

**DRAFT ARBITRATION RULES
FOR CONTRACT FOR HYDRO-POWER PROJECTS**

(DRAFT)

Rule 1

1. Scope of Application

- 1.1 Where any agreement, submission or reference provides for arbitration at the CONTRACTS FOR HYDRO-POWER PROJECTS, or under the Arbitration Rules of the _____ Arbitral Institution and where the case is a domestic arbitration as defined in Rule 2, the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with the following Rules, or such Rules as amended by the _____ Arbitral Institution where the amendments take effect before the commencement of the arbitration.
- 1.2 Where any agreement, submission or reference provides for arbitration at the _____ Arbitral Institution or under the Arbitration Rules of the _____ Arbitral Institution and where the case is an international arbitration as defined in Rule 2, the parties shall be taken to have agreed that the arbitration shall be conducted in “New Delhi” in accordance with the Arbitration Rules of the _____ Arbitral Institution for the time being in force.
- 1.3 Any question as to whether a case is to be treated as a domestic arbitration or an international arbitration for the purpose of these Rules and falls to be arbitrated and administered under these Rules or should be arbitrated and administered under the _____ Arbitral Institution Rules is determined by the Chairman of the _____ Arbitral Institution, whose decision is final and is not subject to appeal or review.

Rule 2

2. Definitions

- 2.1. These Rules shall be referred to as “_____ Arbitration Rules”.
- 2.2. In these Rules:

“Act” means the ‘Arbitration and Conciliation Act 1996’ of India and any statutory modifications or re-enactments thereof.

“Arbitral Institution” means the _____.

“_____ Arbitrator Panel” means the list of persons admitted to serve as arbitrators under these Rules.

“Chairman” means the Chairman of the _____ Arbitral Institution.

“Domestic arbitration” is an arbitration which does not fall within the definition of international arbitration as defined in this Rule.

“International arbitration” is an arbitration where at least one of the parties is: -

- (i) an individual who is a national of, or habitually resident in, any country other than India; or
- (ii) a body corporate which is incorporated in any country other than India; or
- (iii) a company or an association or a body of individuals whose central management and control is exercised in any country other than India; or
- (iv) the Government of a country or state other than India.

“Registrar” means the Registrar of _____ Arbitral Institution and includes an Assistant Registrar.

Rules mean the Arbitration Rules of the _____ Arbitral Institution

“Tribunal” means either a sole arbitrator or all arbitrators when more than one is appointed.

Rule 3

3. Notice, Calculation of Periods of Time

- 3.1. For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing

address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.

- 3.2. For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.
- 3.3. Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, email or any other means of electronic transmission effected to a number, address or site of a party.
- 3.4. The transmission is deemed to have been received on the day of transmission.

Rule 4

4. Commencement of Arbitration

- 4.1. Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Registrar and serve on the other party ("the Respondent"), a written Notice of Arbitration ("the Notice of Arbitration") which shall include the following:
 - a. a request that the dispute be referred to arbitration;
 - b. the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute;
 - c. a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a copy of the arbitration clause or arbitration agreement;
 - d. a reference to the contract out of which the dispute arises and provide a copy of the contract where possible;
 - e. a brief statement describing the nature and circumstances of the dispute;
 - f. the relief or remedy sought, including the amount of claim if quantifiable at the time the Notice of Arbitration is filed;

g. a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and

h. the name of the Claimant's nominated arbitrator.

4.2. A filing fee of Rs. _____ is payable at the time of filing the Notice of Arbitration.

4.3 The date of filing of the Notice of Arbitration with the Registrar is the date of commencement of the arbitration for the purpose of these Rules.

Rule 5

5. Response by Respondent

5.1. Within 14 days of receipt of the Notice of Arbitration, the Respondent shall file with the Registrar and serve on the Claimant, a Response including:

a. a confirmation or denial of all or part of the claims;

b. brief statement of the nature and circumstances of any envisaged counterclaims;

c. a comment in response to any proposals contained in the Notice of Arbitration; and

d. the name of the Respondent's nominated arbitrator.

5.2. A filing fee of Rs. _____ is payable at the time of filing the Response.

Rule 6

6. Filing of Case Statements

6.1. Within 30 days after the filing of the Notice of Arbitration, the Claimant must file with the Registrar and serve on the Respondent, a Statement of Claimant's Case.

6.2. Within 30 days after the Service of the Statement of Claimant's Case, the Respondent must file with the Registrar and serve on the

Claimant, a Statement of Respondent's Defence and Counterclaim (if any).

- 6.3. Within 30 days after the Service of the Statement of Respondent's Defence, if the Claimant intends to challenge anything in the Statement of Respondent's Defence and/or Counterclaim, the Claimant must then file with the Registrar and serve on the Respondent, a Statement of Claimant's Reply and if necessary, Defence to Counterclaim.
- 6.4. No further case statements may be filed without the leave of the Tribunal or if a Tribunal has not been appointed, the Registrar.
- 6.5. The Tribunal or if a Tribunal has not been appointed, the Registrar, may upon the written application of a party, extend the time limits provided under this Rule.
- 6.6. The party required to file a case statement must at the same time deposit with the Registrar for eventual transmission to the Tribunal an additional copy or additional copies of the case statement, according to the number of arbitrators constituting or who will constitute the Tribunal.

Rule 7

7. Contents of Case Statements

- 7.1. The case statements must contain the fullest possible particulars of the party's claim, defense or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.
- 7.2. It must:
 - a. set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations.
 - b. state fully its reasons for denying any allegation or statement of the other party.
 - c. state fully its own version of events if a party intends to put forward a version of events different from that given by the other party.
- 7.3. A case statement must be signed by or on behalf of the party making it.

Rule 8**8. Default in Filing and Serving Case Statements**

- 8.1. If the Claimant fails within the time specified under these Rules or as may be fixed by the Tribunal or by the Registrar, to submit its Statement of Case, the Tribunal or if a Tribunal has not been appointed, the Registrar, may issue an order for the termination of the arbitral proceedings or make such other directions as may be appropriate in the circumstances.
- 8.2. If the Respondent fails to submit a Statement of Respondent's Defence, the Tribunal may nevertheless proceed with the arbitration and make the award.

Rule 9**9. Further Written Statements**

- 9.1. The Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.
- 9.2. All such further statements must be given to the Tribunal, filed with the Registrar and served on the Claimant or Respondent, whichever is applicable.

Rule 10**10. _____ Arbitral Institution to Provide Assistance**

- 10.1. At the request of the Tribunal or either party, the Registrar will render such assistance as is required for the conduct of the arbitration, including arranging for facilities, suitable accommodation for sittings of the Tribunal, secretarial assistance or interpretation.
- 10.2. Any additional expense incurred or to be incurred for any such arrangements shall be borne by the parties.

Rule 11**11. Appointment of Tribunal**

- 11.1. The disputes shall be decided by a sole arbitrator or by three arbitrators.
- 11.2. Unless the parties have agreed otherwise or unless it appears to the Registrar that the dispute warrants the appointment of three arbitrators, a sole arbitrator shall be appointed.
- 11.3. If a sole Arbitrator is to be appointed, the Chairman will appoint the Arbitrator within 21 days from the date the Respondent's Statement of Defence and Counterclaim (if any) is filed or falls due, whichever earlier. The Chairman is not bound to appoint any of the names nominated by the parties.
- 11.4. If 3 arbitrators are to be appointed, the name of the candidate proposed by each party in the Notice of Arbitration and the Response shall constitute the parties' nomination. If a party fails to make a nomination, the Chairman may proceed to appoint the arbitrator on its behalf. The third arbitrator, who would be the presiding arbitrator, shall be appointed by the Chairman.
- 11.5. An arbitrator to be appointed under these Rules shall be a person on the _____ Arbitral Institution's Arbitration Panel as at the date of the appointment.

Rule 12**12. Multi-party Appointment of the Tribunal**

- 12.1. If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for appointing the Tribunal within 21 days of the receipt of the Notice of Arbitration.
- 12.2. If the parties are unable to do so, upon the lapse of the 21 day time period mentioned herein, the Tribunal shall be appointed by the Chairman as soon as practicable.

Rule 13**13. Appointment of Substitute Arbitrator**

In the event of the death or resignation of any of the arbitrators, a substitute arbitrator must be appointed by the same procedure as in Rule 11 by which the arbitrator concerned was appointed, failing which, the Chairman will make the appointment.

Rule 14**14. Independence and Impartiality of the Tribunal**

- 14.1. The Tribunal conducting arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
- 14.2. A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to its impartiality or independence.
- 14.3. An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 14.2 to the Registrar and/or to all parties.

Rule 15**15. Challenge of Arbitrators**

- 15.1. An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence.
- 15.2. An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties.
- 15.3. A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.
- 15.4. A party who intends to challenge an arbitrator shall file with the Registrar and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.
- 15.5. The Notice of Challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 15.1 became known to that party.

- 15.6. The Notice of Challenge must state the reasons for the challenge.
- 15.7. The arbitration shall be suspended until the challenge is resolved or decided upon.
- 15.8. When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 11 read with Rule 13, shall be used for the appointment of a substitute arbitrator.

Rule 16

16. Decision on Challenge

- 16.1. If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made by the Chairman.
- 16.2. If the Chairman sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 11 read with Rule 13. If the Chairman dismisses the challenge, the arbitrator shall continue with the arbitration.
- 16.3. The Chairman's decision shall be final and shall not be subject to appeal.

Rule 17

17. Removal of the Tribunal

- 17.1. The Chairman may, on the application of a party, remove an arbitrator:
 - a. who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or
 - b. who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award.

- 17.2. The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.
- 17.3. Upon the removal of the arbitrator, a substitute arbitrator shall be appointed in accordance with Rule 11 read with Rule 13.
- 17.4. The Chairman's decision on the application is final and is not subject to appeal or review.

Rule 18

18. Re-hearing in the Event of the Replacement of the Tribunal

If the sole or presiding Arbitrator is replaced, there shall be a re-hearing. If any other arbitrator is replaced, such re-hearing may take place at the discretion of the Tribunal.

Rule 19

19. Jurisdiction of the Tribunal

- 19.1 The Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.
- 19.2 A plea that the Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defence. A plea that the Tribunal is exceeding the scope of its authority shall be raised promptly after the Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the appointment of an arbitrator.
- 19.3 The Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.
- 19.4 In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Tribunal shall have jurisdiction to

determine any question of law arising in the arbitration; proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.

Rule 20

20. Applicable law, *amiable compositeur*

- 20.1. Where the arbitration is a 'domestic arbitration' as defined in Rule 2, the Tribunal shall decide the dispute in accordance with the substantive law for the time being in force in India.
- 20.2. Where the arbitration is an 'international arbitration' as defined in Rule 2, the Tribunal shall apply the law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.
- 20.3. The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorized it to do so and if the law applicable to the arbitral procedure permits such arbitration.
- 20.4. In all cases, the Tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

Rule 21

21. Transmission of File to the Tribunal

- 21.1. The Registrar shall, as soon as practicable transmit to the Tribunal, a file containing the Notice of Arbitration, the Response and all case statements to the Tribunal.
- 21.2. The Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a timetable for steps to be taken in the arbitration and for the hearing of the arbitration.

Rule 22**22. Juridical Seat of Arbitration**

- 22.1 Unless otherwise agreed by the parties, where the arbitration is a 'domestic arbitration' as defined in Rule 2, the juridical seat of arbitration shall be New Delhi, India.
- 22.2 Unless otherwise agreed by the parties, where the arbitration is an 'international arbitration' as defined in Rule 2, the juridical seat of arbitration shall be New Delhi.
- 22.3 Notwithstanding Rules 22.1 and 22.2, the Tribunal may, unless otherwise agreed by the parties, hold hearings and meetings anywhere convenient, subject to the provisions of Rule 28.2.

Rule 23**23. Language of Arbitration**

- 23.1. Subject to any agreement by the parties, the Tribunal shall, within 7 days after its appointment, determine the language or languages to be used in the proceedings. In the absence of agreement or determination, the language shall be English.
- 23.2. This determination shall apply to the entire arbitration proceedings, including but not limited to, the Statement of Claimant's Case, the Statement of Respondent's Defence, and any further written statements or other communications.
- 23.3. The Tribunal, or if the Tribunal has not been established, the Registrar, may order a party to submit a translation if a document is drawn up in a language other than the language(s) of the arbitration without a translation.

Rule 24**24. Interpreters**

- 24.1. If required, one or both of the parties may appoint an interpreter with the leave of the Tribunal.
- 24.2. The interpreter shall be independent of both parties and the party appointing the Interpreter shall pay for the interpreter's fees.
- 24.3. If the interpreter is appointed by both parties, the fees will be shared by both parties in such proportion as the Tribunal may determine.

Rule 25**25. Conduct of the Proceedings**

The Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute.

Rule 26**26. Communications between Parties and the Tribunal**

- 26.1. Where the Tribunal sends any written communication to one party, it shall send a copy to the other party or parties as the case may be.
- 26.2. Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Tribunal that the same has been so copied.
- 26.3. The addresses of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Tribunal and the other party or parties, whichever is applicable.
- 26.4. All correspondence between the parties and the Tribunal shall be copied to the Registrar.

Rule 27**27. Party Representatives**

Any party may be represented by legal practitioners or any other representatives, subject to such proof of authority as the Tribunal may require. The names and addresses of such representatives must be notified to the other party or parties.

Rule 28**28. Hearings**

- 28.1. Unless the parties have agreed on documents-only arbitration, the Tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.

- 28.2. The Tribunal shall fix the date, time and place of any meetings and hearings in the arbitration, and shall give the Parties reasonable notice thereof.
- 28.3. Prior to the hearing, the Tribunal may provide the Parties with a list of matters or questions to which it wishes them to give special consideration.
- 28.4. In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Tribunal may proceed with the arbitration and may make the Award after the party present has submitted evidence to prove its case.
- 28.5. All meetings and hearings shall be in private unless the parties agree otherwise.

Rule 29

29. Documents Only Arbitration

- 29.1. The dispute may be decided without an oral hearing if it is so agreed by the parties.
- 29.2. Where the parties agree to dispense with oral hearing, the Tribunal must be promptly informed by either of the parties, as soon as is practicable. The Tribunal must also be promptly informed if, at a later stage, the parties or either of them intends to apply for an oral hearing.

Rule 30

30. Witnesses

- 30.1. The Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call.
- 30.2. No party shall call any expert witness without the leave of the Tribunal.
- 30.3. Any witness who gives evidence may be questioned by each party or its representative subject to any rulings made by the Tribunal.
- 30.4. A witness may be required by the Tribunal to testify under oath or affirmation.

- 30.5. Subject to such order or direction which the Tribunal may make, the testimony of witnesses may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits.
- 30.6. Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether.
- 30.7. The Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.

Rule 31

31. Experts Appointed by the Tribunal

- 31.1. Unless otherwise agreed by the parties, the Tribunal may:
 - a. appoint one or more experts to report to the Tribunal on specific issues;
 - b. require a party to give any such expert any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.
- 31.2. Unless otherwise agreed by the parties, if a party so requests or if the Tribunal deems it fit, the expert shall, after delivery of his written or oral report, participate in an oral hearing, at which the parties may question him and present expert witnesses in order to testify on the points at issue.
- 31.3. Rule 31.2 shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Tribunal to advise solely in relation to procedural matters.

Rule 32

32. Closure of Hearings

- 32.1. The Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, declare the hearings closed.
- 32.2. The Tribunal may also, in view of exceptional circumstances, reopen the hearings at any time before the award is made.

Rule 33**33. Additional Powers of the Tribunal**

- 33.1. In addition to the powers conferred by the Act, the Tribunal shall also have the power to:
- a. allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims;
 - b. extend or abbreviate any time limits provided by these Rules;
 - c. conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
 - d. order the parties to make any property or thing available for inspection;
 - e. order any parties to produce to the Tribunal, and to the other parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Tribunal determines to be relevant;
 - f. make orders or give directions to any party for interrogatories;
 - g. make orders or give directions to any party for an interim injunction or any other interim measure;
 - h. make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.
- 33.2. If the parties so agree, the Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a single Final Award determining all disputes between them.

Rule 34**34. Deposits to Costs and Expenses**

- 34.1. The Tribunal's fees and _____ Arbitral Institution's administration fees shall be ascertained in accordance with the Schedule of Fees in force at the time of commencement of the arbitration.

- 34.2. The Claimant shall deposit with the _____ Arbitral Institution one-half of the fees payable at the time of filing of the Statement of Case. The Respondent shall deposit with the _____ Arbitral Institution one-half of the fees payable at the time of filing the Statement of Respondent's Defence and Counterclaim. The balance of fees payable shall be paid 60 days before the date of the final hearing or on such other date that the Registrar may direct.
- 34.3. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Registrar will make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available. If the arbitration is settled or disposed of without a hearing, the amount of the Tribunals' fees and _____ Arbitral Institution's administration fees shall be finally determined by the Registrar, who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed of.
- 34.4. The Registrar may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties.
- 34.5. All deposit(s) shall be made to and held by the _____ Arbitral Institution. Any interest which may accrue on such deposit(s) shall be retained by the _____ Arbitral Institution.
- 34.6. If a party fails to make the payments or deposits required or directed, the Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine claims or counterclaims by any party who has complied with orders.
- 34.7. The parties shall remain jointly and severally liable to the _____ Arbitral Institution for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.

Rule 35**35. Decision Making by the Tribunal**

- 35.1. Where a Tribunal has been appointed, any direction, order, decision or award of the Tribunal must be made by the whole Tribunal or a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.
- 35.2. If there is no unanimity or majority, the same shall be made by the presiding arbitrator alone as if acting as a sole arbitrator.
- 35.3. However, in the case of a three-member Tribunal the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.

Rule 36**36. The Award**

- 36.1 Unless the Registrar extends the time or the parties agree otherwise, the Tribunal shall make its Award in writing within 45 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and shall be signed by the arbitrator or arbitrators.
- 36.2 The Tribunal may make interim awards or separate awards on different issues at different times.
- 36.3 All awards must be submitted by the Tribunal to the Registrar and they shall be issued through the Registrar.
- 36.4 The Tribunal must deliver to the Registrar number of originals of the award sufficient for the parties and for filing with the Registrar.
- 36.5 The Registrar shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Tribunal and to the _____ Arbitral Institution.
- 36.6 By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.

Rule 37**37. Additional Award**

- 37.1. Within 30 days after the receipt of the award, either party, with notice to the Registrar and the other party, may request the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
- 37.2. If the Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 60 days after the receipt of the request.

Rule 38**38. Correction of Awards**

- 38.1. Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Registrar and the other party request the Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature.
- 38.2. If the Tribunal considers the request to be justified, it shall make the correction(s) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.
- 38.3. The Tribunal may correct any error of the type referred to in Rule 38.1 on its own initiative within 30 days of the date of the Award.

Rule 39**39. Settlement**

- 39.1. If, before the Award is made, the parties agree on a settlement of the dispute, the Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Tribunal is not obliged to give reasons for such an award.
- 39.2. The parties shall:

- a. notify the Tribunal and the Registrar immediately if the arbitration is settled or otherwise terminated;
- b. make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the _____Arbital Institution and the Tribunal.

39.3. If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 39.1, before the award is made, the Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.

39.4. Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Tribunal, shall be communicated by the Tribunal to the parties through the Registrar.

Rule 40

40. Interest

The Tribunal may award interest on any sum awarded at such rate or rates and in respect of such period or periods ending not later than the date of the award as the Tribunal considers just.

Rule 41

41. Costs

41.1. The Tribunal shall specify in the final Award, the costs of the arbitration and decide which party shall bear them and in what proportion they shall be borne.

41.2. In this Rule, "costs of the arbitration" shall include:

- a. The fees and expenses of the Tribunal and the administration fees of the _____Arbital Institution as determined by the Registrar in accordance with the Schedule of Fees;
- b. The costs of tribunal appointed experts or of other assistance rendered; and
- c. All expenses which are reasonably incurred by the _____Arbital Institution in connection with the arbitration.

- 41.3. The Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc) of one party shall be paid by the other party.

Rule 42

42. Waiver

A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing to such non-compliance shall be deemed to have waived its right to object.

Rule 43

43. Confidentiality

- 43.1. The parties and the Tribunal must at all times treat all matters relating to the arbitration (including the existence of the arbitration) and the award as confidential. A party or any arbitrator must not, without the prior written consent of the other party or the parties, as the case may be, disclose to a third party any such matter except:
- a. for the purpose of making an application to any competent court;
 - b. for the purpose of making an application to the courts of any State to enforce the award;
 - c. pursuant to the order of a court of competent jurisdiction;
 - d. in compliance with the provisions of the laws of any State which is binding on the party making the disclosure; or
 - e. in compliance with the request or requirement of any regulatory body or other authority which, if not binding, nonetheless would be observed customarily by the party making the disclosure.
- 43.2. The _____ Arbitral Institution may publish any award made under these Rules in any form provided that the names or identities of the parties shall not be disclosed without the written consent of all the parties to the dispute.

Rule 44**44. Exclusion of Liability**

- 44.1. The Tribunal, the Chairman, the _____ Arbitral Institution and any of its officers, employees or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.
- 44.2. After the Award has been made and the possibilities of correction and additional Awards have lapsed or been exhausted, neither the Tribunal nor the Chairman shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the Chairman or the _____ Arbitral Institution and any of its officers a witness in any legal proceedings arising out of the arbitration.

Rule 45**45. General Provisions**

- 45.1 In all matters not expressly provided for in these Rules, the Chairman, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.
- 45.2 The Registrar may from time to time issue Practice Notes on the implementation of these Rules.

Rule 46**46. Amendment to Rules**

These Rules may from time to time be amended by the Chairman acting on the advice of the Executive Committee of the _____ Arbitral Institution.