



The Arbitration Rules  
Of  
Indian Oilseeds & Produce  
Export Promotion Council  
For  
Local and International  
Contracts

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## ARBITRATION CLAUSE

The Indian Oilseeds & Produce Export Promotion Council recommends to all parties desirous of making reference to arbitration of Indian Oilseeds & Produce Export Promotion Council the use of the following arbitration clause in their Contracts.

“Any dispute or difference whatsoever arising between the parties out of or relating to this Contract or construction meaning, scope, implementation, operation or effect of this Contract or the validity or the breach thereof, shall be referred to arbitration in accordance with the rules of arbitration of Indian Oilseeds & Produce Export Promotion Council (IOPEPC) members and the Award made in pursuance thereof shall be final and binding on the parties”.

## RULES OF ARBITRATION OF INDIAN OILSEEDS & PRODUCE EXPORT PROMOTION COUNCIL

### DEFINITIONS

01.
  - i) The rules may be called the “Rules of Arbitration of Indian Oilseeds & Produce Export Promotion Council (hereinafter called “The Council”)
  - ii) These rules shall apply where parties have agreed in writing that
    - a) a dispute/difference has arisen;
    - b) or dispute/difference which may arise between them in respect of the contract between them shall be referred to the arbitration under the Rules of Arbitration of Indian Oilseeds & Produce Export Promotion Council.
02. In these rules, the following words have the following meanings, unless the Contracts otherwise require:
  - i) “The Council” means Indian Oilseeds and Produce Export Promotion Council, Mumbai.
  - ii) “Arbitral Tribunal” means an arbitrator or arbitrators appointed for determining a particular dispute/difference.
  - iii) “Board” means Board of Directors of Indian Oilseeds & Produce Export Promotion Council, Mumbai.
  - iv) “The Chairman” means the Chairman and/or the Vice Chairman of the Council.

- v) "International Commercial Arbitration" means an arbitration relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is (a) an individual who is a national of, or habitually resident in any country other than India: or (b) a body corporate which is incorporated in any country other than India or (c) a company or an association or a body of individuals whose central management and control is exercised in any country other than India or (d) the Government of a foreign country.
- vi) "Member" means a Member of the Council, whether Ordinary or Associate.
- vii) "Party" means a party to an arbitration agreement and it shall include any individual firm, company, Government, Government Organisation or Government Undertaking, Co-operative Society, Body Corporate and Association of persons whether incorporated or not, and located in India or other foreign country.
- viii) "Panel" means the Panel of Arbitrators constituted by Indian Oilseeds & Produce Export Promotion Council from time to time.
- ix) "Reference" means a reference to arbitration.
- x) "Registrar" means the Secretary or any other person designated as Registrar for carrying out the duties of Registrar under these Rules.
- xi) "Rules" means the Rules of Arbitration of Indian Oilseeds and Produce Export Promotion Council.

- xii) Words importing the singular number include, where the context admits or requires, the plural number and vice versa.
- xiii) The expression and terms defined in the Arbitration and Conciliation Act 1996 as amended from time to time but not defined here will have the same meaning and effect as per the respective definitions in the said Act.

#### RULES APPLICABLE

- 03. a) Any dispute relating to any commercial matter arising out of any contract between two or more parties in India or a party or parties in India and a party or parties in a foreign country who agree or have agreed for arbitration by Indian Oilseeds & Produce Export Promotion Council under the rules of arbitration of the Council shall be determined and settled in accordance with these Rules.
- b) The arbitration proceedings shall be held in India at such place or places as may be determined by the Council.
- c) Each party engaging in an arbitration pursuant to these rules whether or not a member of the Council is deemed to have agreed to abide by these rules.
- d) Neither party to the contract or any person claiming under either or them, shall not bring any action or other legal proceedings against the other party in respect of any claim, dispute or difference arising out of all in re-

lation to the contract until it has first been referred to and determined by arbitration under these Rules.

- e) Indian Oilseeds & Produce Export Promotion Council is competent to administer the conduct of arbitration in any dispute or difference relating to a commercial transaction between parties as mentioned in sub-clause (a) where they have agreed to have their dispute arbitrated under any other Rules of Arbitration or otherwise and have agreed to have such arbitration administered by Indian Oilseeds and Produce Export Promotion Council wholly or in respect of some matter arising out of such arbitration.

- 04. Whenever the parties have provided or agreed for arbitration by Indian Oilseeds & Produce Export Promotion Council or for arbitration under the rules of Arbitration of Indian Oilseeds & Produce Export Promotion Council, these rules or any amendment thereof in the form prevailing at the time the dispute is referred to arbitration of Indian Oilseeds & Produce Export Promotion Council, shall apply.
- 05. If one or both of the parties to a dispute which is referred to arbitration by the Indian Oilseeds & Produce Export Promotion Council belong to a country or countries other than India, in the absence of an agreement by the parties on the substantive law to be applied, it will be determined by the arbitrators appointed under these rules. The Procedural law shall be the laws of India and parties shall be deemed to have submitted to the jurisdiction of the Courts in India.

## PANEL OF ARBITRATORS

06. The Board of Directors of the Council shall appoint a Panel of Arbitrators of not more than 18 persons, from amongst the persons who are members, Partners, Directors or duly authorized representatives of the members of Indian Oilseeds & Produce Export Promotion Council and it shall have authority to make such changes in the Panel as it deems fit from time to time.
07. The Registrar shall prepare and maintain an up-to-date Panel of arbitrators.

The Parties to a dispute or the Registrar where he appoints the arbitrator may choose any person from the Panel with reference to any dispute. However the parties shall have liberty to choose any person other than the person on the panel as arbitrator provided such person is a member of the Council.

The names in the Panel of Arbitrators shall be open to inspection by all the persons with the permission of the Registrar.

## DUTIES OF THE REGISTRAR

08. The Registrar shall:
- i) receive applications for arbitration, reference and communications addressed by the parties before or during the course of arbitration or otherwise, in relation thereto;

- ii) receive payment of fees, deposits, costs, charges and other expenses.
- iii) appoint in consultation with the Chairman of the Arbitration Panel and in his absence in consultation with the person who is discharging the functions of the Chairman, an Arbitrator or Arbitrators as hereinafter provided.
- iv) give the necessary notice of hearings and communication to the parties the orders, directions, decisions and awards of Arbitral Tribunal.
- v) keep a register of applications, and of awards.
- vi) generally do all such things and take all such steps as may be necessary to assist the Arbitral Tribunal in execution of its functions.
- vii) the Registrar may delegate to any officer of the Council to discharge such of the functions and administrative duties of the Registrar as are deemed proper and necessary from time to time with reference to a particular case or cases.

#### INITIATION OF ARBITRATION

09. Any party wishing to commence arbitration proceedings under these rules (claimant) shall submit to the Registrar a written request (application) for arbitration which shall include or be accompanied by:
- a) The name and addresses of the parties to the dispute.

- b) Statement of claim and facts supporting the claim, points at issue and relief or remedies sought with other details of the claimant's case.
  - c) Original or certified true photostat copies of Arbitration agreement any contract or agreement out of or in connection with which the dispute has arisen and such other documents and information relevant or relied upon.
  - c) Registration fee of Rs.1000/- or such higher fee as may be stipulated by the Council.
  - d) The Arbitration shall be deemed to have commenced on the day the application for arbitration, registration fee and Statement of claim are received by the Registrar.
- 10 a) CLAIMS ON QUALITY AND/OR CONDITIONS
- i) Claim against Local Contract

If the claim is not supported by certificate/s of contractual analysis, the party initiating arbitration shall dispatch the notice of claim to the other party within 21 consecutive days from the date of delivery of the goods, and shall at the same time notify the Council and dispatch sealed sample to the Council, where such sample shall be held at the disposal of the Arbitral Tribunal. Notwithstanding the above, if the claimant requires a supporting analysis, then a further sample shall be sent to the analyst within 21 consecutive days from the date of delivery of the goods.

ii) Claim against International Contract

If the claim is not supported by certificate/s of contractual analysis, the party initiating arbitration shall dispatch the notice of claim to the other party within 30 consecutive days from the date of clearance of goods at the final port of destination, , and shall at the same time notify the Council and dispatch sealed sample to the Council, where such sample shall be held at the disposal of the Arbitral Tribunal. Notwithstanding the above, if the claimant requires a supporting analysis, then a further sample shall be sent to the analyst within 30 consecutive days from the date of delivery of the goods.

iii) For Local Contract

If the claim is to be supported by certificate of contractual analysis, the notice under rule 10(a)(i) shall be dispatched and the Council be notified within 14 consecutive days from the date of final analysis certificate.

iv) For International Contract

If the claim is to be supported by certificate of contractual analysis, the notice under rule 10(a)(ii) shall be dispatched and the Council be notified within 30 days from the date of final analysis certificate.

v) On receipt of application of Arbitration and Statement of Claim, etc. in respect of claims on quality, the Register will immediately send to the other party a copy of the Statement of Claim and attached documents, and ask such other party to furnish within 14 days or within

any extended date a Defence Statement setting out his case accompanied by all documents in support of, or having a bearing on the subject.

b) Claims other than on quality and/or condition for goods sold: For non-delivery or for delays in delivery or for non-payment for goods sold

Claims other than on quality and/or condition, the claimants initiating Arbitration shall send the notice of claim to the other party within 6 months from the contracted date of delivery and/or contracted date for payment of goods sold, to the other party and shall simultaneously notify the Council along with application for Arbitration, Statement of Claim and pay the registration fee to the Council.

i) For Local Contracts

The Registrar shall on receipt of application of Arbitration, Statement of Claim and on receipt of registration fee, shall immediately send to the other party a copy of the Statement of Claim and attached documents and ask such other party to furnish within 21 consecutive days or within such extended date, a Defence Statement setting out his case accompanied by all documents in support or having a bearing on the subject.

ii) For International Contract

The Registrar shall on receipt of application of Arbitration, Statement of Claim and on receipt of registration fee, shall immediately send to the other party a copy of the Statement of Claim and attached docu-

ments and ask such other party to furnish within 30 consecutive days or within such extended date a Defence Statement setting out his case accompanied by all documents in support or having a bearing on the subject.

11. a) Any communication sent by the Registrar under the registered post or under any recorded delivery to the Respondent on the address appearing in the Arbitration agreement / the contract between the parties as per the information supplied to the Council will be deemed to be duly served on the Respondent. If it is delivered to the addressee personally or at his place of business, habitual residence or mailing address last known even if the Respondent refuses to accept the said communication or if it is returned to the Council by the postal authorities as unclaimed by the said party.
- b) The Registrar may proceed further with the arbitration proceedings as per rules as if communications had been duly served on the concerned parties. The Registrar may in such cases make an additional communication to the parties by Registered letter or by other means such as E-mail/Fax etc. which may provide a record of attempts to deliver it.
- c) Any Notice received after 1600 hrs on business, business day shall be deemed to have been received on the following business day. All business days shall be deemed to end at 1600 hrs from Monday through Friday.

12. Counter Claim and reply to counter claim:

i) For Local Contracts

The respondent may make a counter claim against the claimant provided the counter claim arises under the same transaction as the original claim. He must submit the counter claim with full details supported by all documents and information within the period laid down for Defence Statement to the claim and the claimant may within 15 days of the notification of the Counter claim or within such extended time submit a statement in reply to counter claim. The Arbitral Tribunal appointed to adjudicate upon the original claim shall also adjudicate upon the counter claim.

ii) For International Contracts

The respondent may make a counter claim against the claimant provided the counter claim arises under the same transaction as the original claim. He must submit the counter claim with full details supported by all documents and information within the period laid down for Defence Statement to the claim and the claimant may within 30 days of the notification of the Counter claim or within such extended time submit a statement in reply to counter claim. The Arbitral Tribunal appointed to adjudicate upon the original claim shall also adjudicate upon the counter claim.

Copy of the reply of the claimant to the counter claim and all appended documents, if any, shall be sent to the Respondent for information.

13. Constitution of Arbitral Tribunal

On receipt of the application for arbitration, the Registrar shall take necessary steps to have the Arbitral tribunal constituted for the adjudication of the dispute or difference as provided hereunder.

14. The number of Arbitrators to hear a dispute shall be determined as under:

For Local Contract

- a) i) Where the claim does not exceed Rs.50 lakhs or equivalent foreign currency thereof and where the arbitration contract does not specify three or more arbitrators, the reference shall be deemed to be a sole arbitrator, unless parties to the dispute agree to refer the dispute to three arbitrators within 15 days from the date of notification of request for arbitration.

For International Contract

- a) ii) Where the claim does not exceed Rs.50 lakhs or equivalent foreign currency thereof and where the arbitration does not specify three or more arbitrators, the reference shall be deemed to be a sole arbitrator, unless parties to the dispute agree to refer to dispute to three arbitrators within 30 days from the date of notification of request for arbitration.

For Local Contract

- b) i) Where the claim exceeds Rs.50 lakhs or equivalent foreign currency thereof, the dispute will be heard and determined by three arbitrators, unless the parties to the

dispute agree to refer the dispute to a sole arbitrator within 15 days from the date of the notification of the request for arbitration.

For International Contract

- b) ii) Where the claim exceeds Rs.50 lakhs or equivalent foreign currency thereof, the dispute will be heard and determined by three arbitrators, unless the parties to the dispute agree to refer the dispute to a sole arbitrator within 30 days from the date of the notification of the request for arbitration.
- c) Where three arbitrators have to be appointed as per the above sub rules and any of the parties to the dispute fails to make the necessary deposits towards the cost and expenses of arbitration, the Registrar may instead of three arbitrators, appoint a sole arbitrator irrespective of the value of the claim.

15. The appointment of Sole Arbitrator or three arbitrators shall be made in the following manner.

- a) i) In case of sole arbitrator has to be appointed, the Registrar shall by a notice in writing call upon the parties to forward the name of an agreed arbitrator of their choice either from among the panel of arbitrators of the Council or from among the members of the Council within a period which will not be less than 10 days from the date of receipt of the said notice. If the parties fail to agree on the person to be appointed as Sole Arbitrator within the time granted by the Registrar, the Registrar shall in consultation with Chairman of the Arbi-

tration Panel or in his absence in consultation with the person who is discharging the function of the Chairman, appoint the Sole Arbitrator from among the Panel of arbitrators of the Council.

- ii) In case of sole arbitrator has to be appointed, the Registrar shall by a notice in writing call upon the parties to forward the name of an agreed arbitrator of their choice either from among the panel of arbitrators of the Council or from among the members of the Council within a period which will not be less than 21 days from the date of receipt of the said notice. If the parties fail to agree on the person to be appointed as Sole Arbitrator within the time granted by the Registrar, the Registrar shall in consultation with Chairman of the Arbitration Panel or in his absence in consultation with the person who is discharging the function of the Chairman, appoint the Sole Arbitrator from among the Panel of arbitrators of the Council.

The sole arbitrator so nominated shall constitute the Arbitral tribunal to hear the dispute and shall be appointed as such in writing by the Registrar. The Registrar shall give notice to the parties of constitution of the Arbitral Tribunal.

- b) Where the reference is to three arbitrators the Registrar shall in the first instance call upon the parties to nominate one arbitrator each either from among the panel of arbitrators or from among the members of the Council by a notice in writing sent to them. The said notice shall specify the period within which the nomination shall be made which shall

not be less than 10 days from the date of receipt of the said notice. If a party to the dispute refuses or neglects to appoint an arbitrator of his choice within the period specified or any extended period or if he requests the Registrar to nominate an arbitrator on his behalf, the Registrar in consultation with the Chairman of the Arbitration Panel and in his absence in consultation with the person who is discharging the functions of the Chairman, shall appoint the arbitrator from among the panel of arbitrators on behalf of that party. The arbitrators so nominated or appointed shall nominate the third arbitrator either from among the panel of arbitrators or from among the members of the Council who shall act as the presiding arbitrator and if the two nominated/ appointed arbitrators fail to agree on a third arbitrator within 10 days from the date of their appointment, the Registrar in consultation with the Chairman of the Arbitration Panel or in his absence in consultation with the person who is discharging the function of the Chairman, appoint the third arbitrator from among the panel of Arbitrators and the said three arbitrators shall constitute the Arbitral Tribunal and shall be appointed as such in writing by the Registrar. The Registrar shall give notice of the constitution of the Arbitral Tribunal.

16. The parties will obtain the consent from persons nominated by them as arbitrator and intimate the Council accordingly. The Registrar will obtain the consent from person nominated by him.
17. No person shall be eligible to act as an arbitrator, if he or his relative or a firm in which he/his relative is a partner or

a private company in which he / his relative is either a director or member, or a public company in which he and / or his relative is a director or member holding not less than 5% of total shares issued and paid up, has any financial or personal interest in the transaction or dispute referred for arbitration. For the purpose of this rule, relative means relative as defined under Companies Act, 1956.

No person shall be eligible to proceed as an Arbitrator who is already proceeding as an arbitrator for five disputes/references at the time of selection.

18. Before accepting his nomination the prospective arbitrator shall disclose any circumstances such as financial or personal interest in the result of arbitration likely to disqualify him as an impartial or independent arbitrator. He shall also disclose if he is already appointed as arbitrator in five or more references / disputes before acceptance. Upon receipt of such information, the Registrar shall disclose it to the parties, who if willing to proceed under the circumstances disclosed shall advise the Registrar accordingly. If either party declines to waive the presumptive disqualification, the prospective arbitrator shall be disqualified from acting as arbitrator in that arbitration and the vacancy so created shall be filled, in accordance with the applicable provisions of these Rules.
19. Any party shall have the right to challenge the appointment of an arbitrator on receipt of the notice of his appointment for reasons which disqualify him as an impartial or independent arbitrator. The challenge of an arbitrator shall be made within 15 days after the appointment is communicated to the challenging party or within 15 days of his becoming

aware of the reasons for which the challenge is made. Copies of communication of challenge shall be sent to the other parties and the arbitrator. The Board shall be the sole judge of the grounds of challenge and its decision shall be final and binding.

20. a) If any appointed arbitrator resigns or dies or becomes incapable of acting or neglects or fails to act expeditiously, prior to or during the arbitration hearings, or if he fails to make the award within the prescribed time and the Parties do not agree to extend the time for making the award, the Registrar in consultation with the Arbitration Committee may terminate the authority of such an appointed arbitrator and inform him accordingly.
- b) In case of the resignation or death or termination of authority of an appointed arbitrator under Sub-Rule (a) above, a new arbitrator will be appointed in his place by the Registrar in case he had appointed the original Arbitrator. Where the appoint was made by the Parties, the Registrar shall call upon the Party who had appointed the arbitrator to nominate another arbitrator in his place. If any Party refuses or neglects to nominate an arbitrator within 10 days of the date of notice requiring him to nominate the arbitrator or within such extended time the Registrar shall nominate the arbitrator on behalf of that Party from among the Panel of Arbitrators.
- c) The arbitrator(s) appointed as above will be informed about the reconstitution of the arbitral tribunal and the reconstituted arbitral tribunal shall make the award ex-

peditiously within the time prescribed under Rule 49 from the date when the reconstituted arbitral tribunal enters on the reference. The reconstituted arbitral tribunal shall proceed with the arbitration with the liberty to act on the record of evidence and proceedings as then existing or to commence the proceedings de novo.

### DEPOSITS

21. The Registrar may require the Parties before passing the case on to the arbitrators under Rule 28, to deposit in advance in one or more installments such sums of money as he deems necessary to defray expenses of the arbitration including the administrative charges and arbitrator's fees. As a general rule, the deposits shall be called for in equal shares from the Claimant(s) and the Respondent(s). The arbitral tribunal may during the course of the arbitration proceedings or in the arbitration award, require further sums to be deposited by the Parties or anyone of them to meet the expenses of the arbitration. When one of the parties neglects or refuses to make the deposit, the Registrar or the arbitral tribunal as the case may be, may require such deposits whether in relation to a claim or a counter-claim to be made by the other party to the dispute (Claimant or Respondent as the case may be ). Should the whole or part of the deposit be not made by the Parties or any one of them, the Registrar shall inform the Parties or the Party concerned that the claim or counter-claim, as the case may be, will not be the subject matter of the reference. The arbitral tribunal shall proceed only in respect of those claims or counter-claims for which the deposits have been duly paid to the Council and otherwise may order the suspension or termination of the arbitral proceedings.

The deposit made shall be taken into account by the arbitral tribunal in apportioning the cost while making the award. Any deposit made in excess shall be refunded to such of the parties as the arbitral tribunal may direct.

#### FEES AND EXPENSES

22. The arbitral tribunal shall be entitled to allow fees and expenses of witnesses, expenses connected with the selection and carriage of sample and examination of goods. Licensed Measure's Department charges, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the arbitration incurred by the arbitral tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the arbitral tribunal shall, in its absolute discretion, think fit.
23. The costs of the reference and the award including charges, fees and other expenses shall be in the discretion of the arbitral tribunal, which may direct to and by whom, and in what proportion, such charges, fees and other expenses and any part thereof shall be borne and paid, and may fix and settle the amount of costs to be so paid or any part thereof. In the event, any administrative fees and expenses are due to the Council the arbitral tribunal may award them in favour of the Council.
24. The fees, costs and expenses incidental to the reference and the award shall include the following:
  - i] Registration Fee:

A registration fee of Rs.1,000/- or such higher amount as may be stipulated shall be paid along with the appli-

cation for reference. The registration fee will not be refunded and becomes the property of the Council.

ii] Arbitrators' Fee and Administrative Fee:

The Arbitrators' fee for each arbitrator and the Administrative fee of the Council will be fixed separately by the Board with regard to the amount in dispute in each case. The existing tables of applicable fees are given in Annexure: A and Annexure: B respectively to these Rules.

iii] The Council will be entitled to receive a Special Fee of Rs.500/- per hearing or such higher fee as may be prescribed by the Council for providing facilities of hearing rooms, for arbitration hearings and Secretarial assistance etc. at the arbitration hearing.

iv] Notwithstanding the provisions in Sub-Rule (2) of this Rule, the Chairman of the Council may prescribe the Arbitrators' fee and the Administrative Fee of the Council at a figure higher than those prescribed in the said Sub-Rule, if in the exceptional circumstances of the case this appears to be necessary.

25. Other Expenses:

The arbitrator may be paid an amount of Rs.500/- or such higher amount as may be determined by the Board from time to time towards local conveyance for attending each arbitration hearing in the city of his residence. In respect of joint trial, the hearing will be treated as one irrespective of the number of cases. Any traveling and other expenses incurred by the arbitrator or the Registrar for attending the arbitra-

tion hearings in a city other than the place of residence, shall also be reimbursed to him as provided hereinafter. All the above expenses shall form part of the arbitration costs.

26. Where the sum under dispute is not stated in arbitration proceedings and where the relief claimed is other than a money claim, viz. a declaratory claim, the Registrar and the Arbitral Tribunal under Rule 21, may require such deposits as may be deemed necessary to be paid by such of the parties as may be required subject to later adjustment.
27. The amount of interest wherever specified will be included in the claim amount for the purpose of calculation of Arbitrators and administrative fee. Further, claims and counter-claims referred for arbitration shall be taken into consideration separately for the purpose of calculation of Arbitrators and administrative fees under Sub Rule 24(2).

#### SUBMISSION OF THE CASE TO THE ARBITRAL TRIBUNAL

28. The Registrar shall send copies of all papers relating to arbitration such as claim statement, defence statement, counter-claims, reply, statements, or other documents received from the parties to the dispute to the Arbitrator / Arbitrators constituting the Arbitral Tribunal under Rule 14 with a request to proceed with the arbitration and arbitral tribunal shall be deemed to have entered on the reference on the day on which applications, defence statement, counter-claims, replies, documents, etc. have been dispatched to the Arbitrator / Arbitrators. Intimation shall be given to the Parties of the day on which the Bench is deemed to have entered on the reference.

If the Claimant does not file all the requisite documents, papers, etc. or does not deposit the appropriate Fees as per the Rules after having been given due opportunity for the purpose by the Registrar or the arbitral tribunal, the Registrar or the arbitral tribunal may dismiss / close the case on file for lack of pursual by the Claimant.

Similarly, if the Respondent fails to produce any requisite documents, papers including the statement of defence or information or fails to deposit administrative fees, or arbitrator's fees etc. after having been given due opportunity for the purpose by the Registrar or the arbitral tribunal, the Registrar or the arbitral tribunal may proceed further with the arbitration proceedings as per the Rules, notwithstanding such failure or refusal by the Respondent.

#### NOTIFICATIONS AND / OR COMMUNICATIONS FROM THE REGISTRAR

29. All applications which the parties desire to make to the arbitral tribunal and all notices to be given to the parties before or during the course of arbitration or otherwise in relation thereto shall be made through and sent by the Registrar who shall communicate the orders and directions of the Arbitral Tribunal thereon to the parties.

30. Place of Arbitration

The place or venue of arbitration shall be in Mumbai. The Arbitration proceedings shall be held at such place or places in Mumbai as the Arbitral Tribunal may determine having regard to the convenience of the arbitrators and the parties.

31. Fast Track Arbitration: The parties may opt out for Fast Track Arbitration and request the arbitral tribunal, before commencement of the arbitration proceedings, to decide the reference in a fixed time frame of 3 to 6 months or any other time frame agreed between the parties, according to the Fast Track Arbitration procedure, as under:
- i) The arbitral tribunal will be authorized to decide the dispute on the written pleadings, documents and written submissions only filed by the parties without any oral hearings.
  - ii) The arbitral tribunal shall have power to call for any further information / clarification from the parties in addition to the pleading and documents filed by them.
  - iii) An oral hearing may be held if both the parties make a joint request or if the arbitral tribunal considers an oral hearing necessary in any particular case.
  - iv) If an oral hearing is held, the arbitral tribunal may dispense with any technical formalities and adopt such procedure, as it deems appropriate and necessary for economic and expeditious disposal of the case.
32. At a hearing, a party shall be entitled to appear by counsel, attorney, advocate or a duly authorized adviser or representative or personally. However, where the dispute is purely of a commercial nature, the parties shall have no right to be represented by lawyers except where, having regard to the nature or complexity of the dispute, the arbitral tribunal considers it necessary in the interest of justice that the parties

should be allowed to be represented by counsel, attorney or advocate.

33. The arbitral tribunal may proceed with the reference notwithstanding any failure by a party to comply with any of the directions of the arbitral tribunal and may also proceed with the arbitral proceedings in the absence of any or both the parties who fail or neglect to attend at the time and place appointed by the arbitral tribunal, in spite of due notice.
34. The parties shall do all acts necessary to enable the arbitral tribunal to make an award expeditiously and shall not do or cause or allow to be done, any act which will delay the proceedings or prevent arbitral tribunal from making an award expeditiously, and if any party does cause or allow to be done any such act, that party shall pay such costs as the arbitral tribunal deems reasonable.
35. The arbitration session will go on as far as possible on a day-to-day basis from 10.30 a.m. to 4.30 p.m. once the hearing begins after completion of all the formalities. The arbitral tribunal shall not ordinarily adjourn a hearing at the request of any party, except where the circumstances are beyond the control of the party and the arbitral tribunal is satisfied that reasons and circumstances for the adjournment are justified. While granting an adjournment, the arbitral tribunal may make such orders regarding payment of costs by one or both of the parties, as it deems fit and reasonable.
36. If the parties have agreed to submit their case to arbitration under these Rules and any party refuses or fails to take part in the arbitration proceedings, the arbitral tribunal may pro-

ceed with the arbitration notwithstanding such refusal or absence.

37. The arbitral tribunal may at its discretion at any time or times before making the final award and at the expense of the parties concerned, consult any person having special knowledge relating to the particular industry, commodity, produce or branch of trade concerned in the reference or any expert or qualified accountant and may also at the like expenses of the parties, consult solicitors, counsel or advocates upon any technical question of law, evidence, practice or procedure arising in the course of the reference. If the parties agree, the arbitral tribunal may, at the expense of the parties, appoint any expert, accountant, or lawyers to sit with as an assessor and take into account the advice of such assessor.
38. The parties to the reference and any witness on their behalf shall, subject to the provisions of any law for the time being in force:
  - a) submit to be examined by the arbitral tribunal on oath or affirmation in relation to the matters in dispute
  - b) produce before the arbitral tribunal all books, deeds, papers, accounts, writings and documents in their possession or power respectively which may be required or called for by the arbitral tribunal.
  - c) comply with the requirements of the arbitral tribunal as to the production or selection of samples, and
  - d) generally do all other things, which, during the pendency of the reference, the arbitral tribunal may require.

39. The arbitral tribunal will consider, as far as possible, to receive the evidence of witnesses by affidavit provided that the witness whose affidavit is admitted in evidence is made available for cross examination at the request of the opposite party.

The Arbitral Tribunal may:

- a) administer oath or affirmation to the parties or witnesses appearing and giving evidence;
- b) state a special case for the opinion of the Court or give its award in the form of special case for the opinion of the Court.
- c) make any award conditional or in the alternative;
- d) correct in any award any clerical mistake or error arising from the incidental to any slip or omission.
- e) administer to the parties to the arbitration such interrogatories as it may consider necessary.
- f) decide all objections to its jurisdiction including any objection regarding the existence or validity of the arbitration clause or the arbitration agreement without prejudice to the right of the parties to have the matter decided by the Court of Law;
- g) decide the law governing:
  - i) the contract or the matter in dispute
  - ii) the arbitration agreement, and
  - iii) the arbitration procedure.

- h) award interest including pendent lite interest.
40. When substantially the same dispute or questions of law and facts are likely to arise in more than one contract or agreement (Chain Contracts), the arbitral tribunal may invite all parties involved to agree to submit to an award in one arbitration between such two or more of the parties as are named for the purpose.
41. i] The arbitral tribunal may by the award dismiss the applications or claim:
- a) if the Claimant does not prosecute the arbitration proceedings or file the papers within the time granted.
  - b) or neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Registrar.
- ii] if arbitral tribunal may make an ex - parte award
- a) if the Defendant neglects or refuses to appear or make his defence or fails to file the papers within the time granted.
  - b) or neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Registrar.
42. The Registrar shall make necessary arrangements for a stenographic record of evidence whenever such record is required by a party. The cost of the stenographic record and all transcripts thereof, if any, shall form part of the costs of the reference.

43. The language of the arbitration proceedings shall be English unless otherwise agreed to by the parties and/or Arbitrators and counsels. If any documents filed by a party are in a language other than English, the party filing such documents shall simultaneously furnish an English translation of the documents. The Registrar may make arrangements for the service of an interpreter at the request of one or more of the parties and costs thereof shall form part of the costs of the reference.
44. The arbitral tribunal may issue such orders or directions as it may deem necessary for safeguarding, interim custody, preservation, protection, storage, sale or disposal of the whole or part of the subject matter of the dispute or for its inspection or sampling without prejudice to the rights of the parties or the final determination of the dispute.

#### WAIVER OF RULES

45. Any party who proceeds with the arbitration with the knowledge that any provision or requirement of these rules has not been complied with and who fails to state his objection thereto in writing, shall be deemed to have waived his right to object.

#### AWARD

46. No award shall be made by the arbitral tribunal unless the case of the party applying for arbitration has been brought to the notice of the other party and until after the lapse of such specified time within which he has been asked to submit his defence statement under Rule 10.

47. Whenever there is more than one arbitrator, the award of the majority shall prevail and be taken as the decision of arbitral tribunal. Failing a majority, the Chairman of the arbitral tribunal alone shall make the award.
48. Should the parties arrive at a settlement of the dispute by common agreement before the Arbitral Tribunal and the arbitral tribunal is satisfied that such agreement is genuine and not to defeat the purpose of any law, the arbitral tribunal shall render an award as per agreement of the parties. Otherwise, the arbitral tribunal shall make the award on the basis of the documents, evidence, etc. filed before it by the Parties.
49. The arbitral tribunal shall make the award as expeditiously as possible, according to the Guidelines from the date of the reference subject to a maximum limit of one year from the date of commencement of the arbitral proceedings. If necessary, the maximum limit of one year for making the award be extended by agreement between the parties to the dispute or by the Committee.
50. The arbitral award shall state the reasons upon which it is based, unless:
  - i] the parties have agreed that no reasons are to be given, or
  - ii] the award is an arbitral award on agreed terms.
51. The arbitral award shall state its date and the place of arbitration and the award shall be deemed to have been made at the place.

52. The arbitral tribunal may make an interim award, and may, by an award, determine and order what shall be done by either or any of the parties, respecting the matters referred.
53. The arbitrator constituting the arbitral tribunal or the Chairman where Rule 47 is applicable, shall sign the award and the registrar shall give notice in writing to the parties of the making and signing thereof and of the amount of fees and charges payable in respect of the arbitration and the award.
54.
  - a] When an award has been made, the Registrar shall furnish a true copy of the award duly certified by the registrar to the parties provided the arbitration costs have been fully paid to the Council by the parties or by one of them.
  - b] The Registrar may require either party to notify him of the compliance with the award.
  - c] The arbitral tribunal and the Registrar of the Council shall assist the parties in complying with any formalities that may be necessary for the enforcement of the award or for other purposes.
  - d] The Council may print, publish or otherwise circulate any award made under its rules or under its auspices, in any arbitration journal, magazine, report, etc. for the purpose of creating arbitration jurisprudence or precedents for the benefit and guidance of future arbitrations.

No party to the arbitration shall have any objection to the publication of awards as above provided that the names and addresses of any party to the dispute will

be omitted from such publication and its identity duly concealed if so desired by such party.

55. Additional copies of the award certified true by the Registrar shall be made available to the parties but to no one else, at all times at request and on payment as fixed by the Registrar.
56. A party shall in all things abide by and obey the award which shall be binding on the parties and their respective representative, notwithstanding the death of any party before or after the making of the award and such death shall not operate as revocation of the submission or reference. To avoid delays and further litigation, the arbitrators/Registrar shall ask the parties to agree that the award made by the arbitrator/s shall be final and binding on the parties and neither party shall be entitled to challenge it in a court of law.

#### FILING OF AWARD

57. The Arbitral Tribunal shall at the request of any of the parties to the proceedings or of any person claiming under a party or if so directed by the court, and upon payment of fees and charges due in respect of the arbitration and award and of the costs and charges of filing the award, cause the award or a signed copy thereof together with the deposition or documents which may have been taken and proved before it to be filed before the court.
58. A fee of Rs.1000/- plus incidental expenses at actuals in addition to the court fees, on the scale for the time being in force is payable by the party requiring the award to be filed.

### STAMP DUTIES

59. Stamp duties are to be paid in all cases in accordance with the scale of stamp duties for the time being imposed by law either by the party requiring to file award or otherwise as may be directed by Arbitral Tribunal.

### COPIES OF PROCEEDINGS

60. In case the Registrar is required to furnish copies of depositions and/or documents which have been taken or proved before the arbitrator, a charge as demanded by the Registrar shall be paid by the party requiring such copies.
61. The Registrar shall, upon the written request of a party, furnish to such party at his expense certified facsimile of any documents filed in the arbitration proceedings.
62. When the party instituting a case desires to withdraw it before an arbitral tribunal has been constituted, the Registrar shall return to him any deposits made by him, under Rule 21, after deducting such charges as he might have incurred in connection with the cases. The registration fee, however, shall not be refundable.
63. If the arbitration is terminated by the act or default of any parties after constitution of the arbitral tribunal and before the award is made, any fees, charges and expenses incurred by the Council shall be paid by the parties in such proportion as the arbitral tribunal shall determine.

### INDEMNITY OF SECRETARIAT AND ARBITRATORS

64. The Indian Oilseeds & Produce Export Promotion Council (IOPEPC) and officers of the IOPEPC shall not be liable for

any act or omission in whatever capacity they may have acted in connection with or in relation to an arbitration under these Rules.

65. No party shall bring or prosecute any suit or proceedings whatever against the arbitral tribunal, or any member thereof, for or in respect of any matter or thing purporting to be done under these Rules nor any suit or proceedings in respect thereof (save for enforcement of the award) against the other party.

#### AMENDMENT OF RULES

66. The Board of Directors may revise, amend or alter these rules or the schedule of fees and other monies to be charged and paid as and when they think necessary.

Annexure : A

ARBITRATOR'S FEE

The Arbitrator's fee will be fixed separately with regard to the amount in dispute in each case, as under and will be share equally by both the parties for members & non members.

Amount of Claim	Arbitrator's Fees
Upto Rs.5,00,000/-	Rs.10,000/-
From Rs.5,00,001/- to Rs.25,00,000/-	Rs.10,000 plus Rs.700/- per Lac or part thereof
From Rs.25,00,001 to Rs.50,00,000/-	Rs.15,000 plus Rs.700/- per Lac or part thereof
From Rs.50,00,001/- to Rs.1,00,00,000/-	Rs.45,000/- plus Rs.700/- per lac or a part thereof
Over Rs.1,00,00,001/-	Rs.80,000/- plus Rs.700/- per lac or a part thereof

Each arbitrator will be entitled to receive a Special Fee for study of the pleadings, case material, writing of the award etc., with regard to the amount in dispute in each case as under :

Amount of Claim	Special fee	
	For Members	For Non-Members
Upto Rs.5,00,000/-	Rs.1,000/-lumpsum	Rs.2,000/-
Rs.5,00,001/- to Rs.25,00,000/-	Rs.3,000/-lumpsum	Rs.6,000/-
Rs.25,00,001/- to Rs.50,00,000/-	Rs.5,000/-lumpsum	Rs.10,000/-
Rs.50,00,001/- to Rs.1,00,00,000/-	Rs.7,500/-lumpsum	Rs.15,000/-
Over Rs.1,00,00,000/-	Rs.10,000/-lumpsum	Rs.20,000/-

Annexure : B

ADMINISTRATIVE FEE

The Administrative fee will be fixed separately with regard to the amount in dispute in each case as under and will be shared equally by both the parties.

Amount of Claim	Administrative fee for members	Administrative fee for non-members
Upto Rs.5,00,000/-	Rs.5,000/-lumpsum	Rs.10,000/-
From Rs.5,00,001/- to Rs.25,00,000/-	Rs.7,500/-lumpsum	Rs.15,000/-
From Rs.25,00,001 to Rs.50,00,000/-	Rs.10,000/-lumpsum	Rs.20,000/-
From Rs.50,00,001/- to Rs.1,00,00,000/-	Rs.15,000/-lumpsum	Rs.30,000/-
Over Rs.1,00,00,001/-	Rs.25,000/-lumpsum	Rs.50,000/-