

The Gujarat International Maritime Arbitration Centre (GIMAC) - Arbitration Rules

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Section 1. Introductory Rules

Rule 1 — Definition and Scope of application

1.1 The Gujarat International Maritime Arbitration Centre (GIMAC) is conceived under Gujarat Maritime University as an international and independent arbitration center with a mission to organize and manage both domestic and international arbitrations seated in India or other seats.

The GIMAC will cater to all disputes arising from the maritime, shipping, and logistics sector.

These rules shall be known as the Arbitration Rules of the GIMAC (the “Rules”). These Rules shall come into force on **02, Jan 2019** and shall apply to any arbitration which is commenced on or after this date unless the parties have agreed otherwise.

Council of Arbitration

The Council of Arbitration (the “Council”) of the Gujarat International Maritime Arbitration Centre (the “GIMAC”) is an independent arbitration body of the GIMAC. The council does not itself resolve disputes. It administers the resolution of disputes by arbitral tribunals, in accordance with the Rules of Arbitration of the GIMAC (the “Rules”). The council is the only body authorized to administer arbitrations under the Rules, including the scrutiny and approval of awards rendered in accordance with the Rules. The Chairman of the Council (the “Chairman”) shall have the power to take urgent decisions on behalf of the Council, provided that any such decision is reported to the Council at one of its next sessions. At the Chairman’s request, in the Chairman’s absence or otherwise where the Chairman is unable to act, one of the Vice-Chairman shall have the same power. The Council is assisted in its work by the Secretariat under the direction of its Registrar.

1.2 In these rules:

“Act” means the Arbitration and Conciliation Act, 1996 and any amendment thereof;

“Additional party” includes one or more additional parties;

“Award” includes, inter alia, an interim, partial or final award and an award of an Emergency Arbitrator;

“Chairman” means the Chairman or Co-Chairmen of the Council and includes a Vice Chairman;

“Claim” or **“claims”** include any claim by any party against any other party;

“Claimant” includes one or more claimants;

“Committee of the Council” means a committee consisting of not less than two members of the Council appointed by the Chairman (which may include the Chairman);

“Council” means the Council of Arbitration of the GIMAC and includes a Committee of the Council;

“Emergency Arbitrator” means an arbitrator appointed in accordance with Rule 6;

“GIMAC” means the Gujarat International Maritime Arbitration Centre;

“Party” or **“parties”** include claimants, respondents or additional parties;

“Place of arbitration” means the seat of arbitration;

“Registrar” means the Registrar of the Council and includes any Deputy Registrar;

“**Respondent**” includes one or more respondents, and

“**Tribunal**” includes one or more arbitrators, and includes any arbitral tribunal constituted under these Rules;

any pronoun shall be understood to be gender-neutral; and

any singular noun shall be understood to refer to the plural in the appropriate circumstances.

Scope of Application:

Where parties have agreed to refer their disputes to the GIMAC for arbitration (whether before or after a dispute has arisen), the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules or (unless the parties have agreed otherwise) such amended rules as the GIMAC may have adopted hereafter and may be in effect on the date of commencement of the arbitration, and that such Rules are have been incorporated by reference into their agreement. If any of these rules are in conflict with a mandatory provision of law applicable to the arbitration or the arbitration agreement from which the parties can't derogate, that mandatory provision shall prevail.

Rule 2 — Written Notice or Communications; Calculation of periods of time

2.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing (“Written Communication”). Any such written communication by the GIMAC Secretariat and the Tribunal shall be made to the last address of the party or its representative for whom the same are intended, as notified either by the party in question or by the other party. Such notification or communication may be made by delivery against receipt, registered post, courier, electronic mail (including electronic mail and facsimile) or any other means of telecommunication that provides a record of the sending thereof and which are recognized under the law.

2.2 A written communication shall be deemed to have been made on the day it was received by the party itself or by its representative or would have been received if made in accordance with Rule 2.1. The proof of such service and receipt shall be required to be sent to the Registrar.

2.3 For the purpose of determining the commencement of any time-limit, a written communication shall be treated as having been received by a party on the day it is delivered or, in the case of electronic means, transmitted in accordance with Rules 2.1 to 2.2 (such time to be determined by reference to the recipient's time-zone).

2.4 Commencement of time-limits under the Rules shall start to run on the day following the date a written communication is deemed to have been made in accordance with Rule 2.2. When the day next following such date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

2.5 All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall submit a sufficient number of copies of such documents for each party, each arbitrator and the Secretariat. A copy of any notification or communication from the arbitral tribunal to the parties shall be sent to the Secretariat. Except as provided in these Rules, the Registrar may at any time extend or shorten any time limits prescribed under these Rules.

Section 2. Initiation of Arbitration

Rule 3 — Notice of arbitration

3.1 The party or parties initiating recourse to arbitration under these Rules (hereinafter called the “claimant”) shall file with the Registrar, a Notice of Arbitration. The claimant shall, at the same time, send a copy of the Notice of Arbitration to the respondent, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

A Notice of Arbitration shall contain:

- a. a demand that the dispute be referred to arbitration;
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
- c. a reference to the full terms of the arbitration clause or the separate arbitration agreement that is invoked and a copy of the arbitration agreement;
- d. a reference to the contract(s) or other instrument(s) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
- e. a brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;
- f. a statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal (such as the number of arbitrator(s), the applicable rules of law, the language(s) of the arbitration, and the seat of arbitration);
- g. a proposal for the number of arbitrators if not specified in the arbitration agreement;
- h. unless otherwise agreed by the parties, the nomination of an arbitrator, if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator;
- i. confirmation that copies of the Request for Arbitration and any exhibits have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of delivery); and
- k. payment of the requisite filing fee under these Rules.

3.2 The Notice of Arbitration may also include the Statement of Claim referred to in Rule 16.1.

3.3 The date of receipt of the complete Notice of Arbitration by the Registrar shall be deemed to be the date of commencement of the arbitration. For the avoidance of doubt, the Notice of

Arbitration is deemed to be complete when all the requirements of Rule 3.1 and Rule 6.1(b) (if applicable) are fulfilled or when the Registrar determines that there has been substantial compliance with such requirements. GIMAC shall notify the parties regarding the commencement of the arbitration.

Rule 4 — Response to the Notice of Arbitration

4.1 The Respondent shall file a Response with the Registrar within 14 days of receipt of the Notice of Arbitration. The Respondent shall, at the same time as it files the Response with the Registrar, send a copy of the Response to the Claimant, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service. The Response shall contain:

- a. a brief statement describing the nature and circumstances of any counterclaim, specifying the relief claimed and, where possible, an initial quantification of the counterclaim amount;
- b. a confirmation or denial of all or part of the claims, including the Claimant's invocation of the arbitration agreement in support thereof, and also, where possible, any plea that the Tribunal lacks jurisdiction;
- c. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of the respondent and their legal representatives, if any;
- d. any comment in response to any statements contained in the Notice of Arbitration under Rule 3.1 or any comment with respect to the matters covered in such Rule;
- e. unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators or, if the arbitration agreement provides for a sole arbitrator, comments on the Claimant's proposal for a sole arbitrator or a counterproposal;
- f. confirmation that copies of the Response and any exhibits have been or are being served simultaneously on all other parties, specifying the mode of service employed and the date of service, to be supported then or as soon as possible thereafter by documentary proof satisfactory to the Registrar of actual delivery (including the date of delivery); and
- g. payment of the requisite filing fee under these Rules for any counterclaim.

4.2 The Response may also include the Statement of Defence and a Statement of Counterclaim, as referred to in Rule 16.3 and Rule 16.4.

4.3 For the avoidance of doubt, the contents of the Response do not restrict the Respondent from subsequently adding, supplementing or amending in its pleadings the matters referred to arbitration or the reliefs (subject to Rule 16.5), provided these matters and reliefs fall within the scope of the arbitration agreement.

Section 3. Mechanisms for Consolidation, Joinder of Additional Parties and Multiple Contracts

Rule 5 — Consolidation, Joinder of Additional Parties and Multiple Contracts

Consolidation

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

- a. all parties have agreed to the consolidation; or
- b. all the claims in the arbitrations are made under the same arbitration agreement and in case the tribunal is already constituted - the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s); or
- c. where the claims in arbitrations are made under more than one arbitration agreement, the arbitrations are between the same parties, the disputes arise out of contracts consisting of a principal contract and its ancillary contract(s), the disputes in the arbitrations arise in connection with the same legal relationship, the disputes arise out of the same transaction or series of transactions and the Council finds the arbitration agreements to be compatible. In case the tribunal is already constituted, apart from other conditions mentioned herein in Rule 5.1 (c), whether the same Tribunal has been constituted in each of the arbitrations or no Tribunal has been constituted in the other arbitration(s).

5.2 An application for consolidation under Rule 5.1 shall include:

- a. the case reference numbers of the arbitrations sought to be consolidated;
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties and their representatives, if any, and any arbitrators who have been nominated or appointed in the arbitrations sought to be consolidated;
- c. the information specified in Rule 3.1(c) and Rule 3.1(d);
- d. if the application is being made under Rule 5.1(a), identification of the applicable agreement and, where possible, a copy of such agreement; and
- e. a brief statement of the facts and legal basis supporting the application.

5.3 The party requesting for consolidation under Rule 5.1 shall, at the same time as it files an application for consolidation with the Registrar, shall send a copy of the application to all parties and shall notify the Registrar of the same, specifying the mode of service employed and the date of service.

5.4 Whilst deciding on merits to consolidate the cases, the Council shall take into consideration all the circumstances of the case(s), not limited to, whether one or more arbitrators have been assigned/confirmed in more than one arbitrations and, if so, whether the arbitrators assigned/confirmed are the same or not. The Council shall attempt to determine any application for consolidation no later than 14 days following the receipt of the Request for Consolidation.

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

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

5.7 The revocation of the appointment of arbitrator under Rule 5.6 shall not affect:

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

5.8 The consolidation of two or more arbitrations is without prejudice to the validity of any order made by any state court, other arbitral tribunal or judicial authority, in relation to the relevant arbitration before the consolidation.

5.9 The Council's decision as regards consolidation will be final and binding on the parties.

5.10 The GIMAC shall suitably adjust its Administrative and Tribunal's Fees (wherever appropriate) post the decision to consolidate.

Joinder of Additional Parties

5.11 Either before the constitution of the Tribunal or after the tribunal formation, a party or non-party to the arbitration may file an application with the Registrar 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 agreed to the joinder of the additional party.

5.12 An application for joinder under Rule 5.11 shall include:

- a. the case reference number of the pending arbitration;
- b. the names, addresses, telephone numbers, facsimile numbers and electronic mail addresses, if known, of all parties, including the additional party to be joined, and their representatives, if any, and any arbitrators who have been nominated or appointed in the pending arbitration;
- c. whether the additional party is to be joined as a Claimant or a Respondent;
- d. the information specified in Rule 3.1(c) and Rule 3.1(d);
- e. if the application is being made under Rule 5.11(b), identification of the relevant agreement and, where possible, a copy of such agreement; and
- f. a brief statement of the facts and legal basis supporting the application.

The application for joinder of additional party is deemed to be complete when all the requirements of this Rule 5.12 are fulfilled or when the Registrar determines that there has been justifiable compliance with such requirements. When the application for joinder is complete, GIMAC shall notify all parties, including the additional party to be joined.

5.13 The party or non-party applying for joinder under Rule 5.11 shall, at the same time as it files an application for joinder with the Registrar, send a copy of the application to all parties, including the additional party to be joined, and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

5.14 The Council shall, after considering the circumstances of the case and the views of all parties, including the additional party to be joined, decide whether to grant, in whole or in part, any application for joinder under Rule 5.11. The Council's decision to grant an application for joinder under this Rule 5.14 is without prejudice to the Tribunal's power to subsequently decide any question as to its jurisdiction arising from such decision.

5.15 Where an application for joinder is granted under Rule 5.14, the date of receipt of the complete application for joinder shall be deemed to be the date of commencement of the arbitration in respect of the additional party.

5.16 Where an application for joinder is granted under Rule 5.14, the Court may revoke the appointment of any arbitrators appointed prior to the decision on joinder. The Council's decision to revoke the appointment of any arbitrator is without prejudice to the validity of any act done or order or Award made by the arbitrator before his/her appointment was revoked. Unless otherwise agreed by all parties, including the additional party joined, Rule 9 to Rule 11 shall apply as appropriate, and the respective timelines thereunder shall run from the date of receipt of the Council's decision under Rule 5.14.

5.17 Where an application for joinder is granted under Rule 5.14, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 13.

5.18 Where an application for joinder is granted under Rule 5.14, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims.

Multiple Contracts

5.19 In cases where there are disputes arising out of or in connection with more than one contract, the Claimant may:

- a. file a Notice of Arbitration in respect of each arbitration agreement invoked and concurrently submit an application to consolidate the arbitrations pursuant to Rule 5.1; or
- b. file a single Notice of Arbitration in respect of all the arbitration agreements invoked which shall include a statement identifying each contract and arbitration agreement invoked and a description of how the applicable criteria under Rule 5.1 are satisfied. The Claimant shall be deemed to have commenced multiple arbitrations, one in respect of each arbitration agreement invoked, and the Notice of Arbitration under this Rule 5.19(b) shall be deemed to be an application to consolidate all such arbitrations pursuant to Rule 5.1.

5.20 Where the Claimant has filed two or more Notices of Arbitration pursuant to Rule 5.19(a), the Registrar shall accept payment of a single filing fee under these Rules for all the arbitrations sought to be consolidated. Where the Court rejects the application for consolidation, in whole or in part, the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

5.21 Where the Claimant has filed a single Notice of Arbitration pursuant to Rule 5.19(b) and the Court rejects the application for consolidation, in whole or in part, it shall file a Notice of Arbitration in respect of each arbitration that has not been consolidated, and the Claimant shall be required to make payment of the requisite filing fee under these Rules in respect of each arbitration that has not been consolidated.

Section 4. Mechanisms for Emergency and Interim Relief

Rule 6 — Emergency Arbitrator

6.1 A party that wishes to seek emergency interim relief but before the Tribunal has been constituted, concurrent with or after a Notice of Arbitration has been served on the Respondent, may submit an application to the Registrar. The party shall at the same time also send copy of this application to all other parties seeking appointment of an emergency arbitrator pending the constitution of the Tribunal.

6.2 The application must contain following information and supporting documents:

- a. Names of parties, their legal counsel/representatives, their phone & fax numbers, postal addresses, email addresses;
- b. Copy of parties' relevant agreements, in particular, of any written arbitration clause or a separate arbitration agreement;
- c. Statement certifying that all the other parties have been notified of this application, or, if not, an explanation of the steps taken in good faith to provide a copy or notification to all other parties;
- d. Description of parties' dispute, including any currently known claims or counterclaims for relief and the amount or value thereof;
- e. Applicant's position, if any, regarding the place of the emergency proceedings, the language(s) of the proceedings and any procedural or substantive laws pertaining to the proceedings;
- f. Full statement of the specific relief sought;
- g. Reasons why the party is entitled to such relief;
- h. Statement as to why the applicant's request for emergency relief cannot await the constitution of the arbitral tribunal;
- i. Names of Legal Representatives previously engaged in the matters or Arbitrator's previous nominated between Parties.
- j. Proof of payment of the GIMAC administrative fee pursuant to Schedule of Fees.

6.3 The application may contain additional information or any other documents that may contribute to an efficient and fair consideration of the application.

6.4 The application for emergency interim relief submitted to the Registrar shall be accompanied by payment of non-refundable administration fee and the requisite deposits

under these Rules towards Emergency Arbitrator's fees and expenses for proceedings pursuant to this Schedule of Fees. In appropriate cases, the Registrar may increase the amount of deposits from the Party making the application. If the additional deposits are not paid within the time limit set by Registrar, the application shall be considered as withdrawn.

6.5 If the GIMAC determines to accept the application for emergency interim relief, the Chairman shall strive to appoint an Emergency Arbitrator within one business day of receipt of such application along with supporting documents by the Registrar and payment of the administration fee and deposits. The Emergency Arbitrator shall comply with the requirements of Rule 12.

6.6 Prior to accepting his/her appointment, a prospective Emergency Arbitrator must disclose to the Registrar any facts or circumstances which may give rise to justifiable doubts as to his / her impartiality or independence.

6.7 Any challenge to the appointment of Emergency Arbitrator must be made within one business day of the communication by the Registrar to the parties of the appointment of the Emergency Arbitrator. The Registrar shall endeavor to decide and resolve any such challenge within two business days thereafter. GIMAC shall not give any reasons for its decision on challenges and such a decision shall be final.

6.8 Should an Emergency Arbitrator de cease, resign, or otherwise be removed, the Chairman shall endeavour to appoint a replacement Emergency Arbitrator within the time provided in this Rule 6 for the appointment of an Emergency Arbitrator.

6.9 Should an Emergency Arbitrator be replaced, the new Emergency Arbitrator (in consultation with the Registrar) shall determine whether to resume the emergency proceedings at the stage at which the original Emergency Arbitrator ceased performing such functions or restart the proceedings.

6.10 Unless the parties agree otherwise, an Emergency Arbitrator may not act as an arbitrator in any future arbitration relating to the dispute.

6.11 If the parties have agreed on the seat of the arbitration, such seat shall be the seat of the proceedings for emergency interim relief. Failing such agreement between the parties regarding the place of the emergency proceedings, the seat of the proceedings for emergency interim relief shall be GIFT City, without prejudice to the Tribunal's determination of the seat of the arbitration under Rule 16.1.

6.12 The Emergency Arbitrator shall establish a schedule for conduct of emergency proceedings within two days of his / her appointment. Such a schedule shall provide a reasonable opportunity for the parties to be heard but may provide for proceedings by telephone or video conference or on written submissions as alternatives to a hearing in person.

6.13 The Emergency Arbitrator shall have the powers vested in the Tribunal pursuant to these Rules, including the authority to rule on his / her own jurisdiction, without prejudice to the Tribunal's determination.

6.14 The Emergency Arbitrator shall have the power to order or award any interim relief that he/she deems necessary, including preliminary orders that may be made pending any hearing, telephone or video conference or written submissions by the parties. The Emergency Arbitrator shall give brief reasons for his / her decision in writing. Emergency Arbitrator shall also have the authority to modify or revoke any interim order or award issued by him, for a good cause, or on his / her own initiative.

6.15 The Emergency Arbitrator shall make his / her interim order or Award within 15 days from the date of his /her appointment. The deadline may be extended only in exceptional circumstances by the Registrar or by the written agreement of all parties to the emergency proceeding. No interim order or Award shall be made by the Emergency Arbitrator until it has been approved by the Registrar as to its form.

6.16 The Emergency Arbitrator has no further power to act after the Tribunal has been constituted.

6.17 Any order or award issued by the emergency arbitrator may be modified, confirmed, or vacated by the Tribunal, including a ruling on Emergency Arbitrator's jurisdiction. The Tribunal is not bound by the reasons given by the Emergency Arbitrator. Any interim order or Award issued by the Emergency Arbitrator shall, in any event, cease to be binding if the Tribunal is not constituted within 120 days of such order or Award, or when the Tribunal makes a final Award, or if the claim is withdrawn, or if the Registrar accepts a challenge to Emergency Arbitrator or the parties agrees to such a challenge.

6.18 In granting an application for emergency relief, the Emergency Arbitrator may impose such conditions as he deems necessary, including requiring that the applicant provide appropriate security in connection with the relief granted.

6.19 By agreeing to resolve their dispute pursuant to this Rule, the parties agree to comply immediately and without delay with any such an order or Award by Emergency Arbitrator. The parties also irrevocably waive their rights to any form of appeal, review, or recourse to any court or other judicial authority with respect to such Award insofar as such waiver may be validly made.

6.20 The costs associated with any application pursuant to this Rule may initially be apportioned by the Emergency Arbitrator, subject to the power of the Tribunal to determine finally the apportionment of such costs.

6.21 These Rules shall apply as appropriate to any proceeding pursuant to this Rule, considering the urgency of such a proceeding. The Emergency Arbitrator may decide in what manner these Rules shall apply as appropriate, and his/her decision as to such matters is final and not subject to appeal, review or recourse. The Registrar may reduce any time limits under these Rules in applications made pursuant to proceedings commenced under Rule 6 and Rule 7.

Rule 7 — Emergency and Interim Relief

7.1 The Tribunal may issue an order or an award granting an injunction or any other interim relief it deems appropriate, at the request of a party.

7.2 The Tribunal may order the party requesting interim relief to provide appropriate security in connection with the relief sought.

7.3 A party that wishes to seek emergency interim relief prior to the constitution of the Tribunal may apply for such relief pursuant to the procedures in Rule 8.

7.4 A request for interim relief made by a party to any judicial authority prior to the constitution of the Tribunal, or in exceptional circumstances thereafter, is not incompatible with these Rules.

Section 5. Mechanisms for Expedited Procedures

Rule 8- Expedited Procedures

8.1 A party may file an application with the Registrar for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under this Rule, prior to the constitution of the Tribunal, provided that any of the following criteria is satisfied:

- a. the amount in dispute does not exceed the equivalent amount of INR 10 Crore, representing the aggregate of the claim, counterclaim and any set-off defence; or
- b. the parties so agree in writing; or
- c. in cases of exceptional urgency.

The party applying for the arbitral proceedings, shall, at the same time, as it files an application for the proceedings to be conducted in accordance with the Expedited Procedure with the Registrar under this Rule 8.1, send a copy of the application to the other parties and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

8.2 Where a party has filed an application with the Registrar under Rule 8.1, and where the Chairman determines, after considering the views of the parties, and having regard to the circumstances of the case, that the arbitral proceedings shall be conducted in accordance with the Expedited Procedure, the following procedure shall apply:

- a. the Registrar may reduce any time limits under these Rules;
- b. the case shall be referred to a sole arbitrator unless the Chairman determines otherwise;
- c. the Tribunal may, in consultation with the parties, decide if the dispute is to be decided on the basis of documentary evidence only, or if a hearing is required for the examination of any witness and expert witness as well as for any oral argument;
- d. the Tribunal may state the reasons upon which the final Award is based in summary form unless the parties have agreed that no reasons are to be given; and
- e. the final Award shall be made **within six months** from the date when the Tribunal is constituted unless, in exceptional circumstances, the Registrar extends the time for making such a final Award.

8.3 By agreeing to arbitration under these Rules, the parties agree that, where arbitral proceedings are conducted in accordance with the Expedited Procedure under this Rule 8,

the rules and procedures set forth in Rule 8.2 shall apply even in cases where the arbitration agreement contains contrary terms.

8.4 Upon application by a party, and after giving the parties the opportunity to be heard, the Tribunal may, having regard to any further information as may subsequently become available, and in consultation with the Registrar, order that the arbitral proceedings shall no longer be conducted in accordance with the Expedited Procedure. Where the Tribunal decides to grant an application under Rule 8.4, the arbitration shall continue to be conducted by the same Tribunal that was constituted to conduct the arbitration in accordance with the Expedited Procedure.

Section 6. The Arbitral Tribunal

Rule 9 — Number and Appointment of Arbitrators

9.1 A sole arbitrator shall be appointed in any arbitration under these Rules unless the parties have otherwise agreed; or it appears to the Registrar, that the complexity, the quantum involved or any other relevant circumstances of the dispute, warrants the appointment of three arbitrators.

9.2 If the parties have decided that any arbitrator is to be appointed by one or more of the parties, or by any third person including the arbitrators already appointed, that agreement shall be considered as an agreement to nominate an arbitrator under these Rules.

9.3 In all cases, the arbitrators nominated by the parties, or by any third person including by the arbitrators already appointed, shall be subject to appointment by the Council in its discretion.

9.4 The Council shall appoint an arbitrator as soon as practicable. Any decision by the Council to appoint an arbitrator under these Rules shall be final, binding on the parties and not subject to appeal.

9.5 The Council may appoint any nominee whose appointment has already been suggested or proposed by any party.

9.6 In appointing an arbitrator under these Rules, the Council shall have due regard to any qualifications required of the arbitrator by the agreement of the parties and to such considerations that are relevant to the impartiality or independence of the arbitrator.

9.7 The Council shall also consider the circumstances and nature of the dispute, the geographies and nationality, the language and the number of parties involved (if more than two) while appointing an arbitrator under these Rules.

9.8 The Council shall also consider whether the arbitrator has sufficient ability and availability to determine the case in a prompt and efficient manner that is appropriate for the arbitration.

9.9 The terms of appointment of each arbitrator shall be fixed by the Registrar in accordance with these Rules and any Practice Notes for the time being in force, or in accordance with the agreement of the parties.

9.10 If the parties have agreed on any specific/generic qualifications required of an arbitrator, the arbitrator shall be deemed to satisfy the required qualifications, unless a party contends that the arbitrator is not so qualified within 14 days after receipt of the notification of the nomination of the arbitrator by that party. In such an event, the procedure for challenge and replacement of an arbitrator shall be applied (Rules 13 & 14).

9.11 Parties to a dispute or an arbitration agreement can engage GIMAC as the appointing authority in an *ad hoc* arbitration (conducted under the UNCITRAL Arbitration Rules or otherwise outside the terms of Rule 1 above), without subjecting the arbitration to the provisions contained in these Rules. In such circumstances, the Council may, in its discretion, act as appointing authority in accordance with the parties' agreement.

The party requesting the appointment shall pay the appointment fee in accordance with the Schedule of Fees in force at the time of the request.

Rule 10 — Sole Arbitrator

10.1 If a sole arbitrator is to be appointed, either party may propose to the other party the names of one or more persons, one of whom would serve as the sole arbitrator. Rule 9.3 shall apply where the parties have reached an agreement on the nomination of a sole arbitrator.

10.2 If within 21 days after the date of commencement of the arbitration, or within the period otherwise agreed by the parties or set by the Registrar, the parties have not reached an agreement on the nomination of a sole arbitrator, or in the instance of request by either party, the Council shall appoint the sole arbitrator as soon as practicable, subject to Rule 10.3.

10.3 In arbitrations, where there are more than two parties involved, and a sole arbitrator has to be appointed, all the parties have to agree upon an arbitrator. If the parties are unable to jointly nominate a sole arbitrator within 30 days of receipt of Request for commencement of Arbitration by the Registrar, or within such as agreed by the parties or set by the Registrar, the Council shall appoint the sole arbitrator as soon as practicable.

Rule 11 — Three Arbitrators

11.1 Each party shall nominate one arbitrator in case three arbitrators are to be appointed.

11.2 Unless otherwise agreed by the parties (Subject to Rule 11.4), if a party fails to make a nomination of an arbitrator within 14 days after receipt of a party's nomination of an arbitrator, or within the period otherwise agreed by the parties or set by the Registrar, the Council shall proceed to appoint an arbitrator on its behalf.

11.3 Unless the parties have agreed upon another procedure for appointing the third arbitrator, or if such agreed procedure does not result in a nomination within the period agreed by the parties or set by the Registrar, the Council shall appoint the third arbitrator, who shall be the

presiding

arbitrator.

11.4 In case there are more than two parties to the arbitration, and three arbitrators are to be appointed, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator. The third arbitrator (the presiding arbitrator) shall be appointed in accordance with Rule 11.3. In the absence of both such joint nominations having been made within 30 days of the date of commencement of the arbitration or within the period otherwise agreed by the parties or set by the Registrar, the Council shall appoint all three arbitrators and shall designate one of them to be the presiding arbitrator.

Rule 12 — Qualifications of Arbitrators

12.1 Any arbitrator appointed in an arbitration under these Rules shall be and remain at all times independent and impartial. Any arbitrator, whether or not nominated by the parties, shall not act as the advocate for any party.

12.2 A prospective arbitrator, before his/her appointment or confirmation shall disclose to the parties, and the Registrar, any circumstances that may give rise to reasonable doubts as to his/her impartiality or independence. A prospective arbitrator shall sign a statement of acceptance and declaration on availability, impartiality and independence in the form prescribed by the GIMAC.

12.3 The Chairman shall also consider whether the prospective arbitrator has sufficient availability to determine the case in a prompt and efficient manner that is appropriate given the nature of the arbitration.

12.4 A prospective arbitrator shall immediately disclose to the parties, other arbitrators and the Registrar, any circumstances that may give rise to reasonable doubts as to his/her impartiality or independence that may be discovered or arise during the course of arbitration.

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

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

12.6 No party or person acting on behalf of a party shall have any *ex parte* communication relating to the case with any candidate for presiding arbitrator.

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

Rule 13 — Challenge of Arbitrators

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

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

13.3 A party that intends to challenge an arbitrator shall file a notice of challenge with the Registrar in accordance with the requirements of Rule 9.10 within 14 days after receipt of the notice of appointment of the arbitrator who is being challenged or within 14 days after the circumstances specified in Rule 13.1 or Rule 13.2 became known or should have reasonably been known to that party.

13.4 The notice of challenge shall be in writing and shall clearly state the reasons for the challenge. The date of receipt of the notice of challenge by the Registrar shall be deemed to be the date the notice of challenge is filed. The party filing a notice of challenge of an arbitrator with the Registrar shall simultaneously send the notice of challenge to the other party, the arbitrator who is being challenged, and the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

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

13.6 After receipt of a notice of challenge, the Registrar may order a suspension of the arbitral proceedings until the challenge is resolved. Unless the Registrar orders the suspension of the arbitral proceedings pursuant to this Rule 13.6, the challenged arbitrator shall be entitled to continue to participate in the arbitration pending the determination of the challenge by the Council.

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

13.8 In cases referred to in Rule 13.7, a substitute arbitrator shall be appointed in accordance with Rule 14, even if, during the process of appointing the challenged arbitrator, a party failed to exercise its right to nominate an arbitrator. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of receipt of the agreement of the other party to the challenge or the challenged arbitrator's withdrawal from office.

13.9 If the other party does not agree to the challenge and the arbitrator who is being challenged does not withdraw voluntarily from office within seven days of receipt of the notice of challenge, the Council shall decide the challenge. The Registrar and/or Council may request comments and/or submissions on the challenge from the parties, the challenged arbitrator and

the other members of the Tribunal (or if the Tribunal has not yet been constituted, any appointed arbitrator), and set a schedule for such comments and/or submissions to be made.

13.10 If the Council accepts the challenge to an arbitrator, a substitute arbitrator shall be appointed in accordance with the procedure applicable in Rule 14. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Registrar's notification to the parties of the decision by the Council.

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

13.12 The Council's decision on any challenge to an arbitrator under this Rule 13 shall be issued to the parties by the Registrar. Any such decision on any challenge by the Council shall be final and binding on the parties and not subject to appeal.

Rule 14 — Replacement of an Arbitrator

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

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

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

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

14.4 If the sole or presiding arbitrator is replaced under Rules 14.1 and 14.2, any hearings held previously shall be held again unless otherwise agreed by the parties. If any other arbitrator is replaced in a three-member Tribunal, any hearings held previously may be repeated at the discretion of the Tribunal after due consultation with the parties. If the Tribunal has issued an interim or partial Award, any hearings relating solely to that Award shall not be repeated, and such interim or partial Award shall remain in effect.

Section 7. Proceedings of Arbitration

Rule 15 — Conduct of the Proceedings

15.1 The Tribunal shall conduct the arbitration in such manner as it considers appropriate, provided that the parties are treated with equality and that each party is given a reasonable opportunity of presenting its case at appropriate stage of the proceedings, to ensure fair, expeditious, economical and final resolution of dispute.

15.2 The Tribunal shall determine the relevance, materiality and admissibility of all evidence and is not required to apply the rules of evidence of any applicable law in making such determination.

15.3 The Parties and the Tribunal are encouraged to make contact (in person, or by any other means) as soon as practicable but not later than 21 days from receipt of Registrar's written notification of the formation of Tribunal, to discuss the procedures that will be most appropriate and efficient for the case as well as establish the procedural timeline for the conduct of the arbitration. The Tribunal may, at any time, after inviting the parties to express their views, limit or extend or any period of time prescribed under these Rules or agreed by the parties.

15.4 The Tribunal may, in its discretion, direct the order of proceedings, bifurcate proceedings, exclude cumulative or irrelevant testimony or other evidence and direct the parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

15.5 A presiding arbitrator may make procedural rulings alone, subject to revision by the Tribunal

15.6 All notices, statements, documents or other information including all communications shall be supplied to the Tribunal and/or the Registrar by a party shall simultaneously be communicated to the other party.

15.7 The Chairman may, at any stage of the proceedings, request the Parties and the Tribunal to convene a meeting to discuss the procedures that will be most appropriate and efficient for the case. Such meeting may be conducted in person or by any other means.

15.8 The Tribunal shall make every effort to render its final Award within 12 months from the date it receives written notice of its constitution, if required by any applicable law. In case the Tribunal determines that the final Award cannot reasonably be rendered within a period of 12 months from the date it receives written notice of its constitution, the Tribunal shall immediately notify the parties in writing, with supporting reasons, of the estimated length of time required for the Tribunal to render its final Award. By agreeing to arbitrate under these Rules, the parties hereby expressly consent to extend the time prescribed by any applicable law for the rendering of the Award by not more than 6 months, in the event the Tribunal considers such extension necessary.

15.9 The Council and the Tribunal shall act in accordance with the spirit and intent of these Rules in all matters not expressly provided for in these Rules and shall endeavor to make

sure that the Award is made in accordance with the law of the seat and enforceable at law.

Rule 16 — Submission by the Parties

16.1 Unless already submitted pursuant to Rule 3, the Claimant shall serve its Statement of Claim in writing to the Respondent and to the Tribunal within a period of time to be determined by the Tribunal. The Statement of Claim shall include the following particulars:

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

16.2 Unless already submitted pursuant to Rule 4, the Respondent shall serve its Statement of Defence in writing to Claimant and to the Tribunal within a period of time to be determined by the Tribunal. The Statement of Defence shall include the following particulars:

- a. Statement of Facts supporting its defence to the Statement of Claim
- b. Legal grounds or arguments supporting such defence
- c. Relief claimed

16.3 In its Statement of Defence, or at a later stage in the arbitral proceedings if the Tribunal decides that the delay was justified under the circumstances, the Respondent may make a counterclaim or rely on a claim for the purpose of a set off provided that the Tribunal has jurisdiction over it.

16.4 If a Statement of Counterclaim is made, the Claimant shall, within a period of time to be determined by the Tribunal, send to the Respondent and the Tribunal a Statement of Defence to Counterclaim. A Statement of Defence to Counterclaim shall include the following particulars:

- a. Statement of Facts supporting its defence to the Statement of Counterclaim
- b. Legal grounds or arguments supporting such defence to the Statement of Counterclaim
- c. Relief claimed

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

16.6 The Tribunal shall decide which further statements, in addition to the Statement of Claim and the Statement of Defence, shall be required from the parties or may be presented by them and shall fix the periods of time for communicating such statements.

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

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

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

Rule 17 — Seat and Venue of the Arbitration

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

17.2 The Tribunal may hold hearings, deliberations and meetings by any means it considers expedient or appropriate and at any location it considers convenient or appropriate.

17.3 Unless otherwise agreed by the Parties, if any hearing, meeting, or deliberation is held elsewhere than at the seat of arbitration, the arbitration shall be deemed to have taken place at the seat of arbitration.

Rule 18 — Language of the Arbitration

18.1 Unless the parties have agreed otherwise, the initial language of the arbitration shall be the language of the arbitration agreement, providing always that no party shall have cause for complaint if communications to or from the Registrar and/or Chairman and the arbitration proceedings are conducted in English.

18.2 Upon the formation of tribunal and unless otherwise agreed by the Parties, the Tribunal shall determine the language (preferably – English) to be used in the arbitration. This determination shall apply to the Statement of Claim, the Statement of Defence, and any further written statements and, if oral hearings take place, to the language or languages to be used in such hearing.

18.3 If a party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or if the Tribunal has not been constituted, the Registrar, may order that party to submit a translation in a form to be determined by the Tribunal or the Registrar.

Rule 19 — Party Representatives

19.1 Any party may be represented in the arbitration by one or more authorized legal representatives. The Registrar and/or the Tribunal may require proof of authority of any party representatives.

19.2 Following the Tribunal's formation, any intended change or addition by a party to its legal representatives shall be notified promptly in writing to all parties, the Tribunal and the Registrar.; and any such intended change or addition shall only take effect in the arbitration subject to the confirmation by the Tribunal.

Rule 20 — Hearings

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

20.2 The Tribunal shall organise the conduct of any meeting or hearing in advance, in consultation with the parties and shall give the parties reasonable notice. The Tribunal shall have the full authority to establish the conduct of any meeting or hearing, including its date, time, place, form, content, and procedure.

20.3 The arbitral tribunal may decide regarding the form, after consulting the parties, and on the basis of relevant facts and circumstances of the case, that any meeting or hearing will be conducted by physical attendance or remotely by videoconference, telephone or other appropriate means of communication.

20.4 The Tribunal may, in advance of any meeting or hearing, require the parties to address a list of questions or issues arising from the parties' dispute.

20.5 If any party fails to appear at a meeting or hearing without showing sufficient cause for such failure, the Tribunal may proceed with the arbitration and may make the Award based on the submissions and evidence before it.

20.6 All hearings shall be held in private, unless the parties agree otherwise in writing, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.

20.7 The parties may appear in person or through duly authorized representatives, and may be assisted by advisers. Save with the approval of the Tribunal and the parties, persons not involved in the proceedings shall not be admitted.

Rule 21 — Witnesses

21.1 Before any hearing, the Tribunal may mandate any party to give written notice of the identity of each witness, including expert witnesses, whom that party wishes to call, as well as the subject-matter of that witness's testimony, its content and its relevance to the

issues before the arbitration.

21.2 The Tribunal may allow, refuse or limit the appearance of witnesses to give oral evidence at any hearing.

21.3 Any witness who gives oral evidence may be questioned by each of the parties, their representatives, and the Tribunal in such manner as the Tribunal may determine.

21.4 The Tribunal may direct the testimony of witnesses to be presented in written form, either as signed statements or sworn affidavits, or any other form of recording. The Tribunal and any party may request that a witness should attend for oral examination at a hearing before the Tribunal. If the witness fails to attend for oral examination, the Tribunal may place such weight on the written testimony as it thinks fit or exclude all or any part of the written testimony as it considers appropriate in the circumstances.

21.5 It shall be permissible for any party or its representatives to interview any witness or potential witness (that may be presented by that party) prior to his/her appearance to give oral evidence at any hearing.

Rule 22 — Tribunal - Appointed Experts

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

22.2 The Tribunal may require any party at any time to give to such expert any relevant information or to provide access to any relevant documents, goods, samples, property, site or thing for inspection under that party's control on such terms as the Tribunal thinks appropriate in the circumstances.

22.3 Any expert appointed under the Rule 22.1 shall submit a report in writing to the Tribunal. Upon receipt of such written report, the Tribunal shall deliver a copy of the report to the parties and invite the parties to submit written comments on the report.

22.4 If any party so requests or the Tribunal considers it necessary, the Tribunal may order the expert appointed under the Rule 22.1, after delivery of his/her written report, to participate in a hearing at which the parties shall have the reasonable opportunity to examine and question the expert on the report.

22.5 The Tribunal-appointed expert shall comply with the duties of independence and impartiality imposed on the arbitrators under these Rules. The provisions on confirmation and challenge relating to arbitrators shall also apply to the Tribunal-appointed expert.

Section 8. Orders and Awards of Arbitration

Rule 23 — Additional Powers of the Tribunal

23.1 In addition to the other powers specified in these Rules, unless otherwise agreed upon by the parties, and except as prohibited by the mandatory rules of law applicable to the arbitration, the Tribunal shall have the power to:

- a. Order the correction or rectification of any contract, subject to the law governing such contract;
- b. Abridge or extend (even where the period of time has expired) any period of time prescribed under the Rules or any order made by the Tribunal;
- c. Conduct such inquiries as may appear to the Tribunal to be necessary or expedient;
- d. Order any party to make any documents, goods, samples, property, site or thing under its control available for inspection by the Tribunal;
- e. Order the preservation, storage, sale or disposal of any property or item which is or forms part of the subject matter of the dispute;
- f. Order any party to produce to the Tribunal and to other parties, any documents or copies of documents in their possession, custody or power which the Tribunal decides to be relevant to the case and material to its outcome;
- g. Issue an order or Award for the reimbursement of unpaid deposits towards the costs of the arbitration;
- h. Direct any party or person to give evidence by affidavit or in any other form;
- i. Direct any party to take or refrain from taking actions to ensure that any Award which may be made in the arbitration is not rendered ineffectual by the dissipation of assets by a party or otherwise;
- j. Order compliance with any legal obligation, payment of compensation for breach of any legal obligation and specific performance of any agreement
- k. Order any party to provide security for legal or other costs in any manner the Tribunal thinks fit;
- l. Order any party to provide security for all or part of any amount in dispute in the arbitration;
- m. Issue an award for unpaid deposits towards the costs of the arbitration where a party to the arbitration has paid the non-paying party's share of the deposits on behalf of the non-paying party;
- n. Proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Tribunal's orders or directions or any partial Award or to attend any meeting or hearing, and to impose such sanctions as the Tribunal deems appropriate in relation to such failure or refusal;
- o. Decide, where appropriate, any issue not expressly or impliedly raised in the submissions by the parties provided such issue has been clearly brought to the

notice of the other party and that other party has been given adequate opportunity to respond;

- p. Determine the law applicable to the arbitral proceedings; and
- q. Determine any claim of legal or other privilege.

Rule 24 — Jurisdiction of the Tribunal

24.1 If any party objects to the existence or validity of the arbitration agreement, or to the competence of GIMAC to administer an arbitration, before the Tribunal is constituted, the Registrar shall determine if such objection shall be referred to the Council. If the Registrar so determines, the Council shall decide if it is *prima facie* satisfied that the arbitration shall proceed. The arbitration shall be terminated if the Council is not so satisfied. Any decision by the Registrar or the Council that the arbitration shall proceed is without prejudice to the power of the Tribunal to rule on its own jurisdiction.

24.2 The Tribunal shall have the power to rule upon its own jurisdiction, including any objections with respect to the existence, validity, or scope of the arbitration agreement.

24.3 An arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Tribunal that the contract is null and void shall not entail *ipso jure* the invalidity of the arbitration agreement, and the Tribunal shall not cease to have jurisdiction by reason of any allegation that the contract is non-existent or null and void.

24.4 Any objection by a Party that the Tribunal does not have jurisdiction shall be raised as soon as possible but not later than the time for its Statement of Defence or Statement of Defence to a Counterclaim.

24.5 Any objection by a Party that the Tribunal is exceeding the scope of its jurisdiction shall be raised promptly within 14 days after the Tribunal has indicated its intention to act upon the matter alleged to lie beyond the scope of the Tribunal's jurisdiction during the arbitral proceedings.

24.6 The Tribunal may nevertheless admit an objection raised by the party outside the time limits under these Rules 24.4 and 24.5, as to its jurisdiction, if it considers the delay justified in the circumstances.

24.7 The Tribunal may rule on an objection referred to in Rules 24.4 and 24.5 either as a preliminary question or in an Award on the merits, as it considers appropriate in the circumstances.

24.8 A party may rely on a claim or defence for the purpose of a set-off to the extent permitted by these Rules and the applicable law.

Rule 25 — Early Dismissal of Claims and Defences

25.1 A party may apply to the Tribunal for the early dismissal of a claim or defence on the basis that:

- a. A claim or defence is manifestly without legal merit; or

b. A claim or defence is manifestly outside the jurisdiction of the Tribunal.

25.2 An application for the early dismissal of a claim or defence under Rule 25.1 shall state in detail the facts and legal basis supporting the application. The party applying for early dismissal shall, at the same time as it files the application with the Tribunal, send a copy of the application to the other party, and shall notify the Tribunal that it has done so, specifying the mode of service employed and the date of service.

25.3 The Tribunal may, in its discretion, allow the application for the early dismissal of a claim or defence under Rule 25.1 to proceed. If the application is allowed to proceed, the Tribunal shall, after giving the parties the opportunity to be heard, decide whether to grant, in whole or in part, the application for early dismissal under Rule 25.1.

25.4 If the application is allowed to proceed, the Tribunal shall make an order or Award on the application, with reasons, which may be in summary form. The order or Award shall be made within 60 days of the date of filing of the application, unless, in exceptional circumstances, the Registrar extends the time.

Rule 26 — Applicable Law

26.1 The Tribunal shall apply the law or rules of law designated by the parties as applicable to the substance of the dispute. Failing such designation by the parties, the Tribunal shall apply the law or rules of law which it determines to be appropriate.

26.2 The Tribunal shall decide as *amiable compositeur* or *ex aequo et bono* only if the parties have expressly authorised it to do so.

26.3 In all cases, the Tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

Rule 27 — The Award

27.1 After consulting with the parties and upon being satisfied that the parties have no further relevant and material evidence to produce or submission to make with respect to the matters to be decided in the award, the Tribunal shall declare the proceedings closed. The Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Registrar.

27.2 Before making any award, the Tribunal shall submit such award in draft form to the Registrar. Unless the Registrar extends the period of time or unless otherwise agreed by the parties, the Tribunal shall submit the draft award to the Registrar, not later than 60 days from the date on which the Tribunal declares the proceedings closed.

27.3 Where there is more than one arbitrator, any award or other decision of the Tribunal shall be made by a majority of the arbitrators. When there is no majority or when the Tribunal so authorises, the presiding arbitrator may decide alone, subject to revision by the Tribunal (if any). The Registrar may, as soon as practicable, suggest modifications as to the form of the Award and, without affecting the Tribunal's liberty to decide the dispute,

draw the Tribunal's attention to points of substance. No award shall be made by the Tribunal until it has been approved by the Registrar as to its form. Registrar shall transmit certified copies of the award to the parties upon full settlement of the costs of the arbitration. The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

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

27.5 The award shall be in writing and may indicate among others:

- a. The arbitrators, the parties and their representatives;
- b. The arbitration agreement;
- c. The seat of the arbitration;
- d. The conclusions of the parties;
- e. The reasons upon which the decision is based, even in summary;
- f. The decision (dictum);
- g. The decision on the allocation of the costs of the proceedings, with reference to the decision on the costs of the Arbitral Council, and on the legal costs of the parties.

27.6 The award shall be in writing and shall mention the reasons upon which it is based, unless the parties have agreed that no reasons are to be given. The parties undertake to carry out the award immediately and without delay. By adopting these Rules, the parties irrevocably waive their right to any form of review, appeal or recourse to any state court or other judicial authority insofar as such waiver is valid under the applicable law and the party further agree that an award shall be final and binding on the parties from the date it is made.

27.7 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.

27.8 The Tribunal may re-open the proceedings on its own motion or upon application of a party but before any Award is made. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties and to the Registrar. The Tribunal shall close any re-opened proceedings in accordance with Rule 27.1.

27.9 If, before the award is made, the parties agree on a settlement of the dispute, the Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by the parties and accepted by the Tribunal (in consultation with Registrar), record the settlement in the form of a consent award (in consultation with Registrar) on agreed terms. The Tribunal is not obliged to give reasons for such an award. Notwithstanding the settlement reached, the arbitration shall only be deemed concluded and the arbitral tribunal discharged upon full settlement of the costs of arbitration.

27.10 If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 27.9, before the award is made (in consultation with Registrar), the Tribunal shall inform the parties of its intention to issue an order for the

termination of the proceedings.

27.11 GIMAC may publish any Award with the names of the parties and other identifying information redacted with the consent of the parties and the Tribunal.

Rule 28 — Correction of Awards, Interpretation of Awards and Additional Awards

28.1 A party, by written notice to the Registrar and the other party(ies), within 30 days of receipt of any award, may request the Tribunal to correct any error in computation, any clerical or typographical error, or any error/omission of a similar nature in the award. If the Tribunal considers the request to be justified, it shall make the correction within 45 days of receipt of request.

28.2 The Tribunal, on its own initiative, may correct any such errors (referred to in Rule 28.1) within 30 days of the date of the award.

28.3 Such corrections shall be in writing and shall form part of the award. The provisions of Rule 27 shall apply.

28.4 A party, by written notice to the Registrar and the other party(ies), within 30 days of receipt of any Award, may request the Tribunal to make an additional Award as to claims presented in the arbitration proceedings but not decided by the Tribunal. If the Tribunal considers the request to be justified, it shall make the additional award within 60 days of receipt of the request. When such an award or additional award is made, the provisions of Rule 27 shall apply.

28.5 A party, by written notice to the Registrar and the other party(ies), within 30 days of receipt of any Award, may request the Tribunal to give an interpretation of the Award. If the Tribunal considers the request to be justified, it shall provide the interpretation in writing within 45 days after receipt of the request. The interpretation shall form part of the Award. The provisions of Rule 27 shall apply.

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

The provisions of Rule 27 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional Award made.

Section 9. Fees and Costs of Arbitration

Rule 29 — Fees and Deposits

29.1 The costs of the arbitration (Tribunal's Fees & GIMAC's Fees) shall be determined by the Registrar in accordance with the Schedule of Fees.

29.2 [The Registrar shall fix amount of deposits payable towards the costs of the arbitration.](#) Claimant and Respondent to deposit an equal amount each, unless otherwise directed

by the Registrar.

29.3 The Registrar may fix separate deposits on costs for claims and counterclaims, respectively. Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar. Such estimate may be based on the nature of the controversy and the circumstances of the case. This estimate may be adjusted considering such information as may subsequently become available.

29.4 During the arbitral proceedings, the Tribunal may request supplementary deposits from the parties.

29.5 If the required deposits are not paid in full within 30 days after the receipt of the request, the Registrar shall so inform the parties in order that one or more of them may make the required payment.

29.6 If such a payment is not made -

- a. The Registrar may, after consulting with the Tribunal and the Parties, direct the Tribunal to order the suspension or termination of the arbitral proceedings or any part thereof.
- b. The Registrar may set a limit, after consultation with the Tribunal (if constituted) and after informing the parties, on the expiry of which the relevant claims or counterclaims shall be considered as withdrawn without prejudice to the party reintroducing the same claims or counterclaims in another proceeding.

29.7 In all cases, the costs of the arbitration shall be finally determined by the Registrar at the end of the proceedings. If the claim and/or counterclaim is not quantified, the Registrar shall finally determine the costs of the arbitration, as set out in Rule 30, at his/her discretion considering the circumstances of the case, including the stage of proceedings at which the arbitration concluded.

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

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

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

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

Rule 30 — Costs of the Arbitration

30.1 The term "Costs of Arbitration" includes:

- a. The Tribunal's fees and expenses and the Emergency Arbitrator's fees and expenses, where applicable;

- b. GIMAC's administration fees and expenses; and
- c. Costs of any expert appointed by the Tribunal and of any other assistance reasonably required by the Tribunal.

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

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

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

Rule 31 — Tribunal's Fees and Expenses

31.1 The fees of the Tribunal shall be fixed by Registrar in accordance with applicable Schedule of Fees, and the stage of the proceedings at which the arbitration concluded. The parties may agree to alternative methods of determining the Tribunal's fees prior to the constitution of the Tribunal.

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

31.3 The Tribunal's reasonable out-of-pocket expenses necessarily incurred and other allowances shall be reimbursed in accordance with the applicable Practice Note.

Rule 32 — Party's Legal and Other Costs

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

Rule 33 — Third Party Funding

33.1 In case of funding by a third party in relation to the proceedings and its outcome, the party(ies) shall disclose the existence of the funding and the identity of the funder.

Section 10. Miscellaneous and General Provisions

Rule 34 — Exclusion of Liability

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

Rule 35 — Confidentiality

- 35.1 Unless otherwise agreed by parties, any party, any arbitrator (including any Emergency Arbitrator), and any person appointed by the Tribunal (including any administrative secretary and any expert), shall at all times treat all matters relating to the proceedings and the Award as confidential. undertake to keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save for and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before any legal authority.
- 35.2 The deliberations of the Arbitral Tribunal shall remain confidential to its members, save for as required by any applicable law and to the extent that disclosure of an arbitrator's refusal to participate in the arbitration is required of the other members of the Arbitral Tribunal.
- 35.3 GIMAC shall not publish any award or any part thereof without the prior written consent of all parties and the Tribunal.
- In Rule 35.1, "matters relating to the proceedings" includes the existence of the proceedings, and the pleadings, evidence and other materials in the arbitral proceedings and all other documents produced by another party in the proceedings or the Award arising from the proceedings, but excludes any matter that is otherwise in the public domain.
- 35.4 The Tribunal has the power to take appropriate measures, including issuing an order or Award for sanctions or costs, if a party breaches the provisions of this Rule.

Rule 36 — Decision of the Chairman, the Council and the Registrar

- 36.1 The decisions of the Chairman, the Council and the Registrar with respect to all matters relating to the arbitration shall be conclusive and binding upon the parties and the Tribunal.
- 36.2 The Chairman, the Council and the Registrar shall not be required to provide reasons for such decisions, as may be provided in these Rules.
- 36.3 The parties shall be taken to have waived any right of appeal or review in respect of any decisions of the Chairman, the Council and the Registrar to any court or other judicial authority, to the extent permitted by any applicable law.

Rule 37 — General Provisions

- 37.1 Any party who is aware that any provision of the Arbitration Agreement has not been complied with and yet proceeds with the arbitration without promptly raising any objection of such non-compliance to the Registrar or the Tribunal, shall be treated as having irrevocably waived its right to object.
- 37.2 In all matters not expressly provided for in these Rules, the Chairman, the Council, the Registrar and the Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the fair, expeditious and economical conclusion of the arbitration and the enforceability of any Award.
- 37.3 If any part of the Arbitration Agreement is decided by the Tribunal, the Emergency Arbitrator, or any court or other legal authority of competent jurisdiction to be invalid, ineffective or unenforceable, such decision shall not adversely affect any order or award by the Arbitral Tribunal or the Emergency Arbitrator or any other part of the Arbitration Agreement which shall remain in full force and effect, unless prohibited by any applicable law.

Appendix A

Schedule of Fees

(A) Registration / Case Filing Fees (Non-Refundable)		
Case Filing Fees	INR 40,000*	
<i>*Registration / Case Filing Fees does not include the taxes as may be applicable</i>		
(B) Administrative Fees*		
Disputed Amount (In INR) <i>(Below Figures are Indicative)</i>	Minimum Fees, Excl. Taxes (In INR)	Maximum Fees, Excl. Taxes (In INR)
Up to 5,00,000	1,10,000	1,10,000
5,00,001 to 1,00,00,000	1,10,000	1,10,000
10,00,001 to 20,00,000	1,10,000	1,10,000 + 1.5% over 10,00,000
20,00,001 to 50,00,000	1,10,000	1,25,000 + 1.5% over 20,00,000
50,00,001 to 1,00,00,000	1,10,000	1,70,000 + 1.4% over 50,00,000
1,00,00,001 to 5,00,00,000	1,10,000	2,40,000 + 0.85% over 1,00,00,000
5,00,00,001 to 10,00,00,000	1,10,000	5,80,000 + 0.5% over 5,00,00,000
10,00,00,001 to 20,00,00,000	1,10,000	8,30,000 + 0.22% over 10,00,00,000
20,00,00,001 to 50,00,00,000	1,10,000	10,50,000 + 0.22% over 20,00,00,000
50,00,00,001 to 100,00,00,000	1,10,000	17,10,000 + 0.09% over 50,00,00,000
1,00,00,00,001 to 500,00,00,000	1,10,000	21,60,000 + 0.05% over 1,00,00,00,000
5,00,00,00,001 to 10,00,00,00,000	1,10,000	41,60,000
10,00,00,00,001 to 50,00,00,00,000	1,10,000	41,60,000
Above 50,00,00,00,000	1,10,000	41,60,000
<p>* Administration Fees does not include the following:</p> <ul style="list-style-type: none"> - Fees & Expenses of Tribunal - Usage costs of facilities and support services for and in connection with any meeting or hearing - Out of Pocket Expenses - Taxes as may be applicable 		
(C) Arbitrators Fees		

Disputed Amount (In INR) <i>(Below Figures are Indicative)</i>	Minimum Fees, Excl. Taxes (In INR)	Maximum Fees, Excl. Taxes (In INR)
Up to 5,00,000	45,000	1,85,000
5,00,001 to 1,00,00,000	45,000 + 3.5% over 5,00,000	1,85,000
10,00,001 to 20,00,000	62,500 + 3.5% over 10,00,000	1,85,000 + 6.75% over 10,00,000
20,00,001 to 50,00,000	97,500 + 3% over 20,00,000	2,52,500 + 6.75% over 20,00,000
50,00,001 to 1,00,00,000	1,87,500 + 3% over 50,00,000	4,55,000 + 6.5% over 50,00,000
1,00,00,001 to 5,00,00,000	3,37,500 + 1% over 1,00,00,000	7,80,000 + 4.3% over 1,00,00,000
5,00,00,001 to 10,00,00,000	7,37,500 + 1% over 5,00,00,000	25,00,000 + 2.13% over 5,00,00,000
10,00,00,001 to 20,00,00,000	12,37,500 + 0.75% over 10,00,00,000	35,65,000 + 0.88875% over 10,00,00,000
20,00,00,001 to 50,00,00,000	19,87,500 + 0.5% over 20,00,00,000 or 30,00,000 whichever is lower	44,53,750 + 0.88875% over 20,00,00,000
50,00,00,001 to 100,00,00,000	30,00,000	71,20,000 + 0.271% over 50,00,00,000
1,00,00,00,001 to 500,00,00,000	30,00,000	84,75,000 + 0.165625% over 1,00,00,00,000
5,00,00,00,001 to 10,00,00,00,000	30,00,000	1,51,00,000 + 0.06% over 5,00,00,00,000
10,00,00,00,001 to 50,00,00,00,000	30,00,000	1,81,00,000 + 0.0585% over 10,00,00,00,000
Above 50,00,00,00,000	30,00,000	4,15,00,000 + 0.04% over 50,00,00,00,000 up to a maximum of 8,50,00,000
(D) Emergency Interim Relief Fees		

Administration Fee for Emergency Arbitration Application	INR 80,000* (Taxes as applicable)
Emergency Arbitrator's Fees & Deposits	The Emergency Arbitrator's fees shall be capped at 20% of a sole arbitrator's maximum fee calculated in accordance with the Schedule of Fees in force at the time of commencement of the arbitration, but shall be not less than INR 300,000.
(E) Appointment Fees (Ad Hoc)*	
1 Arbitrator	INR 50,000
2 Arbitrators	INR 65,000
3 Arbitrators	INR 80,000
<i>* Fees does not include the taxes as may be applicable</i>	

(F) Ad-Hoc Supplementary Services Fees

Appendix B

GIMAC Arbitration Model Clause

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

- ▶ The seat of the Arbitration shall be [GIFT City, India] *
- ▶ The Tribunal shall consist of [one/three] arbitrator(s) **
- ▶ The language of the Arbitration shall be [English] ***
- ▶ This contract is governed by the laws of _____ ****

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to GIFT City, India, please replace [GIFT City, India] with the city and country of choice [e.g. "(City, Country)"]

** Either select one or three

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

**** State the country or jurisdiction

Expedited Procedure Model Clause

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

The parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 8 of the GIMAC Arbitration Rules.

- a. The seat of the Arbitration shall be [GIFT City, India] *
- b. The Tribunal shall consist of one arbitrator
- c. The language of the Arbitration shall be [English] **
- d. This contract is governed by the laws of _____ ***

* Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to GIFT City, India, please replace [GIFT City, India] with the city and country of choice [e.g. "(City, Country)"]

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

*** State the country or jurisdiction

GIMAC as Appointing Authority

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

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

*INSERT – Ad-Hoc Services to be provided towards Domestic Ad-Hoc Arbitrations, which includes various services to facilitate arbitration and generate revenue for GIMAC.

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“GIMAC shall be launched as an International Maritime Arbitration Centre (i.e. first phase of operation), determined to provide services for resolving international and domestic maritime/shipping disputes through arbitration.

Additionally, going forward, once the Arbitration Centre has gained necessary traction, it shall broaden its horizons (i.e. in the second phase of operation) by expanding its spectrum of services from standalone arbitration to also include standalone mediation as well as combination of both these services i.e. Arb-Med-Arb, for resolving maritime/shipping disputes.”

Rule 1: Introduction and Scope

- 1.1 Mediation under these Rules is a confidential, voluntary and private dispute resolution process that provides for the appointment of a neutral third party/parties [mediator(s)] to assist the parties in settling their disputes and reach a negotiated settlement.
- 1.2 These Rules shall apply to mediation of present or future disputes where the parties seek amicable settlement of such disputes and where they have agreed that these Rules shall apply, either by stipulation in their contract or by an agreement to mediate.
- 1.3 Where any agreement, submission or reference provides for mediation or conciliation by the GIMAC (Gujarat International Maritime Arbitration Centre) or under the mediation Rules of GIMAC, the parties shall be taken to have agreed that the mediation shall be conducted in accordance with the following Rules, or such amended Rules as GIMAC may have adopted to take effect before the commencement of mediation.
- 1.4 These Rules are subject to such modifications as the parties may agree in writing at any time.
- 1.5 The parties may at any time agree to modify the provisions of the Rules, subject to agreement of the mediator and GIMAC.
- 1.6 GIMAC is the only body authorized to administer proceedings under these Rules.

Rule 2: Commencement of Mediation

- 2.1 Any party or parties wishing to commence mediation pursuant to the Rules shall file a written request for mediation with the GIMAC in the form set out in Appendix A, along with applicable filing fee set out in Appendix B.
- 2.2 A copy of the request should be sent to all other parties to the mediation, unless the request has been filed jointly by all the parties.
- 2.3 If the request is made pursuant to an agreement to mediate at GIMAC, evidence of such an agreement (as set out in Appendix C) shall be attached to the request.
- 2.4 If the request is made pursuant to an agreement to mediate at GIMAC, GIMAC will acknowledge the receipt of request and of the filing fee in writing to the parties. The date on which GIMAC acknowledges such receipt shall be deemed to be the date of filing of the request and the date of commencement of mediation.
- 2.5 In the absence of an agreement of the parties to refer their dispute to the Rules, GIMAC will promptly contact the parties regarding the proposal for mediation and may assist the parties in considering the proposal. Together with the request, the party or parties filing the request shall pay the filing fee as set out in Appendix B on the date the request is filed. The mediation shall be deemed to commence on the date on which GIMAC sends written confirmation to the parties that an agreement to mediate has been reached.
- 2.6 Where the parties do not reach an agreement to refer their dispute to the Rules within 15 days from the date of receipt of the request by GIMAC or within such additional time as may be reasonably determined by GIMAC, the proceedings shall not commence.
- 2.7 In the event of any doubt as to the existence of an agreement to mediate at GIMAC, GIMAC may request further information from the parties or take such other steps as may be appropriate.

Rule 3: Appointment of Mediator

- 3.1 The parties may jointly nominate a Mediator for confirmation by GIMAC. The nomination may be from GIMAC's panel of Mediators or from any other panel.
- 3.2 In the absence of joint nomination of a Mediator by the parties within 10 days from the date of commencement of mediation, GIMAC shall appoint a Mediator from GIMAC's Panel of Mediators. GIMAC may also nominate a Mediator from another panel in the event that there is no suitable Mediator from the GIMAC panel.
- 3.3 Before the appointment or confirmation, a prospective Mediator shall sign a Statement of acceptance, availability, impartiality and independence. The prospective Mediator shall disclose in writing to GIMAC any facts or circumstances which might be of such a nature as to call into question the Mediator's independence in the eyes of the parties, as well as any circumstances that could give rise to reasonable doubts as to Mediator's impartiality. GIMAC may provide such information to the parties in writing.
- 3.4 In confirming or appointing Mediator, GIMAC shall consider the prospective Mediator's attributes, including but not limited to nationality, language, skills, qualification, areas of expertise, experience, and prospective Mediator's availability and ability to conduct mediation in accordance with these Rules.
- 3.5 Where there are more than two sets of parties having diverse interests, each set shall nominate a person on its behalf and the said nominees shall select the sole mediator and failing unanimity in that behalf, GIMAC shall appoint a sole mediator.
- 3.6 Upon agreement of all the parties, the parties may nominate more than one Mediator or request GIMAC to appoint more than one Mediators in accordance with provision of Rules. In appropriate circumstances, GIMAC may propose to parties that there be more than one Mediator. (Reference to "Mediator", under these Rules, will then be deemed as reference to "Mediators").
- 3.7 Any party may object to the appointment of mediator on the basis of any disclosed actual or potential conflict or choose to waive the conflict.
- 3.8 GIMAC shall make all reasonable efforts to appoint a Mediator having all the attributes, which have been agreed upon by the parties. If any party has valid objections to the appointment of the Mediator and notifies GIMAC and all other parties in writing, stating the reasons for such objection, GIMAC shall appoint another Mediator within 15 days of receipt of notification of the appointment.
- 3.9 GIMAC may replace the Mediator in course of mediation if a conflict arises or in exceptional circumstances raised by the Mediator or any other parties.

Rule 4: Fees and Costs

- 4.1 The party or parties filing a request shall pay GIMAC a non-refundable filing fee, as set out in Appendix B. No request shall be processed unless accompanied by the filing fee.
- 4.2 Following the commencement of mediation, GIMAC shall request all parties to pay a deposit to cover
 - a. GIMAC's administrative fees, as set out in Appendix B
 - b. Mediator's Fees, and
 - c. Other expenses of Mediator and GIMAC
- 4.3 GIMAC may at any time during the mediation require the parties to make further deposits to cover any additional anticipated fees and expenses and suspend the process until such deposit is made.

- 4.4 Upon the termination of mediation, GIMAC shall fix the total costs of the mediation and shall, as the case maybe, reimburse any surplus funds deposited by the parties or bill the parties for any balance required pursuant to the Rules.
- 4.5 All deposits requested, and costs fixed by GIMAC shall be born equally by parties except where they have agreed otherwise in writing.
- 4.6 Any party shall be free to pay the unpaid balance of such deposits and costs should another party fail to pay its share.
- 4.7 Any other expenditure incurred by the respective parties shall be the responsibility of that party, unless otherwise agreed by the parties.

Rule 5: Mediation Process

- 5.1 The party or parties filing a request shall pay GIMAC a non-refundable filing fee, as set out in Appendix B. No request shall be processed unless accompanied by the filing fee.
- 5.2 GIMAC, in consultation with the parties, will determine the time and location of the mediation and may engage in following order to facilitate achievement of full settlement at mediation:
 - a. Appointing a suitable Mediator
 - b. Assisting parties with entering into a mediation agreement
 - c. Organizing a venue and assigning a date for the mediation
 - d. Organizing exchange of any pertinent information and documents
 - e. Providing general administrative support
 - f. Providing case management services
- 5.3 The parties may, by agreement, determine the location of any physical meeting of the Mediator and the parties and shall inform GIMAC of their agreement within such time as GIMAC may specify. In the absence of such agreement between the parties, GIMAC will determine the location of the mediation in consultation with Mediator.
- 5.4 The parties may, by agreement, determine the language in which mediation is to be conducted and shall inform GIMAC of their agreement within such time as GIMAC may specify. In the absence of such agreement between the parties, GIMAC will determine the language of mediation in consultation with Mediator.
- 5.5 The parties shall inform GIMAC of the names of their representatives and/or advisors attending the mediation within such time as GIMAC may specify.
- 5.6 The parties shall submit to GIMAC and exchange statements of their cases and any other relevant documents at least 10 days before the scheduled mediation or such other time as the mediator may specify.
- 5.7 Based on the request of the parties or Mediator, before the commencement of mediation, where appropriate, GIMAC may arrange for a pre-mediation conference to discuss the manner and procedure for the conduct of the mediation, including setting relevant timetables. The pre-mediation conference may take place in person, by teleconference, or other electronic means.
- 5.8 The Mediator shall be guided by the wishes of the parties and shall treat them with fairness and impartiality in establishing and conducting mediation.
- 5.9 The Mediator may communicate with the parties orally, in writing, in person, electronically, or otherwise, and may do so jointly or separately, before and during the scheduled mediation, and, if there is no full settlement during the scheduled mediation, for a period after the scheduled mediation to facilitate the achievement of a full settlement.

- 5.10 The Mediator may obtain expert advice or assistance in technical matters with the parties' consent and the parties shall bear any expenses incurred in this regard.
- 5.11 Each party shall act in good faith throughout the mediation.
- 5.12 The Mediator shall use his/her best endeavors to conclude the mediation within 60 days of his /her appointment.

Rule 6: Termination of Mediation

- 6.1 The Mediation process shall come to an end:
 - 6.1.1 Upon signing of a settlement agreement by the parties or;
 - 6.1.2 Upon the issuance of written confirmation of termination by GIMAC after the occurrence of earliest of:
 - a. Any party giving written notice of withdrawal to GIMAC, the Mediator and the other parties;
 - b. Mediator giving written notice to GIMAC and the parties that the mediation should be terminated;
 - c. GIMAC giving written notice to the parties that any time limit set for the mediation, including any extension thereof, has expired;
 - d. GIMAC giving written notice to the parties that any applicable payment by party or parties, pursuant to the Rules, has not been made for more than 7 / 14 days after the due date for payment;
 - e. Written advice of mediator, after consultation with the parties, that in his / her opinion further attempts at mediation are no longer justified (or, the mediation will not resolve the disputed between parties); and
 - f. Notification in writing by GIMAC to the parties that, in the judgement of GIMAC, there has been a failure to nominate a Mediator or that it has not been reasonably possible to appoint a Mediator.
- 6.2 On completion of mediation, the Mediator(s) shall submit a completion report to GIMAC.
- 6.3 After receipt of completion report, GIMAC shall issue mediation status report to the parties, if they so request, intimating the final status of the process.

Rule 7: Settlement

- 7.1 Mediator shall formulate the terms of a possible settlement and submit to the parties for their observations. After receiving their observations, the terms may be reformulated by the mediator.
- 7.2 Any settlement agreement reached in course of mediation shall be in writing and signed by or on behalf of the parties. The Mediator shall authenticate the agreement and furnish a copy to each party.
- 7.3 Where any settlement agreement has been reached, the mediator shall promptly notify GIMAC of the same, and provide GIMAC with a copy of such agreement.
- 7.4 When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them. The settlement agreement shall have the same status as that of an arbitral award and can be executed and enforced as a decree of a court.

Rule 8: Confidentiality

- 8.1 Mediator shall be private and confidential process. Any settlement agreement between the parties shall be kept confidential and not be disclosed except if required for the purpose of its implementation or enforcement.
- 8.2 No communications made in the mediation, including any information disclosed and views expressed in relation to any proposal for settlement, shall be used in any judicial, arbitration, or similar proceedings, unless required by applicable law.
- 8.3 Mediator shall not give testimony in any judicial, arbitration or similar proceedings concerning any aspect of the mediation under these Rules, unless required by applicable law or unless all of the parties and the Mediator agree otherwise in writing.
- 8.4 Mediation will be conducted in confidence, and no transcript or formal records will be made. No audio-visual recording will be made of the proceedings. No persons other than the parties, their representatives, their advisors, and the Mediator may attend the mediation, except with the permission of the parties and the Mediator.
- 8.5 Nothing that transpires during mediation is intended to or shall in any way affect the rights or prejudice the position of the parties to the dispute in any subsequent arbitration, adjudication or litigation.
- 8.6 Parties shall maintain confidentiality in respect of events that transpired during mediation and shall not rely on or introduce the said information in any other proceedings as to:
 - a. Views expressed, or suggestions made by a party in the course of mediation proceedings;
 - b. Documents, statements or communications obtained during the mediation which were expressly required to be treated as confidential or other notes, drafts or information given by parties or Mediators;
 - c. Any views or proposals put forward by the Mediator within the proceedings;
 - d. Any admissions made by a party in the course of mediation proceedings; or
 - e. The fact that a party had or had not indicated willingness to accept a proposal.

Rule 9: General Provisions

- 9.1 The interpretation of any provisions in these Rules shall be made by GIMAC.
- 9.2 The Mediator, GIMAC and its employees shall not be liable to any person for any act or omission in connection with the mediation, unless there is fraudulent or willful misconduct.
- 9.3 In all matters not expressly provided for in the Rules, GIMAC and the Mediator shall act in the spirit of the Rules.

Arb-Med-Arb (AMA) Rules
(Proposed for Phase II of the Gujarat International Maritime Arbitration Centre)

1. This Arb-Med-Arb (AMA) rules shall apply to all disputes submitted to the Gujarat International Arbitration and Mediation Centre (GIMAC) for resolution under the GIMAC's Arb-Med-Arb Clause and/or any dispute which parties have agreed to submit for resolution under the AMA Rules (wherein mediation is commenced on a referral by an Arbitral Tribunal). Under the AMA Rules, parties agree that any dispute settled in the course of mediation at the GIMAC shall fall within the scope of their Arbitration Agreement.
2. A party wishing to commence an arbitration under the AMA clause shall file with the Registrar of the Arbitration Division of GIMAC a notice of arbitration in accordance with the GIMAC's Arbitration Rules (as may be revised from time to time) applicable to the arbitration proceedings.
3. The Registrar of the Arbitration Division of GIMAC will inform the Mediation Division of GIMAC, of the arbitration commenced pursuant to AMA clause within 4 working days from the commencement of arbitration, or within 4 working days from the agreement of the parties to refer their dispute to mediation under the AMA Rules. The Arbitration Division of GIMAC will send a copy of notice of arbitration to the Mediation Division of GIMAC.
4. The Tribunal shall be constituted by GIMAC in accordance with the Arbitration Rules and/or parties' arbitration agreement.
5. The Tribunal shall, after the exchange of Notice of Arbitration and Response to the Notice of Arbitration, stay the arbitration and inform the Registrar of the Arbitration Division of GIMAC that the case can be submitted for mediation at GIMAC. The Registrar of Arbitration Division of GIMAC will send the case file with all documents lodged by the parties to the Mediation Division of GIMAC. Upon receipt of case files by the Mediation Division of GIMAC, they will inform the Registrar of the Arbitration Division of GIMAC of the commencement of mediation, pursuant to GIMAC's Mediation Rules.
6. All subsequent steps in the arbitration shall be stayed pending the outcome of mediation at GIMAC.
7. The mediation conducted under the support of GIMAC shall be completed within 60 Days from the mediation commencement date, unless the Registrar of Arbitration Division of GIMAC in consultation with the Mediation Division of GIMAC extends the time.
8. For the purpose of calculating time period in arbitration proceedings, the time period will stop running at Mediation Commencement Date and resume upon notification of Registrar of Arbitration Division of GIMAC to the Arbitral Tribunal of the termination of mediation proceeding.
9. At the termination of 60 days period (unless the deadline is extended by Registrar of the Arbitration Division of GIMAC) or in the event that the dispute cannot be settled by mediation either partially or entirely at any time before the expiration of 60-Days period, the Mediation Division of GIMAC shall promptly inform the Registrar of the Arbitration Division of GIMAC of the outcome of the mediation, if any.

10. In the event that the dispute has not been settled by mediation either partially or entirely, the Registrar of the Arbitration Division of GIMAC will inform the Tribunal that the arbitration proceeding shall resume. Upon the date of the Registrar's notification to the Tribunal, the arbitration proceeding in respect of the dispute or remaining part of the dispute (as the case may be) shall resume in accordance with the GIMAC's Arbitration Rules.
11. In the event of a settlement of the dispute by mediation between the parties, the Mediation Division of GIMAC shall inform the Registrar of GIMAC that a settlement has been reached. If the parties request the Tribunal to record their settlement in the form of a consent award, the parties or the Registrar of the GIMAC shall refer the settlement agreement to the Tribunal and the Tribunal may render a consent award on the terms agreed to by the parties.
12. Parties shall pay a non-refundable case filing fee to the Arbitration Division of GIMAC, as set out in Appendix B of the GIMAC's Mediation Rules, for all cases under this AMA Rules.
13. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Rules before the commencement of arbitration proceedings, this filing fee is payable to the Arbitration Division of GIMAC upon the filing of the notice of arbitration. Otherwise, the portion of the filing fee remaining unpaid in respect of the mediation shall be payable to the Arbitration Division of GIMAC upon the submission of the case for mediation at the Mediation Division of GIMAC.
14. Parties shall also pay to the Arbitration Division of GIMAC, upon request, an advance on the estimated costs of the arbitration ("Arbitration Advance") as well as administrative fees and expenses for the mediation ("Mediation Advance") in accordance with GIMAC's respective Arbitration and Mediation Schedule of Fees (collectively "the Deposits"). The quantum of the Deposits will be determined by the Registrar of Arbitration Division of GIMAC in consultation with the Mediation Division of GIMAC.
15. Where a case is commenced pursuant to the AMA Clause and where parties have agreed to submit their dispute for resolution under the AMA Protocol before the commencement of arbitration proceedings, the Mediation Advance shall be paid with the Arbitration Advance requested by the Arbitration Division of GIMAC. Otherwise, the Mediation Advance shall be paid upon the submission of the case for mediation at the Mediation Division of GIMAC.
16. Without prejudice to the GIMAC's Arbitration Rules, any party is free to pay the Deposits of the other party, should the other party fail to pay its share. The Registrar of the Arbitration Division of GIMAC shall inform the Mediation Division of GIMAC if the Deposits remain wholly or partially unpaid.
17. Arbitration Division of GIMAC is authorized to make payment of the Mediation Advance to the Mediation Division of GIMAC from the Deposits or the Arbitration Advance held by the Arbitration Division without further reference to the parties.

Appendix A**Request Form for Mediation**

(A) Contact Details of Requesting Party	
Name of Individual / Authorized Representative	
Name of Company / Entity, if any	
Contact Number(s)	
Mailing Address	
Email Address	

(B) Contact Details of Requesting Party's Counsel	
Name of Law Firm	
Name of Counsel-in-Charge	
Contact Number(s)	
Mailing Address	
Email Address	

(C) Contact Details of the Other Party	
Name of Individual / Authorized Representative	
Name of Company / Entity, if any	
Contact Number(s)	
Mailing Address	
Email Address	

(D) Contact Details of Other Party's Counsel	
Name of Law Firm	
Name of Counsel-in-Charge	
Contact Number(s)	
Mailing Address	
Email Address	

(E) Other Legal Proceedings on the same matter, if any

Tick appropriate boxes

- Court Litigation
- Arbitration
- Others, Please Specify: _____

Date of Commencement

Location

(F) Disputed Amount

Claim(s) - In INR/USD

Counterclaim(s) – In INR/USD

(G) Nature of Dispute

Please specify area / sector of dispute
(You may list as many as relevant)

Please provide brief details of dispute

(H) Agreement to Mediate

Tick appropriate box

- The parties have agreed to refer their dispute to mediation at GIMAC and the evidence of mediation agreement is attached to this Request Form
- The parties have agreed to refer their dispute to mediation at GIMAC but do not have written evidence of mediation agreement
- The parties have not agreed to refer their dispute to mediation at GIMAC

(I) Requested Duration of Mediation and Availability for Mediation

Requested duration of Mediation (No. of Days)

Dates agreed for Mediation

<p><i>(If a date has yet to be agreed with the other party/parties, please state as many dates as you may be available in the next two months from the date of this request to facilitate scheduling)</i></p>	
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<p>(J) Mediator</p>	
<p><i>Tick appropriate box</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> The parties have agreed to jointly nominate _____ as Mediator(s), for the confirmation of GIMAC <input type="checkbox"/> The parties wish to jointly nominate a Mediator but have yet to reach agreement. The parties agree that GIMAC shall appoint the Mediator within 15 Days from date of commencement of the mediation if no joint nomination is made by that time. 	
<p>Preferred attributes of Mediator(s), if any <i>(E.g. Nationality, Profession, Language, Industry, Mediation Style, etc.)</i></p>	

<p>(K) Conduct of Mediation</p>	
<p>1. Language</p> <p><i>Tick appropriate box</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> The parties have agreed for _____ as the language(s) for mediation <input type="checkbox"/> The parties have not agreed on the language(s) for mediation and English is proposed as the language(s) for mediation 	
<p>2. Location</p> <p><i>Tick appropriate box</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> The parties have agreed for _____ to be the location for mediation <input type="checkbox"/> The parties have not agreed on the location for mediation and GIFT City is proposed as the location for mediation 	

(L) Preferred Mode of Payment

Tick appropriate box

- Online Payment (Internet Banking)
- Cheque / Demand Draft

(M) Agreement and Declaration

I declare that the information given by me in this form is true to the best of my knowledge.

Requestor's Name & Signature

Date:

Place:

Appendix B**Schedule of Fees**

Registration Charges	
	Fees, Excl. Taxes (In INR)
Filing Fee	
Selection and Appointment of Mediator (Per Mediator)	

Administration Fees	
	Fees, Excl. Taxes (In INR)
Actual Day Case Administration (Per Day – 9:30 AM to 5:30 PM)	
Overtime Case Administration Fees – (Per Hour) (After 6 PM and/or on Weekends or Public Holidays)	

	Fees, Excl. Taxes (In INR)
Booking and Setup of Venue & Refreshments	
Pre-Mediation Case Management	
Travel, Lodging & Boarding for Mediators	

Mediator's Fees (Based on Commercial Rates charged by Mediator)	
Quantum of Claim (In INR) (Below figures are indicative)	Fees, Excl. Taxes (In INR)
Up to 100000	Per Session: Total Fee:
From 100001 to 500000	Per Session: Total Fee:
From 500001 to 1000000	Per Session: Total Fee:
From 1000001 to 2500000	Per Session: Total Fee:
From 2500001 to 5000000	Per Session: Total Fee:
Above 5000000	Per Session: Total Fee:
If the dispute cannot be quantified	Per Session: Total Fee:
<p>Note:</p> <ul style="list-style-type: none"> - One Session: XX Hours or parts thereof - If mediation session extends to more than XX sessions, an additional fee of XX% is payable, as the total fee - For mediators not following the GIMAC's Mediation Fee Schedule, the mediator fee will be based on the commercial rates charged by the Mediator 	

Appendix C

Evidence of Agreement to Mediate

1. This Agreement to mediate is made by the parties hereunder, on the date mentioned below:

	Party No. 1	Party No. 2
Name of the Party		
Address		
Tel. / Mobile		
Email		

2. The parties to this agreement have a dispute, *(Please tick appropriate box)*

- Arising out of Agreement dated, _____ *(Please specify in DD/MM/YYYY format)*
 Which is non-contractual

And would like to resolve the dispute by mediation under the GIMAC's Mediation Rules.

3. The parties hereby agree that:

- a. Tick appropriate box
- The dispute will be mediated by the Mediator(s), appointed by GIMAC
 - The dispute will be mediated by the following Mediator(s) jointly appointed by the parties: _____ *(Please Specify, for confirmation by GIMAC)*
- b. The mediation will be confidential
- c. The mediation is being conducted with the purpose of arriving at an acceptable resolution by settling the disputes by consensus
- d. GIMAC's Mediation Rules and the Arbitration and Conciliation (Amendment) Act, 2019, shall apply for mediation
- e. The mediator(s) shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute
- f. In executing this agreement, the parties expressly agree to mediate in good faith and to either attend said mediation in person or to have a representative having final and binding settlement authority
- g. The entire process is a voluntary process and until the parties reach settlement and sign the agreement, any party is free to opt out of the process
- h. The parties shall pay all applicable fees as set out in Appendix B (Fee Schedule) of current GIMAC's Mediation Rules
- i. The mediator shall not be presented by the parties as a witness in any arbitral or judicial proceedings
- j. The mediation proceedings shall be terminated, pursuant to Rule 6 (Termination of Mediation) of current GIMAC's Mediation Rules

Date: DD/MM/YYYY

Name & Signature of Party No. 1	Name & Signature of Party No. 2
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Accepted

Name & Signature of Mediator(s)

Appendix D

GIMAC's Mediation Model Clause

For use before a dispute arises:	For use after a dispute has arisen:
All disputes, controversies or differences arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be first referred to mediation in GIFT City, India, in accordance with the Mediation Rules of the Gujarat International Maritime Arbitration Centre (GIMAC) for the time being in force.	All disputes, controversies or differences arising out of or in connection with this contract, including any question regarding its existence, validity or termination, notwithstanding the commencement of any other proceedings, shall be referred to mediation in GIFT City, India, in accordance with the Mediation Rules of the Gujarat International Maritime Arbitration Centre (GIMAC) for the time being in force.

The parties have selected [Insert Name] as the mediator in any such dispute, and [he]/[she] has agreed to serve in that capacity and to be available on reasonable notice. In the event that [Insert Name of Mediator] becomes unwilling or unable to serve, the parties have selected [Insert Name] as the alternate mediator. In the event that neither person is willing or able to serve, the parties will agree on a substitute with the assistance of GIMAC. The parties will select a mediator from GIMAC's panel of Mediators or from any other panel in the event that there is no suitable Mediator from the GIMAC panel.

GIMAC's Arb-Med-Arb Model Clause

Arb-Med-Arb is a process where a dispute is first referred to arbitration before mediation is attempted. If parties are able to settle their dispute through mediation, their mediated settlement may be recorded as a consent award. The consent award is generally accepted as an arbitral award. If parties are unable to settle their dispute through mediation, they may continue with the arbitration proceedings.

Parties wishing to take advantage of this tiered dispute resolution mechanism as administered by GIMAC, may consider incorporating the following Arb-Med-Arb Clause in their contracts: -

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Gujarat International Maritime Arbitration Centre ("GIMAC") in accordance with the Arbitration Rules of the Gujarat International Maritime Arbitration Centre ("GIMAC's Arbitration Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

- ▶ The seat of the Arbitration shall be [GIFT City, India] *
- ▶ The Tribunal shall consist of [one/three] arbitrator(s) **
- ▶ The language of the Arbitration shall be [English] ***
- ▶ This contract is governed by the laws of _____ ****

The parties further agree that following the commencement of arbitration, they will attempt in good faith to resolve the Dispute through mediation at the Gujarat International Maritime Arbitration

Centre (GIMAC) in accordance with the GIMAC's Arb-Med-Arb Protocol for the time being in force. Any settlement reached in the course of the mediation shall be referred to the arbitral tribunal appointed by GIMAC and may be made a consent award on agreed terms.

** Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to GIFT City, India, please replace [GIFT City, India] with the city and country of choice [e.g. "(City, Country)"]*

*** Either select one or three*

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

***** State the country or jurisdiction*