Indian Council of Arbitration

Maritime Arbitration Rules
(as amended on April 1, 2004)

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Indian Council of Arbitration

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MARITIME ARBITRATION RULES
of
THE INDIAN COUNCIL OF ARBITRATION
(A mended as on April 1, 2004)

1. Objectives:
These Rules shall be called Maritime Arbitration Rules 2004 of the Indian Council of Arbitration. These Rules shall govern the conduct for domestic and international maritime arbitrations in India.

2. Definitions:
1) 'Council' means the Indian council of Arbitration.
2) 'Secretary' means the Secretary of the Indian council of Arbitration.
3) 'Committee' means the Maritime Arbitration Committee.
4) 'Panel' means the Panel of Arbitrators maintained by the Committee.
5) 'Party' shall include any individual, firm, company, Government, Government organisations or Government Undertakings.
6) 'Commercial Man' means, "any person who has commercial experience and knowledge in shipping and maritime practice".

3. Maritime Arbitration Committee:
(1) The Council shall constitute a Maritime Arbitration Committee. Such Committee shall consist of the nominees of the following:
   1. Indian Council of Arbitration 2 Nominees
   2. Ministry of Shipping 2 Nominees
   3. Ministry of Law & Justice 1 Nominee
   4. Indian National Shipowners’ Asson. 1 Nominee
   5. Shipping Corpn. Of India 1 Nominee
   6. New Delhi Shipbrokers’ Asson. 1 Nominee
   7. Representative of P & I Correspondents 1 Nominee
      (To be nominated by the President, ICA)
   8. Representative of Steamer Agents 1 Nominee
      (To be nominated by the President, ICA)
(2) Chairman of the Committee shall be the President or Sr. Vice President or Vice President of the Council and the Convener of the Committee shall be the Secretary of the Indian Council of Arbitration. The Committee shall meet at least twice in a year.

4. Functions of the Maritime Arbitration Committee:
The functions of the Committee shall be as follows:
1. Empanelment of arbitrators;
2. Provision of guidance to arbitrators and parties in the general conduct of arbitration;
3. Determination of the scales of arbitrator's fees, registration fees and administration charges from time to time;
4. Publication of arbitration awards;
5. In case of doubt, decide the applicability of these rules in relation to a dispute referred to it;
6. Appointment of the Arbitrator / Presiding Arbitrator when required;
7. Review of the progress of Maritime Arbitration Cases;

5. Panel of Arbitrators:
The Committee shall maintain a panel of Maritime Arbitrators, who are commercial men, as defined in these Rules and should have a stature and reputation in the maritime world as knowledgeable and impartial persons of integrity and objective approach.
The empanelled arbitrator may be removed from the Panel for any of the following reasons:
   a) he is an adjudged insolvent;
   b) he is convicted of an offence involving imprisonment;
   c) he has violated or not complied with adequately the Rules of the Maritime Arbitration Rules of the Council in conducting the proceedings;
   d) any person who is not appointed as Arbitrator for a continuous period of 5 years;
   e) any person who has conducted himself in a manner inconsistent with his position as an arbitrator in the Panel of Arbitrators of the ICA;
   f) those who do not satisfy any of the requirements contained in the Rules as amended with effect from April 1, 2004;
Before any action is taken, an opportunity will be given by a Sub Committee appointed by the Maritime Arbitration Committee, to the concerned arbitrator to be heard and the decision of the Maritime Arbitration Committee shall be final and binding in this behalf. All pending arbitration proceedings in which such an arbitrator is already appointed will continue till completion.

6. Law to Apply:
Any arbitration conducted under these rules shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any further amendments thereof.
7. **Scope of Application:**

These rules shall apply, inter alia, to maritime disputes in respect of following:

1. Interpretation of charterparty, any contract of affreightment and bills of lading;
2. Carriage of goods by sea;
3. Marine salvage, towage of vessels or other floating objects;
4. Damages arising out of collisions, groundings, fire or any such accidents whether in port or at sea, including damage to fix or floating objects at ports;
5. Interpretation of any shipping documents;
6. Ownership of vessels and aspects relation to lines and mortgages;
7. General Average, particular average and matters arising out of contracts of marine insurance;
8. Wreck removal and marine pollution;
9. Disputes relating to other matters connected with shipping and not mentioned above.

8. **Initiation of Arbitration:**

1. Any of the parties who have entered into an agreement for resolving disputes by arbitration under these rules may make a written request for arbitration to the Secretary. Such request shall include the following particulars:
   (1) the names and addresses of the parties to the arbitration;
   (2) copies of the contract in which the arbitration clause is contained;
   (3) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed;
   (4) a statement on such matters as the place of the arbitration the name(s) of Arbitrators on which the parties have already agreed in relation to the conduct of the arbitration, or with respect to which the requesting party wishes to make a proposal;
   (5) if the arbitration agreement calls for nomination of arbitrators by the parties the name and address and telephone and fax number of the claimants nominee.
   (6) Registration fee of 2,500/- (non-Refundable) for claim upto One crore and Rs. 5,000/- (non-Refundable) for claims more than one crore.

2. Copies of all claims, counter claims and other documents submitted to the Secretary shall be sent to the other party.

9. **Counter Claim and Reply to Counter Claim:**

The respondent may make a counter claim, if any, against the claimant provided the counter-claim arises under the same transaction as the original claim. The Arbitrators appointed to adjudicate upon the original claim shall also adjudicate upon the counter-claim.

10. **Nomination/Appointment of Arbitrators:**

1. For purpose of this rule appointment of an arbitrator implies nomination of the arbitrator by the party or parties and acceptance thereof by the arbitrator.

2. The number of arbitrators to hear the dispute shall be determined as under:
   a) Where the claim does not exceed Rs. One crore and the Arbitration Agreement does not specify otherwise, the reference shall be deemed to be a Sole Arbitrator, unless the parties to the dispute agree to refer the dispute to three arbitrators within 30 days from the date of notification of request for arbitration.
   b) Where the claim exceeds Rs. One crore and the Arbitration Agreement does not specify otherwise, the dispute will be heard and determined by three arbitrators, unless the parties to the dispute subsequently agree to refer the dispute to a sole arbitrator within 30 days from the date of notification of the request for arbitration.
   c) Where three arbitrators have to be appointed as per the above sub-rule and any of the parties to the dispute fail to make the necessary deposit towards the cost and expenses of arbitration instead of three arbitrators, the secretary may appoint a Sole Arbitrator irrespective of the value of the claim.

3. The number of arbitrators to hear dispute under these rules shall be either one or three where the parties fail to agree on a sole Arbitrator, then the three Arbitrators shall be determined as under:
   a) Each party shall appoint one Arbitrator.
   b) The party invoking the arbitration agreement for settlement of the dispute shall appoint an arbitrator from out of ICA maritime Panel of Arbitrators and give intimation and notice of the appointment to the other party, under intimation to the Secretary of the Council, calling upon the other party to appoint the second Arbitrator within 30 days from the receipt
of the request to do so. If the other party fails to appoint the second Arbitrator within 30 days or within the extended time agreed between the parties, the second Arbitrator will be appointed by the Maritime Arbitration Committee of the ICA.

c) The two Arbitrators, as appointed aforesaid shall appoint within a period of 30 days, the third Arbitrator who shall act as the Presiding Arbitrator. If the two Arbitrators, appointed by the parties, fail to agree on the third Arbitrator, the third Presiding Arbitrator shall be appointed by the Maritime Arbitration Committee of ICA.

(4) a) The parties will obtain the consent from the persons nominated by them as arbitrator and intimate the Council accordingly. In cases the parties fail to do so, the Secretary will obtain the consent from the persons nominated by the parties. After a person gives his consent for appointment as arbitrator, he will be duly intimated about his appointment to decide the dispute by a memo in writing under the hand of the Secretary about the constitution of the arbitral tribunal. The appointment of the arbitrator will take effect from the date of such initiation about the constitution of arbitral tribunal.

b) Before accepting his nomination the prospective arbitrator shall disclose any circumstances such as financial or personal interest in the outcome of the award, likely to disqualify him as an impartial or independent arbitrator. Upon receipt of such information, the Secretary shall disclose it to the parties, who if willing to proceed under the circumstances disclosed, shall advise the Secretary accordingly. If either party declines to waive the presumptive disqualification the prospective arbitrator shall be disqualified from acting as arbitrator and the vacancy so created shall be filled in accordance with these rules.

c) Any party shall have the right to challenge the appointment of an arbitrator on receipt of the notice of his appointment for reasons which disqualify him as an impartial or independent arbitrator. The challenge of an arbitrator shall be made within 30 days after his appointment has been communicated to the challenging party or within 30 days after his becoming aware of the reasons for which the challenge is made. Copies of the communication of challenge be sent to the other party and the arbitrator. The Maritime Arbitration Committee shall be the sole judge of the grounds of challenge and its decision shall be final and binding on the parties.

11. Submission of the case to the Arbitral Tribunal:

The Secretary shall send copies of claim statements, defence statement, counter claim and other documents received under Rule(8) from the parties to the dispute to the arbitrator(s) with a request to proceed with the arbitration and the arbitrator(s) shall be deemed to have entered on the reference on the day on which applications, defence statements, counter-claim, replies, documents etc. have been despatched to them. Intimation shall be given to the parties of the day on which the arbitrator(s) have entered on the reference.

When the party instituting a case desires to withdraw it before an arbitral tribunal has been constituted, the Secretary shall return to him any deposits made by him, after deducting such charges as he might have incurred in connection with the cases. The registration fee, however, shall not be refundable.

If the arbitration is terminated by the act or default of any parties after constituting of the arbitral tribunal and before the award is made, any fees, charges and expenses incurred by the Council shall be paid by the parties in such proportion as the arbitral tribunal shall determine.

12. Venue of Arbitration:

Venue for the arbitration under these Rules shall be any place in India. Where the claimant and respondent are unable to agree on a common venue, the venue shall be in New Delhi.

13. Language of proceedings:

All international arbitration proceedings shall be conducted in English language. If assistance of the interpreter during the proceedings is required, party concerned shall bear as cost. The interpreter shall be an independent person to be appointed by the Council.

14. Power of Arbitrators:

(1) Unless contrary intention is expressed in any arbitration agreement, the powers of the arbitrators shall include:

1. to call for all documents within the possession of the claimant
and respondent which may be required for this purpose;
2. to examine on oath or affirmation any witness;
3. to call for giving evidence by affidavits, if necessary;

(2) If the parties have reached an amicable settlement of the dispute or on any part thereof during of the arbitration proceedings, and if such parties request the arbitrator(s) to pronounce an award in terms of the amicable settlement, the arbitrator(s) shall give an award accordingly.

15. Conduct of Arbitration Proceedings:

Arbitration proceedings can be conducted on the basis of pleadings, documents and affidavits filed by the parties in dispute unless one of the parties expresses its desire in writing that the parties may be given an opportunity of appearance either personally or through their representatives/attorneys.

(1) Timings of the Arbitration session:

The date, time and place of hearing shall be fixed by arbitrators by giving a written notice of at least three weeks to the parties. Verbal notice of the next hearing can however be given at the time of the hearing itself. The arbitration session will go on day to day basis from 10.30 a.m. to 4.30 p.m. on working days including Saturdays once the hearing begins after completion of all the formalities. The arbitral tribunal shall not ordinarily adjourn a hearing at the request of any party, except where the circumstances are beyond the control of the party and the arbitral tribunal is satisfied that reasons and circumstances for the adjournment are justified. While granting an adjournment, the arbitral tribunal may make such orders regarding payment of costs by one or both the parties, as it deems fit and reasonable. The timings may be altered only on written consent of both the parties.

(2) Evidence:

Every party in an arbitration shall have a right to prove or substantiate his contentions through evidence, documentary or otherwise. If arbitrator(s) consider(s) necessary submission of additional evidence by the parties, they may issue directions accordingly. Witnesses produced by a party may be examined or cross examined. The parties may jointly request the arbitrators to allow them to submit the evidence/statements of witnesses by way of affidavits.

16. Optional Conciliation:

(1) The parties may opt for conciliation and request the arbitral tribunal before the commencement of the arbitration proceedings unless they have already agreed otherwise to settle their dispute through conciliation.

(2) Fast Track Arbitration:

The parties may opt for fast track arbitration and request the arbitral tribunal before the commencement of the arbitration proceeding to decide the reference in a fixed time frame of 3 to 6 months or any other time agreed between the parties, according to the Fast track arbitration, as under:

1. The arbitral tribunal will be authorized to decide the dispute on the written pleadings, documents and written submissions filed by the parties without any oral hearing.
2. The arbitral tribunal shall have power to call for any further information/clarification from the parties in addition to the pleadings and documents filed by them.
3. An oral hearing may be held if both the parties make a joint request or if the arbitral tribunal considers an oral hearing necessary in any particular case.
4. If an oral hearing is held the arbitral tribunal may dispense with any technical formalities and adopt such procedures as it deems appropriate and necessary for economic and expeditious disposal of the case.

17. The arbitral tribunal may proceed with the reference notwithstanding any failure by a party to comply with any of the directions of the arbitral tribunal or in the absence of any or both the parties who fail or neglect to attend at the time and place appointed by the arbitral tribunal, in spite of due notice of default.

18. (1) The arbitral tribunal may by the award dismiss the application or claim:

(a) if the claimant does not prosecute the arbitration proceedings or file the papers within the time granted.
(b) or neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Secretary.

(2) The arbitral tribunal may an ex-parte award:

(a) if the defendant neglects or refuses to appear or make his
defence or fails to file the papers within the time granted.

(b) or neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Secretary.

19. Arguments:
The parties shall be permitted to submit oral or written arguments to substantiate their cause. Written arguments shall be submitted within the time stipulated by arbitrators.

20. Award:
(1) The arbitral tribunal shall make the award as expeditiously as possible, preferably within six months from the date of the reference subject to the maximum limit of two years from the date of commencement of the arbitral proceedings. If necessary, the maximum limit of two years for making the award be extended by agreement between the parties to the dispute or by the Maritime Arbitration Committee.

(2) After the conclusion of the hearing of arguments and submission of documents including written arguments, if any by the parties, the arbitrator(s) shall submit their award to the Secretary as early as possible but not later than 30 days from the date of closing of the hearing. The arbitrator(s) shall state the reason upon which the award is based except when the parties have agreed that no reasons are required or the award is a compromise award.

(3) The arbitrator(s) may at their discretion pronounce an interim award indicating the necessity for the same.

(4) When an award has been made, the Secretary shall furnish a true copy of the award to the parties by registered post provided the arbitration costs have been fully paid to the Council by the parties or by one of them.

(5) The Council may publish or otherwise circulate any award made under this rule and in any Arbitration Journal, Magazine, Report etc.

21. Arbitration Fees and other Expenses:
(1) The Registration fee, Administrative expenses and Arbitrator’s fee shall be as per the scale prescribed by the Committee.

(2) The Secretary on receipt of the Statement of Claim shall indicate the amount of arbitration fees to be deposited by the Claimant and Respondent on provisional basis. The fee shall include registration fee, arbitration fee and the administrative expenses. The parties will be required to deposit the provisional fee within 30 days of the receipt of the intimation for deposit of fees. The arbitrator(s) shall not proceed with arbitral proceedings till the receipt of arbitration fees and other related expenses.

(3) Further if the Secretary and/or arbitrator(s) find that the provisional fees deposited by the parties is not sufficient to meet the expenses, they may direct the parties to deposit the additional fees with the Secretary.

22. Amendment of the Rules:
The Committee may review these rules and recommend amendments. The Council shall adopt the recommended amendments in consultation with the Ministry of Shipping.

23. Maritime Arbitration clause:
All parties desirous of making reference for maritime arbitration under these rule may provide following arbitration Clause in their contracts:

“All disputes arising under this charterparty shall be settled in India in accordance with the provisions of the Arbitration & Conciliation Act 1996 (No. 26 of 1996), and under the Maritime Arbitration Rules of the Indian Council of Arbitration. The Arbitrators to be appointed from out of the Maritime Panel of Arbitrators of the Indian Council of Arbitration. The arbitrators shall be commercial men”.

Notwithstanding the aforesaid it is open to parties, to make a reference to the Secretary by any other suitable provision in the contract, or by mutual consent or agreement for arbitration under these Rules.
Scale of Arbitrator Fees and Administrative fee prescribed by the Maritime Arbitration Committee under Rule 23 of the ICA Maritime Arbitration Rules.

(1) Registration Fee:
   The Registration fee shall be payable with regard to the amount in dispute in each case as under. The registration fee will not be refunded and becomes the property of the Council.
   Rs. 2,500/- upto Rs. One Crore claim.
   Rs. 5,000/- for more than Rs. One Crore Claim.

(2) Arbitrator's Fee and Administrative Fee
   The Arbitrator's fee and Administrative Fee (of ICA) will be fixed separately with regard to the amount in dispute including determined interest in each case, as under:
   Upto Rs 5,00,000 : Rs. 15,000/-
   From Rs. 5,00,001 to Rs. 10,00,000 : Rs. 25,000/-
   From Rs. 10,00,001 to Rs. 25,00,000 : Rs. 30,000/-
   From Rs. 25,00,001 to Rs. 50,00,000 : Rs. 35,000/-
   From Rs. 50,00,001 to Rs. 1,00,00,000 : Rs. 50,000/-
   Over Rs. 1,00,00,000 : Such amount exceeding to Rs. 50,000/- as may be fixed by the Tribunal in each case, as under:
   For the next Rs. 4 crores : 30% of the maximum for one crore i.e. 30% of Rs. 50,000/- per crore.
   For the next Rs. 5 crores : 20% of the maximum for one crore i.e. 20% of Rs. 50,000/- per crore.
   For the next Rs. 15 crores : 10% of the maximum for one crore i.e. 10% of Rs. 50,000/- per crore.
   For higher amounts : 5% of the maximum for one crore i.e. 5% of Rs. 50,000/- per crore.

ICA Code of Conduct

Preamble / Purpose/

Objective of the Code:

The main objective of the Indian Council of Arbitration (ICA) is to promote amicable and quick settlement of industrial and trade disputes through arbitration. Its Rules of Arbitration have recently been revised keeping in mind the provisions of the Arbitration and Conciliation Act, 1996. These Rules comparable to international expectation, provide for a standard expected by the trade for quick and just settlement of their disputes. It maintains a panel of arbitrators consisting of people from all walks of life - Retd. Judges, Advocates, Shipping Experts, Chartered Accountants, Chartered Engineers, Businessmen, Foreign Nationals and Executives having specialization in more than 20 fields. The Council has entered into arbitration service agreements with important foreign arbitral institutions in more than 40 countries to administer arbitration under their rules of arbitration if held in India.

The Council also provides arbitration services for settlement of maritime disputes arising out of charter party contracts and it has framed maritime arbitration rules for such disputes.

With a view to make arbitration Efficient, Simple, Just, User Friendly, Speedy, Trust worthy, Equitable, Serviceable and relatively Low Cost, this Code aims to establish a set of standards for Arbitration Committee, Arbitrators, Parties and Counsel and they are expected to conform to such standards while discharging their respective duties under the auspices of the Indian Council of Arbitration.

This code has been formulated in the wake of the fundamental principle that only an arbitral institution can guarantee the enforcement of such ethical norms, which is required at various stages of arbitration right from the appointment of an arbitrator till the rendering of an arbitration award. However, ad hoc arbitration can, as a self regulatory measure, adopt this code of conduct to generate confidence in the institution of arbitration in general. As this code evolves over the years, it would be a continuing objective to revise and update it from time to keep pace with International Standards.

The Code is set out in four parts:

Part I Code of Conduct for the Arbitration Committee.

Part II Code of Conduct for the Arbitrator.
Part III  Code of Conduct for the parties

Part IV  Code of Conduct for the Counsel.

Part I - Code of Conduct for the Arbitration Committee:

1.1) The members of the Arbitration Committee cannot be appointed as arbitrators during their term of office.

1.2) The Arbitration Committee, while appointing arbitrator/s in a case shall have regard to the following criteria:
   a) Nature of the dispute
   b) Availability of the Arbitrators,
   c) Identity of the parties
   d) Independence and impartiality of the arbitrator
   e) Any stipulation made in the Arbitration Agreement of the parties
   f) Past record of the Arbitrator

1.3) The Arbitration Committee may, in case of non-availability of an arbitrator of required skills and experience, consider a non-panelist for appointment. The above stated criteria shall apply in such case as well.

Part II - Code of Conduct for the Arbitrators:

2.1.1) This Code of Conduct shall apply to all Arbitrators on the Panel.

2.1.2) Every person nominated as an arbitrator in a case shall make disclosures as specified in the Arbitrators’ Declaration of Acceptance of Responsibility and Statement of Independence.

2.1.3) The Arbitrators are expected to conduct themselves in a manner consistent with the rules and the policies of the ICA.

2.1.4) The Arbitrator/s shall follow the Guidelines for expeditious conduct of Arbitration proceedings, annexed to the ICA Rules of Arbitration.

2.2) Duties of Arbitrators:

2.2.1) General:

2.2.1.1) To act with honesty, integrity, diligence and dignity to which the profession of dispute resolution is associated: the arbitrator shall-
   - Recognize a responsibility to the public, parties and to all other participants in the proceedings;
   - Not solicit appointment only if he believes that he is adequately competent and qualified, and can conduct the proceedings promptly;
   - Refrain himself from entering in to any kind of relationship with the parties or the counsel, while serving as an arbitrator, that is likely to affect his impartiality;
   - Not accept any gift or substantial hospitality, directly or indirectly from any party to the arbitration.

2.2.1.2) To disclose any interest or relationship with the parties: the Arbitrator shall have a continuing duty -
   - Disclose any direct or indirect financial or personal interest in the outcome of the arbitration;
   - Disclose any existing or past relationship or interest that might affect this impartiality or might create a reasonable apprehension of bias.

2.2.1.3) To be faithful to the relationship of trust and confidentiality inherent in his office: the arbitrator shall-
   - Not, at any time, use confidential information acquired during the Arbitration Proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another;
   - Keep all the information relating to the Proceedings confidential unless the parties otherwise agree or any law requires him to disclose.
   - Not disclose the decision in advance fo the time it is given to the parties.

2.3) Conduct of Proceedings:

2.3.1) To conduct the proceedings fairly and diligently: the arbitrator shall-
   - Adhere to the concepts of fairness, patience, courteousness, and equality;
   - Ascertain from the parties about the method of record of proceedings;
- Afford full opportunity to other Arbitrators, if any, in the case to participate in all aspects of the proceedings;
- Act within the scope of authority set out in the arbitration agreement;
- Follow the procedure, if any, set out in the agreement;
- Not discuss the case with any party in the absence of the other party unless otherwise provided for in the agreement or if the circumstances require him to do so.

Provided that a due notice is served and the substance of such meetings is promptly conveyed to the other party.

2.3.2) To conduct the proceedings as expeditiously as possible: the arbitrator shall-
- Prepare a timetable consistent with
  the rules of ICA, at the first meeting along with the parties fixing the periods for submission of statements, evidence, hearing, award etc;
- Strictly adhere to such timetable and no latitude or indulgence on such requirement should be entertained except for bona fide reasons to be recorded.
- Submit a performance statement reflecting the extent of conformity to the timetable, after the completion of every stage of proceedings.
- Not to allow any lapse of time in between the steps to be taken inter se as also between conclusion of such steps and the commencement of hearing, and to have as far as possible continuous hearing from day to day from Monday to Friday wherever required.

2.4) Others
2.4.1) Regarding the fee: the Arbitrator shall be governed by the pre-arranged fee structure of ICA, and shall not enter into any direct arrangement with the parties.
2.4.2) Decision-Making: the Arbitrator shall decide all matters justly, exercising independent judgement and should not permit outside pressure to effect the decisions. He shall also construct the award in a logical order, centered around the following principal elements:

- Brief summary of facts
- Disputes/issues referred to arbitration
- Averment of the parties on each of the issues
- Evidence led, if any.
- Statement, in respect of each point, of the applicable rule of Law and application of said rule to the issue being examined.
- Reasons for the award

Part III - Code of Conduct for the parties:

3.1) The parties shall maintain the dignity of Proceedings and shall act with honesty and diligence.
3.2) The parties shall follow the Guidelines for Expeditious Conduct of Arbitration Proceedings annexed to the ICA Rules of Arbitration.
3.3) The parties shall deposit the sum required by the Registrar within the stipulated time period.
3.4) The parties shall respond in a timely manner to reasonable requests for information from the arbitrator or other party/ies.
3.5) The parties shall strictly conform to the timetable (set out by the arbitrator in the first meeting) and submit all relevant documents and statements within the time period set out in the timetable.
3.6) The parties shall not extend any hospitality, directly or indirectly to the Arbitrator/s.
3.7) The parties shall pay the fees as agreed and their share of costs as specified in the Award.
3.8) The parties shall follow all orders/directions/rulings given by the arbitrator/s during the Proceedings.
3.9) The parties shall avoid any kind of dilatory tactics and shall make maximum/best/all possible efforts for an expeditious resolution of the dispute.

Part IV - Code of Conduct for the counsel:

4.1) The Counsel shall fully co-operate with the parties and the Arbitrator/s during the Arbitration Proceedings.
4.2) The Counsel shall be bound by the code of conduct prescribed by the Bar Council of India.
International Co-operation Agreements

The Council has established a high international profile and provides legal and arbitration facilities. ICA has signed cooperation agreements with 40 major arbitral centres around the world. India is a Signatory to the New York Convention.

1. The Board of Trade of Thailand.
3. The Yugoslav Chamber of Economy, Belgrade
4. The Bulgarian Chamber of Commerce & Industry, Sofia
5. The Chambers of Commerce and Industry of the Socialists Republic of Romania.
8. The Scottish Council of Arbitration
9. The Australian Centre for International Commercial Arbitration
10. The Nederlands Arbitrage Instituut, Rotterdam
11. The Arbitration Institute of the Stockholms Chamber of Commerce, Stockholm
12. The American Arbitration Association
13. The Danish Committee for International Arbitrators
14. The Permanent Arbitration Court of the Mauritius Chamber of Commerce and Industry
15. The Chamber of Commerce and Industry of the Russian Federation
16. The German Institution of Arbitration
17. The Cairo Regional Centre for International Commercial Arbitration
18. The Arbitration Court Attached to the Economic Chamber of the Czech Republic
19. The Swiss Arbitration Association
20. The Cameroonian Committee of Arbitration, Douala
21. Ghana Arbitration Centre
22. Greek Arbitration Association, Athens, Greece
23. The Tokyo Maritime Arbitration Commission of the Japan Shipping Exchange, Inc.
24. The Philippine Dispute Resolution Centre, Inc.
25. The Arbitration Centre of the Institute for the Development of Commercial Law & Practice Srilanka
26. The Association of Arbitrators, South Africa
27. The Chartered Institute of Arbitrators, London
28. The London Court of International Arbitration
29. The Chamber of National and International Arbitration of Milan
30. The Greek Arbitration Association, Athens, Greece
31. Mediterranean Arbitration Council Legal Seat, Milan, Italy
32. The Association of Arbitrators of Nigeria, Lagos, Nigeria
33. The WIPO Arbitration and Mediation Center World Intellectual Property Organization, Geneva Switzerland
34. The China International Economic and Trade Arbitration Commission
35. The Chartered Institute of Arbitrators, Kenya Branch
36. The Polish Arbitration Association, Poland
37. The GCC Commercial Arbitration Centre, Bahrain
38. The Bahrain Centre for International Commercial Arbitration (BACICA), Bahrain
39. The Federation of Bangladesh Chambers of Commerce & Industry, Dhaka
40. The Arbitration Association of the Republic of China
41. Hong Kong International Arbitration Centre, Hong Kong
42. Venice Chamber of National International Arbitration, Italy

Case No. _________________

M/s. ___________________ (Claimant) Vs. M/s. ___________________ (Respondent)

I, the undersigned,
Name ____________ Surname __________ hereby declare that I accept to serve as arbitrator under the ICA Rules of Arbitration in the instant case and I do not have financial or personal interest in the outcome of the Award which is likely to disqualify me to act as an impartial or independent arbitrator.

I further declare that I am / was no personally associated in any capacity with either of the parties. No circumstance exist which give rise to justifiable doubts about my independence or impartiality.

I have not rendered any opinion or advice in the matter in dispute to any party so far.

I shall act as an impartial and independent arbitrator and abide by the ICA Rules of Arbitration for expeditious conduct of the arbitration proceedings including:

a) Preparing a timetable consistent with the ICA Rules of Arbitration and strictly adhere to it except for bona fide reasons.

b) Holding Arbitration Proceedings continuously on day-to-day basis during office hours. (Para 11 of ICA Guidelines).

c) Requiring the parties to file Affidavits of all witnesses and to complete cross-examination of the dependent's witnesses on day-to-day basis (Para 12 of ICA Guidelines).

d) Requiring the parties to file written arguments after completion of the evidence to be followed by oral submissions (Para 13 of ICA Guidelines).

e) Not allowing adjournments of duly fixed hearing except for unavoidable and sufficient reasons to be recorded in the adjournment order (Para 14 of ICA Guidelines).

f) Making the Award within 15 days after the close of the hearings (Para 15 of ICA Guidelines)

DATE: ________________________________ (Signature)
PLACE: ________________________________

TELEPHONE: ___________________ FAX: ___________________
MOBILE NO. __________________ EMAIL: ___________________

PAN/GIR: ____________________________