



**JUPITICE ONLINE
ADMINISTERED ARBITRATION
PROCEDURAL RULES**

INTRODUCTION

Jupitice ADMINISTRATOR has adopted these Rules for the parties who want to seek the benefits of using the Jupitice Justice administered platform for dispute resolution. **The JUPITICE ADMINISTRATOR has adopted mainly UNCITRAL Arbitration Rules 2013 read with Recommendations to assist Arbitral Institutions and other interested Bodies w.r.t. Arbitration under the UNCITRAL Arbitration Rules as a “Model” along with Model Procedural Rules for the APEC collaborative framework for ODR, UNCITRAL Technical Notes on Online Dispute Resolution** to draft its own rules with need based modification to make the rules compatible with conducting the Arbitration proceedings online.

APPLICATION

These Rules may be adopted in a written agreement at any time before or after a dispute has arisen, and may be adopted for use in both domestic and international arbitrations commenced under a contract or treaty. Provisions regarding the scope of application of these Rules are set out in Article 1.

SUGGESTED CLAUSES

1. The following model clause may be adopted by the parties to a contract who wish to refer any future disputes to arbitration in accordance with these Rules:

“Any dispute arising out of or in connection with the present contract, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by online arbitration using Jupitice Platform and administered by the Jupitice ADMINISTRATOR in accordance with the Jupitice Administered Online Arbitration Rules (“Rules”) for the time being in force, and the award made in pursuance to the same shall be binding on the parties.”

The seat of the Arbitration shall be

The number of Arbitrator(s) shall be (one or three)

The Arbitration proceedings shall be conducted in (insert language)

The law governing the arbitration agreement shall be

The law governing the contract shall be

The Appointing Authority shall be *Jupitice Administrator*

2. Parties to an existing dispute in which neither an arbitration clause nor a previous agreement with respect to arbitration exists, who wish to refer such dispute to arbitration under the **JUPITICE Administered Online Arbitration Rules**, may agree to do so in the following terms:

“We, the undersigned, agree to refer to online arbitration administered by Jupitice ADMINISTRATOR under the JUPITICE Administered Online Arbitration Rules with regard to any dispute, controversy, difference or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences or claims have arisen or may arise. This shall include the name of the parties, date of contract, place of contract and subject matter of the contract).

The seat of the arbitration shall be

The number of Arbitrator(s) shall be (one or three)

The Arbitration proceedings shall be conducted in (insert language)

The law governing the arbitration agreement shall be

The law governing the contract shall be

The Appointing Authority shall be *Jupitice ADMINISTRATOR*

Signed: _____ (Claimant)

Signed: _____ (Respondent)

Date: _____

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SECTION I. INTRODUCTORY RULES

ARTICLE 1

SCOPE OF APPLICATION

- 1.1. Where the parties have agreed to refer their disputes to the **Jupitice Justice Platform** for Arbitration or to Arbitration in accordance with the **Jupitice Administered Online Rules**, the parties shall be deemed to have agreed that the Arbitration shall be conducted pursuant to and administered by **Jupitice Administrator** in accordance with these Rules. These Rules shall also apply to any dispute which has been referred by any Court to Arbitration under these Rules.
- 1.2. The Jupitice Administrator does not itself resolve disputes. It administers the resolution of disputes by Arbitral Tribunals, in accordance with the **Jupitice Administered Online Arbitration Rules** (the “Rules”) via Jupitice Justice Platform.
- 1.3. These **Jupitice Administered Online Arbitration Rules** (the “Rules”) comprises the Articles and the Schedules as are, from time to time, amended by the Jupitice Administrator.
- 1.4. These Rules shall govern online Arbitration proceedings relating to any disputes between them in respect of a defined legal relationship, whether contractual or not, where an arbitration clause or arbitration agreement (whether entered into before or after a dispute has arisen) either, (a) provides for these Rules to apply or (b) provides for arbitration “administered by Jupitice Administrator” subject to such modifications as the parties may agree in writing before or during the course of Arbitral proceedings, except that where any of these Rules is in conflict with a provision of the law applicable to the Arbitration proceedings from which the parties cannot derogate, that provision shall prevail.

- 1.5. By agreeing to arbitration in accordance with Article 1.4, the parties accept that the Jupitice Administrator shall administer the arbitration proceedings and the Arbitration proceeding shall be performed on Jupitice Justice Platform.
- 1.6. Nothing in these Rules shall prevent parties to a dispute or arbitration agreement from naming Jupitice Provider as appointing authority, or from requesting certain administrative services from Jupitice, without subjecting the Arbitration to the provisions contained in these Rules. For the avoidance of doubt, these Rules shall not govern arbitrations where an arbitration agreement provides for arbitration under other rules, including other rules adopted by Jupitice from time to time.
- 1.7. These rules shall come into force on 14th May 2021 and shall apply to all the Arbitration falling within Article 1.1 in which the Notice of Arbitration is submitted on or after that date, unless otherwise agreed by the parties.
- 1.8. All the aspects of the Arbitration proceedings shall be accomplished electronically via Jupitice Justice Platform.
- 1.9. Nothing in these Rules shall prevent parties to a dispute or Arbitration Agreement, or a Court, from naming the **Jupitice Administrator** as the Appointing Authority or from requesting the use of the facilities and/or administrative services of the Jupitice Justice Platform without subjecting the Arbitration to these rules.
- 1.10. Jupitice ADMINISTRATOR is assisted in its work by the “**Jupitice Advisory Board**” (the “JAB”), Case Manager, Administrative Staff etc.

ARTICLE 2

DEFINITION & INTERPRETATION OF RULES

2.1 “**Arbitration**” means an **Online Arbitration Mechanism** for resolving disputes through the use of electronic communications, information & communication technology and other technologies via **Jupitice Justice Platform**.

2.2 “**Arbitration Act**” for all purposes shall be the Arbitration and Conciliation Act, 1996 as amended from time to time unless otherwise notified.

2.3 “**Arbitral Tribunal**” includes a Sole Arbitrator, or all the Arbitrators where more than one Arbitrator is appointed, and shall include an Emergency Arbitrator appointed under Jupitice Rules.

2.4 “**Arbitration Notification**” shall mean written communication sent by Jupitice when one of parties to the dispute commences arbitration as per the Jupitice Rules to the other concerned parties of the dispute.

2.5 “**Arbitration Agreement**” means an agreement in writing by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them; an Arbitration Agreement may be in the form of an arbitration clause or in the form of a separate contract.

2.6 “**Award**” shall mean any interim award, final award or any additional award passed by the Arbitrator or Arbitral Tribunal as per the Arbitration Act.

2.7 “**Additional Party**” includes one or more additional parties and references to “party” or “parties” and may include Claimant, Respondent and/or an additional party.

2.8 “**Case Manager**” shall mean the individual appointed by the Jupitice Platform to provide administrative and secretarial services to the parties and the Arbitral Tribunal for a particular case.

2.9 "**Claimant**" means any party initiating online arbitration proceedings under these Rules and includes one or more Claimants.

2.10 "**Claim**" or "**CounterClaim**" includes any claim or claims by any party against any other party.

2.11 "**Court**" shall mean the meaning ascribed to the term under the Arbitration and Conciliation Act, 1996.

2.12 "**Communication**" means any communication (including a statement, declaration, demand, notice, response, submission, notification, request and any other action(s) relating to arbitration) made by means of information generated, sent, received or stored by electronic, magnetic, optical or similar means via **Jupitice Justice Platform**.

2.13 "**Defense**" includes any defense or defenses by any party to any claim or counterclaim submitted by any other party, including any defense for the purpose of a set-off or cross-claim.

2.14 "**Dispute**" means any civil & commercial dispute.

2.15 "**Electronic Address**" means an information system, or portion thereof, designated by the parties to the online dispute resolution process to exchange communications related to that process.

2.16 "**Invitation to Arbitration**" shall mean the invitation sent by one party to another party to participate in the arbitration proceedings under Jupitice Rules via the Jupitice Justice Platform.

2.17 "**International Commercial Arbitration**" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is;

I. An individual who is a national of, or habitually resident in any country other than India; or

II. A body corporate, which is incorporated in any country other than India; or

III. An association or a body of individuals or a partnership firm, whether incorporated or not, whose central management and control is exercised in any country other than India; or

IV. The Government of a foreign country.

2.18 “**Jupitice Administrator** ” shall mean a technology-based intermediary (entity) that owns, operates and manages **Jupitice Justice Platform** to appoints, administers, coordinates and facilitate Online Arbitration proceedings between disputing parties and Arbitrators/Neutral under these Rules. The Administrator may also include any Deputy Administrator.

2.19 “**Jupitice Administrator**” has no obligation to give reasons for any decision it makes in respect of any arbitration commenced under these Rules. Unless otherwise determined by the Jupitice Administrator, all decisions made by the Jupitice Administrator under these rules are final and, to the extent permitted by any applicable law, not subject to appeal.

2.20 “**Jupitice Administrator**” shall have the power to interpret all provisions of these Rules. The arbitral tribunal shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by Jupitice Administrator, the Arbitral Tribunal's interpretation shall prevail.

2.21 “**Jupitice Administrator**” may from time to time issue code of conduct, guidance notes etc. to supplement, regulate and implement these Rules for the purpose of facilitating the administration of arbitrations governed by these Rules.

2.22 “**Jupitice Justice Platform**” means a dedicated digital system for generating, sending, receiving, storing, exchanging or otherwise processing communications in a manner that ensures data security under these Rules, to handle Arbitration cases online and for the parties to conduct Arbitral activities.

2.23 “**Jupitice Advisory Board**” is an independent body available on the Jupitice Justice Platform which is comprised of qualified & experienced professionals from legal, financial and technical field that assists the Jupitice

Administrator w.r.t. any matter that relates to Arbitral Tribunal which includes but not limited to decision on number of Arbitrators, appointment of Arbitrators, confirmations of Arbitrators, decision on the challenge of Arbitrators, replacement of Arbitrators, assistance in fixing the fees of Arbitrators, participation in the review mechanism on the costs & fees, advisory comments regarding deposits, approval of ADR professionals to be listed on the Panel maintained through Online Market Place.

2.24 “**Language**” includes one or more languages that the parties choose to conduct the Arbitration Proceedings.

2.25 “**Online Arbitration Mechanism**” means the conduct of End-to-End Online Arbitration Proceedings which are performed via Jupitice Justice Platform that includes but is not limited to from filing to conduct to award making.

2.26 “**Panel**” means the roster of Arbitrators maintained by Jupitice ADMINISTRATOR/Platform through its Global Online MarketPlace to ensure independence & impartiality of the Neutral.

2.27 “**Respondent**” means any party to whom notice is served under these Rules and includes one or more Respondents.

2.28 “**Seat**” of arbitration means the place of arbitration. Seat basically refers to the law that will be applicable to the Arbitration procedure.

2.29 “**Signature**” means an electronic signature.

2.30 “**Tribunal Secretary**” means any person approved by the parties, at the request of the Arbitral Tribunal, to render assistance to the Arbitral Tribunal.

2.31 “**Witness**” shall mean one who sees, knows or vouches for something or one who gives testimony, under oath or affirmation in person or by oral or written deposition, or by affidavit before the Arbitrator or Arbitral Tribunal.

2.32 These Rules include all Schedules attached thereto, as amended from time to time by the Jupitice Administrator, in force on the date the Notice of Arbitration is submitted.

2.33 English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.

ARTICLE 3

COMMUNICATIONS

3.1 Any communication by any party done via the Jupitice Justice Platform, Jupitice Administrator or the Arbitral Tribunal (or any of its members) shall be in writing. Any written communication by the Arbitral Tribunal (or any of its members) to any party shall also be copied to the Administrator.

3.2 All communications in the course of Arbitration proceedings shall be communicated to Jupitice Administrator via the Jupitice Justice Platform by the parties or their Legal Representatives.

3.3 All the parties to dispute, Arbitral Tribunal and the Jupitice Justice Platform shall have a designated "Electronic Address".

3.4 For the purposes of the Jupitice Justice Rules, any notice, communication or proposal shall be through electronic communication. Electronic communication through Jupitice can be serviced through any one of the following means/ modes of electronic communication:

(a) at the last known email address mentioned in the agreement between the parties or as mentioned in other communications stated by the party; and

(b) by text message on the registered mobile phone number mentioned in the agreement between the parties or as mentioned in other communications stated by the party.

3.5 A communication shall be deemed to have been received when, following communication to the Jupitice Administrator in accordance with Article 3.1, Jupitice Administrator notifies the parties and Arbitral Tribunal of its availability, in accordance with Article 3.4.

3.6 Jupitice Administrator shall promptly notify a party and/ or the Arbitral Tribunal of the availability of any communication directed to that party and/ or the Arbitral Tribunal through the Jupitice Justice platform.

3.7 Jupitice Administrator shall promptly notify all parties and Arbitral Tribunal of the commencement and conclusion of Arbitration proceedings as the case may be.

ARTICLE 4

CALCULATION OF TIME LIMIT

4.1. Time limits under these Rules shall begin to run on the day following the day when any written communication is received or deemed to be received.

4.2. The time of receipt shall be construed in accordance with the time zone at the seat of the Arbitration. If no seat has been designated by the parties or determined by Jupitice Administrator or by the Arbitral Tribunal, the time of receipt shall be construed based on Indian Standard Time (IST).

4.3. A communication shall be deemed to have been received in accordance with Article 3.4 on the day it is delivered.

4.4. If the circumstances of the case so justify, the Administrator may amend the time limits provided for in these Rules, as well as any time limits that the Administrator has set, whether any such time limits have expired. The Administrator shall not amend any time limits agreed by the parties or set by the Arbitral Tribunal or Emergency Arbitrator unless the parties agree or the Arbitral Tribunal or Emergency Arbitrator directs otherwise.

SECTION II. COMMENCEMENT OF THE ARBITRATION

ARTICLE 5

NOTICE/REQUEST OF ARBITRATION

5.1 The party or parties initiating recourse to Arbitration (hereinafter called the “Claimant”) shall communicate the Notice/Request of Arbitration to Jupitice Administrator as well as the other party subject to Article 3 via the Jupitice Justice Platform.

5.2 Jupitice Administrator shall promptly notify the Respondent that the notice is available at the Jupitice Justice Platform.

5.3 Arbitration proceedings shall be deemed to commence when, following communication to Jupitice Administrator of the notice pursuant to Article 4.1, Jupitice Administrator notifies the parties of the availability of the Notice/Request of Arbitration at the Jupitice Justice Platform.

5.4 The Notice/Request of Arbitration shall include the following:

- (a) A demand that the dispute be referred to arbitration;
- (b) The names and contact details of the parties to arbitration (including full address of both parties, email addresses and registered mobile numbers);
- (c) A copy of Arbitration agreement/Clause that is invoked;
- (d) A copy of any Contract or other legal instrument out of or in relation to which the dispute arises;
- (e) Brief description of facts relating to the dispute;
- (f) Time period to file response;
- (g) List of claims and an indication of the amount involved in the dispute;
- (h) Supporting documents, if any;
- (i) The relief or remedy sought;

(j) The signature or other means of identification of the Claimant.

5.5 The Claimant may submit such other documents or information with the request as it considers appropriate or as may contribute to the efficient resolution of the dispute.

5.6 The Notice of Arbitration shall be accompanied by payment to Jupitice Administrator of the Registration Fee as required by Schedule 1.

5.7 The Notice of Arbitration shall be sent not later than 05 days from filing the case on the Jupitice Platform. Once the Notice for Arbitration is received by the Jupitice Administrator, it shall promptly be notified to the other party.

5.8 If the Notice of Arbitration does not comply with these Rules or if the Registration Fee is not paid, Jupitice Administrator may request the Claimant to remedy the defect within an appropriate time limit. If the Claimant complies with such directions within the applicable time limit, the Arbitration shall be deemed to have commenced under Article 4.3 on the date the initial version was received by Jupitice Administrator. If the Claimant fails to comply, the Arbitration file shall be closed without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.

5.9 Where an amendment is made to the Notice of Arbitration prior to the constitution of the Arbitral Tribunal, Jupitice Administrator has discretion to determine whether and to what extent such amendment affects other time limits under the Rules.

5.10 The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the sufficiency of the Notice of Arbitration, which shall be finally resolved by the Arbitral Tribunal.

5.11 Where there are disputes arising out of or in connection with more than one contract, a party may:

(a) file an Arbitration Request/Notice in respect of each Arbitration Agreement invoked and concurrently submit an application to consolidate the Arbitrations or

(b) file a single Arbitration Request/Notice 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 Article 5 are satisfied. The party shall be deemed to have commenced multiple Arbitrations, one in respect of each Arbitration Agreement invoked, and the Arbitration Request shall be deemed to be an application to consolidate all such Arbitrations pursuant to Article 5.

5.12 Where a party has filed two or more Arbitration Requests pursuant to Article 4.12(a), the Administrator shall accept payment of a single filing fee under these Rules for all the Arbitrations sought to be consolidated. Where the application for consolidation is rejected, in whole or in part, the party filing the Arbitration Request shall be required to make payment of the requisite filing fee under these Rules in respect of each Arbitration that has not been consolidated.

5.13 Where a party has filed a single Arbitration Request pursuant to Article 4.12(b) and the application for consolidation is rejected, in whole or in part, such party shall file an Arbitration Request in respect of each arbitration that has not been consolidated and shall be required to make payment of the requisite filing fee under these Rules in respect of each Arbitration that has not been consolidated.

ARTICLE 6

REGISTRATION OF ARBITRATION REQUEST/NOTICE

6.1 Upon the receipt of a complete Arbitration Request/Notice, in accordance with the provisions of Article 5, the Administrator shall acknowledge the same and notify the parties of the commencement of the arbitration.

6.2 If the request made by the party or the Notice received via the Jupitice Justice Platform does not comply with these Rules or if the Registration Fee is not paid, the Administrator shall call upon the Claimant to remedy any

such defect within a period of three (03) days or any other period as may be determined by the Administrator. If the Claimant complies with such directions within the specified time limit, the arbitration shall be deemed to have commenced under Article 5.1 on the date the original Request/Notice was received by the Administrator.

6.3 At any time after the registration of the Arbitration Request/Notice but before the constitution of the Arbitral Tribunal, the Administrator may permit the Claimant to supplement or modify its Arbitration Request/Notice to correct any clerical, typographical or arithmetical errors.

ARTICLE 7

RESPONSE TO THE NOTICE OF ARBITRATION

- 7.1 Within 05 days of being notified of the availability of the Notice of Arbitration on the Jupitice Platform, the Respondent shall file its response to such a Notice of Arbitration via the Jupitice Justice Platform, which shall include:
- (a) The name and contact details of each Respondent (including full address of both parties, email addresses and registered mobile numbers);
 - (b) A response to the information set forth in the Notice of Arbitration, pursuant to article 4.4, paragraph (c), (d), (e), (f), (g) & (h).
- 7.2 Jupitice Administrator may grant the Respondent an extension of the time for filing its Response, provided the application for such an extension contains sufficient cause preventing the Respondent from doing the same.
- 7.3 The Respondent may submit such other documents or information with the request as it considers appropriate or as may contribute to the efficient resolution of the dispute.
- 7.4 The Notice of Arbitration shall be accompanied by payment to Jupitice Administrator of the Registration Fee as required by Schedule 1.
- 7.5 If the Registration Fee is not paid, Jupitice Administrator may request the Respondent to remedy the defect within an appropriate time limit. If the Respondent complies with such directions within the applicable time limit, the Arbitration shall be deemed to have commenced under Article 5.3 on the date the initial version was received by Jupitice Administrator. If the

Respondent fails to comply, the arbitration file shall be closed without prejudice to the Claimant's right to submit the same claim at a later date in a subsequent Notice of Arbitration.

- 7.6 The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the Respondent's failure to communicate a Response to the Notice of Arbitration, or an incomplete or late response to the Notice of Arbitration, which shall be finally resolved by the Arbitral Tribunal.

ARTICLE 8

ARBITRATION SUBMISSION AGREEMENT

- 8.1 Where an Arbitration agreement does not exist between the disputing parties, the parties can draft an Arbitration Submission Agreement on the Jupitice Platform in accordance with the law in force.
- 8.2 The Arbitration Submission Agreement shall be duly signed by the parties and shall contain all the terms and conditions in an unambiguous manner.
- 8.3 Where the parties have agreed to submit to Arbitration under the Rules, they shall be deemed to have submitted ipso facto to the Rules in effect on the date of commencement of the Arbitration, unless they have agreed to submit to the Rules in effect on the date of the Arbitration Agreement.
- 8.4 By agreeing to Arbitration under the Rules, the parties have accepted that Jupitice shall administer the Arbitration proceedings.
- 8.5 If any party against which a claim has been made does not submit its Response, or if any party raises one or more plea concerning the existence, validity or scope of the Arbitration agreement or concerning whether all of the claims made in the arbitration may be determined together in a single Arbitration, the Arbitration shall proceed and any question of jurisdiction or of whether the claims may be determined together in that Arbitration shall be decided directly by the Arbitral Tribunal.

- 8.6 If any of the parties refuses or fails to take part in the Arbitration proceedings or at any stage thereof, the Arbitration proceedings shall proceed notwithstanding such refusal or failure.
- 8.7 Unless otherwise agreed, the Arbitral Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void, provided that the Arbitral Tribunal upholds the validity of the Arbitration Agreement. The Arbitral Tribunal shall continue to have jurisdiction to determine the parties' respective rights and to decide their claims and pleas even though the contract itself may be non-existent or null and void.

Multiple Parties, Multiple Contracts and Consolidation(Article 9toArticle 11)

ARTICLE 9

JOINDER OF ADDITIONAL PARTIES

- 9.1 Prior to the constitution of the Arbitral Tribunal, a party or non-party to the Arbitration may file an application with the Jupitice Administrator for one or more additional parties to be joined in an Arbitration pending 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 consented to the Joinder of the additional party.
- 9.2 The Application for Joinder shall contain the following information:
- a. The case reference of the existing arbitration;
 - b. The name in full, description, address and other contact details of each of the 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. Identification of the relevant arbitration agreement and a copy of such agreement;
- e. A reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
- f. Brief facts and legal basis supporting the application, if any;
- g. Detailed reasons for Consolidation;
- h. Details of the claims which needs to be consolidated; and
- i. Supporting documents, if any.

9.3 The provisions of Articles 5.2, 5.7 & 5.9 shall apply, mutatis mutandis, to the Request for Joinder.

9.4 The additional party shall submit an Answer in accordance, mutatis mutandis, with the provisions of Articles 6 & 7 respectively.

9.5 The party or non-party applying for Joinder shall, at the same time as it files an application for Joinder with the Administrator, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Administrator that it has done so, specifying the date of service.

9.6 The Jupitice Administrator shall, after considering the views of all parties, including the additional party to be joined, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for Joinder. The Administrator's decision to grant an application for Joinder is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision. The Administrator's decision to reject an application for Joinder, in whole or in part, is without prejudice to any party's or non-party's right to apply to the Tribunal for Joinder pursuant to Article 9.7.

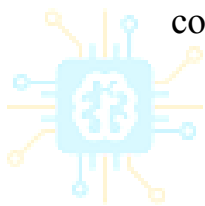
9.7 Where an application for Joinder is granted under Article 9.6, the Jupitice Administrator in consultation with the Jupitice Advisory Board may revoke the appointment of any Arbitrators appointed prior to the decision on Joinder. Unless otherwise agreed by all parties, including the

additional party joined, Article 14 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Administrator's decision.

9.8 After the constitution of the Tribunal, a party or non-party to the Arbitration may apply to the Tribunal for one or more additional parties to be joined in an Arbitration pending 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 consented to the Joinder of the additional party.



Jupitice

9.8. The Tribunal shall, after giving all parties, including the additional party to be joined, the opportunity to be heard, and having regard to the circumstances of the case, decide whether to grant, in whole or in part, any application for Joinder under Article 9.7. The Tribunal's decision to grant an application for Joinder under this Article is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.

9.9 Without prejudice to the powers of the Administrator pursuant to Article 9.7, where an application for Joinder is granted under Article 9.6 or Article 9.8, 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 in accordance with these Rules.

9.10 Where an application for Joinder is granted under Article 9.6 or Article 9.8, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

ARTICLE 10

CLAIMS BETWEEN MULTIPLE PARTIES

- 10.1 In arbitration with multiple parties, claims may be made by any party against any other party, subject to these rules provided that no new claims shall be made after the Terms of Reference/Term Sheet is signed or approved by the Jupitice Administrator without the authorization of the Arbitral Tribunal pursuant to Article ___.
- 10.2 Any party making a claim pursuant to Article 10.1 shall provide the information specified in Article 5.4, sub paragraphs c), d),e),and f).
- 10.3 Before the Jupitice Administrator transmits the file to the Arbitral Tribunal via Jupitice Justice Platform in accordance with the rules, the following provisions shall apply, mutatis mutandis, to any claim made; Article 5.4, except the exceptions specified under the Rules. Thereafter, the Arbitral Tribunal shall determine the procedure for making a claim.

ARTICLE 11

TERMS GOVERNING THE ARBITRATION PROCEEDINGS

- 11.1 Subject to the provisions stated hereinabove, the disputing parties shall draft and sign the terms which shall govern the Arbitration proceedings before the Appointment of the Arbitrator(s).
- 11.2 The terms shall be finalized between the parties after a detailed Pre-Discussion Conference is held between the parties via the Jupitice Platform.
- 11.3 The terms shall be unambiguous and clear to the parties.
- 11.4 In case of any discrepancy between the parties related to the terms, the matter shall be resolved by putting forward an application before the Jupitice Administrator.

ARTICLE 12

CONSOLIDATION OF ARBITRATIONS

- 12.1 The Jupitice Administrator may, at the request of a party, consolidate two or more arbitrations pending under the Rules into a single arbitration, where:
- (a) The parties have agreed to consolidation; or
 - (b) all of the claims in the arbitrations are made under the same arbitration agreement; or
 - (c) Where the claims in the arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes in the arbitrations arise in connection with the same legal relationship, and Jupitice Administrator finds the arbitration agreements to be compatible.
- 12.2 In deciding whether to consolidate, Jupitice Administrator may take into account any circumstances it considers to be relevant, including whether one or more arbitrators have been confirmed or appointed in more than one of the arbitrations and ,if so, whether the same or different persons have been confirmed or appointed.
- 12.3 When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by all the parties.

ARTICLE 13

REPRESENTATION AND ASSISTANCE

- 13.1 Each party may be represented or assisted by persons chosen by it. The names and addresses of such persons must be communicated to Jupitice Administrator subject to Article 3 for notification to the other party or parties and to the Arbitral Tribunal. Such communication must specify whether the appointment is being made for purposes of representation or assistance. Where a person is to act as a representative of a party, the Arbitral Tribunal, on its own initiative or at the request of any party, may at

any time require proof of authority granted to the representative in such a form as the Arbitral Tribunal may determine.

SECTION III. THE ARBITRAL TRIBUNAL

ARTICLE 14

GENERAL PROVISIONS

- 14.1 The Arbitral Tribunal shall be constituted in accordance with the agreement between the parties and their respective nominations as set out in the Arbitration Notice and its Response.
- 14.2 The terms of appointment of each Arbitrator shall be fixed by the Administrator in accordance with these Rules and in accordance with the agreement of the parties.
- 14.3 The Arbitral Tribunal shall be deemed to have been constituted on the date of notification of the appointment of the Arbitral Tribunal to the parties.
- 14.4 Where 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, who shall be the Presiding Arbitrator, shall be appointed in accordance with Article 14.7. In the absence of both such joint nominations having been made within 07 days of the date of commencement of the Arbitration or within the period otherwise agreed by the parties or set by the Administrator, the Administrator acting in consultation with the Jupitice Advisory Board shall appoint all three Arbitrators and shall designate one of them to be the Presiding Arbitrator.

ARTICLE 15

NUMBER OF ARBITRATORS

- 15.1 If the parties have not previously agreed on the number of Arbitrators, and if within 05 days after the receipt by the Respondent of the Notice of Arbitration the parties have not agreed upon the number of Arbitrators,

Jupitice Administrator shall appoint a sole Arbitrator, save where it appears to the Jupitice Administrator that the dispute is such as to warrant the appointment of three Arbitrators. In such case, the Claimant shall nominate an Arbitrator within 5 days from the receipt of the notification of the decision of the Jupitice Administrator, and the Respondent shall nominate an Arbitrator within a period of 5 days from the receipt of the notification of the nomination made by the Claimant. If a party fails to nominate an Arbitrator, the appointment shall be made by Jupitice Administrator in consultation with the Jupitice Advisory Board at the request of a party.

APPOINTMENT OF ARBITRATORS

ARTICLE 16

SOLE ARBITRATOR

- 16.1 A Sole Arbitrator shall be appointed in any Arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Administrator acting in consultation with the Jupitice Advisory Board, and giving due regard to any proposals by the parties, that the complexity, the quantum involved or other relevant circumstances of the dispute warrants the appointment of three Arbitrators.
- 16.2 If a Sole Arbitrator is to be appointed, either party may propose to the other party the names of one or more persons from the Panel of Arbitrators maintained by the ODR Service Provider, to serve as the Sole Arbitrator. Where the parties have reached an agreement on the nomination of a Sole Arbitrator, the Administrator shall appoint such nominees as Arbitrators.
- 16.3 If within 07 days after the date of commencement of the Arbitration, or within the period otherwise agreed by the parties or fixed by the Administrator, the parties have not reached an agreement on the nomination of a Sole Arbitrator by whatsoever reason, or if at any time either party so requests, the Administrator in consultation with the Jupitice Advisory Board shall appoint the Sole Arbitrator.

16.4 Where there are more than two parties to the Arbitration, and a Sole Arbitrator is to be appointed, the parties may agree to jointly nominate the Sole Arbitrator from a Panel of Arbitrators maintained by the ODR Service Provider. In the absence of such joint nomination having been made within 07 days of the date of commencement of the Arbitration or within the period otherwise agreed by the parties or fixed by the Administrator, the Administrator acting in consultation with the Jupitice Advisory Board shall appoint the Sole Arbitrator.

ARTICLE 17

THREE ARBITRATORS

17.1 If three Arbitrators are to be appointed, each party shall appoint one Arbitrator subject to Article 14. The two arbitrators thus appointed shall appoint the third Arbitrator who will act as the presiding Arbitrator of the Arbitral Tribunal.

17.2 The parties are free to choose their nominee Arbitrators from Jupitice MarketPlace available on the Jupitice Justice Platform or on its own.

17.3 If a party fails to make a nomination of an Arbitrator within 07 days after receipt of a party's nomination of an Arbitrator, or within the period otherwise agreed by the parties, the Administrator acting in consultation with the Jupitice Advisory Board shall appoint an Arbitrator on its behalf.

17.4 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 by the parties or fixed by the Administrator, the Administrator acting in consultation with the Jupitice Advisory Board shall appoint the third arbitrator, who shall be the presiding Arbitrator.

ARTICLE 18

NEUTRALITY, INDEPENDENCE AND QUALIFICATION OF ARBITRATORS

- 18.1 Any Arbitrator appointed to an Arbitral Tribunal constituted under these Rules shall be, and remain at all times, impartial and independent.
- 18.2 Any Arbitrator appointed to an Arbitral Tribunal constituted under these rules shall accept the appointment only where:
- (a) The Arbitrator is not aware of any circumstances which are likely to give rise in the mind of any party to any doubts as to the Arbitrator's impartiality or independence;
 - (b) The Arbitrator has sufficient time to commit to the Arbitration;
 - (c) The Arbitrator has the requisite qualifications as specified in the Arbitration agreement, if any, needed to decide the dispute; and
 - (d) There is nothing in the knowledge of the Arbitrator which may impede the discharge of the Arbitrator's duties as a member of the Arbitral Tribunal to decide the dispute. The Arbitrator shall specifically consider the demands on his or her physical presence (if required), the infrastructure and support available to him or her for the arbitration and any health concerns which he or she knows of.
- 18.3 The Arbitrator shall by way of a written disclosure inform the Administrator and the parties of his or her satisfaction of the conditions listed in (a) to (d) above.
- 18.4 Each Arbitrator shall assume a continuing duty, until the Arbitration is concluded, to disclose forthwith in writing any circumstances becoming known to that Arbitrator after the date of his or her written declaration under Article 18.2, which are likely to give rise to any justifiable doubts as to his or her impartiality or independence, to be delivered to the parties, any other members of the Arbitral Tribunal and the Jupitice Administrator.
- 18.5 Before appointment or confirmation, a prospective Arbitrator shall sign a statement of acceptance, availability, impartiality and independence in accordance with the law of the land. The prospective Arbitrators shall disclose in writing to the Jupitice Administrator any facts or circumstances which might be of such a nature as to call into question the Arbitrator's

independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to the Arbitrator's impartiality. Jupitice Administrator shall notify such information to the parties and fix a time limit for any comments from them.

- 18.6 The decisions of Jupitice Administrator as to the appointment, confirmation, challenge or replacement of an Arbitrator shall be final, unless otherwise agreed by the parties.
- 18.7 By accepting to serve, the Arbitrators undertake to carry out their responsibilities in accordance with the Rules.

ARTICLE 19

DESIGNATING APPOINTING AUTHORITY

- 19.1 Unless the parties have already agreed on the choice of an Appointing Authority at the time they conclude the Arbitration Agreement, a party may propose the name or names of one or more institutions or persons, including Jupitice Administrator, one of whom would serve as Appointing Authority.
- 19.2 If all parties have not agreed on the choice of an Appointing Authority within 05 days after a proposal made in accordance with paragraph 19.1 has been received by all other parties, Jupitice Administrator shall be designated as the Appointing Authority by default.
- 19.3 In exercising their functions under these Rules, Jupitice Administrator as the Appointing Authority may require from any party and the arbitrators the information they deem necessary and they shall give the parties and, where appropriate, the Arbitrators, an opportunity to present their views in any manner they consider appropriate. All such communications to and from Jupitice Administrator as Appointing Authority shall be provided by the sender to Jupitice Administrator subject to Article 3.
- 19.4 When Jupitice Administrator as Appointing Authority is requested to appoint an Arbitrator pursuant to the rules, the party making the Request shall send to the Appointing Authority copies of the Notice of Arbitration and, if it exists, any response to the Notice of Arbitration.

- 19.5 The Jupitice Administrator as Appointing Authority in confirming or appointing Arbitrators, shall consider the prospective Arbitrator’s nationality, residence and other relationships with the countries of which the parties or the other Arbitrators are nationals and the prospective Arbitrator’s availability and ability to conduct the Arbitration in accordance with the Rules.
- 19.6 The Sole Arbitrator or the President of the Arbitral Tribunal shall be of a nationality other than those of the parties. However, in suitable circumstances and provided that none of the parties objects within the time limit fixed by Jupitice Administrator, the sole Arbitrator or the President of the Arbitral Tribunal may be chosen from a country of which any of the parties is a national.

ARTICLE 20

MULTIPLE PARTIES INVOLVED IN APPOINTING ARBITRATORS

- 20.1 For the purposes of Article 17, paragraph 1, where three Arbitrators are to be appointed and there are multiple parties as Claimant or as Respondent, unless the parties have agreed to another method of appointment of Arbitrators, the multiple parties jointly, whether as Claimant or as Respondent, shall appoint an Arbitrator.
- 20.2 If the parties have agreed that the Arbitral Tribunal is to be composed of a number of Arbitrators other than one or three, the Arbitrators shall be appointed according to the method agreed upon by the parties.
- 20.3 In the event of any failure to constitute the Arbitral Tribunal under these Rules, Jupitice Administrator as Appointing Authority shall, at the request of any party, constitute the Arbitral Tribunal and, in doing so, may revoke any appointment already made and appoint or reappoint each of the Arbitrators and designate one of them as the Presiding Arbitrator.

ARTICLE 21

DISCLOSURES BY AND CHALLENGE OF ARBITRATORS

- 21.1 Any Arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence.
- 21.2 A party may challenge the Arbitrator appointed by it only for reasons of which it becomes aware after the appointment has been made.
- 21.3 In the event that an Arbitrator fails to act or in the event of the de jure or de facto impossibility of his or her performing his or her functions, the procedure in respect of the challenge of an Arbitrator as provided in Article 22 shall apply.

ARTICLE 22

PROCEDURE FOR CHALLENGE OF ARBITRATORS

- 22.1 A party to an arbitration may make a request for removal ("Removal Request") of an arbitrator appointed to the Arbitral Tribunal to the Administrator only on the grounds that:
- (a) there exist justifiable doubts as to the Arbitrator's impartiality or independence;
 - (b) the Arbitrator suffers from serious health concerns, refuses or becomes unable to perform his or her functions or for other reasons fails to act without undue delay; or
 - (c) a material change has occurred in respect of matters disclosed by the Arbitrator which renders his or her appointment unsuitable.
- 22.2 A party may challenge the Arbitrator nominated by it only for reasons of which it becomes aware after the appointment has been made.
- 22.3 A party that intends to challenge an Arbitrator shall send notice of its challenge within 05 days after it has been notified of the appointment of the challenged Arbitrator, or within 05 days after the circumstances mentioned in articles 21 and 22 became known to that party.

- 22.4 The notice of challenge shall be communicated to the Jupitice ADMINISTRATOR subject to Article 3 for notification to all the parties, to the Arbitrator who is challenged and to the other Arbitrators. The notice of challenge shall state the reasons for the challenge.
- 22.5 When a party has challenged an Arbitrator, all parties may agree to the challenge. The Arbitrator may also, after the challenge, withdraw from his or her office. In neither case does this imply acceptance of the validity of the grounds for the challenge.
- 22.6 If, within 05 days from the date of the notice of challenge, all parties do not agree to the challenge or the challenged Arbitrator does not withdraw, the party making the challenge may elect to pursue it. In that case, within 05 days from the date of the notice of challenge, it shall seek a decision on the challenge by Jupitice Administrator as Appointing Authority.

ARTICLE 23

REMOVAL REQUEST

- 23.1 A party that intends to challenge an Arbitrator shall file a request with the Administrator for the removal of such arbitrator (“Removal Request”) in accordance with the Rules within 05 days after receipt of the notice of appointment of the Arbitrator who is being challenged or within 05 days of the party becoming aware of the circumstances referred in Article 22.
- 23.2 The Removal Request shall be made in writing and shall state the reasons for the challenge of an arbitrator together with all relevant evidence in support of the challenge. The party filing a Removal Request shall, at the same time as it files the notice of challenge with the Administrator, send the notice of challenge to the other party, the arbitrator who is being challenged and the other members of the Arbitral Tribunal.

ARTICLE 24

CHALLENGE PROCEEDINGS AND DECISION ON CHALLENGE

- 24.1 Upon receipt of the Removal Request, the Administrator may, after considering the relevant material and circumstances and in consultation with the Jupitice Advisory Board, order a suspension of the arbitral proceedings until the resolution of the challenge. Unless the Administrator orders a suspension of the proceedings, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending a decision on the Removal Request.
- 24.2 Unless the parties agree to the Removal Request (in which case the arbitrator shall be removed by the Jupitice Administrator), or the challenged arbitrator resigns within 7 days of the receipt of the Removal Request or as soon as possible thereafter, the Jupitice Advisory Board shall decide the Removal Request.
- 24.3 Prior to making its decision, the Jupitice Advisory Board shall invite and consider comments from all other parties, and also consult members of the Arbitral Tribunal, including the challenged Arbitrator. The Jupitice Advisory Board, where it considers necessary, may grant a hearing to the parties and the Arbitrator against whom a Removal Request is filed.
- 24.4 The Jupitice Administrator shall make its decision in writing and furnish brief reasons for the decision within 05 days of the receipt of the Removal Request or as soon as possible thereafter.
- 24.5 A copy of the decision on the Removal Request shall be transmitted by the Administrator to the parties, the challenged Arbitrator and to other members of the Arbitral Tribunal.

ARTICLE 25

REPLACEMENT OF AN ARBITRATOR

- 25.1 An Arbitrator shall be replaced upon death, upon acceptance by the Jupitice Administrator of the Arbitrator's resignation, upon acceptance by the Jupitice Administrator of a challenge, or upon acceptance by the Jupitice Administrator of a request made by all/either of the party.

- 25.2 An Arbitrator shall also be replaced on the Jupitice Administrator's own initiative when it decides that the Arbitrator is prevented de jure or de facto from fulfilling the Arbitrator's functions, or that the Arbitrator is not fulfilling those functions in accordance with the Rules or within the prescribed time limits.
- 25.3 When, on the basis of information that has come to its attention, the Jupitice Administrator considers applying Article 25.2, it shall decide on the matter after the concerned Arbitrator, the parties and any other member of the Arbitral Tribunal have had an opportunity to comment in writing within a suitable period of time. Such comments shall be communicated to the parties and to the Arbitrators as expeditiously as possible.
- 25.4 Subsequent to the closing of the proceedings, instead of replacing an Arbitrator who has died or has been removed by the Jupitice Administrator pursuant to Articles 25.1 or 25.2, the Jupitice Administrator may decide, when it considers it appropriate, that the remaining Arbitrators shall continue with the Arbitration proceedings. In making such determination, the Jupitice Administrator shall take into account the views of the remaining Arbitrators and of the parties and such other matters that it considers appropriate in the circumstances.
- 25.5 Subject to paragraph 6, in any event where an Arbitrator has to be replaced during the course of the Arbitral proceedings, a substitute Arbitrator shall be appointed or chosen pursuant to the procedure provided for in Articles 15 to 17 that was applicable to the appointment or choice of the Arbitrator being replaced. This procedure shall apply even if during the process of appointing the Arbitrator to be replaced, a party had failed to exercise its right to appoint or to participate in the appointment.
- 25.6 If, at the request of a party, the Appointing Authority determines that, in view of the exceptional circumstances of the case, it would be justified for a party to be deprived of its right to appoint a substitute Arbitrator, the Jupitice Administrator as an Appointing Authority may, after giving an opportunity to the parties and the remaining Arbitrators to express their views: (a) appoint the substituted Arbitrator; or (b) after the closure of the hearings, authorize the other Arbitrators to proceed with the Arbitration and make any decision or Award.

ARTICLE 26

EFFECT OF REPLACEMENT OF ARBITRATORS ON THE ARBITRATION PROCEEDINGS

- 26.1 If the Sole Arbitrator or Presiding Arbitrator of the Arbitral Tribunal is replaced under Article 25, any hearings held previously shall be repeated unless otherwise agreed by the parties. Where any other Arbitrator is replaced, any hearings held previously may be repeated at the discretion of the Arbitral Tribunal after consulting with the parties.
- 26.2 If the Arbitral Tribunal has issued any interim or partial Award, any hearings related to issues decided by such Award shall not be repeated, and the said Award shall remain valid and binding.

ARTICLE 27

EXCLUSION OF LIABILITY

- 27.1 Save for intentional wrongdoing, the Arbitrators, any person appointed by the Arbitral Tribunal, the Emergency Arbitrator, Jupitice Administrator, Jupitice Advisory Board, its members, and its employees, shall not be liable to any person for any act or omission in connection with the Arbitration, except to the extent such limitation of liability is prohibited by applicable law.
- 27.2 Save for intentional wrongdoing, no party shall bring or prosecute any suit or proceedings whatsoever against the Tribunal or any member thereof or the Jupitice Administrator, for or in respect of any matter or thing purporting to be done under these Rules.
- 27.3 After the award has been made and the possibilities of correction, interpretation and additional Awards referred to in Articles 46 to 48 have lapsed or been exhausted, neither Jupitice Administrator nor the Arbitral Tribunal, or any Emergency Arbitrator, Tribunal-appointed Expert or Tribunal Secretary shall be under an obligation to make statements to any

person about any matter concerning the Arbitration, nor shall a party seek to make any of these persons a witness in any legal or other proceedings arising out of the Arbitration.

SECTION IV. THE ARBITRAL PROCEEDINGS

ARTICLE 28

GENERAL PROVISIONS

- 28.1 Except as otherwise permitted by the Arbitral Tribunal, all communications addressed to the Arbitral Tribunal by a party shall be filed before the Jupitice ADMINISTRATOR subject to Article 3 via Jupitice Justice Platform for notification to the Arbitral Tribunal and the other party or parties. All communications addressed from the Arbitral Tribunal to a party shall be filed before the Jupitice ADMINISTRATOR subject to Article 3 via Jupitice Justice Platform for notification to the other party or parties.
- 28.2 Subject to these Rules, the Arbitral Tribunal shall conduct the Arbitration on Jupitice Justice Platform in such manner as may be considered appropriate provided that they are not contrary to any agreement of the parties and the parties are treated with equality and that at an appropriate stage of the proceedings each party is given a reasonable opportunity of presenting its case. The Arbitral Tribunal, in exercising its discretion, shall conduct the proceedings so as to avoid unnecessary delay and expense and to provide a fair and efficient process for resolving the parties' dispute.
- 28.3 As soon as practicable after its constitution and after inviting the parties to express their views, the Arbitral Tribunal shall establish the provisional timetable of the Arbitration during its Preliminary Hearing. The Arbitral Tribunal may, at any time, after inviting the parties to express their views, extend or abridge any period of time prescribed under these Rules or agreed by the parties.
- 28.4 If at an appropriate stage of the proceedings any party so requests, the Arbitral Tribunal shall hold hearings for the presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the Arbitral Tribunal shall decide whether to hold such hearings or

whether the proceedings shall be conducted on the basis of the documents and other materials.

- 28.5 All communications to the Arbitral Tribunal by one party shall be communicated to Jupitice Administrator subject to Article 3 for notification to all the parties. Such communications shall be made at the same time, except as otherwise permitted by the Arbitral Tribunal if it may do so under applicable Law.
- 28.6 The Arbitral Tribunal may, at the request of any party, allow one or more third persons to be joined in the Arbitration as a party provided such person is a party to the Arbitration agreement, unless the Arbitral Tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that Joinder should not be permitted because of prejudice to any of those parties. The Arbitral Tribunal may make a single award or several awards in respect of all parties so involved in the Arbitration.
- 28.7 The Jupitice Administrator may adjust its Administrative Fee and the Arbitral Tribunal Fee (where appropriate) after a request for Joinder has been submitted.

ARTICLE 29

PLACE OF ARBITRATION/ APPLICABLE RULES OF LAW/SEAT OF ARBITRATION

- 29.1 The parties shall be free to agree upon the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. In the absence of any such agreement, the Arbitral Tribunal shall apply the rules of law which it determines to be appropriate.
- 29.2 The Arbitral Tribunal shall take account of the provisions of the contract, if any, between the parties' and of any relevant trade usages.
- 29.3 The Award shall be deemed to have been made at the place of Arbitration.

- 29.4 The Arbitral Tribunal shall meet all the parties on Jupitice Justice Platform for deliberations including hearings unless otherwise agreed by the parties and the Arbitral Tribunal.
- 29.5 The seat of the Arbitration shall be the seat designated by the parties in the Arbitration agreement.
- 29.6 In the absence of a seat being designated by the parties in the Arbitration Agreement, the parties may agree in writing as to the seat of the Arbitration, failing which the seat shall be determined by the Arbitral Tribunal having regard to the circumstances of the case.

ARTICLE 30

LANGUAGE

- 30.1 The language of all proceedings under Jupitice Rules shall be in English.
- 30.2 However, in case both parties to any proceeding under the Jupitice Rules request for the proceedings be conducted in any other Indian language other than English, then the same shall be subjected to the final approval of the Arbitral Tribunal.
- 30.3 The preferred language shall apply to the Statement of Claim, the Statement of Defense, and any further Written Statements and, if oral hearings take place, to the language or languages to be used in such hearings.
- 30.4 The Arbitral Tribunal may order that any documents annexed to the Statement of Claim or Statement of Defense, and any supplementary documents or exhibits submitted during the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the Arbitral Tribunal.

ARTICLE 31

STATEMENT OF CLAIM

- 31.1 The Claimant shall communicate its Statement of Claim in writing to Jupitice ADMINISTRATOR subject to Article 3 for notification to the other party or parties and Arbitral Tribunal, within a period of time to be determined by the Arbitral Tribunal. The Claimant may elect to treat its Notice of Arbitration referred to in Article 4 as a Statement of Claim, provided that the Notice of Arbitration also complies with the requirements of paragraphs 4.3 to 4.5 of this Article.
- 31.2 The Statement of Claim shall include the following particulars:
- i. The facts of the dispute;
 - ii. The points at issue;
 - iii. The relief or remedy sought;
 - iv. Prayer; and
 - v. Supporting Documents, if any.
- 31.3 A copy of any contract or other legal instrument out of or in relation to which the dispute arises and of the Arbitration Agreement shall be annexed to the Statement of Claim.
- 31.4 The Statement of Claim should, as far as possible, be accompanied by all documents and other evidence relied upon by the Claimant, or contains references to them.

ARTICLE 32

STATEMENT OF DEFENSE

- 32.1 The Respondent shall communicate its Statement of Defense in writing to Jupitice Administrator subject to Article 3 for notification to the other party or parties and Arbitral Tribunal, within a period of time to be determined by the Arbitral Tribunal. The Respondent may elect to treat its response to the Notice of Arbitration referred to in Article 5 as a Statement of Defense, provided that the response to the Notice of Arbitration also complies with the requirements of Article 5.2 of this Article.

32.2 The Statement of Defense shall reply to the particulars (ii) to (v) of the Statement of Claim (Article 31, sub-article 31.2). The Statement of Defense should, as far as possible, be accompanied by all documents and other evidence relied upon by the Respondent, or contains references to them.

32.3 In its Statement of Defense or at a later stage in the Arbitral proceedings, if the Arbitral Tribunal decides that the delay was justified under the circumstances, the Respondent may make a Counter Claim or rely on a Claim for the purpose of a Set-Off provided that the Arbitral Tribunal has jurisdiction over it.

32.4 The provisions of Article 31, sub-Article 31.2 to 31.4, shall apply to a Counter Claim, a claim under Article 5, sub-Article 5.2 (e), and a claim relied on for the purpose of a Set-Off.\

ARTICLE 33

AMENDMENTS TO THE CLAIM OR DEFENSE

33.1 During the course of the Arbitral proceedings, a party may amend or supplement its claim or defense, including a Counter Claim or a claim for the purpose of a Set-Off, by filing a requisite application via the Jupitice Justice Platform, unless the Arbitral Tribunal considers it inappropriate to allow such amendment or supplement having regard to the delay in making it or prejudice to other parties or any other circumstances. However, a claim or defense, including a Counter Claim or a claim for the purpose of a Set-Off, may not be amended or supplemented in such a manner that the amended or supplemented claim or defense falls outside the jurisdiction of the Arbitral Tribunal.

33.2 The Jupitice Administrator may adjust its Administrative Fees and the Arbitral Tribunal's fees (where appropriate) if a party amends its claim or defense.

ARTICLE 34

TERMS OF REFERENCE/TERM SHEET

34.1 As soon as an Arbitral Tribunal is constituted, a document defining the Terms of Reference (commonly known as the Term Sheet) shall be made available to it. The entire Arbitration proceedings shall be governed upon such terms and conditions agreed upon by the parties, subject to the approval of the Arbitral Tribunal. This document shall include the following particulars;

- i. The Procedural Rules governing the Arbitration proceedings;
- ii. Seat of Arbitration;
- iii. Law Governing the Contract;
- iv. Law Governing the Arbitration Agreement;
- v. Language of the proceedings;
- vi. Number of Arbitrators;
- vii. Name of the Arbitrators
- viii. Portion of the parties in Arbitrator's fee;
- ix. Portion of the parties in Jupitice Platform fee; and
- x. Time period within which the dispute shall be decided.

34.2 If any of the parties refuses to take part in the drawing up of the Terms of Reference (Term Sheet) or to sign the same, they shall be submitted to the Jupitice ADMINISTRATOR for approval. When the Terms of Reference have been signed in accordance with Article 29.2 or approved by Jupitice ADMINISTRATOR, the Arbitration shall proceed.

34.3 After the Terms of Reference have been signed or approved by the Jupitice ADMINISTRATOR, no party shall make new claims which fall outside the limits of the Terms of Reference unless it has been authorized to do so by the Arbitral Tribunal, which shall consider the nature of such new claims, the stage of the Arbitration and other relevant circumstances.

ARTICLE 35

CASE MANAGEMENT CONFERENCE AND PROCEDURAL TIMETABLE (PRELIMINARY HEARING)

- 35.1 After the constitution of the Arbitral Tribunal, it shall conduct a Preliminary Hearing with the parties to decide the further course of action in the proceedings.
- 35.2 During or following such a hearing, the Arbitral Tribunal shall establish the procedural timetable that it intends to follow for the conduct of the Arbitration proceedings. The procedural timetable and any modifications thereto shall be communicated to the Jupitice Administrator and the parties.
- 35.3 To ensure continued smooth and efficient proceedings, the Arbitral Tribunal, after consulting the parties by means of a further Preliminary Hearing or otherwise, may adopt further procedural measures or modify the procedural timetable.
- 35.4 The Preliminary Hearing will be conducted via the Jupitice Justice Platform. The Arbitral Tribunal may request the parties' to submit its proposals in advance of the Preliminary Hearing and may request the attendance of the parties in person or through an internal representative.

ARTICLE 36

PLEAS AS TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

- 36.1 The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the Arbitration agreement. For that purpose, an Arbitration clause that forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null shall not entail automatically the invalidity of the Arbitration clause.

36.2 A plea that the Arbitral Tribunal does not have jurisdiction shall be raised no later than filing of the Statement of Defense or, with respect to a Counterclaim or a claim for the purpose of a Set-off, in the reply to the Counterclaim or to the claim for the purpose of a Set-off. A party is not precluded from raising such a plea by the fact that it has appointed, or participated in the appointment of, an Arbitrator. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the Arbitral proceedings. The Arbitral Tribunal may, in either case, admit a later plea if it considers the delay is justified.

36.3 The Arbitral Tribunal may rule on a plea referred to in paragraph 2 either as a preliminary question or in an Award on the merits. The Arbitral Tribunal may continue the Arbitral proceedings and make an Award, notwithstanding any pending challenge to its jurisdiction before a court.

ARTICLE 37

FURTHER PRODUCTION OF DOCUMENT

37.1 The Arbitral Tribunal shall decide which further documents, in addition to the Statement of Claim and the Statement of Defense, shall be required from the parties or may be presented by them and shall fix the periods of time for submitting such documents.

ARTICLE 38

TIME PERIOD

38.1 The Time Period fixed by the Arbitral Tribunal for the communication of Pleadings (including the Statement of Claim and Statement of Defense) should not exceed 30 days. However, the Arbitral Tribunal may extend the time limit if it concludes that an extension is justified.

ARTICLE 39

INTERIM MEASURES

39.1 The Arbitral Tribunal may, at the request of a party, order any interim protection or conservatory measure it deems appropriate. The decision on the request for such measures shall be supported by reasons.

39.2 The Arbitral Tribunal may, in its discretion, make the granting of any interim protection or conservatory measure subject to any conditions or appropriate security being furnished by the Party making the request.

39.3 An interim measure is any temporary measure by which, at any time prior to the issuance of the award, the Arbitral Tribunal may issue such orders as it may deem fit for example and without limitation, to:

- a. Maintain or restore the status quo pending determination of the dispute;
- b. Take action that would prevent, or refrain from taking action that is likely to cause,
 - (i) Current or imminent harm or
 - (ii) Prejudice to the Arbitral process itself;
- c. Provide a means of preserving assets out of which a subsequent award maybe satisfied;
- d. Preserve evidence that may be relevant and material to the resolution of the dispute; and
- e. Appoint a guardian for a minor or person of unsound mind for the purpose of Arbitral proceedings.

39.4 In addition to the above, any party to the dispute may apply to the Arbitral Tribunal for an interim measure of protection in respect of any of the following matters, namely:

- a. the preservation, interim custody or sale of any goods which are the subject-matter of the Arbitration agreement;
- b. securing the amount in dispute in the arbitration;
- c. the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may

arise therein and authorizing for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorizing any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

- d. interim injunction or the appointment of a receiver;
- e. such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient, and the Arbitral Tribunal shall have the same power for making orders, as the court has for the purpose of, and in relation to, any proceedings before it.

39.5 The party requesting an interim measure shall satisfy the Arbitral Tribunal that:

- a. Harm not adequately repairable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and
- b. There is a reasonable possibility that the requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.

39.6 With regard to a request for an interim measure made, the requirements in paragraphs 39.4 (a) and (b) shall apply only to the extent the Arbitral Tribunal considers appropriate.

39.7 The Arbitral Tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the Arbitral Tribunal's own initiative.

39.8 The Arbitral Tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measures.

39.9 The Arbitral Tribunal may require any party promptly to disclose any material change in the circumstances on the basis of which the interim measure was requested or granted.

39.10 The party requesting an interim measure may be liable for any costs and damages caused by the measure to any party if the Arbitral Tribunal later determines that, in the circumstances then prevailing, the measure should not

have been granted. The Arbitral Tribunal may award such costs and damages at any point during the proceedings.

- 39.11 A request for interim measure addressed by any party to a judicial authority shall not be deemed incompatible with the agreement to arbitrate, or as a waiver of that agreement.

ARTICLE 40

EVIDENCE

- 40.1 Each party shall have the burden of proving the facts relied on to support its claim or defense
- 40.2 Witnesses, including Expert Witnesses, who are presented by the parties to testify to the Arbitral Tribunal on any issue of fact or expertise, may be any individual, notwithstanding that the individual is a party to the arbitration or in any way related to a party. Unless otherwise directed by the Arbitral Tribunal, statements by witnesses, including Expert Witnesses, may be presented in writing and signed by them.
- 40.3 At any time during the Arbitral proceedings the Arbitral Tribunal may require the parties to produce documents, exhibits or other evidence within such a period of time as the Arbitral Tribunal shall determine.
- 40.4 The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

ARTICLE 41

HEARINGS

- 41.1 The parties to the Arbitration shall have a right to a hearing before the Arbitral Tribunal, unless the parties agree otherwise, and such an agreement is acceptable to the Arbitral Tribunal considering the complexities of the Arbitration.

41.2 The Arbitral Tribunal shall schedule the hearings to be held on Jupitice Justice Platform through Video Conferencing, in consultation with the parties, in a manner where each party is aware of and has adequate notice of the scheduled hearings.

41.3 Where a hearing is adjourned or rendered inefficacious due to the actions of a party to the arbitration, the Arbitral Tribunal may reschedule the hearing after imposing requisite costs on the parties.

41.4 At any time during the Arbitral Proceeding and before the Award is issued, where the Arbitral Tribunal on its own volition or on a request by a party, considers it necessary to have submissions by the parties on a specific issue in the arbitration, it shall direct the parties by an order in writing to make such submissions.

ARTICLE 42

EXPERTS APPOINTED BY THE ARBITRAL TRIBUNAL

42.1 After consultation with the parties, the Arbitral Tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the Arbitral Tribunal.

42.2 The Expert shall, in principle before accepting appointment, submit to the Arbitral Tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the Arbitral Tribunal, the parties shall inform the Arbitral Tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The Arbitral Tribunal shall decide promptly whether to accept any such objections. After an Expert's appointment, a party may object to the Expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The Arbitral Tribunal shall decide promptly, if any, action is to be taken.

42.3 The parties shall give the Expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such Expert as to the relevance of

the required information or production shall be referred to Jupitice Administrator subject to Article 3 for notification to the Arbitral Tribunal for decision.

42.4 Upon receipt of the Expert's report, the Arbitral Tribunal shall communicate a copy of the report to Jupitice Administrator subject to Article 3 for notification to the party or parties .A party shall be entitled to examine any document on which the expert has relied in his report.

42.5 At the request of any party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to interrogate the expert. At this hearing, any party may present expert witnesses in order to testify on the points at issue. The provisions of Article 37 shall be applicable to such proceedings.

ARTICLE 43

DEFAULT

43.1 If within the period of time fixed by these Rules or the Arbitral Tribunal, without showing the sufficient cause:

- (a) The Claimant has failed to communicate its Statement of Claim, the Arbitral Tribunal shall issue an order for the termination of the Arbitral proceedings, unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so;
- (b) The Respondent has failed to communicate its response to the Notice of Arbitration or its Statement of Defense, the Arbitral Tribunal shall order that the proceedings continue, without treating such failure in itself as an admission of the Claimant's allegations; the provisions of this sub paragraph also apply to a Claimant's failure to submit a defense to a Counterclaim or to a claim for the purpose of a Set-off.

43.2 If a party duly notified under these Rules, fails to appear at a hearing, without showing sufficient cause for such failure, the Arbitral Tribunal may proceed with the Arbitration.

43.3 If a party, duly invited by the Arbitral Tribunal to produce documents, exhibits or other evidence, fails to do so within the established period of

time, without showing sufficient cause for such failure, the Arbitral Tribunal may make the award on the evidence before it.

ARTICLE 44

CLOSURE OF HEARINGS

- 44.1 The Arbitral Tribunal may inquire from the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearings closed.
- 44.2 After the proceedings are closed, no further submissions or arguments may be made or evidence produced, w.r.t. the matters to be decided in the Award unless requested or authorized by the Arbitral Tribunal.
- 44.3 The Arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide, on its own initiative or upon application of a party, to reopen the hearings at any time before the award is made.

SECTION V. THE AWARD

ARTICLE 45

TIME LIMIT FOR THE FINAL AWARD

- 45.1 The time limit within which the arbitral tribunal must render its final award is 90 days (six months). Such a time limit shall start to run from the date the Arbitral Tribunal is constituted. Jupitice Administrator may fix a different time limit based upon the procedural time table established pursuant to Article 30.2.
- 45.2 The Jupitice Administrator may extend the time limit pursuant to a reasoned request from the Arbitral Tribunal or on its own initiative if it decides it is necessary to do so.

ARTICLE 46

AWARD

- 46.1 The Arbitral Tribunal shall make its Award in writing and affix the physical or electronic signatures of the Arbitrator(s). Any electronic signature application shall have been approved by the Administrator. The Award shall state the reasons in writing.
- 46.2 The Award shall state the date when the Award is made and shall be deemed to be issued on that day at the seat of the Arbitration.
- 46.3 Where an Arbitrator does not join with the majority in the decision in the Award, such arbitrator may provide a dissenting or concurring opinion separately. If any Arbitrator refuses or fails to sign an Award, the signatures of the majority or (failing a majority) of the Presiding Arbitrator shall be sufficient, provided that the reason for any omitted signature is stated in the Award by the majority or by the Presiding Arbitrator.
- 46.4 Prior to the Award and the opinion of the dissenting and/or concurring Arbitrator being communicated, the draft(s) of the same shall be scrutinized by the Administrator who may, as soon as practicable, suggest modifications as to the form of the Award and without affecting the Arbitral Tribunal's liberty to decide the dispute, draw the Arbitral Tribunal's attention to points of substance. The Arbitral Tribunal shall consider the suggestions of the Administrator and carry out any corrections or revisions to the Award as may be considered appropriate by the Arbitral Tribunal. No Award shall be made or communicated by the Arbitral Tribunal until it has been approved by the Administrator as to its form.
- 46.5. The Arbitral Tribunal may make separate partial Awards on different issues at different times during the proceedings. Where such partial Awards have been issued, a reference to such Awards shall be made in the Final Award.

- 46.6. The Award shall be delivered to the Administrator, who, upon final settlement of the costs of the arbitration, shall communicate the signed copy of the Award to each of the parties.
- 46.7. Unless the parties have agreed otherwise, the Arbitral Tribunal may order that simple or compound interest shall be paid by any party on any sum awarded at such rates as the Arbitral Tribunal decides to be appropriate in respect of any period which the Arbitral Tribunal decides to be appropriate ending not later than the date upon which the Award is complied with.

ARTICLE 47

FORM AND EFFECT OF THE AWARD

- 47.1 The Arbitral Tribunal may make separate awards on different issues at different times.
- 47.2 All awards shall be made in writing and shall be final and binding on the parties. The parties shall carry out all awards without delay.
- 47.3 By submitting the dispute to arbitration under these Rules, the parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.
- 47.4 The Arbitral Tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.
- 47.5 An award shall be signed by the Arbitrators and it shall contain the date on which the award was made and indicate the place of Arbitration. Where there is more than one Arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature.
- 47.6 The requisites for compliance of sub clauses 42.2 & 42.4 are as follows:
- (a) The award to be in writing shall be met where the information contained in the award is accessible so as to be usable for subsequent reference; and

(b) The award to be signed shall be met where data is used to identify the neutral and to indicate his or her approval of the information contained in the Award.

47.7 The Arbitral Tribunal shall record its activities on the Jupitice Justice Platform or shall communicate to the Jupitice Administrator subject to Article 3 for notification to the parties and, subject to any lien, communicate it to the parties.

47.8 An award may be made public with the consent of all parties or where and to the extent disclosure is required of a party by legal duty, to protect or pursue a legal right or in relation to legal proceedings before a court or other Competent Authority.

ARTICLE 48

CONSENT AWARD AND ADDITIONAL AWARD

48.1 In the event of any final settlement of the parties' dispute, the Arbitral Tribunal may decide to make an Award recording the settlement if the parties jointly so request in writing (a "Consent Award"), provided always that such Consent Award shall contain an express statement on its face that it is an Award made at the parties' joint request and with their consent. A Consent Award need not contain reasons or a determination in relation to the Arbitration Costs or Legal Costs.

48.2 If the parties do not jointly request a Consent Award, on written confirmation by the parties to the Administrator that a final settlement has been reached, the Arbitral Tribunal shall make an order of termination of the proceedings subject to payment by the parties of any outstanding costs of the Arbitration.

ARTICLE 49

SETTLEMENT OR OTHER GROUNDS FOR TERMINATION

- 49.1 If before the award is made, the parties agree on a settlement of the dispute, the Arbitral Tribunal shall either issue an order for the termination of the Arbitral proceedings or, if requested by the parties and accepted by the Arbitral Tribunal, record the settlement in the form of an Arbitral Award on agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an award.
- 49.2 If before the award is made, the continuation of the Arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in paragraph 49.1, the Arbitral Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal shall have the power to issue such an order unless there are remaining matters that may need to be decided and the Arbitral Tribunal considers it appropriate to do so.
- 49.3 The copies of the order for termination of the Arbitral proceedings or of the Arbitral award on agreed terms, signed by the Arbitrators, shall be communicated by the Arbitral Tribunal to Jupitice Administrator subject to Article 3 for notification to the parties.

ARTICLE 50

A New Justice Order!

INTERPRETATION OF THE AWARD

- 50.1 Within 10 days after the receipt of the award, a party, with prior notice to the other parties, may request that the Arbitral Tribunal give an interpretation of the award.
- 50.2 The interpretation shall be given in writing within 05 days after the receipt of the request.

ARTICLE 51

CORRECTION OF THE AWARD

- 51.1 Within 05 days after the receipt of the award, a party shall file its notice with Jupitice Administrator subject to Article 3 for notification to the other party or parties and the Arbitral Tribunal, to request the Arbitral Tribunal to correct

in the award any error in computation, any clerical or typographical error, or any error or omission of a similar nature. If the Arbitral Tribunal considers that the request is justified, it shall make the correction within 05 days of receipt of the request.

51.2 The Arbitral Tribunal may within 05 days after the communication of the award make such corrections on its own initiative.

51.3 Such corrections shall be in writing and shall form part of the award.

ARTICLE 52

ADDITIONAL AWARD

52.1 Within 05 days after the receipt of the termination order or the award, a party, shall file a notice with Jupitice Administrator subject to Article 3 for notification to the other party or parties and the Arbitral Tribunal, to request the Arbitral Tribunal to make an award or an additional award as to the claims presented in the Arbitral proceedings but not decided by the Arbitral Tribunal.

52.2 If the Arbitral Tribunal considers the request for an award or additional award to be justified, it shall render or complete its award within 10 days after the receipt of the request. The Arbitral Tribunal may extend, if necessary, the period of time within which it shall make the award.

ARTICLE 53

EX-PARTE HEARING

53.1 Absence of a Party

If, without providing sufficient cause:

A party fails to appear or be represented at any oral hearing for which proper and timely notice was duly given, or

A party fails to submit a response, written evidence, or written submissions despite receiving due notice,

The Arbitrator or Arbitral Tribunal may proceed with the arbitration in the absence of that party. The proceedings may continue without considering the evidence or submissions that the absent party was required to provide, provided that the Arbitrator or Arbitral Tribunal is satisfied of the following: (a) Proper notice of the hearing or requirement to submit documents was served on the absent party in accordance with the agreed procedural rules or applicable law. (b) The absence of the party does not compromise the principles of natural justice or the fairness of the proceedings and (c) The decision to proceed ex parte is proportional to the circumstances of the party's absence.

53.2 Conducting Ex-Parte Proceedings

In the conduct of ex-parte proceedings:

The Arbitrator or Arbitral Tribunal shall ensure that the remaining party provides all necessary evidence and submissions to substantiate their case.

The Arbitrator shall evaluate the available evidence critically, ensuring that any award rendered is based solely on the merits of the case and avoids undue prejudice to the absent party.

53.3 Discretion to Allow Re-engagement

The Arbitrator or Arbitral Tribunal shall have the discretion to:

Grant an adjournment or permit the absent party to re-engage in the proceedings, provided that such a request is made promptly and accompanied by a reasonable justification for the absence.

Any decision to reopen the proceedings shall take into account:

- (a) The stage of arbitration.
- (b) The reasons for the party's absence.

(c) The interests of procedural efficiency.

53.4 Rendering and Communicating the Award

The Arbitrator's award rendered in ex-parte proceedings shall comply with the applicable arbitral rules and governing law.

All parties, including the absent party, shall receive a copy of the award and be informed of their rights to challenge or enforce it under the governing law.

ARTICLE 54

DEFINITION OF COSTS

54.1 The Arbitral Tribunal shall fix the costs of Arbitration in the Final Award and, if it deems appropriate, in another decision.

54.2 The term "costs" includes only:

- a. The fees of the Arbitral Tribunal to be stated separately as to each Arbitrator and to be fixed by the Tribunal itself in accordance with Article 40;
- b. The reasonable travel and other expenses incurred by the Arbitrators;
- c. The reasonable costs of Expert advice and of other assistance required by the Arbitral Tribunal;
- d. The reasonable travel and other expenses of witnesses to the extent such expenses are approved by the Arbitral Tribunal;
- e. The legal and other costs incurred by the parties in relation to the arbitration to the extent that the Arbitral Tribunal determines that the amount of such costs is reasonable;
- f. The Registration Fee, Administrative Fees & Appointing Authority Services payable to Jupitice Administrator in accordance with Schedule 1, and any expenses payable to Jupitice Administrator.

54.3 In relation to interpretation, correction or completion of any award under Articles 46 to 48, the Arbitral Tribunal may charge the costs referred to in clause 49.2 sub clauses (b) to (f), but no additional fees.

ARTICLE 55

FEES AND EXPENSES OF ARBITRATORS

55.1 The fees and expenses of the Arbitral Tribunal shall be determined according to either :

- a. an hourly rate in accordance with Schedule 2; or
- b. the schedule of fees based on the sum in dispute in accordance with Schedule 3.

The parties shall agree on the method for determining the fees and expenses of the Arbitral Tribunal, and shall inform Jupitice Administrator of the applicable method within 03 days from the date on which the Respondent receives the Notice of Arbitration. If the parties fail to agree on the applicable method, the Arbitral Tribunal's fees and expenses shall be determined in accordance with Schedule 2.

55.2 Where the fees of the Arbitral Tribunal is to be determined in accordance with Schedule 2,

- a. the applicable rate for each Co-Arbitrator shall be the rate agreed between that Co-Arbitrator and the designating party;
- b. the applicable rate for a sole or Presiding arbitrator designated by the parties or the Co- Arbitrators, as applicable, shall be the rate agreed between that Arbitrator and the parties, subject to clauses 9.3 to 9.5 of Schedule 2. Where the rate of an Arbitrator is not agreed in accordance with Article 50.2(a) or (b), or where Jupitice ADMINISTRATOR appoints an Arbitrator, Jupitice Administrator shall determine the rate of that Arbitrator.

55.3 Where the fees of the Arbitral Tribunal are determined in accordance with Schedule 3, Jupitice Administrator shall fix the fees in accordance with that Schedule and the following rules:

- a. the fees of the Arbitral Tribunal shall be reasonable in amount, taking into account the amount in dispute, the complexity of the subject-matter, the time spent by the Arbitral Tribunal and any other circumstances of the case, including, but not limited to, the discontinuation of the Arbitration in case of settlement or for any other reason;
- b. where a case is referred to three Arbitrators, Jupitice Administrator, at its discretion, shall have the right to increase the total fees up to a maximum which shall normally not exceed three times the fees of a Sole Arbitrator;
- c. the Arbitral Tribunal's fees may exceed the amounts calculated in accordance with Schedule 3 where, in the opinion of Jupitice Administrator, there are exceptional circumstances, which include, but are not limited to, the parties conducting the Arbitration in a manner not reasonably contemplated at the time when the Arbitral Tribunal was constituted.

ARTICLE 56

ALLOCATION OF COSTS

56.1 The costs of the Arbitration shall in principle be borne by the unsuccessful party or parties. However, the arbitral tribunal may apportion each of such costs between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

56.2 The Arbitral 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.

ARTICLE 57

DEPOSIT OF COSTS

- 57.1 The Arbitral Tribunal, on its establishment, may request the parties to deposit an equal amount as an advance for the costs referred to in Article 54, sub clauses 54.2 (a)to(c).
- 57.2 During the course of the Arbitral proceedings the Arbitral Tribunal may request supplementary deposits from the parties.
- 57.3 If Jupitice Administrator as Appointing Authority has been agreed upon or designated, and when a party so requests and Jupitice Administrator as Appointing Authority consents to perform the function, the Arbitral Tribunal shall fix the amounts of any deposits or supplementary deposits only after consultation with the Jupitice Provider as Appointing Authority, which may make any comments to the Arbitral Tribunal that it deems appropriate concerning the amount of such deposits and supplementary deposits.
- 57.4 If the required deposits are not paid in full within 30 days after the receipt of the request, the Arbitral Tribunal shall inform the parties in order that one or more of them may make the required payment. If such payment is not made, the Arbitral Tribunal may order the suspension or termination of the Arbitral proceedings.
- 57.5 After a termination order or Final award has been made, the Arbitral Tribunal shall render an accounting to the parties of the deposits received and return any unexpended balance to the parties.

SECTION VI. MISCELLANEOUS

ARTICLE 58

EARLY DETERMINATION PROCEDURE

- 58.1 The Arbitral Tribunal shall have the power, at the request of any party and after consulting with all other parties, to decide one or more points of law or fact by way of early determination procedure, on the basis that:
- a. such points of law or fact are manifestly without merit; or

- b. such points of law or fact are manifestly outside the Arbitral Tribunal's jurisdiction; or
- c. Even if such points of law or fact are submitted by another party and are assumed to be correct, no award could be rendered in favor of that party.

58.2 Any party making a request for early determination procedure shall communicate the request to the Arbitral Tribunal, Jupitice Administrator and all other parties.

58.3 Any request for early determination procedure shall be made as promptly as possible after the relevant points of law or fact are submitted, unless the Arbitral Tribunal directs otherwise.

58.4 The request for early determination of procedure shall include the following:

- (a) a request for early determination of one or more points of law or fact and a description of such points;
- (b) a statement of the facts and legal arguments supporting the request;
- (c) a proposal of the form of early determination procedure to be adopted by the arbitral tribunal;
- (d) comments on how the proposed form referred to in Article 55.4(c) would achieve the objectives stated in Articles 23.2; and
- (e) confirmation that copies of the request and any supporting materials included with it have been or are being communicated simultaneously to all other parties by one or more means of service to be identified in such confirmation.

58.5 After providing all other parties with an opportunity to submit comments on the request, the arbitral tribunal shall issue a decision either dismissing the request or allowing the request to proceed by fixing the early determination procedure in the form it considers appropriate. The arbitral tribunal shall make such a decision within 30 days from the date of filing the request. This time limit may be extended by agreement of the parties or, in appropriate circumstances, by Jupitice Administrator

58.6 If the request is allowed to proceed, the Arbitral Tribunal shall make its order or award, which may be in summary form, on the relevant points of law or fact. The Arbitral Tribunal shall make such order or award within 20 days from the date of its decision to proceed. This time limit may be

extended by agreement of the parties or, in appropriate circumstances, by Jupitice Administrator.

Pending the determination of the request, the Arbitral Tribunal may decide whether and to what extent the Arbitration shall proceed.

ARTICLE 59

MODIFIED TIME LIMITS

59.1 The parties may agree to shorten the various time limits set out in the Rules. Any such agreement entered into subsequent to the constitution of an Arbitral Tribunal shall become effective only upon the approval of the Arbitral Tribunal.

59.2 The Jupitice Administrator, on its own initiative, may extend any time limit which has been modified pursuant to Article 57.1 if it decides that it is necessary to do so in order that the Arbitral Tribunal and Jupitice Administrator may fulfill their responsibilities in accordance with the Rules.

ARTICLE 60

WAIVER OF RIGHT TO OBJECT

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

ARTICLE 61

CONFIDENTIALITY

61.1 Unless otherwise agreed by the parties, no party or party representative may publish, disclose or communicate any information relating to:

- (a) the Arbitration under the Arbitration agreement; or
- (b) an award or Emergency Decision made in the Arbitration.

61.2 Article 60.1 also applies to the Arbitral Tribunal, any Emergency Arbitrator, Expert, Witness, Tribunal Secretary and Jupitice Administrator.

61.3 Article 60.1 does not prevent the publication, disclosure or communication of information referred to in Article 60.1 by a party or party representative:

- (i) to protect or pursue a legal right or interest of the party; or
- (ii) to enforce or challenge the award or Emergency Decision referred to in Article 60.1;

in legal proceedings before a court or other authority; or

to any Government Body, Regulatory Body, Court or Tribunal where the party is obliged by law to make the publication, disclosure or communication; or

- b. to a professional or any other adviser of any of the parties, including any actual or potential Witness or Expert; or
- c. to any party or additional party and any confirmed or appointed Arbitrator for the purposes of adjudication; or
- d. to a person for the purposes of having, or seeking, third party funding of Arbitration.

61.4 The deliberations of the Arbitral Tribunal are confidential.

61.5 Jupitice Administrator may publish any award, whether in its entirety or in the form of excerpts or a summary, only under the following conditions:

- a. All references to the parties' names and other identifying information are deleted; and
- b. No party objects to such publication within the time limit fixed for that purpose by Jupitice Administrator. In the case of an objection, the award shall not be published.

ARTICLE 62

GENERAL DECLARATION

62.1 In all matters not expressly provided for in the Rules, Jupitice Administrator and the Arbitral Tribunal shall act in the spirit of the Rules and shall make every effort to make sure that the award is enforceable at law.





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