case Manager” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM, as delegated by the Administrator.
- (j) “Commencement of Arbitration” means the date on which a party receives a Notice of Arbitration issued by the other party.
- (k) “Commencement of Institutional Arbitration Process” means the date on which a completed and proper Request for Arbitration is accepted by IIAM.
- (l) “Date of Reference” means the date on which the arbitral tribunal receives the intimation about its constitution and it will be deemed to be the date when the arbitral tribunal enters upon reference.
- (m) “Digital Admin” means the entity that carries out such administration and coordination in the ODR platform of Peacegate, or such other digital platform.
- (n) “Draft Award” means the unsigned version of the Award prepared by the arbitrator, containing the proposed findings, reasoning, and decision on the matters in dispute, which is subject to review by the Scrutiny Board for suggestions on form, procedural compliance, and coherence of reasoning, without affecting the arbitrator’s liberty of decision, prior to its finalisation and signing.
- (o) “Electronic Communication” means any communication transmitted, sent, received, or stored by electronic, digital, wireless, or similar means, including but not limited to email, messaging applications, electronic data exchange systems, ODR platforms, or any other mode of communication that operates through electronic or digital transmission.
- (p) “Expedited Arbitration” means the expedited arbitration conducted an under the IIAM Expedited Arbitration Rules.
- (q) “IIAM” means Indian Institute of Arbitration & Mediation.
- (r) “IIAM Expedited Arbitration Fee schedule” means the fee schedule of IIAM applicable as on the date of submission of arbitration under these Rules.
- (s) “Notice of Arbitration” means a notice issued by a party to the other, invoking the arbitration agreement and referring the disputes to arbitration.

- (t) “Online Arbitration” means arbitration initiated and/or conducted as an ODR mechanism, conducted using the ODR platform of Peacegate or such other platforms as agreed by the parties.
- (u) “Online meeting” or “Virtual meeting” means a meeting arranged as under these Rules, between the arbitral tribunal or IIAM and one or more of the parties for conducting arbitration proceedings by audio-conference, video-conference, or other similar means of communication.
- (v) “Party to Arbitration” means any party to an arbitration agreement.  
  
Party may include multiple parties, which includes claimants as well as respondents.  
  
“Claimant” means the party who initiates the recourse to arbitration under these Rules.  
  
“Respondent” means the party against whom the claimant initiates arbitration under these Rules.
- (w) “Peacegate App” means an exclusive and unique ADR-ERP software and digital ODR platform adopted by IIAM which provides facility to conduct negotiation, mediation and arbitration, which can be used in web platform from [www.peacegate.in](http://www.peacegate.in) and can also be used as App in Apple iOS and Android instruments.
- (x) “Peacegate Case Dashboard” means the designated online platform under the Peacegate App, where the filings, pleadings, applications, proceedings, orders, etc. in a numbered arbitration matter is displayed and can be accessed by all the parties, arbitral tribunal and IIAM. The Dashboard will also provide access to web conferencing and online hearing of the arbitration process.
- (y) “Registrar” means the IIAM official assigned under these Rules who shall perform all the functions to be done by IIAM, as delegated by the Administrator.
- (z) “Reply to the Notice of Arbitration” means a reply issued by a party in response to the Notice of Arbitration.
- (aa) “Request for Arbitration” means the filing of a request to initiate recourse to arbitration under the Rules by the Claimant.
- (bb) “Scrutiny Board” means one or more arbitration experts, accredited under the IIAM Accreditation Rules, who shall scrutinise the draft award prepared by an arbitrator and have the power to suggest modifications as to the form of the award, procedural compliance, coherence of reasoning and, without affecting the arbitrator’s liberty of decision, also draw the attention of the arbitrator to the points of substance.
- (cc) “Seat/ Place of Arbitration” means the place agreed upon by the parties, which is designated as the jurisdictional place for the arbitration proceedings.

**Schedule 2**  
**INELIGIBILITY TO BE APPOINTED AS ARBITRATOR**

**Arbitrator's Relationship with the Parties or Counsel**

1. The arbitrator is an employee, consultant, advisor or has any other past or present business relationship with the party.
2. The arbitrator currently represents or advises one of the parties or an affiliate of one of the parties.
3. The arbitrator currently represents the lawyer or law firm acting as counsel for one of the parties.
4. The arbitrator is a lawyer in the same law firm which is representing one of the parties.
5. The arbitrator is a manager, director or part of the management, or has similar controlling influence, in an affiliate of one of the parties if the affiliate is directly involved in the matters in dispute in the arbitration.
6. The arbitrator's law firm had a previous but terminated involvement in the case without the arbitrator being involved himself or herself.
7. The arbitrator's law firm currently has a significant commercial relationship with one of the parties or an affiliate of one of the parties.
8. The arbitrator regularly advises the appointing party or an affiliate of the appointing party even though neither the arbitrator nor his or her firm derives a significant financial income therefrom.
9. The arbitrator has a close family relationship with one of the parties and in the case of companies with the persons in the management and controlling the company.

10. A close family member of the arbitrator has a significant financial interest in one of the parties or an affiliate of one of the parties.
11. The arbitrator is a legal representative of an entity that is a party in the arbitration.
12. The arbitrator is a manager, director or part of the management, or has a similar controlling influence in one of the parties.
13. The arbitrator has a significant financial interest in one of the parties or in the outcome of the case.
14. The arbitrator regularly advises the appointing party or an affiliate of the appointing party, and the arbitrator or his or her firm derives a significant financial income therefrom.

#### **Relationship of the Arbitrator to the Dispute**

15. The arbitrator has given legal advice or provided an expert opinion on the dispute to a party or an affiliate of one of the parties.
16. The arbitrator has previous involvement in the case.

#### **Arbitrator's Direct or Indirect Interest in the Dispute**

17. The arbitrator holds shares, either directly or indirectly, in one of the parties or an affiliate of one of the parties that is privately held.
18. A close family member of the arbitrator has a significant financial interest in the outcome of the dispute.
19. The arbitrator or a close family member of the arbitrator has a close relationship with a third party who may be liable to recourse on the part of the unsuccessful party in the dispute.

Explanation 1 – The term “close family member” refers to a spouse, sibling, child, parent or life partner.

Explanation 2 – The term “affiliate” encompasses all companies in one group of companies including the parent company.





**Schedule 3**  
**DISCLOSURE STATEMENT BY ARBITRATOR**

1. I am impartial and independent of each of the parties and intend to remain so and shall act in an unbiased manner, treating all parties with fairness, quality and respect.
2. My prior experience in arbitration is briefly as follows:
3. *[In case of no connection with any of the parties]*  
To the best of my knowledge, there are no circumstances, financial or personal interest, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties and the co-arbitrators, if any, of any such circumstances that may subsequently come to my attention during this arbitration.
4. *[In case of any connection with any of the parties]*  
To the best of my knowledge:
  - (a) My past and present professional, business and other relationships with the parties are as under (including whether the arbitrator has within the past three years been appointed as an arbitrator on two or more occasions by one of the parties or an affiliate of one of the parties) (list out):
  - (b) Any other relevant circumstances (list out):

I confirm that the above circumstances do not affect my independence and impartiality. I shall promptly notify the parties and the co-arbitrators, if any, of any such further relationships or circumstances that may subsequently come to my attention during this arbitration.
5. I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this arbitration diligently, efficiently and in accordance with the time limits under the IIAM Expedited Arbitration Rules.

**Schedule 4**  
**MODEL EXPEDITED ARBITRATION CLAUSE**

Parties to a contract who wish to have any future disputes referred to expedited arbitration under the IIAM Expedited Arbitration Rules may insert in the contract a clause in the following form:

“Any dispute, difference or controversy arising out of or in connection with this agreement, including any question regarding its existence, operation, termination, validity or breach thereof shall be referred to and finally resolved by arbitration as per the Arbitration & Conciliation Act, 1996\* and shall be conducted by the Indian Institute of Arbitration & Mediation, in accordance with their Expedited Arbitration Rules (“IIAM Expedited Arbitration Rules”) for the time being in force. The language of arbitration shall be English and the seat of arbitration shall be \_\_\_\_\_.”





The Rules applicable for expedited arbitration shall be IIAM Expedited Arbitration Rules made effective as on the date of commencement of arbitration



Access latest IIAM Expedited Arbitration Rules at:  
[www.arbitrationindia.com/pdf/rules\\_exp\\_arbitration.pdf](http://www.arbitrationindia.com/pdf/rules_exp_arbitration.pdf)

## Expedited Arbitration Rules of the **Indian Institute of Arbitration & Mediation**

For more details:

Email: [info@arbitrationindia.com](mailto:info@arbitrationindia.com)

[www.arbitrationindia.com](http://www.arbitrationindia.com) | [www.peacegate.in](http://www.peacegate.in)