



# JUPITICE ONLINE EXPEDITED ARBITRATION RULES

# **JUPITICE ONLINE EXPEDITED**

## **ARBITRATION RULES**

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# **ARTICLE 1**

## **INTRODUCTION**

- 1.1** These Rules are the Jupitice Online Administered Expedited Arbitration Rules (“the Rules”). They are effective from 1st September 2022
- 1.2** The entire proceedings from sending the notice for Expedited Arbitration to Awards shall be conducted on Jupitice’s Digital ADR Platform.
- 1.3** A Sole Arbitrator shall be appointed by the Parties, and the Parties shall be provided with 7 to 14 days to decide upon the appointment.
- 1.4** Jupitice ADR Centre (“The Centre “) shall be the Appointing Authority in case of disagreement to nominate the Arbitrator by the parties.
- 1.5** The Rules contain a complete stand-alone Writing /documents-only procedure for the resolution of disputes through arbitration by a sole arbitrator appointed by The Centre. The procedure administered by the Centre under the Rules is intended to be simple, expedited and cost- effective.
- 1.6** For purposes of interpretation and of resolving any questions not addressed in the Rules, regard may be had to the Jupitice Online Administered Arbitration Rules effective 1st September 2022 (“the Jupitice Arbitration Rules”).

# **ARTICLE 2**

## **SCOPE OF APPLICATION**

- 2.1** Where parties have agreed in writing that disputes between them in respect of a defined legal relationship, whether contractual or not, shall be referred to arbitration under the Jupitice Online Administered Expedited Arbitration Rules (“Expedited Rules”), such disputes shall be settled in accordance with the Jupitice Online Administered Arbitration Rules as modified by these Expedited Rules and subject to such modification as the parties may agree or by the Arbitrator in consultation with both the parties.

## **ARTICLE 3**

### **Modification of Expedited Rules in Arbitration/ OPTING OUT OF EXPEDITED RULES**

- 3.1** At any time during the proceedings, the parties may agree that the Expedited Rules shall no longer apply to the arbitration.
- 3.2** At the request of a party, the arbitral tribunal may, in exceptional circumstances and after inviting the parties to express their views, determine that the Expedited Rules shall no longer apply to the arbitration. The arbitral tribunal shall state the reasons upon which that determination is based.
- 3.3** When the Expedited Rules no longer apply to the arbitration pursuant to paragraph 1 or 2, the arbitral tribunal shall remain in place and conduct the arbitration in accordance with the Jupitice Arbitration Rules.

## **ARTICLE 4**

### **CONDUCT OF THE PARTIES AND THE ARBITRAL TRIBUNAL**

- 4.1** The parties shall act expeditiously throughout the proceedings.
- 4.2** The arbitral tribunal shall conduct the proceedings expeditiously taking into account the fact that the parties agreed to refer their dispute to expedited arbitration and the time frames in the Expedited Rules.

## **ARTICLE 5**

### **COMMENCEMENT OF ARBITRATION**

- 5.1** Arbitration is commenced under the Rules on the date on which the party receives the Notice for Expedited Arbitration under Article 6 (the “Commencement Date”) and not on any prior date, including, but not limited to, any date on which any of the parties has sent notices to the other(s) or on which the parties have agreed the appointment of an arbitrator or on which any other event has taken place.

## **ARTICLE 6**

### **NOTICE OF ARBITRATION & STATEMENT OF CLAIM**

**6.1** Any party wishing to commence an arbitration under the Rules shall deliver to the Jupitice's Digital ADR Platform, a written Notice for Expedited Arbitration (the "Request") which shall include:

- (i) A statement of the names, postal, business and registered addresses, telephone numbers and email addresses of the parties and their legal representatives if instructed;
- (ii) The full terms of the arbitration agreement or clause relied or Arbitration Submission Agreement upon by the Claimant in commencing arbitration under the Rules;
- (iii) A brief summary of the dispute and of the issues to be determined;
- (iv) A statement of the relief sought by the Claimant, including the anticipated value of any monetary relief;
- (v) A proposal for the appointment of an Arbitrator.

**6.2** The Notice shall be accompanied by the following:

- (i) The Claimant's Statement of Claim;
- (ii) Copies of relevant contractual documents, including a copy of the arbitration agreement relied upon by the Claimant in commencing arbitration under the Rules;
- (iii) Copies of other documents in support of the Claimant's claim, including witness statements; and
- (iv) Evidence of any agreement between the parties in relation to the arbitrator to be appointed.

**6.3** Before or on the Commencement Date, the Claimant shall pay by bank transfer the Expedited Arbitration Fee, the amount of which shall be determined in accordance with the Schedule of Costs in force on the Commencement Date. Failure by the Claimant to pay the Expedited Arbitration Fee in full and on time may be treated by Jupitice as a withdrawal of the Notice.

**6.4** The Claimant shall send copies of the Notice and of all accompanying documents to the Respondent before or on the Commencement Date by email or by such other means as to ensure that they are received by the Respondent no later than the Commencement Date.

## **ARTICLE 7**

### **RESPONSE TO THE NOTICE OF ARBITRATION & STATEMENT OF DEFENCE**

**7.1** Within seven days of the Commencement Date, the Respondent shall deliver to the center a Response to the Notice of Arbitration, which shall also include responses to the information set forth in the Notice to Arbitration pursuant to Article 6.1 to 6.4 of the Expedited Rules.

**7.2** If the Respondent intends to advance a counterclaim, it shall, before or upon delivery of its Response, pay by bank transfer the Counterclaim Fee, the amount of which shall be determined in accordance with the Schedule of Costs in force on the Commencement Date. Failure by the Respondent to pay the Counterclaim Fee in full and on time may be treated by the arbitrator and the Centre as a withdrawal of the counterclaim.

## **ARTICLE 8**

### **DESIGNATING & APPOINTING AUTHORITY**

**8.1** Both the parties agree to designate & appoint the center as their Appointing Authority for the appointment of the Arbitrator.

## **ARTICLE 9**

### **APPOINTMENT OF ARBITRATOR**

**9.1** A Sole Arbitrator shall be appointed jointly by the Parties.

**9.2** If the parties have jointly nominated an arbitrator, who is identified in the Notice or otherwise, the secretariat will proceed directly to the appointment of the parties' candidate following delivery of the Response, subject to the satisfactory completion by the arbitrator of a statement of impartiality, independence and availability, the arbitrator's written acceptance of the Centre Terms of Business, and confirmation by the Secretariat.

**9.3** In the absence of a joint nomination by the parties or if the parties have not reached Agreement on the appointment of Sole Arbitrator within end days after a proposal has been received by the parties, the Sole Arbitrator shall be appointed by the Centre being Appointing Authority as per Article 8, subject to the same requirements as provided in Article 9.2. It shall endeavor to make the appointment within seven days of delivery of the Response.

## **ARTICLE 10**

### **INITIAL MEETING**

**10.1** Once appointed, the arbitrator will convene an initial meeting (the "Initial Meeting") with the parties and their lawyers in order to determine the timetable and procedure for the arbitration. The Initial Meeting will occur within five business days of the appointment of the arbitrator. If the parties cannot agree on a mutually convenient time for the Initial Meeting, the arbitrator may set the time for the meeting. Any party not participating in or attending the Initial Meeting will be deemed to accept the timetable and procedure set out by the arbitrator after the Initial Meeting.

**10.2** Within 2 business days of the Initial Meeting, the arbitrator will send Terms of Appointment to the parties for their review and approval, setting out the process

for the arbitration and issues to be determined, as agreed at the Initial Meeting. The parties will confirm their acceptance of the Terms of Appointment within 3 business days of receipt of the Terms of Appointment.

**10.3**In the event that the arbitrator does not receive a response from a party within 3 business days of sending the Terms of Appointment or if the parties do not agree on the content, the Terms of Appointment will be set by the arbitrator (within 10 business days of sending the Terms of Appointment to the parties).

## **ARTICLE 11**

### **IN WRITING/ DOCUMENT ONLY ARBITRATION**

**11.1** The Arbitrator will be authorized to decide the dispute on the written pleadings, documents & written submissions filed by parties without any oral hearings.

**11.2** The Arbitral Tribunal shall have the power to call for any further information/ clarification from the parties in addition to the pleadings & documents filed by parties.

**11.3**An oral hearing may be held if both the parties make a Joint Request and if the Arbitral Tribunal considers an oral hearing necessary in particular case.

**11.4**Within 15 business days of the finalization of the Terms of Appointment, the Claimant will provide a brief to both the arbitrator and the other party containing the following:

- (i) a written memorandum setting out the Claimant's position on the issues set out in the Terms of Appointment;
- (ii) any documentary evidence the Claimant considers relevant or wishes to rely on.



**11.5** Within 10 business days of the receipt of the Claimant's memorandum, the Respondent will provide a brief to both the arbitrator and the other party containing the following:

- (i) a written memorandum in reply setting out the Respondent's position on the issues set out in the Terms of Appointment;
- (ii) any documentary evidence that the Respondent wishes to rely on.

**11.6** Within 5 business days of the receipt of the Respondent's memorandum, the Claimant may submit to both the arbitrator and the other party a rebuttal statement. No further documents or cases may be submitted.

**11.7** Unless otherwise directed by the arbitral tribunal, statements by witnesses, including expert witnesses, shall be presented in writing and signed by them.

## **ARTICLE 12**

### **AMENDMENTS AND SUPPLEMENTS TO A CLAIM OR DEFENSE**

**12.1** During the course of the arbitral proceedings, a party may not amend or supplement its claim or defense, including a counterclaim or a claim for the purpose of a set-off, unless the arbitral tribunal considers it appropriate to allow such amendment or supplement having regard to when it is requested or prejudice to other parties or any other circumstances.

## **ARTICLE 13**

### **OTHER PROCESS RULES**

**13.1** There will be no oral or other documentary discovery.

**13.2** There will be no expert reports and no evidence of an expert witness.

- (a) The arbitrator shall enforce the time limitations set out in these Rules. If the parties fail to abide by the limitations in these Rules, the arbitrator will only consider evidence submitted within the time.

## **ARTICLE 14**

### **PERIOD OF TIME FOR MAKING THE AWARD**

**14.1** The award shall be made within 45 days from the date of the constitution of the arbitral tribunal unless otherwise agreed by the parties.

**14.2** The Centre may extend the period of time established in accordance with paragraph 14.1 of this article upon a reasoned request from the arbitral tribunal or on the Centre's own initiative if it decides it is necessary to do so.

## **ARTICLE 15**

### **CORRECTION OF THE AWARD**

**15.1** Within 5 days of receipt of an award, any party upon written notice to the others may request the Arbitrator to correct any errors of computation, any clerical or typographical errors, slips or omissions in the award and the Arbitrator may within 5 days of receipt of the request make such corrections to the award. This does not prevent the Arbitrator of his or her own volition from making such limited corrections to the award within 15 days of the delivery of the award to the parties (or any party as the case may be). All corrections to the award shall be in writing and shall form part of the award.

## **ARTICLE 16**

### **EX- PARTE HEARINGS**

**16.1** If without sufficient cause a party fails to attend or be represented at any of the oral hearings of which due notice was given or where a party fails after due notice to submit or response to the notice or written evidence or lodge written submissions, the Arbitrator may continue the proceedings in the absence of that party or as the case may be, without any written evidence or written submission on his behalf, and deliver an award on the basis of the evidence before the arbitral tribunal.



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