APPENDIX 1
QUESTIONNAIRE ON ALTERNATIVE DISPUTE RESOLUTION

Name & Contact Details(Optional):

Capacity: Judge/ Lawyer/ Arbitrator/ Mediator/ In house Corporate Counsel (You can tick more than one)

Note: Please tick the correct answer.

Question: What is the average time spent per case in Lok Adalats?

Answer: (i) Less than 5 minutes.
(ii) 5-10 minutes
(iii) 10-15 minutes
(iv) More than 15 minutes

Question: What is the average time spent per case in Mediation proceedings before the Delhi Mediation Centre?

Answer: (i) Less than 1 hour.
(ii) 1-2 hours
(iii) 2-3 hours
(iv) More than 3 hours

Question: What is the average number of sittings per case before Lok Adalats?

Answer: (i) One
(ii) 2-4
(iii) 4-6
(iv) More than 6

Question: What is the average number of sittings per case before the Delhi Mediation Centre?

Answer: (i) One
(ii) 2-4
(iii) 4-6
(iv) More than 6
Question: Which ADR process would you consider most suitable for matrimonial disputes?

Answer: (i) Mediation
(ii) Conciliation
(iii) Lok Adalats
(iv) Judicial Settlement

Question: Which ADR process would you consider most suitable for civil recovery suits?

Answer: (i) Mediation
(ii) Conciliation
(iii) Lok Adalats
(iv) Arbitration

Question: Which ADR process would you consider most suitable for property and family disputes?

Answer: (i) Mediation
(ii) Conciliation
(iii) Lok Adalats
(iv) Arbitration

Question: Which ADR process would you consider most suitable for cases under section 138 of the Negotiable Instruments Act, 1881?

Answer: (i) Mediation
(ii) Conciliation
(iii) Lok Adalats

Question: Which ADR process would you consider most suitable for high stake commercial disputes?

Answer: (i) Mediation
(ii) Conciliation
(iii) Lok Adalats
(iv) Arbitration

Question: Which ADR process would you consider most suitable for middle level/ small commercial disputes?

Answer: (i) Mediation
(ii) Conciliation
How frequently you have come across agreements containing Arbitration clauses?

Answer: (i) In more than 50% contracts 
(ii) 25% to 50% contracts 
(iii) Less than 25% contracts 
(iv) Not at all

How frequently you have come across agreements containing Conciliation clauses?

Answer: (i) In more than 50% contracts 
(ii) 25% to 50% contracts 
(iii) Less than 25% contracts 
(iv) Not at all

How frequently you have come across agreements containing Mediation clauses?

Answer: (i) In more than 50% contracts 
(ii) 25% to 50% contracts 
(iii) Less than 25% contracts 
(iv) Not at all

What is the average time for completion of contested arbitration proceedings before Arbitrator?

Answer: (i) Less than 6 months 
(ii) 6 months – One Year 
(iii) One Year – Two years 
(iv) More than two years

What is the average time for disposal of an application for appointment of arbitrator?

Answer: (i) Less than 6 months 
(ii) 6 months – One Year 
(iii) One Year – Two years
(iv) More than two years

Question: What is the percentage of contested arbitration cases (not ex parte) where awards are assailed before the courts?

Answer: (i) Less than 25%
(ii) 25% to 50%
(iii) 50% to 75%
(iv) More than 75%

Question: What is the average fees of a well qualified arbitrator in ad hoc arbitration matters?

Answer: (i) Less than Rs. 20,000/- per hearing
(ii) Rs. 20,000/- to Rs. 40,000/- per hearing
(iii) Rs. 40,000/- to Rs. 60,000/- per hearing
(iv) More than Rs. 60,000/- per hearing

Question: How many cases you have come across where the matter was referred to Arbitration u/s 89 CPC?

Answer: (i) Less than 5
(ii) 5-10
(iii) 10-20
(iv) More than 20

Question: How many cases you have come across where the matter was referred to Conciliation u/s 89 CPC?

Answer: (i) Less than 5
(ii) 5-10
(iii) 10-20
(iv) More than 20

Question: How many cases you have come across where the matter was referred to Mediation u/s 89 CPC?

Answer: (i) Less than 5
(ii) 5-10
(iii) 10-20
(iv) More than 20
Question: How many cases you have come across where the matter was referred to Judicial Settlement u/s 89 CPC?

Answer: (i) Less than 5  
(ii) 5-10  
(iii) 10-20  
(iv) More than 20

Question: How many cases you have come across where the matter was referred to Lok Adalats u/s 89 CPC?

Answer: (i) Less than 5  
(ii) 5-10  
(iii) 10-20  
(iv) More than 20

Question: Which is the biggest advantage of Arbitration?

Answer: (i) Expeditious Resolution  
(ii) Confidentiality  
(iii) Convenience  
(iv) Finality

Question: Which is the biggest advantage of Mediation?

Answer: (i) Expeditious Resolution  
(ii) Confidentiality  
(iii) Cost Effectiveness  
(iv) Finality

Question: Which is the biggest advantage of Conciliation?

Answer: (i) Expeditious Resolution  
(ii) Confidentiality  
(iii) Cost Effectiveness  
(iv) Finality

Question: Which is the biggest advantage of Lok Adalats?

Answer: (i) Expeditious Resolution  
(ii) Confidentiality  
(iii) Cost Effectiveness
(iv) Finality

Question: Whether in your opinion Conciliation Officers under the Industrial Disputes Act, 1947 are doing a satisfactory job?

Answer: (i) Yes
(ii) No
(iii) Can’t say

Question: Whether in your opinion Permanent Lok Adalats should play an adjudicatory role?

Answer: (i) Yes
(ii) Yes, after mutual consent of the parties
(iii) Yes, but parties should be informed beforehand
(iv) No

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APPENDIX 2

(TO BE PUBLISHED IN PART IV OF DELHI GAZETTE EXTRAORDINARY)
HIGH COURT OF DELHI: NEW DELHI
NOTIFICATION

No.171/Rules/DHC
Dated: 11th August, 2005

In exercise of the rule making power under Part X of the Code of Civil Procedure, 1908 (5 of 1908) and clause (d) of sub-section (2) of Section 89 of the said Code and all other powers enabling it in this behalf, the High Court of Delhi hereby makes the following rules :-

MEDIATION AND CONCILIATION RULES, 2004

Rule 1 : Title

“The Rules will apply to all mediation and conciliation connected with any suit or other proceeding pending in the High Court of Delhi or in any other subordinate to the High Court of Delhi. The mediation in respect of any suit or proceeding pending before the High Court of Delhi or any other Court or Tribunal may be referred to the Delhi High Court Mediation and Conciliation Centre or any other Mediation Centre set up by Legal Services Authorities. Upon such a reference being made to Delhi High Court Mediation and Conciliation Centre, the same will be governed by the Charter of the Delhi High Court Mediation and Conciliation Centre and to those mediation proceedings, the present Rules will apply mutatis mutandis.” These Rules shall be called the Mediation and Conciliation Rules, 2004.

Rule 2: Appointment of Mediator/Conciliator

(a) Parties to a suit or other proceeding may agree on the name of the sole mediator/conciliator for mediating between them.
(b) Where, there are two or more sets of parties and are unable to agree on a sole mediator/conciliator, the Court may ask each party to nominate the mediator/conciliator or may nominate/appoint the mediator/conciliator, as it deems fit.

(c) Where parties agree on a sole mediator/conciliator under clause (a) or where the mediator/conciliator is nominated/appointed by the Court under clause (b), the mediator/conciliator need not necessarily be from the panel of mediators/conciliators referred to in Rule 3 nor bear the qualifications referred to in Rule 4 but should not be a person who suffers from the disqualifications referred to in Rule 5.

Rule 3 : Panel of mediators/conciliators

(a) The High Court shall, for the purpose of appointing the mediator/conciliator between the parties in suits or proceedings, prepare a panel of the mediators/conciliators and put the same on the Notice Board within thirty days of coming into force of these Rules, with copy to the High Court Bar Association.

(b)(i) The District & Sessions Judge shall, for the purpose of appointing the mediator/conciliator to mediate between the parties in the suits or proceedings prepare a panel of the mediators/conciliators within a period of thirty days of the commencement of these rules and shall submit the same to the High Court for approval. On approval of the said panel by the High Court, with or without modification, which shall be done within thirty days of the submission of the panel by the District & Sessions Judge, the same shall be put on the Notice Board.

(ii) Copies of the said panel referred in clause (i) shall be forwarded to all the Subordinate Courts by the District & Sessions Judge and to the District Bar Associations.
(c) The consent of the persons whose names are included in the panel shall be obtained before empaneling them.

(d) The panel shall contain Annexure giving details of the qualifications of the mediators/conciliators and their professional or technical experience in different fields.

(e) The panel of mediator/conciliators appointed under Clause (a) and clause (b)(i) shall normally be for a period of three years from the date of appointment and further extension of the panel of mediators/conciliators or any mediator/conciliator shall be at the discretion of the High Court or the District & Sessions' Judge with the prior approval of the High Court, as the case may be.

Rule 4: Qualifications of Persons to be empanelled under Rule 3

The following persons may be enlisted in the panel of mediators/ conciliators under Rule 3, namely:

(a) (i) Retired Judges of the Supreme Court of India;

(ii) Retired Judges of the High Courts;

(iii) Retired District & Sessions Judges or retired Officers of Delhi Higher Judicial Service;

(iv) District & Sessions Judge or Officers of Delhi Higher Judicial Service.

(b) Legal practitioners with at least ten years standing at the Bar at the level of the Supreme Court or the High Court or the District Courts.

(c) Experts or other professionals with at least fifteen years standing.

(d) Persons who are themselves experts in the mediation/ conciliation.
**Rule 5 : Disqualification of Persons**

The following persons shall be deemed to be disqualified for being empanelled as mediators/ conciliators:

(a) any person who has been adjudged as insolvent or persons

(i) against whom criminal charges involving moral turpitude are framed by a criminal court and are pending; or

(ii) persons who have been convicted by a criminal court for any offence involving moral turpitude.

(b) any person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority which are pending or have resulted in a punishment.

(c) any person who is interested or connected with the subject-matter of dispute(s) or is related to any one of the parties or to those who represent them, unless such objection is waived by all the parties in writing.

(d) any legal practitioner who has or is appearing for any of the parties in the suit or in other proceeding(s).

(e) Such other categories of persons as may be notified by the High Court.

**Rule 6 : Addition to or deletion from panel**

The High Court or the District & Sessions Judge with prior approval of the High Court, may in its/his discretion, from time to time, add or delete any person in the panel of mediator/conciliators.

**Rule 7 : Preference**

The Court shall, while nominating any person from the panel of mediators/conciliators referred to in Rule 3, consider his suitability
for resolving the dispute(s) involved and shall give preference to those who have proven record of successful mediation/conciliation or who have special qualification or experience in the mediation/conciliation.

**Rule 8 : Duty of mediator/conciliator to disclose certain facts**

(a) When a person is approached in connection with his proposed appointment as mediator/conciliator, he shall disclose any circumstances likely to give rise to a reasonable doubt as to his independence or impartiality.

(b) Every Mediator/conciliator shall from the time of his appointment and throughout continuance of the mediation/conciliation proceedings, without delay, disclose to the parties, about the existence of any circumstances referred to in Clause (a).

**Rule 9 : Withdrawal of appointment**

Upon information furnished by the mediator/conciliator under Rule 8 or upon any other information received from the parties or other persons, if the Court, in which the suit or proceeding is pending, is satisfied, that the said information has raised a reasonable doubt as to the mediator/conciliator's independence or impartiality, it may withdraw the appointment and replace him by another mediator/conciliator.

**Rule 10 : Procedure of mediation/conciliation**

(a) The parties may agree on the procedure to be followed by the mediator/conciliator in the conduct of the mediation/conciliation proceedings.

(b) Where the parties do not agree on any particular procedure to be followed by the mediator/conciliator, the mediator/conciliator shall follow the procedure hereinafter mentioned, namely:
(i) he shall fix, in consultation with the parties, a time schedule, the dates and the time of each mediation/conciliation session, where all parties have to be present;

(ii) he shall hold the mediation/conciliation at the place prescribed by the High Court or the District & Sessions Judge or the place where the parties and the mediator/conciliator jointly agree;

(iii) he may conduct joint or separate meetings with the parties;

(iv) each party shall, ten days before a session, provide to the mediator/conciliator a brief memorandum setting forth the issues, which according to it, need to be resolved, and its position in respect to those issues and all information reasonably required for the mediator/conciliator to understand the issue; such memoranda shall also be mutually exchanged between the parties. However, in suitable/appropriate cases, the period of ten days may be curtailed in the discretion of the mediator/conciliator;

(v) each party shall furnish to the mediator/conciliator such other information as may be required by him in connection with the issues to be resolved.

(c) Where there is more than one mediator/conciliator, the mediator/conciliator nominated by each party may first confer with the party that nominated him and thereafter interact with the other mediator/conciliator, with a view to resolve the dispute(s).

Rule 11: Mediator/Conciliator not bound by Indian Evidence Act, 1872 or Code of Civil Procedure, 1908.

The mediator/conciliator shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872, but shall be guided by the principles of fairness and justice, having regard to the rights and
obligations of the parties, usages of trade, if any, and the circumstances of the dispute(s).

**Rule 12 : Representation of Parties**

The parties shall ordinarily be present personally or through constituted attorney at the sessions or meetings notified by the mediator/conciliator. However, they may be represented by the counsel with permission of the mediator/conciliator in such sessions or meetings.

The parties not residing in India, may be represented by the constituted attorney at the sessions or meetings. However, it may be represented by the counsel with permission of the mediator/conciliator in such sessions or meetings.

**Rule 13 : Consequences of non-attendance of parties at sessions or meetings on due dates.**

If a party fails to attend a session or a meeting notified by the mediator/conciliator on account of deliberate or willful act, the other party or the mediator/conciliator can apply to the Court in which the suit or proceeding is pending, in that case Court may issue the appropriate directions having regard to the facts and circumstances of the case.

**Rule 14 : Administrative Assistance**

In order to facilitate the conduct of mediation/conciliation proceedings, the parties, or the mediator/conciliator with the consent of the parties, may arrange for administrative assistance by a suitable institution or person.

**Rule 15 : Offer of a settlement by parties**

(a) Any party to the suit may, 'without prejudice', offer a settlement to the other party at any stage of the proceedings, with notice to the mediator/conciliator.
(b) Any party to the suit may make a, 'with prejudice' offer, to the other party at any stage of the proceedings, with notice to the mediator/conciliator.

**Rule 16 : Role of mediator/conciliator**

The mediator/conciliator shall attempt to facilitate voluntary resolution of the dispute(s) by the parties, and communicate the view of each party to the other, assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute(s), emphasizing that it is the responsibility of the parties to take decision which effect them; he shall not impose any terms of settlement on the parties.

**Rule 17 : Parties alone responsible for taking decision**

The parties shall be made to understand that the mediator/conciliator only facilitates in arriving at a decision to resolve dispute(s) and that he will not and cannot impose any settlement nor does the mediator/conciliator give any assurance that the mediation/conciliation will result in a settlement. The mediator/conciliator shall not impose any decision on the parties.

**Rule 18 : Time limit for completion of mediation/conciliator**

On the expiry of ninety days from the date fixed for the first appearance of the parties before the mediator/conciliator, the mediation/conciliation shall stand terminated, unless the Court, which referred the matter, either suo motu, or upon request by any of the parties, and upon hearing all the parties, is of the view that extension of time is necessary or may be useful, but such extension shall not be beyond a further period of thirty days.

**Rule 19 : Parties to act in good faith**

All the parties shall commit to participate in the proceedings in good faith with the intention to settle the dispute(s), if possible.
Rule 20: Confidentiality, disclosure and inadmissibility of information

(a) When a mediator/conciliator receives factual information concerning the dispute(s) from any party, he shall disclose the substance of that information to the other party, so that the other party may have an opportunity to present such explanation as it may consider appropriate.

Provided that, when a party gives information to the mediator/conciliator subject to a specific condition that it be kept confidential, the mediator/conciliator shall not disclose that information to the other party.

(b) Receipt or perusal, or preparation of records, reports or other documents by the mediator/conciliator, while serving in that capacity shall be confidential and the mediator/conciliator shall not be compelled to divulge information regarding those documents nor as to what transpired during the mediation/conciliation before any Court of tribunal or any other authority or any person or group of persons.

(c) Parties shall maintain confidentiality in respect of events that transpired during the mediation/conciliation and shall not rely on or introduce the said information in other proceedings as to:

(i) views expressed by a party in the course of the mediation/conciliation proceedings;

(ii) documents obtained during the mediation/conciliation which were expressly required to be treated as confidential or other notes, drafts or information given by the parties or the mediator/conciliator;

(iii) proposals made or views expressed by the mediator/conciliator.

(iv) admission made by a party in the course of mediation/conciliation proceedings.
(v) the fact that a party had or had not indicated willingness to accept a proposal.

(d) There shall be no audio or video recording of the mediation/conciliation proceedings.

(e) No statement of parties or the witnesses shall be recorded by the mediator/conciliator,

**Rule 21 : Privacy**

The Mediation/Conciliation sessions or meetings would be conducted in privacy where the persons as mentioned in Rule 12 shall be entitled to represent parties. However, other persons may attend only with the permission of the parties and with the consent of the mediator/conciliator.

**Rule 22 : Immunity**

No mediator/conciliator shall be held liable for anything bonafide done or omitted to be done by him during the mediation/conciliation proceedings for civil or criminal action nor shall he be summoned by any party to the suit or proceeding to appear in a Court of law to testify in regard to information received by him or action taken by him or in respect to testify in regard to information received by him or action taken by him or in respect of drafts or records prepared by him or shown to him during the mediation/conciliation proceedings.

**Rule 23 : Communication between Mediator/Conciliator and the Court**

(a) In order to preserve the confidence of parties in the Court and the neutrality of the mediator/conciliator, there should be no communication between the mediator/conciliator and the Court, except as stated in clauses (b) and (c) of this Rule.
(b) If any communication between the mediator/ conciliator and the Court is necessary, it shall be in writing and copies of the same shall be given to the parties or the constituted attorney or the counsel.

(c) Communication between the mediator/ conciliator and the Court shall be limited to communication by the mediator/conciliator:

(i) with the Court about the failure of the party to attend;

(ii) with the Court about the consent of the parties:

(iii) regarding his assessment that the case is not suited for settlement through the mediation/conciliation;

(iv) that the parties have settled the dispute(s).

**Rule 24 : Settlement agreement**

a) Where an agreement is reached between the parties in regard to all the issues in the suit or proceeding or some of the issues, the same shall be reduced to writing and signed by the parties or their constituted attorney. If any counsel has represented the parties, the conciliator/mediator may obtain his signature also on the settlement agreement.

(b) The agreement of the parties so signed shall be submitted to the mediator/conciliator who shall, with a covering letter signed by him, forward the same to the Court in which the suit or proceeding is pending.

(c) Where no agreement is arrived at between the parties, before the time limit stated in Rule 18 of where, the mediator/conciliator is of the view that no settlement is possible, he shall report the same to the Court in writing.
**Rule 24 : Court to fix a date for Recording settlement and passing decree**

(a) On receipt of any settlement, the Court shall fix a date of hearing normally within seven days but in any case not beyond a period of fourteen days. On such date of hearing, if the Court is satisfied that the parties have settled their dispute(s), it shall pass a decree in accordance with terms thereof.

(b) If the settlement dispose of only certain issues arising in the suit or proceeding, on the basis of which any decree is passed as stated in Clause (a), the Court shall proceed further to decide remaining issues.

**Rule 26 : Fees of mediator/conciliator and costs**

(a) At the time of referring the dispute(s) to the mediation/conciliation, the Court may, fix the fee of the mediator/conciliator.

(b) As far as possible, a consolidated sum may be fixed rather than for each session of meeting.

(c) Where there are two mediators/conciliators as in clause (b) of Rule 2, the Court shall fix the fee payable to the mediators/conciliators, which shall be shared equally by the two sets of parties.

(d) The expense of the mediation/conciliation including the fee of the mediator/conciliator, costs of administrative assistance, and other ancillary expenses concerned, shall be borne equally by the various contesting parties or as may be otherwise directed by the Court.

(e) Each party shall bear the costs for production of witnesses on his side including experts, or for production of documents.

(f) The mediator/conciliator may, before the commencement of the mediation/conciliation, direct the parties to deposit equal sums, tentatively, to the extent of 40% of the probable costs of the
mediation/conciliation, as referred to in clause (d), including his fee. The remaining 60% shall be deposited with the mediator/conciliator, after the conclusion of the mediation/conciliation. The amount deposited towards costs shall be expended by the mediator/conciliator by obtaining receipts and a settlement of account shall be filed, by the mediator/conciliator in the Court.

(g) If any party or parties do not pay the amount referred to in Clause (e), the Court shall, on the application of the mediator/conciliator, or any party, issue appropriate directions to the concerned parties.

(h) The expense of the mediation/conciliation including fee, if not paid by the parties, the Court shall, on the application of the mediator/conciliator or the parties, direct the concerned parties to pay, and if they do not pay, the Court shall recover the said amounts as if there was a decree for the said amount.

**Rule 27: Ethics to be followed by mediator/conciliator**

The mediator/conciliator shall:

(a) follow and observe these Rules strictly and with due diligence;

(b) not carry on any activity or conduct which could reasonably be considered as conduct unbecoming of a mediator/conciliator;

(c) uphold the integrity and fairness of the mediation/conciliation process;

(d) ensure that the parties involved in the mediation/conciliation are fairly informed and have an adequate understanding of the procedural aspects of the process;

(e) satisfy himself/herself that he/she is qualified to undertake and complete the assignment in a professional manner;
(f) disclose any interest or relationship likely to affect impartiality or which might seek an appearance of partiality or bias;

(g) avoid, while communicating with the parties, any impropriety or appearance of impropriety;

(h) be faithful to the relationship of trust and confidentiality imposed in the office of mediator/conciliator;

(i) conduct all proceedings related to the resolutions of a dispute, in accordance with the applicable law;

(j) conduct all proceedings related to the resolutions of a dispute, in accordance with the applicable law;

(j) recognize that the mediation / conciliation is based on principles of self determination by the parties and that the mediation / conciliation process relies upon the ability of parties to reach a voluntary, undisclosed agreement.

(k) maintain the reasonable expectations of the parties as to confidentiality, refrain from promises or guarantees of results.

Rule 28: Transitory provisions

Until a panel of Mediators / Conciliators is prepared by the High Court and the District & Sessions Judge as stated in Rule 3, the Courts, may nominate a mediator / conciliator of their choice if the mediator / conciliator belongs to the various classes of persons referred to in Rule 4 and is duly qualified and is not disqualified, taking into account the suitability of the mediator / conciliator for resolving the particular dispute(s).
APPENDIX 3
ICA GUIDELINES
FOR ARBITRATORS AND THE PARTIES FOR EXPEDITIOUS
CONDUCT OF ARBITRATION PROCEEDINGS

1. The arbitrators and the parties to arbitration are expected to follow these
guidelines to ensure economic and expeditious disposal of arbitration cases.

For Arbitrators

2. The arbitrators must take up the arbitration expeditiously on receipt of the
request from the Council and should also complete the same with reasonable
despatch. Serious efforts should be made to settle arbitration cases
expeditiously within a period of 6 months where the amount of claim
exceeds 1 crore and within a period of 4 months where the amount of claim
is less than Rs.1 crore.

3. When accepting his mandate, the arbitrator shall be able to perform
his task with the necessary competence according to his professional
qualifications.

4. When giving notice of his acceptance, the arbitrator shall disclose in writing
in the printed format as under:

- any relationship with the parties or their counsel which may affect his
  independence and impartiality;

- any personal or economic interest, either direct or indirect, in the
  subject matter of the dispute;

- any prejudice or reservation as to the subject matter of the dispute
  which may affect his impartiality.

- Where necessary due to supervening facts, this Statement shall be
  repeated in the course of the entire arbitral proceedings until the
  award is filed.
5. Where facts that should have been disclosed are subsequently discovered, the arbitrator may either withdraw or be challenged or the Indian Council of Arbitration may refuse to appoint him in other arbitral proceedings on this ground.

6. The arbitrator may at all stages suggest the possibility of a settlement to the parties but may not influence their decision by indicating that he has already reached a decision on the dispute.

7. In the course of the arbitral proceedings, the arbitrator shall refrain from all unilateral contact with the parties or their counsel which is not notified to the Indian Council of Arbitration so that the ICA can inform the other parties and arbitrators.

8. The arbitrator shall refrain from giving the parties, either directly or through their counsel, notice of decisions in the evidence taking place or on the merits; notice of these decisions may be given exclusively by the ICA.

9. The arbitrator shall neither request nor accept any direct arrangement on costs or fees with the party which has designated him. The arbitrator is entitled to reimbursement of expenses and a fee as exclusively determined by the ICA according to its Schedule of Fees, which is deemed to be approved by the arbitrator when accepting his mandate.

10. The arbitrator shall encourage a serene and positive development of the arbitral proceedings. In particular, he shall decide on the date and manner of the hearings in such a way as to allow both parties to fully participate therein, in compliance with the principle of equal treatment and adversarial proceedings.

11. The first hearing of the arbitral tribunal should be convened within 15 days of the receipt of the complete reply of the respondent when the arbitral tribunal may issue necessary directions. Admission and denial of the documents may be got done by the Registrar. Issues if any to be framed,
may be done at the same or at the next hearing. The arbitrators should hold arbitration hearings continuously on day-to-day basis during office hours.

12. The parties should be asked to furnish a list of their witness, if any, in advance and they should be asked to file affidavits of witness on the date fixed for evidence preferably within a weeks of the settlement of issues, Cross examination of such of the deponent's witnesses whose presence is demanded by the opposite party should be completed at a hearing to be fixed within 15 days.

13. Arguments preferably should be heard within 15 days of the completion of evidence, to be followed by submission of written arguments, if any.

14. Adjournments of duly fixed hearing should not be granted except for unavoidable reasons which should be spelt out in the adjournment order.

15. The Arbitrator should make the award expeditiously after the close of the hearings, preferably within 15 days.

16. The arbitrator who does not comply with the provisions of these guidelines may be replaced by the Committee. Where it is not appropriate to replace the arbitrator in order not to cause delay in the arbitral proceedings, the ICA may also take such action after the conclusion of the arbitral proceedings, by refusing to confirm him in subsequent arbitral proceedings.

**For Parties**

17. The claimant should file the applications or demand for arbitration to the Registrar of the Council with all the information and papers as per Rules, full statement of claim and copies of documents relied upon, in 3 sets in case of a Sole Arbitrator and in 5 sets in case of three arbitrators.

18. The respondent should file his reply to the claim with complete information and documents relied upon, in 3 or 5 sets as above as early as possible within the prescribed time. Fresh documentation/claims should not be
entertained at a later stage of the proceedings unless the arbitral tribunal is satisfied about the reasons for granting such permission.

19. If any party to arbitration, particularly in cases where any arbitrator, advocate or any of the parties has to come from out station to participate in arbitration proceedings, desires to seek adjournment on any valid ground, it must submit a written request to the Registrar at least before 5 working days stating the grounds which compel it to request for postponement of the hearing so that the Council is in a position to take necessary steps to inform the Parties, Arbitrators and Advocates regarding postponement of the hearing. Parties seeking adjournment will have to pay cost as may be determined by the arbitral tribunal.

20. Parties should deposit arbitration and administrative fees with the Council (ICA) within the stipulated time, as per the Rules and no extension should be sought in this behalf except for compelling reasons.

21. To avoid excessive costs in arbitration proceedings, the parties are advised to choose their arbitrators from the Panel, as far as possible from the place where the arbitration hearings have to be held. In case, a party still chooses an arbitrator from a place other than the place of hearing, the concerned party will bear the entire extra cost to be incurred on stay TA/DA etc. of the arbitrator nominated by it.

For Arbitration Committee

22. The Arbitration Committee of the Council may examine the arbitration case file, from time to time to evaluate the progress of the proceedings and to ascertain whether the arbitrators have granted adjournments only on reasonable grounds.

23. The Arbitration Committee shall be sole judge of the grounds of violation of the guidelines and its decision shall be final and binding on the arbitral tribunal as well as the parties.
ICA CODE OF CONDUCT

Preamble/ Purpose
Objective of the Code:

With a view to make arbitration Efficient, Simple, Just, User Friendly, Speedy, Trust worthy, Equitable, Serviceable and at relatively Low Cost this Code aims to establish a set of standards for Arbitration Committee, Arbitrators, Parties and Counsel and they are expected to confirm to such standards while discharging their respective duties under the auspices of the Indian Council of Arbitration.

This code has been formulated in the wake of a fundamental principle that only an arbitration institution can guarantee the enforcement of such ethical norms, which is required at various stages of arbitration right from the appointment of an arbitrator till the rendering of an arbitration award. However, at hoc arbitration can, as a self regulatory measure, adopt this code of conduct to generate confidence in the institution of arbitration in general. As this code evolves over the years, it would be a continuing objective to revise and update it from time to time to keep pace with International Standards.

The Code is set out in four parts:

Part I  Code of Conduct for the Arbitration Committee.
Part II Code of Conduct for the Arbitrator.
Part III Code of Conduct for the parties.
Part IV Code Conduct for the Counsel.
Part I - Code of Conduct for the Arbitration Committee:

1.1) The members of the Arbitration Committee may be appointed as Arbitrator during their term of office.

1.2) The Arbitration Committee, while appointing arbitrator/s in a case shall have regard to the following criteria:
   a) Nature of the dispute
   b) Availability of the Arbitrators
   c) Identity of the parties
   d) Independence and impartiality of the arbitrator
   e) Any stipulation made in the Arbitration Agreement of the parties
   f) Past record of the Arbitrator

1.3) The Arbitration Committee may, in case of non-availability of an arbitrator of required skills and experience, consider a non-panelist for appointment. The above stated criteria shall apply in such case as well.

Part II - Code of Conduct for the Arbitrators:

2.1.1) This Code of Conduct shall apply to all Arbitrators on the Panel.

2.1.2) Every person nominated as an arbitrator in a case shall make disclosures as specified in the Arbitrators’ Declaration of Acceptance of Responsibility and State of Independence.

2.1.3) The Arbitrators are expected to conduct themselves in a manner consistent with the rules and the policies of the ICA.

2.1.4) The Arbitrator/s shall follow the Guidelines for expeditious conduct of Arbitration proceedings, Annexed to the ICA Rules of Arbitration.
2.2) Duties of Arbitrators (general):

2.2.1) To act with honesty, integrity, diligence and dignity to which the profession of dispute resolution is associated: the arbitrator shall-

- Recognize a responsibility to the public, parties and to all other participants in the proceedings;

- Not solicit appointment only if he believes that he is adequately competent and qualified and can conduct the proceedings promptly;

- Refrain himself from entering into any kind of relationship with the parties or the counsel, while serving as an arbitrator, that is likely to affect his impartiality;

- Not accept any gift or substantial hospitality, directly or indirectly from any party to the arbitration.

2.2.2) To disclose any interest or relationship with the parties: the Arbitrator shall have a continuing duty-

- Disclose any direct or indirect financial or personal interest in the outcome of the arbitration

- Disclose any existing or past relationship or interest that might affect this impartiality or might create a reasonable apprehension of bias

2.2.3) To be faithful to the relationship of trust and confidentiality inherent in his office: the Arbitrator shall:

- Not, at any time, use confidential information acquired during the Arbitration Proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another;
- Keep all the information relating to the proceedings confidential unless the parties otherwise agree or any law requires him to disclose;
- Not disclose the decision in advance of the time given to the parties.

2.3) Conduct of Proceedings:

2.3.1) To conduct the proceedings fairly and diligently: the arbitrator shall-

- Adhere to the concepts of fairness, patience, courteousness, and equality;
- Ascertain from the parties about the method of record of proceedings;
- Afford full opportunity to other arbitrators, if any, in the case to participate in all aspects of the proceedings;
- Act within the scope of authority set out in the arbitration agreement;
- Follow the procedure, if any, set out in the agreement;
- Not discuss the case with any party in the absence of the other party unless otherwise provided for in the agreement or if the circumstances require him to do so.
- Provided that due notice is served and the substance of such meeting is promptly conveyed to the other party

2.3.2) To conduct the proceedings as expeditiously as possible: the Arbitrator shall-

- Prepare a time table consistent with the Rules of ICA, at the first meeting along with the parties fixing the periods of submission of statements, evidence, hearing, award etc;
- Strictly adhere to such time table and no latitude or indulgence on such requirement should be entertained except for bona fide reasons to be recorded.

- Submit a performance statement reflecting the extent of conformity to the time table, after the completion of every stage of proceedings.

- Not to allow any lapse of time in between the steps to be taken \textit{inter se} as also between conclusion of such steps and the commencement of hearing, and to have as far as possible continuous hearing from day to day from Monday to Friday wherever required.

2.4) Others

2.4.1) Regarding the fee: the Arbitrator shall be governed by the pre-arranged fee structure of ICA, and shall not enter into any direct arrangement with the parties.

2.4.2) Decision-Making: the Arbitrator shall decide all matters justly, exercising independent judgment and should not permit outside pressure to effect the decisions. He shall also construct the award in a logical order, centered around the following principal elements:

- Brief summary of facts
- Disputes/issues referred to arbitration
- Averment of the parties on each of the issues
- Evidence led, if any
- Statement, in respect of each point, of the applicable Rules of Law and application of said rule to the issue being examined.
- Reasons for the award.

Part III- Code of Conduct for the parties:

3.1) The parties shall maintain the dignity of Proceedings and shall act with honesty and diligence
3.2) The parties shall follow the Guidelines for Expeditious Conduct of Arbitration Proceedings annexed to the ICA Rules of Arbitration.

3.3) The parties shall deposit the sum required by the Registrar within the stipulated time period.

3.4) The parties shall respond in a timely manner to reasonable requests for information from the arbitrator or other party/ies.

3.5) The parties shall strictly conform to the timetable (set out by the arbitrator in the first meeting) and submit all relevant documents and statements within the time period set out in the timetable.

3.6) The parties shall not extend any hospitality, directly or indirectly to the Arbitrator/s.

3.7) The parties shall pay the fees as agreed and their share of costs as specified in the Award.

3.8) The parties shall follow all orders/directions/rulings given by the arbitrators/s during the Proceedings.

3.9) The Parties shall avoid any kind of dilatory tactics and shall make maximum/best/ all possible efforts for an expeditious resolution of the dispute.

Part IV Code of Conduct for the Counsel:

4.1) The Counsel shall fully co-operate with the parties and the Arbitrator/s during the Arbitration Proceedings.

4.2) The Counsel shall be bound by the code of conduct prescribed by the Bar Council of India.
APPENDIX 5

CHARTER OF THE DELHI HIGH COURT CONSTITUTING DELHI HIGH COURT ARBITRATION CENTRE

WHEREAS right to fair, speedy and inexpensive justice is inherent in every litigant; and

WHEREAS Section 89 of the Code of Civil Procedure as inserted by amendment Act of 1999 requires the Court to facilitate and encourage litigating parties to take recourse to ADR mechanisms and mandates the Court, where it finds existence of elements of settlement, to formulate the terms of settlement and to refer the parties to any of the four alternative modes of settlement out of court including arbitration; and

WHEREAS the object of the said newly inserted provision was obviously to promote alternative methods of dispute resolution, absence of detailed modalities therein, recourse to such ADR mechanisms remained somewhat dormant.

WHEREAS the Hon'ble Supreme Court in its decision in Salem Advocate Bar Association, Tamil Nadu v. UOI, (2006) 6 SCC 344 having adopted the reports of the Committee constituted by it to ensure that the amendments become effective and result in quicker dispensation of justice and has desired that all concerned should take follow up action; and

WHEREAS the said Committee inter alia suggested preparation and maintenance of manuals for alternative methods for resolution of disputes and panel of arbitrators, mediators, conciliators; and

WHEREAS it is considered highly desirable that in order to give full effect to the said objectives and with a view to secure fair, speedy and inexpensive
justice to the litigants by adopting recourse to one of the methods of ADR mechanism i.e. arbitration; and

WHEREAS Section 11 of the Arbitration and Conciliation Act, 1996, contemplates appointment of arbitrators by the Chief Justice or any person or institution designated by him in the circumstances specified therein; and

WHEREAS institutional arbitration is perceived as the most effective mechanism to achieve the aforesaid objective;

NOW THEREFORE, it is proposed to set up an Arbitration Centre within the High Court premises, which would otherwise function as an independent and autonomous institution and would facilitate in achieving the said objectives.

The Arbitration Centre shall ensure that the arbitration proceedings are inexpensive and are concluded within a reasonable time frame limiting the sittings of the Arbitral Tribunal to specified stages, such as, settlement of terms of reference, recording oral evidence and hearing oral arguments.

The constitution of the Arbitration Centre, the powers, functions and duties of the Arbitration Centre, its Governing Board, Committees and Officers are specified in the Delhi High Court Arbitration Centre (Internal Management) Rules.

The rules of arbitration are specified in the Delhi High Court Arbitration Centre (Arbitration Proceedings) Rules.

The rules regarding the payment of administrative cost and fees payable to the Arbitrators are specified in the Delhi High Court Arbitration Centre (Administrative Costs and Arbitrators’ Fees) Rules.
APPENDIX 6

THE DELHI HIGH COURT ARBITRATION CENTRE
(ARBITRATORS’ FEES) RULES

1. Title - These rules may be called Delhi High Court Arbitration Centre (Arbitrators’ Fees) Rules [for short, the DAC (Fees) Rules]

2. Arbitrators’ Fees - The fees payable to the Arbitrators shall be determined in accordance with the scales specified in Schedules ‘A’ and ‘B’ to these rules. In cases where the Arbitral Tribunal consists of three or more members, the Chairperson shall, in consultation with the Advisory Counsel, decide the fees payable to each of the Arbitrators.

3. Parties to share equally the Fees - The arbitrators’ fees setforth in these Rules shall be initially shared equally by the parties subject to the cost of arbitration as may be finally determined by the Arbitral Tribunal.

4. Miscellaneous expenses likely to be incurred during arbitration shall be determined by the Coordinator and shall be paid equally by the parties.

5. The Coordinator may maintain an account of the miscellaneous expenses and for which the Coordinator shall be entitled to open and operate a bank account with a scheduled nationalized bank.

6. Miscellaneous Expenses and Arbitrators’ Fees payable when proceedings are terminated, withdrawn or settled –

   (1) In the event of the arbitration being terminated, withdrawn or settled, the Coordinator, in consultation with the Chairperson shall fix the quantum of fees payable to the arbitrator(s). The Coordinator shall take into account the
stage at which the arbitration proceedings stood terminated, and the extent of work done or time spent by the Arbitrators on the matter.

(2) The miscellaneous expenses paid by the parties shall not be refundable, under any of the aforesaid eventualities, except as provided in Rule 13(2) of the Delhi High Court Arbitration Center (Arbitration Proceedings) Rules.

7. **Amendment of Rules** - These Rules may be amended by the Chief Justice of the Delhi High Court in consultation with the Arbitration Committee.

8. **Residuary Provision** - The Arbitration Committee may take appropriate decisions, as it considers necessary in respect of all matters which are not specifically provided in these Rules.

### Schedule A – Arbitrators’ fees*

<table>
<thead>
<tr>
<th>Sum in dispute</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto Rs. 5 Lakh</td>
<td>Rs.35,000/-</td>
</tr>
<tr>
<td>(Rs.5,00,000)</td>
<td></td>
</tr>
<tr>
<td>Above Rs. 5 Lakh and upto Rs.20 Lakh</td>
<td>Rs.35,000/- + 2.5% of the claim amount over and above</td>
</tr>
<tr>
<td>(Rs.5,00,001 to Rs.20,00,000)</td>
<td></td>
</tr>
<tr>
<td>Above Rs. 20 Lakh and upto Rs.1 Cr.</td>
<td>Rs.72,500/- + 3% of the claim amount over and above</td>
</tr>
<tr>
<td>(Rs.20,00,001 to Rs.1,00,00,000)</td>
<td></td>
</tr>
<tr>
<td>Above Rs. 1 Cr. and upto Rs.10 Cr.</td>
<td>Rs.3,12,500/- + 0.75% of the claim amount over and above</td>
</tr>
<tr>
<td>(Rs.1,00,00,001 to Rs.10,00,00,000)</td>
<td></td>
</tr>
<tr>
<td>Above Rs. 10 Cr. and upto Rs. 20 Cr.</td>
<td>Rs.9,87,500/- + 0.5% of the claim amount over and above</td>
</tr>
<tr>
<td>(Rs.10,00,00,001 to Rs.20,00,00,000)</td>
<td></td>
</tr>
</tbody>
</table>
Above Rs.20 Cr. (Rs.20,00,00,001-- )  Rs.14,87,500/- + 0.25% of the claim amount over and above Rs.20 Cr., with a ceiling of Rs.25,00,000/-.

Schedule B – Arbitrator’s fees in summary arbitration*

<table>
<thead>
<tr>
<th>Sum in dispute (in Rs.)</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto Rs. 10,00,000/-</td>
<td>Rs. 25,000/- Above</td>
</tr>
<tr>
<td>Rs. 10,00,000/-</td>
<td>As per Schedule B</td>
</tr>
</tbody>
</table>

* Sums in dispute mentioned in the Schedule A and B above shall include any counter-claim made by a party.