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INDIA INTERNATIONAL ARBITRATION CENTRE

NOTIFICATION

New Delhi, the 4th June, 2024

F. No. A-60011/4/2024-Admin-IIAC.—In exercise of the powers conferred by sub-section (2) of section 31 of the India International Arbitration Centre Act, 2019 (17 of 2019), the India International Arbitration Centre, with the approval of the Central Government, hereby makes the following regulations to provide for the conduct of arbitration for micro enterprise or small enterprise, namely: —

1. Short title and commencement.— (1) These regulations may be called the India International Arbitration Centre (Conduct of Micro and Small Enterprises Arbitration) Regulations, 2024.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.— (1) In these regulations, unless the context otherwise requires,—

- “Act” means the India International Arbitration Centre Act, 2019 (17 of 2019);
- “advisory panel” means the advisory panel constituted under regulation 9 of the India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023;
- “administration fee” means the administration fee specified in the Schedule;
- “Arbitral Tribunal” means a tribunal consisting of a sole arbitrator;
- “arbitrator’s fee” means the arbitrator’s fee specified in the Schedule;
- “Arbitration Act” means the Arbitration and Conciliation Act, 1996 (26 of 1996);
- “claimant” means supplier as defined under clause (n) of section 2 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006);
- “Centre” means the India International Arbitration Centre, established and incorporated under section 3 of the Act;
- “Chairperson” means the Chairperson of the Centre referred to in clause (a) of section 5 of the Act;
- “Facilitation Council” means the Micro and Small Enterprises Facilitation Council established under section 20 of the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006);

- (k) “micro enterprise” or “small enterprise” means the micro enterprise or small enterprise as defined under section 2 of the Micro, Small and Medium Enterprises Development Act, 2006 Act (27 of 2006);
- (l) “panel of arbitrators” means the panel of arbitrators maintained by the Centre under sub-section (3) of section 28 of the Act;
- (m) “practice directions” means the directions issued by the Centre to implement these regulations;
- (n) “Registrar” means the Registrar of the Centre;
- (o) “respondent” means buyer as defined under clause (d) of section 2 of the Micro, Small and Medium Enterprises Development Act, 2006 Act (27 of 2006);
- (p) “Schedule” means the Schedule appended to these regulations;

(2) The words and expressions used herein and not defined but defined in the Act or in the Arbitration Act or the Micro, Small and Medium Enterprises Development Act, 2006 Act (27 of 2006) shall have the meanings respectively assigned to them in those Acts.

3. Application.—When a dispute is referred to the Centre by the Facilitation Council under sub-section (3) of section 18 of the Micro, Small and Medium Enterprises Development Act, 2006 Act (27 of 2006), the arbitration is to be conducted and administered by the Centre in accordance with the provisions of the Arbitration Act and of these regulations.

4. Statement of claim.— (1) On receipt of a reference under regulation 3, the Registrar shall issue a notice to the claimant to file a statement of claim under this regulation.

(2) Upon receiving a notice under sub-regulation (1), the claimant shall, submit a statement of claim within thirty days, preferably by uploading it on the portal provided on the website of the Centre at <https://indiaiac.org> or by way of an e-mail, or by filing a physical copy thereof with the Centre with a copy to the other party to the arbitration (hereinafter referred to as the respondent), setting out the following details, namely :—

- (a) a statement describing the nature and circumstances of the dispute and the claims made against the respondent, specifying the relief sought including the amount of any quantified claims and, to the extent possible, an estimate of the monetary value of any such claims, with interest being claimed as per the Micro, Small and Medium Enterprises Development Act, 2006 (27 of 2006) along with supporting documents;
- (b) the full name and address, including telephone number, mobile number and e-mail address, to the extent known, of the parties to the arbitration and their representatives, if any;
- (c) confirmation that copies of statement of claim and supporting documents, have been served on the parties, specifying the mode and date of service:

Provided that the thirty-day period for filing the statement of claim under this regulation may be extended by the Registrar on good and sufficient cause for a further period not exceeding fifteen days.

(3) The filing of statement of claim shall not prevent any party from subsequently adding, supplementing or amending in its pleadings, the reliefs claimed, provided such reliefs claimed are relevant to the dispute.

5. Statement of defence and counter-claim.— (1) The respondent shall send to the claimant and to the Centre a statement of defence and counter-claim, if any, within thirty days of the receipt of the statement of claim, preferably by uploading it on the portal provided on the website of the Centre at <https://indiaiac.org> or by way of an e-mail, or by filing the physical copy with the Centre, which shall contain or be accompanied by,—

- (a) a confirmation or denial of all or part of the claims;
- (b) the full name and address along with telephone number, mobile number and e-mail address of the respondent and its representatives, if any;
- (c) a statement of the defence to the claim, and a statement describing the nature and circumstances of any counter-claims, specifying the relief claimed, including the amount of any quantified counter-claims and, to the extent possible, an estimate of the monetary value of any such counter-claims along with supporting documents;
- (d) confirmation that copies of the statement of defence and counter claim, if any, and the documents relied on have been served on the claimant and other parties, if any, specifying the mode and the date of service:

Provided that the thirty-day period for filing the statement of defence and counter claim, if any, under sub-regulation (1) may be extended by the Registrar on good and sufficient cause for a further period not exceeding fifteen days and in case, the statement of defence and counter claim, if any, is not filed by the respondent within the extended period, if any, the Respondent will not be granted any further extension.

- (2) If the respondent fails to submit a statement of defence, the Arbitral Tribunal may proceed with the arbitration, on the basis of available documents.
- (3) The contents of the statement of defence and counter claim, if any shall not prevent the respondent from subsequently adding, supplementing or amending its pleadings provide that the same are relevant to the dispute.

6. Written communication and calculation of period.— (1) Any communication or notice shall be in writing and may be delivered by registered post or by a courier service, or transmitted by any form of electronic means or delivered by any other means that provides a record of its transmission or in any other manner as may be directed by the Centre or the Arbitral Tribunal;

(2) Any written communication or notice shall be deemed to have been received, if it is delivered,—

- (a) to the addressee personally; or
- (b) to his habitual residence, place of business or designated address; or
- (c) to any address agreed by the parties for service of communication; or
- (d) according to the practice of the parties in prior dealings; or
- (e) to his known e-mail address; or
- (f) if none of the aforesaid can be found after making reasonable enquiry, then at the addressee's last known place of business or residence.

(3) Any written communication or notice shall be deemed to have been received on the day when it is delivered or, in the case of electronic means, transmitted.

7. Disclosure on independence and impartiality of the arbitrators.— (1) Where a person is to be appointed as an arbitrator, he shall disclose in writing:—

- (a) the existence, either direct or indirect, of any past or present, relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or of any other kind, which is likely to give rise to justifiable doubts as to his independence or impartiality; and
- (b) which are likely to affect his ability to devote sufficient time to the arbitration and in particular his ability to complete the entire arbitration within the specified time provided under the Arbitration Act.

(2) An arbitrator, from his appointment and throughout the arbitral proceedings, shall, without delay, disclose to the parties in writing any circumstances referred to in sub-regulation (1), unless they have already been informed of it by him.

8. Appointment of arbitrator.— (1) A sole arbitrator shall be appointed by the Chairperson, from the panel of arbitrators maintained by the Centre after considering the advice of the advisory panel.

(2) In appointing an arbitrator under these regulations, due consideration shall be given to ensure that the appointment of an arbitrator, who is independent and impartial, has sufficient time, availability and is competent to conduct the case in a prompt and efficient manner.

(3) No claimant or respondent or any person on their behalf shall make any *ex parte* or private communication relating to the case with the arbitrator, after he is appointed.

9. Challenge of arbitrators.— (1) The appointment or continuation of a person as an arbitrator may be challenged by any party, if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence, or if the arbitrator becomes unable to discharge his functions or is not discharging his functions in accordance with these regulations or within the specified time period.

(2) A party may challenge the continuation of a person as an arbitrator appointed under these regulations only for reasons of which such party becomes aware after such appointment has been made.

(3) A party who intends to challenge the appointment of an arbitrator shall send a notice to the Registrar within seven days after the receipt of the notice of appointment of such arbitrator, or within seven days after the circumstances mentioned in sub-regulation (1) become known to that party.

(4) The notice of challenge shall be sent simultaneously to the other party, and the sole arbitrator whose appointment is challenged.

(5) The notice of challenge shall be in writing, and shall state the grounds for the challenge.

(6) The Registrar may, by order suspend the arbitration proceedings until the challenge is resolved.

(7) When an arbitrator is challenged by one party, and the other party does not dispute the challenge made by the first party within seven days of the date of receipt of the notice of challenge, the Chairperson may replace such arbitrator or the arbitrator so challenged may withdraw voluntarily from his office.

(8) In neither case referred to in sub regulation (7) does this imply acceptance of the validity of any of the grounds for the challenge.

(9) In instances referred to in sub-regulation (7), a substitute arbitrator shall be appointed in accordance with the procedure referred to in regulation 10.

(10) If the other party does not agree to the notice of challenge or the arbitrator, who is being challenged does not withdraw himself voluntarily, the Chairperson shall send a copy of the notice to the parties and to the arbitrator to seek comments on the challenge within such period as may be provided by the Chairperson.

(11) The Chairperson shall endeavour to decide on the challenge within ten days from the date of submissions of the parties or the comments of the arbitrator, whichever is later.

(12) If the Chairperson upholds the notice of challenge, a substitute arbitrator shall be appointed in accordance with the procedure referred to in regulation 10.

(13) If the Chairperson rejects the notice of challenge, the arbitrator shall continue with the arbitration.

10. Substitution of arbitrator.— (1) An arbitrator shall be substituted upon the following conditions, namely:—

(a) refusal or failure to act in accordance with these regulations or within specified period; or

(b) unable to perform the functions in accordance with these regulations; or

(c) in case of his death, resignation, or withdrawal from the arbitration; or

(d) acceptance of a challenge to the appointment of arbitrator by the Chairperson under regulation 9 ; or

(e) in case of written request made by all the parties to the Chairperson, for the removal of the arbitrator and where such request has been accepted by him.

(2) When an arbitrator is to be substituted for any reason, a substitute arbitrator shall be appointed by the Chairperson as per the procedure specified for the appointment of the arbitrator under these regulations.

(3) On substitution of an arbitrator, the reconstituted Arbitral Tribunal shall determine the stage from which the proceedings shall proceed before the reconstituted Arbitral Tribunal:

Provided that if the previous Arbitral Tribunal has made an interim or partial award, any hearings related to such award, shall not be held again by the reconstituted Arbitral Tribunal and such interim or partial award shall remain effective.

11. Fast track procedure.— (1) The fast track procedure specified in sub-regulation (2), shall apply to all arbitrations conducted under these regulations except as provided in sub-regulation (3).

- (2) The arbitral proceedings shall be conducted in accordance with the following fast track procedure, namely:-
- (a) the Arbitral Tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties;
 - (b) the Arbitral Tribunal shall have the power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - (c) an oral hearing may be held only if all the parties make a request or if the Arbitral Tribunal considers it necessary for clarifying certain issues;
 - (d) the Arbitral Tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure, as deemed appropriate for expeditious disposal of the case;
 - (e) the award under this regulation shall be made within a period of six months from the date of intimation by the Registrar to the parties, of the constitution of the Arbitral Tribunal;
 - (f) if the award is not made within the period of six months, the mandate of the Arbitral Tribunal shall terminate unless the period to make the award has been extended by the Registrar for reasons to be recorded in writing;
- (3) Upon application by a party, the Arbitral Tribunal may, after giving the parties the opportunity to be heard, order that the arbitral proceedings shall not be conducted in accordance with the fast track procedure under this regulation, and where the Arbitral Tribunal allows such application, the arbitration shall continue to be conducted by the same Arbitral Tribunal that was constituted to conduct the arbitration, in accordance with the Arbitration Act and the provisions of these regulations except that the period and the other provisions in relation to fast track procedure provided for in this regulation shall not apply to the said arbitral proceedings.

12. Interim measures by Arbitral Tribunal. (1) A party may, during the arbitral proceedings apply to the Arbitral Tribunal or an interim measure of protection in respect of the subject-matter of the dispute as it may consider necessary, including-

- (a) the appointment of a guardian for a minor or person of unsound mind for the purposes of arbitral proceedings; or
- (b) an interim measure of protection in respect of any of the following matters, namely: -
 - (i) the preservation, interim custody or sale of any goods which are the subject matter of the arbitration;
 - (ii) securing the amount in dispute in the arbitration;
 - (iii) the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party or authorising any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;
 - (iv) interim injunction or the appointment of a receiver;
 - (v) such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient;

(2) The Arbitral Tribunal may modify, suspend or terminate an interim measure granted by it, upon an application by a party, if the circumstances so warrant.

13. Amendments to the statements of claim or defence.— (1) A party may, with the leave of the Arbitral Tribunal, amend, supplement or modify its claim, counter-claim or other pleadings, unless the Arbitral Tribunal considers it inappropriate to allow such amendment, having regard to the delay in making the request or the prejudice it might cause to the other party or any other circumstance.

(2) If a party is permitted to amend its claim or counter-claim, such party shall pay the additional Arbitral Tribunal's fees and the administration fee specified in the Schedule, in case required.

14. Further pleadings or submissions.— The Arbitral Tribunal may decide whether further pleadings or submissions is required from the parties and it shall fix the period for filing such pleadings or submissions, if any.

15. Language of the arbitration proceedings.— Unless the parties agree otherwise, the language of the arbitration proceedings shall be English:

Provided that the Arbitral Tribunal, or if the Arbitral Tribunal has not been constituted, the Registrar, may direct a party to submit translation of the statement of claim or statement of defence or any document, other than in English, in

accordance with the applicable practice directions.

16. Party representatives.— (1) Any party may represent himself through his advocate or any other authorised representatives.

(2) If any party changes his advocate or representative, it shall promptly communicate in writing to the Registrar, the Arbitral Tribunal and the other parties.

17. Place or seat of arbitration.— (1) The location of the Facilitation Council which refers the dispute to the Centre shall be deemed to be the place or seat of the arbitration,

Provided that the Arbitral Tribunal may determine any other place or seat of arbitration with the consent of the parties.

(2) The Arbitral Tribunal, in consultation with the parties may hold proceedings either in physical mode or in electronic mode or in a hybrid mode or a combination thereof and where the Arbitral Tribunal decides to hold the proceedings (including for recording of evidence) in physical mode, it may hold it at any venue agreed to by the parties or where there is no such agreement hold it at a venue which the Arbitral Tribunal considers convenient or appropriate, after consulting the parties.

18. Applicable law.- (1) The Arbitral Tribunal shall decide the dispute referred to arbitration in accordance with the law for the time being in force.

(2) In all cases, the Arbitral Tribunal shall take into account the terms of the contract, any trade usages applicable to the transaction to the extent the Arbitral Tribunal considers it relevant to the arbitration.

19. Making of award.— (1) The Arbitral Tribunal, upon being satisfied that the parties have no further relevant and material evidence to produce or submissions to make, shall declare that the proceedings are closed and the Arbitral Tribunal may, on its own motion or upon application of a party before any award is made, reopen the proceedings.

(2) The Arbitral Tribunal shall submit all draft awards to the Registrar within twenty one days from the date on which it declares the proceedings closed unless, in exceptional circumstances and further to an application by the Arbitral Tribunal or on the own motion of the Registrar, the period for submission of the draft award is extended by the Registrar.

(3) The Registrar may suggest changes, within seven days as to the form of the draft award and point out any typographical or clerical errors in the draft award without affecting the decision of the Arbitral Tribunal.

(4) The Arbitral Tribunal may make such changes, if any, as it deems fit to the award, before it is finalised.

(5) The Arbitral Tribunal may make partial awards on different issues at different times.

(6) The award shall be made in writing and signed by the Arbitral Tribunal and unless agreed otherwise by the parties in writing, the award shall state the reasons upon which it is based.

(7) The award shall be delivered by the Arbitral Tribunal to the Registrar, who shall transmit attested copies of the award to the parties and to the Facilitation Council that has referred the dispute to the Centre, upon the full settlement of the costs of arbitration.

(8) The Arbitral Tribunal may award interest on any principal sum which is the subject of the arbitration at such rates as provided in the Micro, Small and Medium Enterprises Development Act, 2006(27 of 2006).

(9) In case of a settlement between the parties, if the parties so request, the Arbitral Tribunal may make a consent award recording the settlement, provided that such award shall contain a statement that it is an award made with the consent of the parties, and does not need to contain reasons.

(10) If the parties do not require a consent Award, the parties shall confirm in writing to the Arbitral Tribunal that a settlement has been arrived at, which shall discharge the Arbitral Tribunal but the arbitration shall stand concluded upon payment of any outstanding costs for the arbitration proceedings.

(11) By agreeing to arbitration under these regulations, the parties may also agree that an award shall be final and binding on the parties with effect from the date it is made.

20. Correction and interpretation of award, additional award.— (1) Within thirty days from the receipt of the arbitral award—

- (a) a party, with notice to the other party, may request the Arbitral Tribunal to correct any computation error, any clerical or typographical error or any other error of a similar nature occurring in the award;
- (b) if so agreed by the parties, a party, with notice to the other party, may request the Arbitral Tribunal to give an interpretation of a specific point or part of the award.
- (2) If the Arbitral Tribunal is satisfied with the request made under sub-regulation (1), it shall make the correction or give the interpretation within thirty days from the receipt of the request and the interpretation shall form part of the arbitral award.
- (3) The Arbitral Tribunal may correct any error referred to in clause (a) of sub-regulation (1), on its own initiative, within thirty days from the date of the award.
- (4) A party with notice to the other party, may request the Arbitral Tribunal within thirty days from the receipt of the award, to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
- (5) If the Arbitral Tribunal is satisfied with the request made under sub-regulation (4), it shall make the additional award within sixty days from the receipt of such request.
- (6) The Arbitral Tribunal may extend, if necessary, the period within which it shall make a correction, give an interpretation or make an additional award under sub-regulation (2) or sub-regulation (5).
- (7) The regulation 19 shall apply to a correction or interpretation of the award or to an additional award.

21. Fees and expenses of arbitration.— (1) The arbitrator's fee and the administration fee shall be payable in accordance with the fee specified in the Schedule.

(2) The reasonable out-of-pocket expenses necessarily incurred by the Arbitral Tribunal and other allowances shall be reimbursed in accordance with the applicable practice directions.

22. Deposits for costs of arbitration.— (1) The Registrar shall fix the amount of deposits towards the costs of arbitration.

(2) Unless the Registrar directs otherwise, fifty per cent. of the amount fixed under sub-regulation (1) shall be payable by the claimant and the remaining fifty per cent of such amount shall be payable by the respondent.

(3) All payments shall be made preferably through electronic mode.

(4) Where the amount of the claim or the counter-claim is not quantifiable at the time payment is due, a provisional estimate of the costs of the arbitration shall be made by the Registrar, based on the nature of the dispute, the contract amount and the circumstances of the case, which shall be adjusted subsequently.

(5) The Registrar may from time to time direct the parties to make further payments towards cost of the arbitration incurred or to be incurred on behalf of, or for the benefit of, the parties.

(6) If a party fails to make the payment of amount as directed, the Registrar may, after consulting the Arbitral Tribunal and after informing the parties, direct the Arbitral Tribunal to suspend the arbitration proceedings and set the period, not exceeding twenty-one days, on the expiry of which the relevant claims or counter-claims shall stand terminated without prejudice to the parties right to reintroduce the same claims or counter-claims in another proceeding afresh, in accordance with law for the time being in force.

(7) Parties are jointly and severally liable for the payment of deposits for costs of the arbitration.

(8) Any party is free to pay the whole of the deposits towards costs of the arbitration in respect of the claim or the counter-claim, in case the other party fails to pay its share.

(9) If the arbitration is settled or disposed of without a hearing, the costs of arbitration shall be finally determined by the Registrar having regard to the circumstances of the case, including the stage of proceedings at which the arbitration is settled or disposed.

(10) In case the costs of arbitration determined are less than the deposits made, there shall be a refund made to the parties by the Centre in such proportions as the deposits were made unless otherwise agreed by the parties.

(11) All deposits shall be made with the Centre and any interest which may accrue on such deposits shall be retained by it.

(12) The Centre shall have a lien on the arbitral award for any unpaid costs of the arbitration and the award shall not be notified to the parties unless all such costs have been fully paid to the Centre by the parties or by any one of them.

23. Costs of arbitration.—(1) The Arbitral Tribunal shall specify in the award, the total amount of the costs of the arbitration, and shall determine in the award, the apportionment of the costs of the arbitration among the parties.

- (2) The term “costs of the arbitration” includes -
- (a) the fees and expenses of the Arbitral Tribunal;
 - (b) the administration fees of the Centre and its expenses; and
 - (c) the costs of expert advice and of other assistance reasonably required by the Arbitral Tribunal.
 - (d) any other cost incurred in relation to arbitration proceedings.

24. Legal and other costs.— (1) The Arbitral Tribunal may order in its award that all or a part of the legal or other costs of a party be paid by another party.

(2) The Arbitral Tribunal shall take into account the circumstances it considers relevant, including the extent to which each party has conducted the arbitration in an expeditious manner while making any order for payment of costs under sub-regulation (1).

25. Legal Aid.— (1) Any micro enterprise or small enterprise, which is a party to the arbitration and facing continuous financial difficulties:

- (a) during one financial year preceding the commencement of arbitration, in case of amount in dispute up to twenty lakhs rupees ; or
- (b) during three financial years preceding the commencement of arbitration, in case of amount in dispute above twenty lakhs rupees,

may make an application to the Centre seeking legal aid along with documents in support of the application.

- (2) The Registrar may allow or reject an application made under sub-regulation (1).
- (3) Where an application is allowed, the Registrar may:—
 - (i) waive up to fifty per cent of the administration fee payable by the party which has made the application under sub-regulation (1);
 - (ii) provide a counsel at no cost basis to aid and assist the claimant subject to the decision of the Arbitral Tribunal regarding costs of arbitration under regulation 24.

26. Exclusion of liability.— (1) The Centre, the Chairperson, Members, Chief Executive Officer, Registrar, Member of the advisory panel or Chamber of Arbitration, other officers, employees or any arbitrator, shall not be liable to any person for any negligence, act or omission done in good faith, in connection with any arbitration conducted under these regulations.

(2) The Centre, the Chairperson, Members, Chief Executive Officer, Registrar, Member of the advisory panel or Chamber of Arbitration of the Centre, other officers, employees or any arbitrator, shall not be under any obligation to make any statement in connection with any arbitration conducted under these regulations and no party shall seek to make the Chairperson, any Members, officers, employees or any arbitrator act as a witness in any legal proceedings in connection with any arbitration conducted under these regulations.

27. Waiver of right to object.— Where a party is permitted to make an objection to any proceeding or any direction of the Arbitral Tribunal, proceeds with the arbitration proceedings without promptly stating its objection, or if a period is provided for stating such objection fails to make the objection within that period, such party shall be deemed to have waived its right to object.

28. Confidentiality.— (1) The parties, the Arbitral Tribunal, Members of the Centre and the Centre shall at all times treat all matters relating to the arbitration and the award including the proceedings as confidential.

- (2) A party or an arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter, except—
- (a) for the purpose of making an application to a court of competent jurisdiction, to enforce or challenge the award; or
 - (b) pursuant to the order made by a court of competent jurisdiction; or
 - (c) for the purpose of pursuing or enforcing a legal right or claim; or
 - (d) in compliance with the provisions of any laws which are binding on the party making the disclosure; or

- (e) in compliance with the request or requirement of any regulatory body or other authority under any law; or
- (f) pursuant to an order by the Arbitral Tribunal on application by a party with proper notice to the other parties.

Explanation.—In this regulation, “matters relating to the arbitration” include the pleadings, evidence and other documents produced by any party to the arbitration proceedings and the award arising from the arbitration, but excludes any matter that is otherwise in the public domain.

29. Decisions of Chairperson, Members, Chief Executive Officer and Registrar.—

- (1) Subject to the provisions of these regulations, the decisions of the Chairperson, Members, Chief Executive Officer and Registrar with respect to all matters relating to an arbitration conducted under these regulations shall be conclusive and binding upon the parties and the Arbitral Tribunal.
- (2) The Chairperson, Members, Chief Executive Officer and the Registrar shall not be required to provide reasons for such decisions, unless expressly provided for in these regulations.

30. Miscellaneous.— (1) In all matters not expressly provided for in these regulations, the Chairperson, Members, Chief Executive Officer, Registrar and the Arbitral Tribunal shall act in the spirit of these regulations and shall make every reasonable effort to ensure the fair and expeditious conclusion of the arbitration proceedings.

(2) The Centre may from time to time issue practice directions for implementation of these regulations, for the purpose of facilitating the administration of micro and small enterprises arbitration.

SCHEDULE

(see regulation 2(1) (p) and 21 (1))

FEE FOR ARBITRATION

(A) ADMINISTRATION FEE

| Sl. No. | Amount in Dispute (Indian Rupees) [claim + counter-claim (if any)] | Administration Fee (Indian Rupees) (excluding Goods and Services Tax) |
|---------|---|--|
| (i) | Upto 25,00,000 | 10,000 |
| (ii) | Above 25,00,000 and upto 1,00,00,000 | 25,000 |
| (iii) | Above 1,00,00,000 and upto 5,00,00,000 | 50,000 |
| (iv) | Above 5,00,00,000 | 75,000 |

Note.— The Administration fee of the Centre does not include the following, namely:-

- (a) The disbursements and incidental expenses incurred by the Centre in connection with the arbitration;
- (b) Cost for usage of facilities and support services (for example: Hearing Rooms, Hire of Equipment, Transcription Services and Interpretation Services), as may be applicable;
- (c) Goods and Services Tax as may be applicable.

(B) ARBITRATOR'S FEE

| Sl. No. | Amount in Dispute (Indian Rupees) [Claim + Counter-claim (if any)] | Arbitrator's Fee (Indian Rupees) (excluding Goods and Service Tax) |
|---------|---|---|
| (i) | Upto 2,00,000 | 20,000 |
| (ii) | Above 2,00,000 and upto 5,00,000 | 30,000 |
| (iii) | Above 5,00,000 and upto 10,00,000 | 50,000 |

| | | |
|-------|--|---|
| (iv) | Above 10,00,000 and up to 1,00,00,000 | 50,000 plus 2% of amount in excess of 10,00,000 |
| (v) | Above 1,00,00,000 and up to 10,00,00,000 | 2,30,000 plus 1% of amount in excess of 1,00,00,000 |
| (vi) | Above 10,00,00,000 and upto 20,00,00,000 | 11,30,000 plus 0.75% of amount in excess of 10,00,00,000 |
| (vii) | Above 20,00,00,000 | 18,80,000 plus 0.50% of amount in excess of 20,00,00,000 with the total fee capped at a maximum of 30,00,000. |

Note: The arbitrator's fee does not include-

- (a) The out-of-pocket expenses incurred by the arbitrator;
- (b) Goods and Services Tax as may be applicable.

HEMANT GUPTA, Chairperson
[ADVT.-III/4/Ext./178/2024-25]