



GIMAC

ARBITRATION RULES 2026



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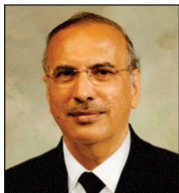
GUJARAT INTERNATIONAL MARITIME ARBITRATION CENTRE (GIMAC)

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Acknowledgement

We express our sincere appreciation to the following distinguished members for their valuable guidance and contributions to the GIMAC Rules:



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INTRODUCTION

Introduction

The Gujarat International Maritime Arbitration Centre (the “GIMAC”) is established under the aegis of the Gujarat Maritime University as an international independent arbitration centre with a mission to organize and manage both domestic and international arbitrations, mediations, expert determinations and dispute boards seated in India and/or outside India relating to ports, maritime and shipping sector as well as commercial disputes pertaining to sectors other than those related to maritime & shipping sector.

GIMAC shall provide a uniform regime to ensure just, cost effective and time-bound resolution of disputes.

The GIMAC Arbitration Rules 2026 (“GIMAC Arbitration Rules”) takes effect from 16th February, 2026.

GIMAC Model Arbitration Agreement Clause

Any dispute, controversy, difference or claim arising out of or in connection with or relating to the contract, including any question regarding its existence, interpretation, performance, breach, termination or validity thereof, as well as any non-contractual claims, shall be referred to and finally resolved by arbitration administered by the Gujarat International Maritime Arbitration Centre (the “GIMAC”) in accordance with the Arbitration Rules of the GIMAC (the “GIMAC Arbitration Rules”), which rules are deemed to be incorporated by reference in this clause.

- The seat of the Arbitration shall be [GIFT City (Gandhinagar), Gujarat, India] *
- The Tribunal shall consist of [one/three] arbitrator(s) **
- The language of the Arbitration shall be [English] ***
- This contract is governed by the laws of _____ ****
- The law governing the arbitration clause/submission agreement shall be of [...].****

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to GIFT City (Gandhinagar), Gujarat, India, the Parties shall replace the relevant portion with such alternative city and country of choice [e.g. “(City, Country)”]

** Either select one or three

*** Parties should specify the language of arbitration of their choice. If the parties wish to select an alternative language to English, the Parties shall replace [English] with the language of choice

**** State the country or jurisdiction

GIMAC Model Submission Agreement Clause

If the contract does not contain an existing agreement between the Parties to arbitrate, and the Parties have agreed to arbitrate in accordance with the GIMAC Arbitration Rules by way of a submission agreement, or wish to substitute an existing arbitration clause for one referring the dispute to arbitration under the GIMAC Arbitration Rules, the Parties may adopt the following Model Submission Agreement:

“The Parties hereby agree to refer any dispute, controversy, difference or claim arising out of or in connection with or relating to the contract dated, including its existence, interpretation, performance, breach, termination or validity thereof, as well as any non-contractual claims, to be finally determined by arbitration administered by the Gujarat International Maritime Arbitration Centre (the “GIMAC”). Such arbitration shall be administered by the GIMAC in accordance with the Arbitration Rules of the GIMAC (the “GIMAC Arbitration Rules”) in force at the time of the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause.”

- The seat of the Arbitration shall be [GIFT City (Gandhinagar), Gujarat, India] *
- The Tribunal shall consist of [one/three] arbitrator(s) **
- The language of the Arbitration shall be [English] ***
- This contract is governed by the laws of _____ ****
- The law governing the arbitration clause/submission agreement shall be of [...].****

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to GIFT City (Gandhinagar), Gujarat, India, the Parties shall replace the relevant portion with such alternative city and country of choice [e.g. “(City, Country)”]

** Either select one or three

*** Parties should specify the language of arbitration of their choice. If the parties wish to select an alternative language to English, the Parties shall replace [English] with the language of choice

**** State the country or jurisdiction

GIMAC Expedited Procedure Model Clause

Any dispute, controversy, difference or claim arising out of or in connection with or relating to the contract, including any question regarding its existence, interpretation, performance, breach, termination or validity thereof, as well as any non-contractual claims, shall be referred to and finally resolved by arbitration administered by the Gujarat International Maritime Arbitration Centre (the “GIMAC”) in accordance with the Arbitration Rules of the GIMAC (the “GIMAC Arbitration Rules”), which rules are deemed to be incorporated by reference in this clause.

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 15 of GIMAC Arbitration Rules.

- The seat of the Arbitration shall be [GIFT City (Gandhinagar), Gujarat, India] *
- The Tribunal shall consist of a sole arbitrator
- The language of the Arbitration shall be [English] **
- This contract is governed by the laws of _____ ***
- The law governing the arbitration clause/submission agreement shall be of [...].***

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to GIFT City (Gandhinagar), Gujarat, India, please replace with the city and country of choice [e.g. “(City, Country)”] [DD Note: Replicate the same changes as above, subject to approval]

** Parties should specify the language of arbitration of their choice. If the parties wish to select an alternative language to English, please replace [English] with the language of choice

*** State the country or jurisdiction

GIMAC As Appointing Authority

If any party/(s) wishes to engage GIMAC as the appointing authority in an ad hoc arbitration, we recommend that they adopt the following provision in their arbitration agreement:

“The appointing authority shall be the Gujarat International Maritime Arbitration Centre (the “GIMAC”).”



PART-I

GIMAC ARBITRATION RULES 2026

Chapter I - Introductory Rules

Rule 1 - General Provisions

- 1.1 These Rules shall be known as the GIMAC Arbitration Rules, 2026.
- 1.2 These Rules shall come into force on 16th February, 2026 and shall apply to any arbitration which commences on or after this date, unless the parties have agreed otherwise.
- 1.3 Where parties have agreed to refer their disputes to GIMAC for arbitration (whether before or after a dispute has arisen) or under GIMAC Arbitration Rules, the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules or (unless the parties have agreed otherwise) such amended rules as GIMAC may have adopted hereafter and may be in effect on the date of commencement of the arbitration, and that such Rules have been incorporated by reference into their agreement.
- 1.4 The use of any third-party funding to finance a Party's share of the costs of the arbitration shall not affect nor preclude the adoption of the GIMAC Arbitration Rules in an arbitration, unless provided otherwise by a relevant law or an order of any court of competent jurisdiction.
- 1.5 If any of these Rules are in conflict with a mandatory provision of law applicable to the arbitration or the arbitration agreement from which the parties cannot derogate, such mandatory provision shall prevail.

Rule 2 - Definitions

- 2.1 In these Rules, unless the context requires otherwise, the words and expressions shall have the meaning set forth as below:
 - i. "Act" means the Arbitration and Conciliation Act, 1996 of India as may be amended from time to time, unless otherwise decided by the parties;

- ii. “Arbitration” means proceedings initiated under GIMAC Arbitration Rules 2026, including but not limited to ad hoc arbitration;
- iii. “Additional Party” means a party who is the subject of an application for joinder in accordance with Rule 10;
- iv. “Award” includes, inter alia, an interim, partial or final award and an award of an Emergency Arbitrator;
- v. “President” means the President of the Council and includes a Vice-President;
- vi. “Claim” or “claims” include any claim by any party against any other party/parties, it being understood that a counter claim shall be treated as an independent claim.
- vii. “Claimant” includes one or more claimants;
- viii. “Committee of the GIMAC Council” means a committee consisting of not less than two members of the Council appointed by the President (which may include the President);
- ix. “Emergency Arbitrator” means an arbitrator appointed in accordance with Rule 12;
- x. “GIMAC” means The Gujarat International Maritime Arbitration Centre;
- xi. “GIMAC Council” means the Council of Arbitration of GIMAC and includes a Committee of the Council;
- xii. “GIMAC Portal” means The case management system hosted by GIMAC and accessible at www.gimac.in;
- xiii. “GIMAC Secretariat” means the case management team of GIMAC;
- xiv. “Party” or “parties” include claimant(s), respondent(s), or additional party(ies);
- xv. “Registrar” means the Registrar of the Council acting under the supervision and instructions of the President, and includes any Deputy Registrar / Assistant Registrar,
- xvi. “Respondent” includes one or more respondents;
- xvii. “Rules” shall mean the GIMAC Arbitration Rules 2026, as may be amended from time to time;
- xviii. “Schedules” means Schedule 1, Schedule 2 and Schedule 3 of these Rules and any additional schedules as may be published by GIMAC from time to time;

- xix. "Schedule of Fees" means The GIMAC Schedule of Fees in force at the date of commencement of the arbitration;
- xx. "Seat" refers to the legal jurisdiction chosen by the Parties or determined by the Arbitral Tribunal as applicable to a given dispute in the arbitration proceedings;
- xxi. "Tribunal" includes one or more arbitrators, and includes any arbitral tribunal including an Emergency Arbitrator constituted under these Rules;
- xxii. "Venue" means any place where the Tribunal may hold hearings, deliberations and meetings by any means it considers expedient or appropriate, including but not limited to video conferences, and at any location it considers convenient or appropriate, for the purposes of the conduct of the arbitration proceedings.

Notes:

- i. Any pronoun shall be understood to be gender-neutral; and
- ii. Any singular noun shall be understood to refer to plural in appropriate circumstances.

Rule 3 - GIMAC Council

- 3.1 The Council of Arbitration of the Gujarat International Maritime Arbitration Centre (hereinafter referred to as "GIMAC Council" or "Council") is an independent governing body of the GIMAC established under the rules of the Gujarat Maritime University (the "GMU").
- 3.2 The Council shall administer the resolution of disputes by Tribunals in accordance with these Rules. The Council shall be the only body authorized to administer arbitrations under these Rules.
- 3.3 The President of the Council (the "President") shall have the power to take decisions on behalf of the Council, provided any such decision is reported to the Council at the next session.
- 3.4 At the President's request, in the President's absence or otherwise where the President is unable to act, the Vice-President shall have the same powers.
- 3.5 The Council shall be assisted in its work by the Secretariat under the directions of its Registrar.

Rule 4 - Party Representatives

- 4.1 Any party may be represented in the arbitration by one or more authorized representative and/or legal representatives. The Registrar and the Tribunal may require proof of authority to represent the Parties or of any party representatives.
- 4.2 Following the Tribunal's constitution, any intended change or addition by a party to its legal representatives shall be notified promptly in writing to all parties, the Tribunal and the Registrar.

Rule 5- Communications and Calculation of Periods of Time

- 5.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing ("Written Communication"). Any such Written Communication by GIMAC Secretariat or the Tribunal shall be made to the last address (as available on the records of the Tribunal) of the party or its representative for whom the same are intended, as notified either by the party in question or by the other party. Such notification or communication may be made by delivery against receipt, registered post, courier, electronic mail (including electronic mail and facsimile) or any other means of telecommunication that provides a record of the sending thereof and which is recognized under the applicable law.
- 5.2 A Written Communication shall be deemed to have been made on the day it was received by the party itself or by its representative, or would have been received if made in accordance with Rule 5.1. The proof of such service and receipt shall be required to be sent to the Registrar.
- 5.3 For the purpose of determining the commencement of any time-limit, a Written Communication shall be treated as having been received by a party on the day it is delivered or, in the case of electronic means, transmitted in accordance with Rules 5.1 and 5.2 (such time to be determined by reference to the recipient's time-zone).
- 5.4 Commencement of time-limits under the Rules shall start to run on the day following the date a Written Communication is deemed to have been made in accordance with Rule 5.2. When the next day following such date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

- 5.5 All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be submitted in sufficient copies thereof for each party, each arbitrator or the Secretariat, as may be required by the Registrar and/or Secretary to the Tribunal.
- 5.6 A copy of any notification or communication from the Tribunal to the parties shall be sent to the Secretariat. Except as provided in these Rules, the Registrar may at any time extend or shorten any time limits prescribed under these Rules.

Chapter II - Initiation of Arbitration

Rule 6 - Notice of Arbitration

- 6.1 The party or parties seeking recourse to arbitration under these Rules (the “Claimant”) shall file with the Registrar, a Notice of Arbitration. The Claimant shall, at the same time, send a copy of the Notice of Arbitration to the Respondent, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
- 6.2 A Notice of Arbitration shall contain:
- a. a demand that the dispute be referred to arbitration;
 - b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses or any other electronic mode of communication, if known, of the parties to the arbitration and their representatives, if any;
 - c. a reference to the full terms of the dispute resolution clause or the separate arbitration agreement that is invoked and a copy of the dispute resolution clause/arbitration agreement;
 - d. a reference to the contract(s) or other instrument(s) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
 - e. a brief statement describing the nature and circumstances of the dispute, specifying the relief(s) claimed and, where possible, an initial quantification of the claim amount;
 - f. a statement of any matters on which the parties have previously agreed, as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal (such as the applicable rules of law, the language(s) of the arbitration, and the seat of arbitration);
 - g. a proposal for the number of arbitrators, if not specified in the arbitration agreement;

- h. unless otherwise agreed to by the parties, the nomination of an arbitrator, if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
 - i. confirmation that copies of the Notice of Arbitration and any exhibits have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to be supported then or as soon as possible thereafter by documentary proof, satisfactory to the Registrar, of actual delivery (including the date of delivery); and
 - j. payment of the requisite filing fee under these Rules.
- 6.3 The Notice of Arbitration may also include the Statement of Claim referred to in Rule 25.
- 6.4 The date of receipt of the Notice of Arbitration by the Respondent shall be deemed to be the date of commencement of the arbitration, subject to compliance with the requirements of these Rules.
- 6.5 For the avoidance of doubt, the contents of the Notice of Arbitration do not restrict the Claimant from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs (subject to Rule 27), provided these matters and reliefs fall within the scope of the arbitration agreement.

Rule 7 - Response to the Notice of Arbitration

- 7.1 The Respondent shall file a Response with the Registrar within 30 days of receipt of the Notice of Arbitration. The Respondent shall, at the same time as it files the Response with the Registrar, send a copy of the Response to the Claimant, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
- 7.2 The Response to the Notice of Arbitration shall contain:
- a. confirmation or denial of all or part of the claims, including the Claimant's invocation of the arbitration agreement in support thereof, and also, where possible, any plea that the Tribunal lacks jurisdiction;
 - b. brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;

- c. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses or any other mode of communication, if known, of the Respondent(s) and their legal representatives, if any;
 - d. any comment in response to any statements contained in the Notice of Arbitration under Rule 6.1 or any comment with respect to the matters covered in such Rule;
 - e. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counter proposal;
 - f. confirmation that copies of the Response and any exhibits have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to be supported then or as soon as possible thereafter by documentary proof, satisfactory to the Registrar, of actual delivery (including the date of delivery); and
 - g. payment of the requisite filing fee under these Rules for any counterclaim.
- 7.3 The Response may also include the Statement of Defence and Counterclaim, as referred to in Rule 26.
- 7.4 For the avoidance of doubt, the contents of the Response do not restrict the Respondent from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs (subject to Rule 27), provided these matters and reliefs fall within the scope of the arbitration agreement.

Rule 8 - Registration & Commencement of Arbitration with GIMAC

- 8.1 The registration of an arbitration under the GIMAC Arbitration Rules shall be effected by a Party's submission to the GIMAC of a request to register the arbitration (**"Registration Request"**).
- 8.2 The Registration of an Arbitration shall contain:
- a. a statement for reference of the dispute to arbitration under the GIMAC Arbitration Rules;
 - b. a copy of the written arbitration agreement or the submission agreement;

- c. a copy of the documentation in which the arbitration agreement is contained in or in respect of which the dispute referred to arbitration arises from;
 - d. a copy of the Notice of Arbitration, as described in Rule 6, accompanied by a statement confirming the date it was delivered to the Respondent or proof of such delivery;
 - e. a copy of the response to the Notice of Arbitration, as described in Rule 7, if any;
 - f. where applicable, a request for the conduct of the arbitration in accordance with the Expedited Procedures in Rule 15;
 - g. a statement on whether any pre-conditions to arbitration have been satisfied or waived by the Parties;
 - h. any Communication between the Parties relating to the intended arbitration that the Party commencing the arbitration deems relevant for the Registration Request; and
 - i. proof of payment of the non-refundable registration fee, as prescribed in Schedule 2, Clause 4.1.
- 8.3 A Registration Request shall be submitted to GIMAC at any time after the Notice of Arbitration has been delivered to the Respondent.
- 8.4. The date on which GIMAC receives the Registration Request shall be treated as the date on which the arbitration was registered under the GIMAC Arbitration Rules. GIMAC shall confirm the registration of the arbitration and notify the Parties of the date of commencement of the arbitration, the latter being the date the Notice of Arbitration was delivered to the Respondent.
- 8.5. GIMAC shall notify the parties regarding the commencement of the arbitration, as soon as practicable.

Chapter III

Mechanisms for Consolidation, Joinder of Additional Parties and Multiple Contracts

Rule 9 - Consolidation

9.1 A party may file an application (the “Request for Consolidation”) with the Registrar to consolidate two or more arbitrations pending under these Rules into a single arbitration, prior to or post the constitution of any Tribunal, in the arbitrations sought to be consolidated, provided that any of the following criteria is satisfied in respect of the arbitrations to be consolidated:

- a. all parties have agreed to the consolidation; or
- b. all the claims in the arbitrations are made under the same arbitration agreement and in case the Tribunal is already constituted, the same Tribunal has been constituted in each of the arbitrations, or no Tribunal has been constituted in the other arbitration(s); or
- c. where the claims in arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s), the disputes in the arbitrations arise in connection with the same legal relationship, the disputes arise out of the same transaction or series of transactions and the GIMAC Council finds the arbitration agreements to be compatible. In case the Tribunal is already constituted, apart from other conditions mentioned herein in Rule 9.1(c), whether the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s).

9.2 An application for consolidation under Rule 9.1 shall include:

- a. the case reference numbers of the arbitrations sought to be consolidated;
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties and their representatives, if any, and

any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;

- c. the information specified in Rule 6.2(c) and Rule 6.2(d);
- d. if the application is being made under Rule 9.1(b), identification of the applicable agreement and, where possible, a copy of such agreement; and
- e. a brief statement of the facts and legal basis supporting the application.

9.3 The party requesting for consolidation under Rule 9.1 shall, at the same time as it files a Request for Consolidation with the Registrar, send a copy of the application to all parties and shall notify the Registrar of the same, specifying the mode of service employed and the date of service.

9.4 While deciding on merits to consolidate the arbitrations, the Council shall take into consideration all the circumstances of the case(s), not limited to, whether one or more arbitrators have been nominated or assigned or confirmed in more than one arbitrations and, if so, whether the arbitrators nominated or assigned or confirmed are the same or not. The Council shall attempt to determine any application for consolidation preferably within 14 days following the receipt of the Request for Consolidation.

9.5 In cases where the Council decides to consolidate two or more arbitrations, the arbitrations shall be consolidated to the arbitration that commenced first, unless all parties agree or the Council decides otherwise, taking into account the circumstances of the case. The copies of decision of the Council shall be provided to all parties and to any confirmed arbitrators by the President.

9.6 In cases where the Council decides to consolidate multiple arbitrations, the right to designate an arbitrator shall be deemed to be waived off from the parties to all such arbitrations and the Council may revoke the appointment of any arbitrators already designated or confirmed. In these circumstances, the Council shall appoint the Tribunal in respect of the consolidated proceedings.

9.7 The revocation of appointment of arbitrator under Rule 9.6 shall not affect:

- a. the validity of any order made or act done by that arbitrator/(s) before his/her appointment was revoked;
- b. his/her entitlement to be paid his/her fees and expenses in accordance with the Schedule of Fees; or
- c. the date when any claim or defence was made (or raised) for the purpose of applying any bar of limitation.

- 9.8 The consolidation of two or more arbitrations will be without prejudice to the validity of any order made by any court of competent jurisdiction, other Tribunal or judicial authority, in relation to the relevant arbitration before the consolidation.
- 9.9 The Council's decision as regards consolidation shall be final and binding on the parties.
- 9.10 The GIMAC shall suitably modify its Administrative Fees and Tribunal's Fees (wherever appropriate) post the decision to consolidate.

Rule 10 - Joinder of Additional Parties

- 10.1 Either before or after constitution of the Tribunal, a party or non-party to the arbitration may file an application (the "Request for Joinder") with the Registrar for one or more additional parties to be joined in a pending arbitration under these Rules as a Claimant or a Respondent, provided that any of the following criteria is satisfied:
- a. the additional party to be joined is prima facie bound by the arbitration agreement; or
 - b. all parties, including the additional party to be joined, have agreed to the joinder of the additional party.
- 10.2 A Request for Joinder under Rule 10.1 shall include:
- a. the case reference number of the pending arbitration;
 - b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
 - c. whether the additional party is to be joined as a Claimant or a Respondent;
 - d. the information specified in Rule 6.2(c) and Rule 6.2(d);
 - e. if the application is being made under Rule 10.1(b), identification of the relevant agreement and, where possible, a copy of such agreement; and
 - f. a brief statement of the facts and legal basis supporting the application.
- 10.3 The party or non-party applying for joinder under Rule 10.1 shall, at the same time as it files a Request for Joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar

that it has done so, specifying the mode of service employed and the date of service.

- 10.4 The Request for Joinder of additional party is deemed to be complete when all the requirements of Rule 10.2 are fulfilled or when the Registrar determines that there has been justifiable compliance with such requirements. When the application for joinder is complete, GIMAC shall notify all parties, including the additional party to be joined.
- 10.5 Where a person sought to be joined as a party is already a party to the arbitration agreement, the Council may consider and decide the application.
- 10.6 The Council shall, after considering the circumstances of the case and the views of all parties, including the additional party to be joined, decide whether to grant, in whole or in part, any Request for Joinder under Rule 10.1. The Council's decision to grant a Request for joinder under this Rule 10.6 will be without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision.
- 10.7 Where a Request for Joinder is granted under Rule 10.6, the date of receipt of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.
- 10.8 Where a Request for Joinder is granted under Rule 10.6, the Council may reconsider the appointment of any arbitrators appointed prior to the decision on joinder. The Council's decision to reconsider the appointment of any arbitrator is without prejudice to the validity of any act done or order or Award made by the arbitrator before his/her appointment was revoked.
- 10.9 Unless otherwise agreed by all parties, including any additional party that has joined, Rule 9 to Rule 11 shall apply where necessary, and the respective timelines pursuant to Rule 5.4 thereunder shall run from the date of receipt of the Council's decision under Rule 10.6.
- 10.10 Where a Request for Joinder is granted under Rule 10.6, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 20.
- 10.11 Where a Request for Joinder is granted under Rule 10.6, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

Rule 11 - Multiple Contracts

- 11.1 In cases where there are disputes arising out of or in connection with more than one contract, the Claimant may:
- a. file a Notice of Arbitration in respect of each arbitration agreement invoked and concurrently submit a Request for Consolidation to consolidate the arbitrations pursuant to Rule 9.1; or
 - b. file a single Notice of Arbitration in respect of all the arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the applicable criteria under Rule 9.1 are satisfied. The Claimant shall be deemed to have commenced multiple arbitrations, one in respect of each arbitration agreement invoked, and the Notice of Arbitration under this Rule 11.1 (b) shall be deemed to be an application to consolidate all such arbitrations pursuant to Rule 9.1.
- 11.2 Where the Claimant has filed two or more Notices For Arbitration pursuant to Rule 11.1(a), the Registrar shall accept payment of a single filing fee under these Rules for all the arbitrations sought to be consolidated. Where the Council rejects the application for consolidation, in whole or in part, the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.
- 11.3 Where the Claimant has filed a single Notice of Arbitration pursuant to Rule 11.1(b) and the Council rejects the application for consolidation, in whole or in part, it shall file a Notice of Arbitration in respect of each arbitration that has not been consolidated, and the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

Chapter IV - Mechanisms for Emergency and Interim Relief

Rule 12 - Emergency Arbitrator

- 12.1 A party that wishes to seek emergency interim relief before the Tribunal has been constituted, concurrent with or after a Notice of Arbitration has been served on the Respondent, may submit an application for emergency interim relief to the Registrar. The party shall at the same time also send a copy of this application to all other parties seeking appointment of an emergency arbitrator pending the constitution of the Tribunal.
- 12.2 The application must contain following information and supporting documents:
- a. Names of parties, their legal counsel or representatives, their phone & facsimile numbers, postal addresses, email addresses;
 - b. Copy of parties' relevant agreements, in particular, any written arbitration clause or a separate arbitration agreement;
 - c. Statement certifying that all the other parties have been notified of this application, or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties and/or reasons for seeking an ex-parte injunctive relief;
 - d. Description of the dispute(s), including any currently known claims or counterclaims for relief and the amount or value thereof;
 - e. Applicant's position, if any, regarding the place of the emergency proceedings, the language(s) of the proceedings and any procedural or substantive laws pertaining to the proceedings;
 - f. Full statement of the relief sought;
 - g. Grounds on which the party is entitled to such relief;
 - h. Statement as to why the applicant's request for emergency relief cannot await the constitution of the Tribunal;

- i. Names of Legal Representatives previously engaged in the matters or Arbitrator(s) previously nominated by the Parties; and
 - j. Proof of payment of GIMAC emergency administrative fee pursuant to Schedule of Fees.
- 12.3 The application may contain additional information or any other documents that may contribute to an efficient and fair consideration of the application.
- 12.4 The application for emergency interim relief submitted to the Registrar shall be accompanied by payment of non-refundable emergency administrative fee and the requisite deposits under these Rules towards Emergency Arbitrator's fees and expenses for proceedings pursuant to the Schedule of Fees.
- 12.5 In appropriate cases, the Registrar may increase the amount of deposits from the Party making the application. If the additional deposits are not paid within the time limit set by Registrar, the application shall be considered as withdrawn.
- 12.6 If the GIMAC determines the acceptance of the application for emergency interim relief, the President shall endeavor to appoint an Emergency Arbitrator within one business day of receipt of such application along with supporting documents by the Registrar and payment of the emergency administrative fee and deposits.
- 12.7 The Emergency Arbitrator shall fulfill the requirements of Rule 19.
- 12.8 Prior to accepting his/her appointment, a prospective Emergency Arbitrator must disclose to the Registrar any facts or circumstances which may give rise to justifiable doubts as to his/her impartiality or independence.
- 12.9 Any challenge to the appointment of Emergency Arbitrator must be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator. The Registrar shall endeavor to decide and resolve any such challenge within two business days thereafter. GIMAC shall not give any reasons for its decision on challenges and such a decision shall be final.
- 12.10 Should an Emergency Arbitrator be rendered incapacitated, for any reason whatsoever, the President shall endeavor to appoint a replacement Emergency Arbitrator within the time provided in this Rule for the appointment of an Emergency Arbitrator.
- 12.11 Should an Emergency Arbitrator be replaced, the new Emergency Arbitrator shall determine whether to resume the emergency proceedings at the stage at which the original Emergency Arbitrator ceased performing such functions or restart the proceedings afresh.

- 12.12 Unless the parties agree otherwise, an Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute.
- 12.13 If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. Failing such agreement between the parties regarding the seat of the emergency proceedings, the seat of the proceedings for emergency interim relief shall be GIFT City (Gandhinagar), Gujarat, India, without prejudice to the Tribunal's determination of the seat of the arbitration under these Rules.

Rule 13 - Procedure and Powers of the Emergency Arbitrator

- 13.1 The Emergency Arbitrator shall establish a schedule for conduct of emergency proceedings within two business days of his/her appointment. Such a schedule shall provide a reasonable opportunity for the parties to be heard but may provide for proceedings by video conference or on written submissions as alternatives to a hearing in person.
- 13.2 The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his/her own jurisdiction, without prejudice to the Tribunal's determination.
- 13.3 The Emergency Arbitrator shall have the power to order or award any interim relief that he/she deems necessary, including preliminary orders that may be made pending any hearing, video conference or written submissions by the parties. The Emergency Arbitrator shall give brief reasons for his/her decision in writing. Emergency Arbitrator shall also have the authority to modify or revoke any interim order or award issued by him/her, for a good cause, on an application by either party, or his/her own initiative.
- 13.4 The Emergency Arbitrator shall make his/her interim order or Award within 15 days from the date of his/her appointment. The deadline may be extended only in exceptional circumstances by the Registrar or by the written agreement of all parties to the emergency proceeding. No interim order or Award shall be made by the Emergency Arbitrator until it has been approved by the Registrar as to its form.
- 13.5 The Emergency Arbitrator has no further power to act after the Tribunal has been constituted.
- 13.6 In granting an application for emergency relief, the Emergency Arbitrator may impose such conditions as he/she deems necessary, including requiring that the applicant provide appropriate security in connection with the relief granted.

- 13.7 Any order or award issued by the emergency arbitrator may be modified, confirmed, or vacated by the Tribunal, including a ruling on Emergency Arbitrator's jurisdiction. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 120 days of such order or Award, or when the Tribunal makes a final Award, or if the claim is withdrawn, or if the Registrar accepts a challenge to Emergency Arbitrator or the parties agree to such a challenge.
- 13.8 By agreeing to resolve their dispute pursuant to this Rule, the parties agree to comply immediately and without delay with any such order or Award by Emergency Arbitrator. The parties also irrevocably waive their rights to any form of appeal, review or recourse to any court or other judicial authority with respect to such emergency award, without prejudice to any party to seek modification or vacation of such emergency award in accordance with Rule 13.7.
- 13.9 The costs associated with any application pursuant to this Rule may initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.
- 13.10 These Rules shall apply as appropriate to any proceeding pursuant to this Rule, considering the urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his/her decision as to such matters is final and not subject to appeal, review or recourse. The Registrar may reduce any time limits under these Rules in applications made pursuant to proceedings commenced under this Rule 13 and Rule 14.
- 13.11 In the event a Party does not participate in the Emergency Arbitration proceedings, the Emergency Arbitrator may conduct the proceedings in absentia.

Rule 14 - Emergency and Interim Relief

- 14.1 The Tribunal may issue an order or an award granting an injunction or any other interim relief it deemed appropriate, at the request of any party.
- 14.2 The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.
- 14.3 A request for interim relief made by a party to any judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.

Chapter V - Mechanisms for Expedited Procedures

Rule 15 - Expedited Procedures

- 15.1 A party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, prior to the constitution of the Tribunal, provided that any of the following criteria is satisfied:
- a. the amount in dispute does not exceed the equivalent amount of INR 10 Crore, representing the aggregate of the claim, counterclaim and any set-off defence; or
 - b. the parties so agree in writing; or
 - c. in cases of exceptional urgency.
- 15.2 The party applying for the arbitral proceedings, shall, at the same time, as it files an application for the proceedings to be conducted in accordance with the Expedited Procedure with the Registrar under this Rule 15.1, send a copy of the application to the other parties and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.
- 15.3 Where a party has filed an application with the Registrar under Rule 8.1, and where the President determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:
- a. the Registrar may reduce any time limits under these Rules;
 - b. the arbitration shall be referred to a sole arbitrator, unless the President determines otherwise;
 - c. the Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required

for the examination of any witness and expert witness as well as for any oral argument;

- d. the Tribunal may state the reasons upon which the Final Award is based in summary form, unless the parties have agreed that no reasons are to be given; and
- e. the Final Award shall be made within six months from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for making such final Award.

15.4 By agreeing to arbitration under these Rules, the parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure under this Rule 15, the rules and Expedited Procedures set forth in Rule 15.3 shall apply even in cases where the arbitration agreement contains contrary terms.

15.5 In the event a Party does not participate in the Expedited Arbitration proceedings, the Tribunal may conduct the proceedings in absentia.

15.6 Upon application by a party, and after giving the parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Registrar, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under this Rule 15.6, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

15.7 Where the Tribunal has been constituted, an application for Expedited Procedures may be made to the Tribunal with agreement of parties.

Chapter VI - The Arbitral Tribunal

Rule 16 - Number and Appointment of Arbitrators

- 16.1 A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed to; or it appears to the Registrar that the complexity, the quantum involved or any other relevant circumstances of the dispute, warrants the appointment of three arbitrators.
- 16.2 If the parties have decided that any arbitrator is to be appointed by one or more of the parties, or by any third person including the arbitrators already appointed, that agreement shall be considered as an agreement to nominate an arbitrator under these Rules and the appointment shall be made by the Council.
- 16.3 In all cases where the arbitration agreement provides for the presiding arbitrator, such presiding arbitrator is to be nominated by the parties or, by any third party including the arbitrators already appointed, it shall be treated for all purposes as a written agreement by the parties for the appointment of a presiding arbitrator by the Council in its discretion.
- 16.4 The Council shall appoint an arbitrator as soon as practicable. Any decision by the Council to appoint an arbitrator under these Rules shall be final and binding on the parties and not subject to appeal.
- 16.5 The Council may appoint any nominee whose appointment has already been suggested or proposed by any party.
- 16.6 In appointing an arbitrator under these Rules, the Council shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.
- 16.7 The Council shall also consider the circumstances and nature of the dispute(s), the geographies and nationality, the language and the number of parties involved (if more than two) while appointing an arbitrator under these Rules.

- 16.8 The Council shall also consider whether the arbitrator has sufficient ability and availability to determine the case in a prompt and efficient manner that is appropriate for the arbitration.
- 16.9 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules, if any, for the time being in force, or in accordance with the agreement of the parties.
- 16.10 If the parties have agreed on any specific or generic qualifications required of an arbitrator, the arbitrator shall be deemed to satisfy the required qualifications, unless a party contends that the arbitrator is not so qualified within 14 days after receipt by that party of the notification of the appointment of the arbitrator at the instance of the other party. In such an event, the procedure for challenge and replacement of an arbitrator shall be applied (Rules 20 & 21).
- 16.11 Parties to a dispute or an arbitration agreement can engage GIMAC as the appointing authority in an ad hoc arbitration (conducted under the UNCITRAL Arbitration Rules or otherwise outside the terms of Rule 1 & 2 above), without subjecting the arbitration to the provisions contained in these Rules. In such circumstances, the Council may, in its discretion, act as appointing authority.
- 16.12 The party requesting the appointment shall pay the appointment fee in accordance with the Schedule of Fees in force at the time of the request.

Rule 17 - Sole Arbitrator

- 17.1 If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons, one of whom would serve as the sole arbitrator. Rule 16.4 shall apply where the parties have reached an agreement on the nomination of a sole arbitrator.
- 17.2 If within 21 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or at the request of either party, the Council shall appoint the sole arbitrator as soon as practicable, subject to Rule 17.3.
- 17.3 In arbitrations, where there are more than two parties involved, and a sole arbitrator has to be appointed, all the parties have to agree upon an arbitrator. If the parties are unable to jointly nominate a sole arbitrator within 30 days after the date of commencement of the arbitration, or within such time as may be agreed by the parties or set by the Registrar, the Council shall appoint the sole arbitrator as soon as practicable.

Rule 18 - Three Arbitrators

- 18.1 Each party shall nominate one arbitrator, in case three arbitrators are to be appointed.
- 18.2 Unless otherwise agreed to by the parties (subject to Rule 18.4), if a party fails to make a nomination of an arbitrator within 14 days after receipt of nomination of an arbitrator by the other party, or within the period otherwise agreed by the parties or set by the Registrar, the Council shall proceed to appoint an arbitrator on its behalf.
- 18.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed to by the parties or set by the Registrar, the Council shall appoint the third arbitrator, who shall be the Presiding Arbitrator.
- 18.4 In case there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator (Presiding Arbitrator) shall be appointed in accordance with Rule 18.3. In the absence of both such joint nominations having been made within 30 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the Council shall appoint all three arbitrators and shall designate one of them to be the Presiding Arbitrator.

Rule 19 - Qualifications of Arbitrators

- 19.1 Any arbitrator appointed in an arbitration under these Rules shall be and remain at all times independent and impartial.
- 19.2 A prospective arbitrator, before his/her appointment or confirmation shall disclose to the parties, and the Registrar, any circumstances that may give rise to reasonable doubts as to his/her impartiality or independence. A prospective arbitrator shall sign a statement of acceptance and declaration on availability, impartiality and independence in the form prescribed by GIMAC.
- 19.3 The President shall also consider whether the prospective arbitrator has sufficient availability to determine the case in a prompt and efficient manner that is appropriate, given the nature of the arbitration.
- 19.4 A prospective arbitrator shall immediately disclose to the parties, other arbitrators and the Registrar, any circumstances that may give rise to reasonable doubts as to

his/her impartiality or independence that may be discovered or arise during the course of arbitration.

19.5 No party or person acting on behalf of a party shall have any ex parte communication relating to the case with any candidate for appointment as party-nominated arbitrator, except:

- a. to advise the candidate of the general nature of the controversy and of the anticipated proceedings;
- b. to discuss the candidate's qualifications, availability or independence in relation to the parties; or
- c. to discuss the suitability of candidates for selection as the Presiding Arbitrator where the parties or party-nominated arbitrators are to participate in that selection.

19.6 No party or person acting on behalf of a party shall have any ex parte communication relating to the case with any candidate for Presiding Arbitrator.

19.7 No party or person acting on behalf of a party shall have any ex parte communication relating to the case with any arbitrator once appointed.

Rule 20 - Challenge of Arbitrators

20.1 Any arbitrator may be challenged if circumstances arise or exist that give rise to reasonable doubts as to the arbitrator's impartiality and/or independence, and/or if the arbitrator is unable to fulfill the required functions and/or is not fulfilling those functions in accordance with the Rules or within the stipulated time limits and/or does not possess any requisite qualification on which the parties have agreed upon.

20.2 A party may challenge the arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.

20.3 A party that intends to challenge an arbitrator shall file a "Notice of Challenge" with the Registrar in accordance with the requirements of Rule 19 within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified in Rule 20.1 or Rule 20.2 became known or should have reasonably been known to that party.

20.4 The notice Notice of challenge Challenge shall be in writing and shall clearly state the reasons for the challenge. The date of receipt of the notice Notice of challenge Challenge by the Registrar shall be deemed to be the date the notice Notice of

challenge Challenge is filed. The party filing a notice Notice of challenge Challenge of an arbitrator with the Registrar shall simultaneously send the notice Notice of challenge Challenge to the other party, the arbitrator who is being challenged and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

20.5 The President shall fix the costs of the challenge and shall direct the party making the challenge to pay the requisite challenge fee under these Rules in accordance with the applicable Schedule of Fees. If the party making the challenge fails to pay the challenge fee within the time limit set by the Registrar, the challenge shall be considered as withdrawn.

20.6 After receipt of a Notice of Challenge, the Registrar may order a suspension of the arbitral proceedings until the challenge is resolved. Unless the Registrar orders the suspension of the arbitral proceedings pursuant to this Rule, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Council.

20.7 When an arbitrator is challenged by a party, the other party may agree to the challenge. The challenged arbitrator may also voluntarily withdraw. In neither case does this infer acceptance of the validity of any of the grounds for the challenge.

20.8 In cases referred to in Rule 20.7, a substitute arbitrator shall be appointed in accordance with Rule 21, even if, during the process of appointing the challenged arbitrator, a party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal from office.

20.9 If the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office within 7 days of receipt of the notice of challenge, the Council shall decide the challenge. The Registrar may request comments and/or submissions on the challenge from the parties, the challenged arbitrator and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set a schedule for such comments and/or submissions to be made.

20.10 If the Council accepts the challenge to an arbitrator, a substitute arbitrator shall be appointed in accordance with the procedure applicable in Rule 21. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Registrar's notification to the parties of the decision by the Council.

20.11 If the Council rejects the challenge to an arbitrator, the challenged arbitrator shall continue with the arbitration.

20.12 The Council's decision on any challenge to an arbitrator under this Rule shall be issued to the parties by the Registrar. Any such decision on any challenge by the Council shall be final and binding on the parties and not subject to appeal.

Rule 21 - Replacement of an Arbitrator

21.1 Except as otherwise provided in these Rules, in the event of the death, resignation, withdrawal or removal of an arbitrator during the course of the arbitral proceedings, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.

21.2 The Council may, at its own discretion or initiative, remove an arbitrator who refuses or fails to act or to perform his/her functions in accordance with the Rules or within stipulated time limits, and/or in the event of a de jure or de facto impossibility of an arbitrator to act or perform his/her functions, and/or if the arbitrator does not conduct or participate in the arbitration with due diligence and/or in a manner that ensures the fair, prompt, economical resolution of the dispute. The Council shall consult the parties and the members of the Tribunal, including the arbitrator to be removed (or if the Tribunal has not yet been constituted, any appointed arbitrator) and provide an opportunity to comment in writing within a reasonable period of time, prior to the removal of an arbitrator under this Rule.

21.3 The Council may determine that any opportunity given to a party to re-nominate (under these Rules or otherwise) shall be waived if not exercised within 14 days (or within a time as per the Council's discretion), after which a replacement arbitrator shall be appointed by the Council without such re-nomination.

21.4 Once reconstituted and after having invited the parties to comment, the Tribunal shall determine if and to what extent proceedings that have already taken place may be reconducted before the reconstituted Tribunal.

21.5 If the sole or presiding arbitrator is replaced under Rule 21.1 or 21.2, any proceedings held previously shall be held again unless otherwise agreed by the parties. If any other arbitrator is replaced in a three-member Tribunal, any hearings held previously may be reconducted at the discretion of the Tribunal after due consultation with the parties. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award shall not be reconducted, and such interim or partial Award shall remain in effect.

Chapter VII - Proceedings of Arbitration

Rule 22 - Conduct of the Proceedings

- 22.1 The Tribunal shall conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that each party is given a reasonable opportunity of presenting its case at appropriate stages of the proceedings, to ensure fair, expeditious, economical and final resolution of dispute.
- 22.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence and is not required to apply the rules of evidence of any applicable law in making such determination.
- 22.3 The Tribunal shall hold the first Case Management Conference (the “CMC”) (in person, or by any other means) as soon as practicable but not later than 21 days from receipt of Registrar's written notification of the constitution of Tribunal, to discuss the procedures that will be most appropriate and efficient for the case as well as establish the procedural timeline for the conduct of the arbitration by issuance of the “First Procedural Order”.
- 22.4 The Tribunal may, at any time, after inviting the parties to express their views, limit or extend any period of time prescribed under these Rules or agreed by the parties.
- 22.5 The Tribunal may, in its discretion, direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.
- 22.6 A Presiding Arbitrator may make procedural rulings alone, subject to revision by the Tribunal.
- 22.7 All notices, statements, documents or other information including all communications being supplied to the Tribunal and the Registrar by a party shall simultaneously be communicated to the other party.

- 22.8 The President may, at any stage of the proceedings, request the Parties and the Tribunal to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case. Such meeting may be conducted in person or by any other means.
- 22.9 The Tribunal shall render its Final Award within 12 months from the date of completion of pleadings. In case the Tribunal determines that the Final Award cannot reasonably be rendered within a period of 12 months from completion of pleadings, the Tribunal shall immediately notify the parties in writing, with supporting reasons, of the estimated length of time required for the Tribunal to render its Final Award.
- 22.10 By agreeing to arbitrate under these Rules, the parties hereby expressly consent to extend the time prescribed by any applicable law for the rendering of the Final Award by not more than 6 months, in the event the Tribunal considers such extension necessary, prior to timeline to deliver the Final Award pursuant to Rule 22.9.
- 22.11 Where possible, the Tribunal shall endeavor to render its Final Award within 3 months from the date of conclusion of hearing.
- 22.12 The Council and the Tribunal shall act in accordance with the spirit and intent of these Rules in all matters not expressly provided for in these Rules and shall endeavor to make sure that the Final Award is made in accordance with law.

Rule 23 - Additional Powers of the Tribunal

- 23.1 In addition to the other powers specified in these Rules, unless otherwise agreed upon by the parties, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:
- a. Order the correction or rectification of any contract, subject to the law governing such contract;
 - b. Abridge or extend (even where the period of time has expired) any period of time prescribed under these Rules or any order made by the Tribunal;
 - c. Conduct such enquiries as may appear to the Tribunal to be necessary or expedient;
 - d. Order any party to make any documents, goods, samples, property, site or thing under its control available for inspection by the Tribunal;

- e. Order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;
- f. Order any party to produce before the Tribunal and provide to other parties, any documents or copies of documents in their possession, custody or power which the Tribunal decides to be relevant to the case and material to its outcome;
- g. Issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;
- h. Direct any party or person to give evidence by affidavit or in any other form;
- i. Direct any party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party or otherwise;
- j. Order compliance with any legal obligation, payment of compensation for breach of any legal obligation and/or specific performance of any agreement;
- k. Order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
- l. Order any party to provide security for all or part of any amount in dispute in the arbitration;
- m. Issue an award for unpaid deposits towards the costs of the arbitration where a party to the arbitration has paid the non-paying party's share of the deposits to GIMAC on behalf of the non-paying party;
- n. 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 any partial Award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate in relation to such failure or refusal;
- o. Decide, where appropriate, any issue not expressly, or impliedly raised in the submissions by the parties, provided such issue has been clearly brought to the notice of the parties and the parties have been given adequate opportunity to respond;
- p. Determine the law applicable to the arbitral proceedings; and
- q. Determine any claim of legal or other privilege.

Rule 24 - Jurisdiction of the Tribunal

- 24.1 If any party objects to the existence or validity of the arbitration agreement, or to the competence of GIMAC to administer an arbitration, before the Tribunal is constituted, the Registrar shall refer such objection to the Council. The Council shall decide if it is *prima facie* satisfied that the arbitration shall proceed. The arbitration shall be terminated if the Council is not so satisfied. Any decision by the Council that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.
- 24.2 The Tribunal shall have the power to rule upon its own jurisdiction, including any objections with respect to the existence, validity, or scope of the arbitration agreement.
- 24.3 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, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void.
- 24.4 Any objection by a party that the Tribunal does not have jurisdiction shall be raised as soon as possible but not later than the time for its Statement of Defence and Counterclaim by the Respondent(s) or Statement of Defence to a Counterclaim by the Claimant(s).
- 24.5 Any objection by a party that the Tribunal is exceeding the scope of its jurisdiction shall be raised promptly within 14 days after the Tribunal has indicated its intention to act upon the matter alleged to lie beyond the scope of the Tribunal's jurisdiction during the arbitral proceedings.
- 24.6 The Tribunal may nevertheless admit an objection raised by the party outside the time limits under this Rule, as to its jurisdiction, if it considers the delay justified in the circumstances.
- 24.7 The Tribunal may rule on an objection referred to in Rules 24.4 and 24.5 either as a preliminary question or in an Award on the merits, as it considers appropriate in the circumstances.
- 24.8 A party may rely on a claim or defence for the purpose of a set-off to the extent permitted by these Rules and the applicable law.

Rule 25 - Statement of Claim

25.1 Unless already submitted pursuant to Rule 6, the Claimant shall serve its Statement of Claim in writing to the Respondent and to the Tribunal within a period of 30 days from date of issuance of the First Procedural Order and not exceeding 45 days with the prior permission by the Tribunal, or such other period to be determined by the Tribunal in accordance with the Procedural Order.

25.2 The Statement of Claim shall include the following particulars:

- a. Names and Contact Details of the Parties;
- b. A Statement of Facts supporting the Claim;
- c. The Points at Issue;
- d. Legal grounds or arguments supporting the claim; and
- e. Relief or remedy sought (together with the amount of all quantifiable claims, where applicable).

25.3 If the Claimant fails within the time specified to submit its Statement of Claim, the Tribunal may issue an order for the termination of the arbitral proceedings or give such other directions as may be appropriate.

Rule 26 - Statement of Defence and Counterclaim

26.1 Unless already submitted pursuant to Rule 7, the Respondent shall serve its Statement of Defence and Counterclaim (if any) in writing to Claimant and to the Tribunal within a period of 30 days from date of receipt of the Statement of Claim under Rule 25 and not exceeding 45 days with the prior permission by the Tribunal, or such other period to be determined by the Tribunal in accordance with a Procedural Order.

26.2 The Statement of Defence and, Counterclaim (if any) shall include the following particulars:

- a. A Statement of Facts supporting its full defence to the Statement of Claim;
- b. A Statement of Facts supporting the Counterclaim (if any);
- c. The Points at Issue concerning the Counterclaim (if any);

- d. Legal grounds or arguments supporting such defence and counterclaim (if any);
- e. Relief or remedy claimed.

26.3 After the Statement of Defence is filed, where a Respondent makes a counterclaim or relies on a claim for the purpose of a set off, the Tribunal shall decide whether the delay was justified under the circumstances, and whether the Tribunal has jurisdiction over it.

26.4 If the Respondent fails to submit its Statement of Defence and Counterclaim, or if at any point any party fails to avail itself of the opportunity to present its case in the manner directed by the Tribunal, the Tribunal may proceed with the arbitration.

Rule 27 - Amendments to the Claim or Counterclaim or Defence

27.1 During arbitral proceedings, a party may amend its claim, defence, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or defence or counterclaim may not be amended in such a manner that the amended claim or defence or counterclaim falls outside the scope of the arbitration agreement.

Rule 28 - Further Pleadings

28.1 The Tribunal shall decide which further pleadings, in addition to the Statement of Claim and the Statement of Defence and Counterclaim (if any), and Reply to Counterclaim, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such pleadings.

28.2 All further pleadings referred to in this Rule shall be accompanied by copies of all supporting documents which have not previously been submitted by any party.

Rule 29 - Seat and Venue of the Arbitration

29.1 The parties may agree on the seat of the arbitration. Failing such an agreement, the seat of the arbitration shall be GIFT City (Gandhinagar), Gujarat, India, unless the Tribunal determines, having regard to all the circumstances of the case, that another seat is more appropriate.

- 29.2 The Tribunal may hold hearings, deliberations and meetings by any means it considers expedient or appropriate, including but not limited to video conferences, and at any venue or location it considers convenient or appropriate.
- 29.3 Unless otherwise agreed to by the parties, if any hearing, meeting, or deliberation is held at any venue or location elsewhere than at the seat of arbitration, the arbitration shall be deemed to have taken place at the seat of arbitration.

Rule 30 - Language of the Arbitration

- 30.1 Unless the parties have agreed to otherwise, no party shall have a cause for complaint if communications to or from GIMAC and the arbitration proceedings are conducted in English.
- 30.2 For the purposes of Rule 30.1, all documents not in English may be translated in English (with certified true copy of the original document).
- 30.3 Upon the constitution of the Tribunal and unless otherwise agreed by the Parties, the Tribunal shall determine the language to be used in the arbitration in the First Procedural Order. This determination shall apply to the Statement of Claim, the Statement of Defence and Counterclaim (if any), and any further written pleadings and submissions, and, if oral hearings take place, to the language or languages to be used in such hearing.
- 30.4 If a party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been constituted, the Registrar, may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

Rule 31 - Fact Witnesses

- 31.1 Before any hearing, the Tribunal may mandate any party to give written notice of the identity of each witness, whom that party wishes to call, as well as the subject-matter of that witness's testimony, its content and its relevance to the issues before the arbitration.
- 31.2 The Tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.
- 31.3 Any witness who gives oral evidence may be questioned by each of the parties, their representatives and the Tribunal in such manner as the Tribunal may determine.

- 31.4 The Tribunal may direct the testimony of witnesses to be presented in written form, either as signed statements or sworn affidavits or any other form of recording. The Tribunal and any party may request that a witness should attend for oral examination at a hearing before the Tribunal or by video conference or any other mode as determined by the Tribunal. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit or exclude all or any part of the written testimony as it considers appropriate in the circumstances.
- 31.5 It shall be permissible for any party or its representatives to interview any witness or potential witness (that may be presented by that party) prior to his/her appearance to give oral evidence at any hearing.

Rule 32 - Party-Appointed Experts

- 32.1 No party shall adduce expert evidence without the leave of the Tribunal. Where leave is given, the Tribunal shall require the party adducing expert evidence to give notice of the identity and designation of any expert the party intends will submit evidence or who will be called at any hearing.
- 32.2 The cost of Party-Appointed Experts will be borne by parties respectively in the first instance.
- 32.3 Unless otherwise agreed to by the parties, the Tribunal may require a party to give any expert any relevant information or to produce and provide access to any relevant documents, goods or property for inspection by the expert.
- 32.4 An expert who is called to give evidence at a hearing may be questioned by each party or its representative in such manner the Tribunal deems fit in order to testify on the points in issue.
- 32.5 Subject to such order or direction which the Tribunal may make, the testimony of an expert may be presented in a report, either as a signed statement or by a statement made under oath or affirmation. The Tribunal shall determine the admissibility, relevance, materiality and weight to be given to the evidence of any expert as the Tribunal deems fit.

Rule 33 - Tribunal-Appointed Experts

- 33.1 The Tribunal, following consultation with the parties, may appoint an expert to report in writing on specific issues in the arbitration, as identified by the Tribunal.

- 33.2 The cost of the Tribunal-Appointed Experts will be borne by parties equally in the first instance.
- 33.3 The Tribunal may require any party at any time to give to such expert any relevant information or to provide access to any relevant documents, goods, samples, property, site or thing for inspection under that party's control on such terms as the Tribunal thinks appropriate in the circumstances.
- 33.4 Any expert appointed under this Rule shall submit a report in writing to the Tribunal. On receipt of such written report, the Tribunal shall deliver a copy of the report to the parties and may invite the parties to submit written comments on the report.
- 33.5 If any party so requests or the Tribunal considers it necessary, the Tribunal may order the expert appointed under this Rule, after delivery of his/her written report, to participate in a hearing at which the parties shall have the reasonable opportunity to examine and question the expert on the report.
- 33.6 The Tribunal-Appointed expert shall comply with the duties of independence and impartiality imposed on the arbitrators under these Rules. The provisions on confirmation and challenge relating to arbitrators shall also apply to the Tribunal-Appointed expert.

Rule 34 - Interpreters

- 34.1 If required, any party may appoint an interpreter with the leave of the Tribunal.
- 34.2 The interpreter shall be independent of the parties and the party appointing the interpreter shall pay for the interpreter's fees.
- 34.3 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 35 - Hearings

- 35.1 Unless the parties have agreed on documents-only arbitration or as otherwise provided in these Rules, the Tribunal shall, if either party so requests or the Tribunal so decides, hold a meeting or hearing towards the presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction.

- 35.2 The Tribunal shall organise the conduct of any meeting or hearing in advance, in consultation with the parties and shall give the parties reasonable notice. The Tribunal shall have the full authority to establish the conduct of any meeting or hearing, including its date, time, place, format, content, and procedure.
- 35.3 The Tribunal may decide regarding the format, after consulting the parties, and on the basis of relevant facts and circumstances of the case, that any meeting or hearing will be conducted by physical attendance or remotely by video-conference, or other appropriate means of communication.
- 35.4 The Tribunal may, in advance of any meeting or hearing, require the parties to address a list of questions or issues arising from any dispute between the parties.
- 35.5 If any party fails to appear at a meeting or hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the Award based on the submissions and evidence before it.
- 35.6 All hearings shall be held in private, unless the parties agree otherwise in writing, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.
- 35.7 The parties may appear in person or through duly authorized representatives, and may be assisted by advisers. Save with the approval of the Tribunal and the parties, persons not involved in the proceedings shall not be admitted.

Chapter VIII - Orders and Awards of Arbitration

Rule 36 - Early Dismissal of Claims, Counterclaims and Defences

- 36.1 A party may submit a request for Early Dismissal of Claims, Counterclaims and Defences (“Early Dismissal Request”) to the Tribunal to dismiss, in whole or in part, a claim, counterclaim or defence on the basis that:
- a. A claim or counterclaim or defence is manifestly without legal merit; or
 - b. A claim or counterclaim or defence is manifestly outside the jurisdiction of the Tribunal.
- 36.2 The party applying for Early Dismissal Request shall, at the same time as it files the Request with the Tribunal, send a copy of the Request to the other party, to GIMAC and shall notify the Tribunal that it has done so, specifying the mode of service employed and the date of service, no later than 30 days after the filing of the statement of defence and counterclaim.
- 36.3 An Early Dismissal Request under this Rule shall state in detail the facts and legal basis supporting the application.
- 36.4 Upon receiving the Early Dismissal Request, the other parties may respond to such application within 15 days from the date of receipt of the Early Dismissal Request. Unless the Tribunal permits further submissions, the date of receipt of the other Party's response to the Early Dismissal Request shall be treated as the date of the Final Submission on the Early Dismissal Request.
- 36.5 The Tribunal may, in its discretion, allow the Early Dismissal Request under this Rule to proceed.
- 36.6 If the Early Dismissal Request is allowed to proceed, the Tribunal shall, after giving the parties the opportunity to be heard, decide whether to allow or dismiss the Early Dismissal Request, in whole or in part, under this Rule.

- 36.7 If the Early Dismissal Request is allowed to proceed, the Tribunal shall make an Order or Award on the application, with reasons, which may be in summary form and in respect of the same Rules 40.3 – 40.6 and Rule 41 shall apply.
- 36.8 Where an Early Dismissal Request is entertained by the Tribunal, the conduct of oral hearings in relation to such Early Dismissal Request shall be completed and the Order or Award shall be made on such Early Dismissal Request no later than 45 days from the Tribunal's receipt of the final submission pursuant to Rule 36.4, unless, in exceptional circumstances, the Registrar extends the time limit after consulting the Parties, if requested by the Tribunal.
- 36.9 The Tribunal may, after consulting the parties, decide whether and to what extent the arbitration proceedings are to continue, pending the determination of the Early Dismissal Request.
- 36.10 Where, after hearing the parties, the Tribunal rejects the Early Dismissal Request, the Tribunal shall continue with the proceedings in accordance with the Rules.

Rule 37 - Applicable Law

- 37.1 The Tribunal shall apply the law or rules of 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 or rules of law which it determines to be appropriate.
- 37.2 The Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorised it to do so.
- 37.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

Rule 38 - Closure of Proceedings

- 38.1 Following the delivery of the final submissions, the Tribunal shall promptly declare the closure of proceedings, provided that it is satisfied that the parties have no further relevant and material evidence to produce or submissions to present. The Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Registrar.
- 38.2 Where the arbitral proceedings are bifurcated and the Tribunal intends to issue separate Final Awards by which each issue subject to bifurcation is to be finally

decided, the Tribunal shall declare the closure of proceedings in respect of each Final Award.

38.3 Where multiple parties are involved and the Tribunal intends to issue several Final Awards with respect to the parties, the Tribunal shall declare the closure of proceedings in respect of each Final Award.

38.4 The Tribunal's declaration of the closure of proceedings and the date on which the proceedings are closed shall be notified in writing to the parties and the GIMAC, following which, no further evidence or submissions in respect of the matters to be decided in the relevant Final Award is to be allowed.

38.5 Notwithstanding the above, the Tribunal may on its own initiative or upon the application of a party, and after consulting the President, decide to re-open the arbitral proceedings at any time before the Final Award is made, provided that exceptional circumstances exist.

38.6 The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties and to the Registrar.

38.7 Where the arbitral proceedings are re-opened pursuant to Rule 38.5, the Tribunal shall thereafter re-declare the closure of proceedings.

Rule 39 - Decision Making and Form of Awards

39.1 Unless otherwise agreed by the parties, the Tribunal may make separate Awards on different issues at different times.

39.2 Where the Tribunal consists of more than one arbitrator, any Award or decision of the Tribunal shall be arrived at by a majority.

39.3 All Awards shall be in writing and shall be final and binding on the parties.

39.4 The Tribunal shall state the reasons upon which the Award is based, unless the Parties have agreed that no reasons are to be given.

39.5 The award may indicate among other things:

- a. The arbitrators, the parties and their representatives;
- b. The arbitration agreement;
- c. The seat of the arbitration;
- d. The stance of the parties;

- e. The reasons upon which the decision is based, even in summary form;
- f. The decision;
- g. The decision on the allocation of the costs of the proceedings, with reference to the decision on the costs of the Tribunal, GIMAC, and on the legal costs of the parties.

39.6 The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period up to the date of the award, which the Tribunal determines to be appropriate.

39.7 The Tribunal may award simple or compound interest on any sum awarded by the Tribunal at such rate, which the Tribunal determines to be appropriate, for the period from the date of the award till payment or realisation.

39.8 The Tribunal shall determine the currency of the award where:

- a. Unless otherwise decided by the Tribunal, any award shall be issued in the currency or currencies of payment indicated by the underlying contracts or other legal instruments upon which the relevant claim is based or, where such contracts or instruments do not specify a currency or currencies of payment or where the relevant claim is not based on such contracts or instruments, in a currency to be determined by the Tribunal, having regard to the circumstances of the case, including the underlying contracts or other legal instruments upon which the relevant claim is based.
- b. Any obligation to pay arising under an award or any other decision of the tribunal shall not be discharged or satisfied by tender in any currency other than the currency of the award or decision, except to the extent that such tender results in the actual receipt of the full amounts payable in respect of such award or decision by the party to which payment is owed, provided that party acts in good faith and uses commercially reasonable procedures in converting the currency so tendered into the currency of the award or decision.

39.9 The Tribunal may, after consulting the parties, take into consideration in any award or other decision any tax consequences of any amounts payable.

39.10 By agreeing to arbitration under GIMAC Arbitration Rules, the parties undertake to comply with any Award without delay.

- 39.11 An Award shall be signed by the arbitrators either physically or electronically, unless provided otherwise by a relevant law, and state the date on which the Award was made and the seat of arbitration.
- 39.12 Where the Tribunal consists of more than one arbitrator and any of them fails to sign, the Award shall be signed by a majority of the Tribunal and have the reason for the absence of the signature stated.

Rule 40 - Review of Awards

- 40.1 Before making any award, the Tribunal shall submit such award in draft form ("draft Award") to the Registrar. Unless the Registrar extends the period of time or unless otherwise agreed by the parties, the Tribunal shall submit the draft award to the Registrar, not later than 3 months from the date on which the Tribunal declares the closure of proceedings under Rule 38.
- 40.2 Where the Tribunal re-opens the arbitral proceedings pursuant to Rule 38.5, the time limit for submitting the draft Award to GIMAC for review shall recommence.
- 40.3 The President may, as soon as practicable, suggest modifications as to the form of the draft Final Award and, without affecting the Tribunal's liberty to decide the dispute, draw the Tribunal's attention to any perceived irregularity of the draft Final Award, including any matters relating to the procedural history, general content issues, points of substance and any clerical, typographical or computational errors, without affecting the Tribunal's liberty of decision on merits.
- 40.4 If there are any perceived irregularities pursuant to Rule 40.3, the Tribunal shall resubmit the draft Award to GIMAC within 10 days from the date on which the Tribunal is notified of such irregularities, subject to any extension granted by the Registrar, if requested by the Tribunal.
- 40.5 If there are no perceived irregularities pursuant to Rule 40.3 or upon completion of the review pursuant to Rule 40.4, GIMAC shall notify the Tribunal and the Parties in writing that the review has been completed by the President.
- 40.6 No award shall be made by the Tribunal until it has been approved by the President as to its form.
- 40.7 Rule 40 does not apply to an Emergency Award, nor to any interpretation of an Award pursuant to Rule 43 or correction of an Award pursuant to Rule 44.

Rule 41 - Delivery of Awards

- 41.1 The Tribunal shall deliver sufficient originals of the Award to the GIMAC for authentication.
- 41.2 The Registrar shall transmit certified copies of the award to the parties upon full settlement of the costs of the arbitration, including any government or statutory imposed taxes or other charges where applicable.
- 41.3 The Award shall be delivered by GIMAC to the Parties and shall be deemed to have been delivered on the day of the Parties' earliest receipt by email, collection by hand or registered mail.

Rule 42 - Settlement or Other Grounds for Termination of Proceedings

- 42.1 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 the parties and accepted by the Tribunal, record the settlement in the form of a Consent Award on agreed terms.
- 42.2 The Tribunal is not obliged to give reasons for a Consent Award.
- 42.3 Within 60 days of the notification of the settlement and prior to the delivery of the Consent Award upon the Parties, the Tribunal shall submit the draft Consent Award to the GIMAC for review of Consent Award, in respect of which Rules 40 and 41 shall apply.
- 42.4 If, prior to the delivery of the Final Award, the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason other than the Parties' agreement to settle the dispute, the Tribunal shall after consulting the parties, issue an order for the termination of the arbitral proceedings, in whole or in part, if it considers such termination appropriate.
- 42.5 If the parties do not request a Consent Award, the parties shall inform GIMAC that a settlement has been reached and the Tribunal shall issue an order for the termination of the proceedings.
- 42.6 Notwithstanding the settlement reached, or that the Tribunal has otherwise terminated the arbitral proceedings, the arbitration shall only be deemed concluded and the Tribunal discharged upon full settlement of the costs of arbitration as determined by GIMAC.

42.7 Copies of the order for the termination of the arbitral proceedings shall be signed by the Tribunal and delivered to the Parties and GIMAC by the Tribunal as soon as practicable.

Rule 43 - Interpretation of Awards

43.1 A party, by written notice to the Registrar and the other party(ies), within 30 days of receipt of any Award, may request the Tribunal to give an interpretation of the Award. If the Tribunal considers the request to be justified, it shall provide the interpretation in writing within 45 days after receipt of the request. The interpretation shall form part of the Award. The provisions of Rule 38 to 42 shall apply.

43.2 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award, interpretation of an Award or an additional Award under this Rule.

43.3 The provisions of Rule 38 to 42 shall apply in the same manner with the necessary or appropriate changes in relation to interpretation of an Award made.

Rule 44 - Correction of Awards

44.1 A party, by written notice to the Registrar and the other party(ies), within 30 days of receipt of any award, may request the Tribunal to correct any error in computation, any clerical or typographical error, or any error or any omission of a similar nature in the Award. At the discretion of the Tribunal, the Tribunal may give the Parties an opportunity to provide a response to the Request, and if the Tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of request.

44.2 The Tribunal, on its own initiative, may correct any such errors within 30 days of the date of the award.

44.3 Such corrections shall be in writing and shall form part of the award. The provisions of Rule 38 to 42 shall apply.

44.4 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make a correction of an Award under this Rule.

44.5 The provisions of Rule 38 to 42 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award made.

Rule 45 - Additional Awards

45.1 A party, by written notice to the Registrar and the other party(ies), within 30 days of receipt of any Award, may request the Tribunal to make an additional Award as to claims presented in the arbitration proceedings but not decided by the Tribunal. If the Tribunal considers the request to be justified, it shall make the additional award within 60 days of receipt of the request. When such an award or additional award is made, the provisions of Rule 38 to 42 shall apply.

45.2 The Registrar may, if necessary, extend the period of time within which the Tribunal shall make an additional Award under this Rule.

45.3 The provisions of Rule 38 to 42 shall apply in the same manner with the necessary or appropriate changes in relation to any additional Award made.

Rule 46 - Parties' Obligation to give effect to the Award

46.1 The parties undertake to carry out the award without delay.

Chapter IX - Tribunal Secretary, Facilities and Additional Services

Rule 47 - Tribunal Secretary, Facilities and Additional Services

47.1 In accordance with this Rule 47 and the Notifications for the time being in force:

- a. The Tribunal may, after considering the views of the parties and in consultation with the Registrar, appoint a Tribunal Secretary; or
- b. The Registrar may, on the request of the Tribunal, after considering the views of the parties, appoint a member of the GIMAC Secretariat as a Tribunal Secretary.

47.2 The duties of disclosure under Rule 20 shall apply, mutatis mutandis, to the appointment of any Tribunal Secretary.

47.3 The Tribunal shall not delegate any of its decision-making or other essential functions to the Tribunal Secretary. All tasks carried out by the Tribunal Secretary shall be carried out on behalf of, and under the supervision of, the Tribunal.

47.4 A Tribunal Secretary may be removed by the Tribunal in consultation with the Registrar.

47.5 A party who wishes to challenge a Tribunal Secretary shall file a Notice of Challenge within 7 days from the date of the notice of appointment of the Tribunal Secretary or within 7 days from the date that the circumstances specified in Rule 26.1, which applies herein mutatis mutandi, became known or should have reasonably been known to that party.

47.6 Any challenge to the Tribunal Secretary shall be decided by the Registrar who shall not be required to provide reasons for the decision. The Registrar's decision on any challenge to a Tribunal Secretary shall be final and not subject to appeal under these Rules.

47.7 Any fees charged by, or expenses reimbursed to, a Tribunal Secretary shall form a part of the costs of the Arbitration under Rule 49.1.

47.8 The GIMAC may, at the request of the Tribunal or either Party, make available or arrange for facilities and additional services in the conduct of the arbitral proceedings as required.

47.9 The facilities and additional services may include: suitable accommodation, catering or refreshments for sittings of the Tribunal, tribunal secretary services, transcription services, in-person hearing facilities, interpretation services, and virtual hearing facilities.

47.10 The costs of such additional facilities and services shall be borne in equal shares by the Parties, unless otherwise agreed to by the Parties or ordered by the Tribunal.

Chapter X - Fees and Costs of Arbitration

Rule 48 - Fees and Deposits

- 48.1 The costs of the arbitration (Tribunal's Fees & GIMAC's Fees) shall be determined by the President in accordance with the Schedule of Fees.
- 48.2 The President shall fix the amount of deposits payable towards the costs of the arbitration. Claimant and Respondent to deposit an equal amount each, unless otherwise directed by the President.
- 48.3 The President may fix separate deposits on costs for claims and counterclaims, respectively. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the President. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted considering such information as may subsequently become available.
- 48.4 During the arbitral proceedings, GIMAC may request supplementary deposits from the parties.
- 48.5 If the required deposits are not paid in full within 30 days after the receipt of the request, the President shall so inform the parties in order that one or more of them may make the required payment.
- 48.6 If such a payment is not made -
- a. The President may, after consulting with the Tribunal and the Parties, direct the Tribunal to order the suspension or termination of the arbitral proceedings or any part thereof;
 - b. The President may set a limit, after consultation with the Tribunal (if constituted) and after informing the parties, on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

48.7 In all cases, the costs of the arbitration shall be finally determined by the President at the end of the proceedings. If the claim and/or counterclaim is not quantified, the President shall finally determine the costs of the arbitration, as set out in Rule 49, at his/her discretion considering the circumstances of the case, including the stage of proceedings at which the arbitration concluded.

48.8 All deposits towards the costs of the arbitration shall be made to and held by GIMAC. Interest, if any, which may accrue on such deposits shall be retained by GIMAC.

48.9 In exceptional circumstances, the President may direct the parties to pay an additional fee, in addition to that prescribed in the applicable Schedule of Fees, as part of GIMAC's administration fees.

48.10 If the arbitration is abandoned, suspended, withdrawn or concluded, by agreement or otherwise, before the final award is made, the parties shall remain jointly and severally liable to pay to GIMAC and the Tribunal, the Costs of Arbitration determined by the President.

48.11 After a termination order or final award has been made by the Tribunal, the President (in consultation with Tribunal) shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

Rule 49 - Costs of the Arbitration

49.1 The term "Costs of Arbitration" includes:

- a. The Tribunal's fees and expenses and the Emergency Arbitrator's fees and expenses, where applicable;
- b. GIMAC's administration fees and expenses;
- c. Costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal;
- d. any Fees and Expenses incurred in connection with appointment and services by any Tribunal Secretary pursuant to Rule 47;
- e. any costs incurred towards the usage of GIMAC's facilities and additional services pursuant to Rule 47; and
- f. any other costs as directed by the Tribunal.

49.2 The Tribunal shall specify in the Award, the total amount of the costs of the arbitration, unless otherwise agreed by the parties.

49.3 The costs of the arbitration shall, in principle, be borne by the unsuccessful party or parties. However, the Tribunal, at its discretion, may apportion each of such costs between the parties if it determines that apportionment is reasonable, considering the circumstances of the case.

49.4 The Tribunal shall in the Final Award or, if it deems appropriate, in any other Award, determine any amount that a party may have to pay to another party as a result of the decision on allocation of costs.

Rule 50 - Tribunal's Fees and Expenses

50.1 The fees of the Tribunal shall be fixed by GIMAC in accordance with Schedule of Fees under these Rules, and the stage of the proceedings at which the arbitration concluded. The parties may agree to alternative methods of determining the Tribunal Fees Arrangement prior to the constitution of the Tribunal or at a meeting of the Tribunal.

50.2 The Tribunal may also take into account the parties' conduct in the arbitration, including any co-operation in facilitating the proceedings as to time and cost and any non-cooperation resulting in undue delay and unnecessary expense. Any decision on costs by the Tribunal shall be made with reasons in the award containing such decision.

50.3 The Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable notification by GIMAC.

Rule 51 - Party's Legal and Other Costs

51.1 The Tribunal shall have the authority to order in its Award that all or part of the legal or other costs and expenses incurred by a party (the "Legal Costs") be paid by another party. The Tribunal shall decide the amount of such Legal Costs on such reasonable basis as it thinks appropriate.

Rule 52 - Third Party Funding

52.1 Subject to applicable law, in case of funding by a third party in relation to the proceedings and its outcome, the party(ies) shall disclose the existence of the funding and the identity of the funder, the funder's interest in the outcome of the

proceedings, and if the funder has committed to cover any liability for adverse costs.

- 52.2 After the constitution of the Tribunal, a party shall not enter into a third-party funding agreement which may give rise to a conflict of interest with any member of the Tribunal.

The funded party shall immediately notify the Tribunal, the parties and the Registrar of any changes to the third-party funding agreement in respect of which disclosures had previously been made.

- 52.3 The Tribunal may order the disclosure of the information referred to in Rule 38.1 and, after considering the views of the parties, details of the third-party funder's interest in the outcome of the proceedings, and whether the third-party funder has committed to undertake adverse costs liability.

Chapter XI - Other Provisions

Rule 53 - No Liability

- 53.1 Except for intentional wrongdoing, none of the former GIMAC's officers, members and employees, members of GIMAC Council, the Registrar (including any Deputy Registrar or Assistant Registrar), any arbitrator, any Emergency Arbitrator and any expert to the Tribunal shall be liable to any party howsoever for any negligence, act or omission in connection with any arbitration administered by GIMAC in accordance with these Rules.
- 53.2 After the award has been made and all the possibilities of any addendum or additional award have been lapsed or exhausted, none of the former GIMAC's officers, members and employees, members of the Council, the Registrar (including any Deputy Registrar or Assistant Registrar), any arbitrator, any Emergency Arbitrator and any expert to the Tribunal shall be under any legal obligation to make any statement to any person about any matter concerning the arbitration, nor shall any party seek to make any of these bodies or persons witness in any legal or other proceedings arising out of the arbitration.

Rule 54 - Confidentiality

- 54.1 Unless otherwise agreed by parties, a party or any arbitrator (including any Emergency Arbitrator), or any person appointed by the Tribunal (including any administrative secretary and any expert) shall at all times treat all matters relating to the arbitral proceedings, any Award, Order, Ruling, or Decision as confidential, save for as required by any applicable law.
- 54.2 A party or any arbitrator or any person appointed by the Tribunal shall not, without the prior written consent of all the parties, disclose to a third party any such matter except:
- a. for the purpose of making an application to any competent court of any state to enforce or challenge the Award;

- b. pursuant to order of or a subpoena issued by a court of competent jurisdiction;
- c. for the purpose of pursuing or enforcing a legal right or claim;
- d. in compliance with the provisions of the laws of any state which are binding on the party making the disclosure;
- e. in compliance with the request or requirement of any regulatory body or other authority; or
- f. pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

54.3 The deliberations of the Tribunal shall remain confidential.

54.4 GIMAC shall not publish any Award, Order, Ruling, or Decision or any part thereof without the prior written consent of all parties and the Tribunal.

54.5 In Rule 54.1, “matters relating to the arbitral proceedings” includes the existence of the arbitral proceedings, and the pleadings, evidence and other materials in the arbitral proceedings and all other documents produced by another party in the arbitral proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.

54.6 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.

Rule 55 - Decisions of GIMAC

55.1 The decisions of the Council, the President, and the Registrar of GIMAC with respect to all matters relating to the arbitration shall be conclusive and binding upon the parties and the Tribunal.

55.2 The Council, the President, and the Registrar of GIMAC shall not be required to provide reasons for such decisions, as may be provided in these Rules.

55.3 The parties shall be taken to have waived any right of appeal or review in respect of any decisions of the Council, the President, and the Registrar of GIMAC to any court or other judicial authority, to the extent permitted by any applicable law.

Rule 56 - Miscellaneous Provisions

56.1 In all matters not expressly provided for in these Rules, the President, the Council, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make

every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Order or Award.

- 56.2 If any part of the Arbitration Agreement is decided by the Tribunal, the Emergency Arbitrator, or any court or other legal authority of competent jurisdiction to be invalid, ineffective or unenforceable, such decision shall not adversely affect any order or award by the Tribunal or the Emergency Arbitrator or any other part of the Arbitration Agreement which shall remain in full force and effect, unless prohibited by any applicable law.

Rule 57 - Default

- 57.1 If a Party, duly notified under the GIMAC Arbitration Rules, fails to appear at a hearing or meeting without showing sufficient cause, the Tribunal may proceed with the arbitration.
- 57.2 If a Party, duly invited by the Tribunal to produce documents, exhibits or other evidence, fails to do so in accordance with the Procedural Order without showing sufficient cause, the Tribunal may make the Award based on the evidence before it.
- 57.3 If a Party, without showing any sufficient cause, fails or refuses to comply with the Rules or with the Tribunal's directions or orders, or with any decision, ruling, order or award, then the Tribunal shall proceed with the arbitration.
- 57.4 Where Rules 57.1 to 57.3 apply, the Tribunal may impose such sanctions as it deems appropriate and make an award on the evidence before it unless provided otherwise by a relevant law or an order of any court of competent jurisdiction.

Rule 58 - Mediation, Expert Determination and Arbitration

- 58.1 Prior to commencing any arbitral proceedings under GIMAC Arbitration Rules, the parties may attempt to amicably settle their dispute pursuant to the GIMAC Mediation Rules.
- 58.2 Where a mediation pursuant to Rule 58.1 is unsuccessful, the Parties may proceed to refer such dispute to an expert determination under GIMAC Expert Determination Rules, or to an arbitration under GIMAC Arbitration Rules whereupon, half of GIMAC Administrative Fee for the mediation shall be credited towards GIMAC Administrative Fee in respect of the expert determination or arbitration.

58.3 Prior to commencing any arbitral proceedings under GIMAC Arbitration Rules, the Parties may attempt to refer any issue arising between them for a decision by an Expert pursuant to the GIMAC Expert Determination Rules.

58.4 Where an Expert Determination pursuant to Rule 58.3 is unsuccessful, the Parties may proceed to refer such decision (if any) to arbitration under GIMAC Arbitration Rules whereupon, half of GIMAC Administrative Fee for the Expert Determination shall be credited towards GIMAC Administrative Fee in respect of the arbitration.

Rule 59 - Waiver of Right to Object

59.1 A failure by any party to promptly object to any non-compliance with GIMAC Arbitration Rules or any requirement of the arbitration agreement shall be deemed to be a waiver of the right of that Party to make such an objection, unless the Party can demonstrate that its failure to object was justified in the circumstances.

59.2 Any party who is aware that any provision of the Arbitration Agreement has not been complied with and yet proceeds with the arbitration without promptly raising any objection of such non-compliance to the Registrar or the Tribunal, shall be treated as having irrevocably waived its right to object.

Rule 60 - Non-Reliance

60.1 All statements or comments, whether written or oral, made in the course of the arbitral proceedings shall not be relied upon to institute, commence or maintain any action for defamation, libel or slander.

Rule 61 - Procedural Form

61.1 Unless the parties agree that the reference before the Tribunal is ready to proceed to an Award on the exclusive basis of the pleadings, documentary evidence and written submissions only that have already been served, the parties shall complete the Procedural Form in the format set out in Schedule 3 and it shall be delivered to the Tribunal, GIMAC and the other party or parties within 14 days after the time fixed for the service of the Statement of Defence and Counterclaim.

61.2 The Procedural Form must contain the declaration set out at the end of the document which shall be signed by a properly authorized officer or designated authority or representative of the party.



PART-II

SCHEDULES

Schedule 1 GIMAC Administrative Fee and Arbitrator's Fees

1. Registration / Case Filing Fees (Non-Refundable)

Case Filing Fees (Domestic)	INR 15,000
Case Filing Fees (International)	INR 25,000

* Registration / Case Filing Fees does not include the taxes as may be applicable

2. GIMAC Administrative Fee (Applicable for both Domestic & International Cases)

Amount in Dispute (INR)	GIMAC Administrative Fee (Excl. Taxes) (INR)
Up to 5,00,000	25,000
5,00,001 to 10,00,000	50,000
10,00,001 to 20,00,000	80,000 + 1.5% over 10,00,000
20,00,001 to 50,00,000	80,000 + 1.5% over 20,00,000
50,00,001 to 1,00,00,000	80,000 + 1.4% over 50,00,000
1,00,00,001 to 5,00,00,000	1,20,000 + 0.85% over 1,00,00,000
5,00,00,001 to 10,00,00,000	1,20,000 + 0.5% over 5,00,00,000
10,00,00,001 to 20,00,00,000	1,20,000 + 0.22% over 10,00,00,000
20,00,00,001 to 50,00,00,000	2,40,000 + 0.22% over 20,00,00,000
50,00,00,001 to 100,00,00,000	2,40,000 + 0.09% over 50,00,00,000

1,00,00,00,001 to 500,00,00,000	2,40,000 + 0.05% over 1,00,00,00,000
500,00,00,001 to 1000,00,00,000	5,00,000
1000,00,00,001 to 50,00,00,00,000	5,00,000
Above 50,00,00,00,000	10,00,000

***Administration Fees does not include the following:**

- Fees & Expenses of the Tribunal
- Fees & Expenses of the Tribunal Secretary
- Usage costs of facilities and support services for and in connection with any meeting or hearing
- Out of Pocket Expenses
- Taxes as may be applicable

3. Domestic & International Arbitrator's Fees

Amount in Dispute (INR)	GIMAC Arbitrator Fee (Excl. Taxes) (INR)
Up to 5,00,000	45,000
5,00,001 to 10,00,000	45,000 + 3.5% over 5,00,000
10,00,001 to 20,00,000	62,500 + 3.5% over 10,00,000
20,00,001 to 50,00,000	97,500 + 3% over 20,00,000
50,00,001 to 1,00,00,000	1,87,500 + 3% over 50,00,000
1,00,00,001 to 5,00,00,000	3,37,500 + 1% over 1,00,00,000
5,00,00,001 to 10,00,00,000	7,37,500 + 1% over 5,00,00,000
10,00,00,001 to 20,00,00,000	12,37,500 + 0.75% over 10,00,00,000
20,00,00,001 to 50,00,00,000	19,87,500 + 0.5% over 20,00,00,000
50,00,00,001 to 100,00,00,000	30,00,000
1,00,00,00,001 to 500,00,00,000	45,00,000

500,00,00,001 to 1000,00,00,000	60,00,000
1000,00,00,001 to 50,00,00,00,000	75,00,000
Above 50,00,00,00,000	1,00,00,000

4. International Arbitrator's Fees (Same as Domestic)

Amount in Dispute (INR)	GIMAC Arbitrator Fee (Excl. Taxes) (INR)
Up to 5,00,000	45,000
5,00,001 to 10,00,000	45,000 + 3.5% over 5,00,000
10,00,001 to 20,00,000	62,500 + 3.5% over 10,00,000
20,00,001 to 50,00,000	97,500 + 3% over 20,00,000
50,00,001 to 1,00,00,000	1,87,500 + 3% over 50,00,000
1,00,00,001 to 5,00,00,000	3,37,500 + 1% over 1,00,00,000
5,00,00,001 to 10,00,00,000	7,37,500 + 1% over 5,00,00,000
10,00,00,001 to 20,00,00,000	12,37,500 + 0.75% over 10,00,00,000
20,00,00,001 to 50,00,00,000	19,87,500 + 0.5% over 20,00,00,000
50,00,00,001 to 100,00,00,000	30,00,000
1,00,00,00,001 to 500,00,00,000	45,00,000
500,00,00,001 to 1000,00,00,000	60,00,000
1000,00,00,001 to 50,00,00,00,000	75,00,000
Above 50,00,00,00,000	1,00,00,000

Appointment Fees (GIMAC Institutional Arbitration)*		
Sole Arbitrator/ Per Arbitrator	INR 30,000 (Dom)	INR 30,000 (Int)
Presiding Arbitrator	INR 50,000 (Dom)	INR 50,000 (Int)
Per Arbitrator / Replacement Arbitrator	INR 30,000 (Dom)	INR 30,000(Int)

Appointment Fees (Ad Hoc) as Appointing Authority**		
1 Arbitrator	INR 15,000 (Dom)	INR 15,000(Int)
2 Arbitrators	INR 25,000 (Dom)	INR 25,000 (Int)
3 Arbitrators	INR 35,000 (Dom)	INR 35,000(Int)
* Fees does not include the taxes as may be applicable		

Ad-Hoc Supplementary Services Fees
The fees for the Ad-Hoc Supplementary Services shall be communicated by the Registrar to the Parties upon request, as determined and notified from time to time by GIMAC.

Ad-Hoc Services that may be provided by GIMAC at the request of parties and the Arbitral Tribunal towards Domestic Ad-Hoc Arbitrations, including various services to facilitate ADR services towards just, cost-effective and time bound resolution of disputes and generate revenue for GIMAC.

- Tribunal Secretary Services,
- Review of Draft Awards,
- Hearing Facilities [Physical as well as Virtual Hearings],
- Collection of Deposits through Deposit Holding Agreements

Notes:

- The Fee calculated as per above schedule is payable to one arbitrator. In case of three-member Arbitral Tribunal, the Arbitral Tribunal's fee shall be three times the amount indicated under "Fee" column above.
- Arbitral Tribunal's Fee for emergency arbitrations shall be capped at 10% of fee for the applicable slab in the above Schedule, subject to a minimum of ₹ 45,000 and a maximum of ₹ 10,00,000/-

- In respect of matters referred to GIMAC for arbitration by any High Court under the provisions of the Arbitration & Conciliation Act, 1996, the schedule of fees shall be determined by reference to Arbitration and Conciliation Act, 1996 as directed by the concerned Court.
- Where the hearings involve travel by the arbitrator/s, the expenses for travel, accommodation and out of pocket expenses (actuals) shall be payable in addition to the fees.
- Taxes will be charged separately, as applicable.

Schedule 2

General Provisions on Fees, Expenses and Deposits

Clause 1 - Arbitrator's Fees and Expenses

1.1. Arbitrator's Fees:

- (a) The arbitrator's fees shall be payable by the Parties in equal shares, unless otherwise determined by the President, and shall form a part of the deposits.
- (b) Save where a Fee Agreement has been agreed between the Parties and Tribunal within 30 days from the constitution of the Tribunal, the Tribunal shall, as soon as practicable, inform the president regarding the execution of such an agreement. Where a fee agreement is executed after the 30 day limit has expired shall be subject to approval by the president. The scope of such fee agreement shall be limited to:
 - (i) the quantum and method of calculation of the Tribunal's fees and expenses; and
 - (ii) the scheduling of any interim release of fees and the amounts permitted thereunder pursuant to Schedule 2, Clause 1.1(I).
- (c) Save for the Fee Agreement, the arbitrator's fees shall be calculated pursuant to Schedule 1.
- (d) The fees payable to the arbitrator in Schedule 1 are exclusive of any applicable taxes or charges.
- (e) The Parties have a duty to pay and are liable for any government or statutory imposed taxes or other charges which amounts shall be included in the final calculation of the deposits, should GIMAC be requested by the arbitrator to collect such taxes or charges.
- (f) Any government or statutory imposed taxes or other charges not included in the final calculation of the deposits, may be recoverable by the arbitrator as against the Parties directly.

- (g) Where the Tribunal consists of more than one arbitrator and Schedule 1 applies, the total arbitrators' fee shall be derived by multiplying the amount of an arbitrator's fees by the number of the arbitrators, with the presiding arbitrator receiving 40% of the total arbitrators' fee and the co-arbitrators receiving the remaining 60% in equal shares, unless otherwise agreed by the Tribunal.
- (h) The arbitrator's fees shall only be payable upon the delivery to GIMAC of the Final Award pursuant to Rule 41 or the Emergency Award pursuant to Rule 13, unless otherwise agreed to by the Parties and the Tribunal.
- (i) An arbitrator shall not be entitled to any interim fees, unless a Fee Agreement executed between the parties and the Tribunal permits such interim release, and provided always that the total proportion of fees subject to interim release throughout the arbitral proceedings does not exceed 50% of the Tribunal's fees and expenses.
- (j) Where an arbitration is settled or has otherwise been terminated prior to the issuance of the Final Award, the costs of the arbitration, including the proportion of the costs of the arbitration to be borne by the Parties, shall be determined by the President after consulting the Tribunal.

1.2. Arbitrator's Expenses:

- (a) An arbitrator shall be entitled to claim reasonable out-of-pocket expenses and any per diem or other miscellaneous expenses incurred during the arbitral proceedings.
- (b) As part of the deposits, GIMAC may collect an amount towards the Tribunal's estimated expenses including out-of-pocket and per diem expenses, which shall be borne by the Parties in equal shares.
- (c) Out-of-pocket expenses reasonably incurred by the Tribunal shall be reimbursed upon submission and verification by GIMAC of the supporting invoices and receipts, in original or electronic copy, at the conclusion of the arbitral proceedings.
- (d) An arbitrator who is required to travel outside of the arbitrator's place of residence shall be reimbursed with the cost of Economy airfares for Domestic flights and Premium Economy for International flights, subject to the submission of the invoice or receipt in original or electronic copy to GIMAC for verification.
- (e) In addition to out-of-pocket expenses, an arbitrator shall be entitled to a per diem where the arbitrator is required to travel outside of the arbitrator's place

of residence, and unless otherwise agreed to by the Parties and the Tribunal in the Fee Agreement,

- (i) a per diem of INR [Insert Amount] shall be payable to the arbitrator whenever overnight accommodation is required; and
 - (ii) a per diem of INR [Insert Amount] shall be payable to the arbitrator if no overnight accommodation is required.
- (f) For the purposes of Clause 1.2(e), per diem shall include:
- (i) hotel accommodation;
 - (ii) meals/beverages;
 - (iii) laundry/dry cleaning/ironing;
 - (iv) city transportation (excluding airport transfers);
 - (v) correspondence costs (telephone, faxes, internet usage etc.); and
 - (vi) tips.
- (g) The Tribunal shall provide GIMAC with a reasonable estimation of its expenses prior to the hearing, or at the latest, prior to the closure of the proceedings pursuant to Rule 38.

- 1.3 In respect of matters referred to GIMAC for arbitration by any High Court under the provisions of the Arbitration & Conciliation Act, 1996, the schedule of fees shall be determined by reference to the Fourth Schedule of Arbitration and Conciliation Act, 1996 as directed by the concerned Court.

Clause 2 - GIMAC Administrative Fee

- 2.1. GIMAC Administrative Fee shall be payable by the Parties in equal shares, unless otherwise determined by the President, and shall form a part of the deposits.
- 2.2. GIMAC Administrative Fee shall be calculated pursuant to Schedule 1.
- 2.3. GIMAC Administrative Fee payable in Schedule 1 is exclusive of any applicable taxes or charges.
- 2.4. The Parties have a duty to pay and are liable for any government or statutory imposed taxes or other charges which amounts shall be included in the final calculation of the deposits, recoverable by GIMAC as against the Parties directly.

- 2.5 GIMAC Administrative Fee is not inclusive of other services such as suitable accommodation, catering or refreshments for sittings of the Tribunal, Tribunal secretary services, transcription services, in-person hearing facilities, interpretation services and virtual hearing facilities, which shall be chargeable to the requesting Party separately.

Clause 3 - Registration Fee

- 3.1 A registration fee of INR (15,000) for domestic arbitrations and INR (25,000) for international arbitrations shall be payable to GIMAC upon the submission of a Registration Request pursuant to Rule 8.
- 3.2 The registration fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or charges on the registration fee shall be payable at the prevailing rate.
- 3.3 The registration fee is non-refundable and, save where expressly stated otherwise in GIMAC Arbitration Rules, is inclusive of the services rendered by GIMAC and the President thereunder.
- 3.4 The registration fee does not constitute a part of GIMAC Administrative Fee, and shall be payable notwithstanding the operation of the Expedited Procedure in Rule 15.
- 3.5 The registration fee shall be payable in full by the Party submitting the Registration Request and shall not be subject to any deductions.

Clause 4 - Arbitrator's Challenge Request Fee

- 4.1 The following fee shall be payable upon submitting an Arbitrator's Challenge Request to GIMAC pursuant to Rule 20.5:

International Arbitration	Domestic Arbitration
INR (45,000)	INR (45,000)

- 4.2 The Arbitrator's Challenge Request Fee is exclusive of any government or statutory imposed taxes or other charges and an additional sum reflecting any such taxes or

charges on the Arbitrator's Challenge Request Fee shall be payable at the prevailing rate.

- 4.3 The Arbitrator's Challenge Request Fee is non-refundable, unless otherwise determined by the President, and does not constitute a part of the registration fee or GIMAC Administrative Fee.

Clause 5 - Emergency Arbitration Fees

- 5.1 Filing Fee for Emergency Arbitrator Application : (Non Refundable) INR 1,00,000

- 5.2 Emergency Arbitrator's Fees and Deposits:

The deposit for Emergency Arbitration fees and expenses shall be capped at Rs. 1,00,000/- (One Lakh only), unless otherwise determined by the Registrar.

The Emergency Arbitrator's Fee shall be capped at 10% of the fee for the applicable slab in the above Schedule, subject to a minimum of Rs. 45,000 and a maximum of Rs. 10,00,000

Schedule 3

Procedural Form

Introduction

This is a suggestive Procedural Form, pursuant to Rule 61 of the GIMAC Arbitration Rules 2026, and are suggestive in nature save where other directions made specifically set out as procedural requirements under the GIMAC Arbitration Rules 2026.

This document serves as a guide to arbitrators and parties representatives in an Arbitration matter under GIMAC Arbitration Rules 2026 towards the conduct of the arbitration proceedings, various procedural requirements, and the process culminating thereto.

The parties and their representatives shall answer the following questions and provide the requested information diligently and co-operatively to the fullest possible extent towards the conduct:

S.No	Contents of The Procedural Form	Applicable/ Not Applicable	Details [if Applicable]
A. GENERAL			
1.	What is the nature of the claim? [a brief description will suffice but any unusual feature should be identified and explained]	☐ Yes	
		☐ N/A	
2.	What is the currently estimated quantum of the claim and of any counterclaim?	☐ Claim ☐ Counterclaim ☐ Set-off	Amounts (in INR / USD)
		☐ N/A	
3.	Have the parties agreed to a list of issues? ☐ Yes ☐ No If not, each party shall define and list the following: - main factual, - technical, and - legal issues requiring determination in the reference before the Tribunal	☐ Yes	
		☐ N/A	
4.	Are any of the agreed or party-defined issues suitable for determination as a preliminary issue? ☐ Yes ☐ No If yes,	☐ Yes	
	(i) What is the means of procedure?		
	(ii) What savings of time or costs might be achieved upon preliminary determination of such issues?		
		☐ N/A	

5.	Is there to be any application for amendment(s) to the claim, defence or counterclaim?	☐ Yes (Amended) ☐ Claim ☐ Counterclaim ☐ Set-off	
		☐ N/A	
6.	Are there any issues of disclosure that remain to be dealt with and does either party have any intention of making a request for production of any documents to any other party?	☐ Yes	
		☐ N/A	
7.	Does any party request an oral hearing for the presentation of evidence or for oral argument in the reference, or is the Tribunal to determine the issues in the arbitration on a document-only basis?	☐ Yes ☐ Oral Hearing ☐ Yes ☐ Document Only Proceedings	
		☐ N/A	
B. IN RELATION TO FACT WITNESS WITH REFERENCE TO RULE 31			
8.	What witness evidence of fact in statement form is intended to be adduced and from whom?	☐ Yes	
		☐ N/A	
9.	In the case of each witness, what subjects and/or issues will be evidence of the witness cover	☐ Yes	
		☐ N/A	

10.	By what dates is it proposed such statements should be produced and served?	☐ Yes	
		☐ N/A	
11.	In the event that the Tribunal directs there is to be a hearing, which witness(es) will be called to give oral evidence at the hearing.	☐ Yes	
		☐ N/A	
12.	Have the parties considered whether and how factual witness evidence could be restricted, not duplicated and/or the need for it avoided, by agreeing facts or requesting or tendering admissions? [A brief report of the consideration given, and any steps taken or to be taken is required]	☐ Yes	
		☐ N/A	
C. IN RELATION TO PARTY-APPOINTED AND TRIBUNAL-APPOINTED EXPERTS WITH REFERENCE TO RULES 32 & 33			
13.	What expert evidence is needed for the Tribunal to resolve the agreed or defined technical issues? [as per identified in question 3]	☐ Yes	
		☐ N/A	
14.	What technical issues requiring determination might be resolved by the parties' joint instruction of an agreed (or Tribunal appointed) expert?	☐ Yes	
		☐ N/A	

15.	What expert evidence does each party otherwise intend to adduce by way of reports and/or oral testimony (if a hearing is ordered) and by when will experts' reports be exchanged?	☐ Yes	
		☐ N/A	
16.	By when is it proposed a meeting or meetings between experts (and of which experts together dealing with which issues) should take place and by what means; and by when and how an agenda for such meeting should be prepared and the outcome of the meeting recorded?	☐ Yes	
		☐ N/A	
17.	By what means or procedure should expert witnesses give their evidence at the hearing (if one is ordered)? If some form of witness conferencing is agreed or proposed, how and subject to what protocol (if any) is it proposed to be conducted?	☐ Yes	
		☐ N/A	
D. AS TO DETERMINATION OF DOCUMENTS ALONE OR IF THERE IS TO BE A HEARING			
18.	What, in either case, is the agreed or proposed timetable for the exchange of written submissions?	☐ Yes	
		☐ N/A	
19.	Is it possible to estimate the length of the hearing, if one is ordered to take place?	☐ Yes	
		☐ N/A	

20.	When is it proposed such hearing should take place?	☐ Yes	
		☐ N/A	
E. AS TO COSTS			
21.	What legal and other costs have been incurred in the reference by the party thus far? [Each party should provide a breakdown]	☐ Yes	
		☐ N/A	
22.	What are the estimated future legal and other costs likely to be incurred in the reference up to the publication of an Award? [Each party should again provide a breakdown]	☐ Yes	
		☐ N/A	
23.	Does either party consider that it is entitled to security for their costs and, if so, in what amount?	☐ Yes	
		☐ N/A	
F. MEDIATION			
24.	Does the party consider that the case is suitable for mediation?	☐ Yes	
		☐ N/A	
25.	Has mediation been proposed and/or rejected?	☐ Yes	

		☐ N/A	
26.	Does the party seek a pause (and if so for how long) in the procedural steps now to be followed, for the possibility of mediation to be explored/undertaken?	☐ Yes	
		☐ N/A	
G. EXPERT DETERMINATION			
27.	Does the party consider that the case is suitable for expert determination?	☐ Yes	
		☐ N/A	
28.	Has expert determination been proposed and/or rejected?	☐ Yes	
		☐ N/A	

DECLARATION (TO BE SIGNED BY AUTHORISED REPRESENTATIVE OF THE PARTY COMPLETING THIS PROCEDURAL FORM):

On behalf of the [Claimant/Respondent] I, the undersigned [Name] being [state position in organisation] and being fully authorised to make this declaration, confirm that I have read and understood, and agree to, the answers given above.

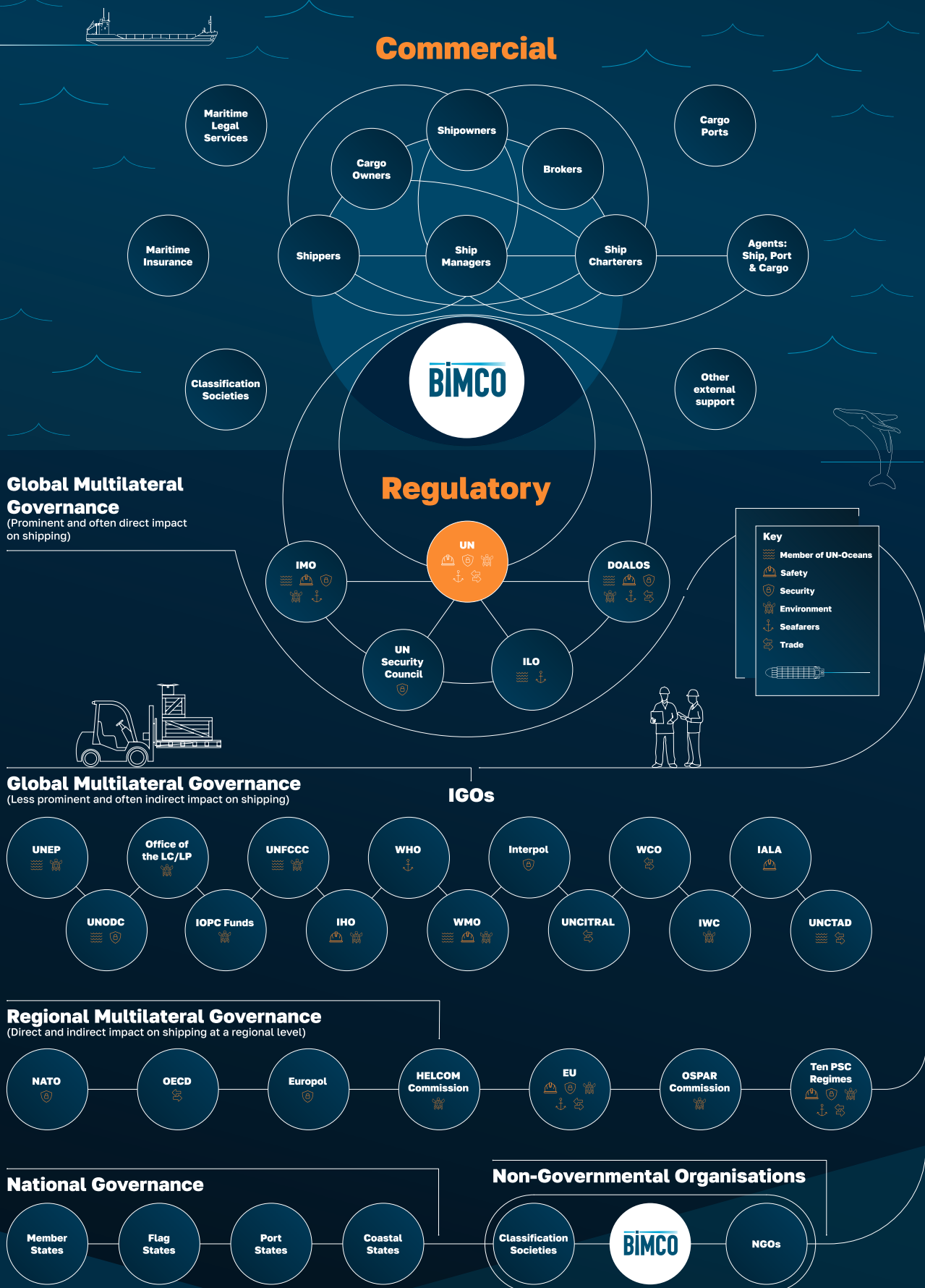
.....

Signature

.....

Date

SHIPPING EXPLAINED





GUJARAT INTERNATIONAL MARITIME ARBITRATION CENTRE (GIMAC)

2nd Floor, GIFT House, GIFT City,
Gandhinagar, Gujarat, India - 382355.

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