

## **NOLEGALPAISA ARBITRATION RULES**

### **1. Short Title, Extent and Application**

**1.1.** These rules shall be called the NoLegalPaisa Arbitration Rules (hereinafter “Arbitration Rules”).

**1.2.** These rules shall apply where:

**1.2.1.** The parties to the dispute have (prior to the dispute arising), agreed in writing to submit their disputes to arbitration administered by NoLegalPaisa (hereinafter “NLP” or the “Platform”).

**1.2.2.** The parties (or party as the case may be) have (post arising of a dispute) subsequently agreed to refer the dispute to arbitration to be administered by NLP.

**1.3.** These Rules shall apply as in force on the date of commencement of arbitration unless the parties expressly agree otherwise.

### **2. Governing Law and Mandatory Provisions**

**2.1.** Where parties have agreed to refer their disputes to NLP for resolution through arbitration, the parties shall be deemed to have agreed that such arbitration shall be conducted and administered in accordance with these rules, as amended from time to time and the Arbitration and Conciliation Act, 1996 (“Arbitration Act”). These Arbitration Rules include the rules, guidelines, code(s) of conduct, protocols, terms and conditions, policies, annexures etc. which are fundamental in the working of the Platform (as defined below).

**2.2.** It is clarified that any amendments to these Rules shall apply prospectively and shall not affect arbitral proceedings already commenced, unless all parties expressly agree in writing.

**2.3.** In case of conflict between these Rules and any non-derogable provision of law, the latter shall prevail.

**2.4.** Being a service provider and as part of its services, NLP may provide its platform to the parties for sending any notices or correspondences. NLP acts only as an administering institution and does not exercise any adjudicatory function. and does not assume any adjudicatory role in connection with such notices or correspondences.

### **3. Definition and Interpretations**

In these Arbitration Rules, the following words shall have the following meanings:

- 3.1. “*Arbitration*”** shall have the same meaning as the definition thereof in the Arbitration and Conciliation Act, 1996;
- 3.2. “*Arbitral Tribunal*”** shall mean an Arbitrator or a panel of Arbitrators appointed under NLP Arbitration Rules.
- 3.3. “*Arbitration Act*”** shall mean the Arbitration and Conciliation Act, 1996 as amended from time to time.
- 3.4. “*Award*”** shall mean any partial, interim, final or any additional award passed by an Arbitrator/Emergency Arbitrator as per the Act.
- 3.5. “*Case Manager*”** shall mean the individual appointed by NLP to provide administrative and secretarial services to the Registrar, Arbitrator(s) and the parties to any proceedings under the Arbitration Rules.
- 3.6. “*Claimant*”** shall mean the party initiating the arbitration proceeding;
- 3.7. “*Communication*”** shall include any notice, invitation, instruction, notification, pleading, application, document, order, award-copies, certificate, report, or settlement agreement sent by NLP to the disputing parties.
- 3.8. “*Court*”** shall have the same meaning as the definition thereof under the Arbitration Act.
- 3.9. “*Document-based Arbitration*”** means arbitration proceedings conducted solely on the basis of documents provided by the disputing parties;
- 3.10. “*Documents and their admissibility*”** shall have the same meaning as the definitions thereof as defined and described in the Bharatiya Sakshya Adhiniyam, 2023.
- 3.11. “*Letter of Request*”** shall mean the request made by the Claimant to NLP on the Platform to administer arbitration proceedings under the NLP Arbitration Rules;
- 3.12. “*Panel*”** shall mean Arbitrator’s empanelled with NLP, listed on [INSERT link of Panel Page].
- 3.13. “*Pre-Proceeding Call*”** shall mean the introductory call made by NLP’s internal calling team or a Case Manager to the parties to arbitration proceedings under Arbitration Rules individually, wherein certain key information with regard to the arbitration proceedings is communicated to the parties.
- 3.14. “*Pre-Arbitration Notice*”** shall mean notice issued to the Respondent viz. Section 21 of the Arbitration Act;

**3.15.** "*Registrar*" means the Registrar for the time being appointed and includes such other persons appointed by NLP for carrying out the duties of the Registrar under these rules.

**3.16.** "*Respondent*" shall mean the party called upon to issue a response to a claim filed by the Claimant in arbitration proceedings under NLP Arbitration Rules;

**3.17.** "*NLP Dispute Resolution Clause*" shall mean the dispute resolution clause in an agreement between the parties to resolve their dispute through arbitration, conciliation or mediation proceedings and its associated administrative services through NLP, which has been agreed by the parties either prior or post the occurrence of the dispute, and shall be:

3.17.1. in writing, as a clause which is a part of the main contract between the parties or as a separate arbitration agreement; or

3.17.2. agreed to by the parties on the Platform.

**3.18.** "*NLP ODR Platform*" or "*Platform*" shall mean the internet-based legal-finance tech and dispute resolution platform developed by NLP with the domain name as [www.nolegalpaisa.com](http://www.nolegalpaisa.com)

**3.19.** "*Law*" shall (unless a contrary intention appears) mean, statute, applicable law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction.

**3.20.** "*Person*" shall (unless a contrary intention appears) include an individual, corporation, partnership, LLP, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, society, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assignees and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

**3.21.** the terms "hereof", "herein", "hereby", "hereto" and derivatives or similar words refer to this entire NLP Arbitration Rules;

**3.22.** reference to a gender shall include references to the female, male and neutral gender;

**3.23.** reference to a law or a provision of law is a reference to that law or that provision of law as amended or re-enacted from time to time;

**3.24.** the singular includes the plural (and vice versa);

**3.25.** the headings in the NLP Arbitration Rules are inserted for convenience of reference only and are to be ignored in construing and interpreting the Arbitration Rules;

**3.26.** reference to the words “include” or “including” shall be construed without limitation;

**3.27.** reference to “*signature*” under the NLP Arbitration Rules shall include electronic signature under the Information Technology Act, 2000, and under the Civil Procedure Code, as amended from time to time.

**3.28.** reference to arbitration proceedings under NLP Arbitration Rules shall include ‘international commercial arbitration’ as defined in the Arbitration Act;

**3.29.** a time of day is a reference to Indian Standard Time.

**3.30.** reference of any number of days shall mean such number of days (other than a Saturday or Sunday and national holidays) where NLP is open for its ordinary business activities.

**3.31.** any reference to NLP Arbitration Rules shall include rules, guidelines, code of conduct, protocols, terms and conditions, policies, annexures etc. which are fundamental in the working of the Platform and are available on:  
<https://www.nolegalpaisa.com>

**3.32.** words and abbreviations which have well known technical, trade or commercial meaning, are used in these NLP Arbitration Rules in accordance with such meaning;

**3.33.** reference to any article, clause, annexure or schedule means an article or clause of, or an annexure or schedule to the NLP Arbitration Rules.

#### **4. Scope of Application**

**4.1.** Insofar as these Rules are silent on any matter concerning the arbitral proceedings and the parties have also not agreed otherwise, the Arbitral Tribunal shall conduct the arbitral proceedings in the manner it considers appropriate, in accordance with the general principles of these Rules.

**4.2.** In the event of any dispute regarding the meaning of these Rules, the Arbitral Tribunal shall interpret them according to their purpose and in the manner most appropriate for that particular arbitration.

**4.3.** The arbitration proceedings initiated/filed on the Platform shall ordinarily be Document-based Arbitration, relying on documents submitted/provided by the Parties.

**4.4.** Provided that either party may request to the Tribunal to conduct an oral hearing on any issue/dispute. On that request, the Tribunal may pass an appropriate order.

## **5. Mode of giving notice and calculations of periods of time**

- 5.1.** A notice including a notification, communication or proposal, may be transmitted by any mode of communication that provides or allows for a record of its transmission.
- 5.2.** A notice transmitted by electronic means is deemed to have been received on the day it is delivered if the communication has not bounced back to the sender, and such time shall be determined in accordance with the addressee's time zone. Provided that deemed service shall not apply where the receiving party establishes that it did not have reasonable opportunity to access such communication.
- 5.3.** For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice is deemed to have been received. If the last day of such period is a national/official holiday or Saturday and Sunday, the period is extended until the first business day which follows. National/Official holidays or Saturday/Sunday occurring during the running of the period of time are included in calculating the period.

## **6. Commencement of Arbitration**

- 6.1.** Arbitration shall commence in accordance with Section 21 of the Act.
- 6.2.** A party wishing to commence an arbitration under these Rules ("Claimant") shall file with the Registrar, a Request for Arbitration in the prescribed format on the Platform and which shall include: -
  - 6.2.1.** Full name and contact details of the parties to arbitration (including full address of both parties, email addresses(optional) and registered mobile numbers).
  - 6.2.2.** Copy of the arbitration agreement or proof of consent;
  - 6.2.3.** A brief statement describing the nature and circumstances of the dispute, specifying the relief claimed and, where possible, an initial quantification of the claim amount;;
  - 6.2.4.** Supporting documents relied upon at that stage, including,
    - 6.2.4.1.** Copy of Pre-Arbitration Notice in consonance with section 21 of the Arbitration Act. The Pre-Arbitration Notice shall include the following:
      - 6.2.4.1.1.** A demand that the dispute be referred to arbitration;
      - 6.2.4.1.2.** The names and contact details of the parties and their designated representatives, if any;
      - 6.2.4.1.3.** Identification of the arbitration agreement/clause that is invoked;

**6.2.4.1.4.** Identification of any contract or other legal instrument out of or in relation to which the dispute arises or, in the absence of such contract or instrument, a brief description of the relevant relationship;

**6.2.4.1.5.** A brief description of the claim and an indication of the amount involved, if any;

**6.2.4.1.6.** A broad description of the relief or remedy sought; and

**6.2.4.1.7.** A proposal as to the number of Arbitrators, language and place of arbitration, if the parties have not previously agreed thereon.

**6.2.5.** The Claimant may request the Platform to draft a pre-arbitration notice, and upon such request being received and upon receipt of payment for the same, the Platform shall assist the Claimant with drafting and finalisation of a pre-arbitration notice.

**6.2.5.1.1.** A party can take assistance of the Platform for the delivery of this notice. The constitution of the Arbitral Tribunal shall not be hindered by any controversy with respect to the sufficiency of the Pre-Arbitration Notice, which shall be finally resolved by the Arbitral Tribunal.

**6.2.6.** Where the claims are made under more than one arbitration agreement, an indication of the arbitration agreement under which each claim is made;

**6.2.7.** A reference to the contract or other instrument (e.g. loan-cum-hypothecation agreement) out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;

**6.2.8.** A statement of any matters which the parties have previously agreed as to the conduct of the arbitration or with respect to which the Claimant wishes to make a proposal;

**6.2.9.** any agreement or contract out of or in connection with which the dispute has arisen;

**6.2.10.** such other documents and information relevant to the dispute, as deemed fit by Claimant.

## **7. Arbitration under Court order**

If any Court makes an order directing that an arbitration be held on/under the NLP Platform/NLP Arbitration Rules, in addition to the documents listed in above, the Claimant shall file such order of that Court or a copy thereof.

## **8. Communication to Respondent post initiation**

- 8.1.** NLP shall upon the submission of the Letter of Request, send a Communication to the Respondent intimating it of the filing of the Letter of Request.
- 8.2.** The Communication shall contain an individualised specific link for the Respondent to register onto NLP Platform regarding the specific Arbitration.
- 8.3.** The Communication shall also contain a copy of the Arbitration Notice under section 21.
- 8.4.** If no response is received from the Respondent within 7 days, a reminder communication shall be sent by NLP.

## **9. Communication to Parties post Registration**

NLP shall send a Communication to the parties to the arbitration upon successful registration of both the Parties on the Platform.

## **10. Arbitration Requests where suit already filed in Court**

Where an NLP Arbitration Clause exists between two parties, in case one party has filed a suit in any court with respect to the same subject matter, then upon request by the other party, the arbitration proceedings in accordance with NLP Arbitration Rules shall continue by recording any objections as to jurisdiction by the party who has initiated such suit. The party seeking to continue with the arbitration proceedings under Arbitration Rules, if served in such suit, shall file necessary application(s) to apprise the court of the existence of the NLP Arbitration Clause.

## **11. Termination of Proceedings due to Default by the Claimant.**

- 11.1.** In the event that Claimant fails to provide any information or comply with any of the requirements referred hereinabove, the Registrar or the Arbitrator (if appointed) may fix a time not exceeding 30 days from receipt of Letter of Request by NLP within which the Claimant must comply, failing which the claim shall be closed without prejudice to the Claimant's right to resubmit the same claim at a later date in another Letter of Request.
- 11.2.** If any information or particulars furnished by Claimant for arbitration is found to be incorrect or false, at any time subsequently, NLP shall have the power to reject the request for administration of an arbitration.

## **12. Termination of Proceedings due to Default by the Respondent**

- 12.1.** In the event that the Respondent fails to respond to the Communications (under clauses 8.1 & 8.4 above) and register on the Platform thereby, or denies its consent for arbitration on the NLP ODR Platform, the Arbitration proceedings shall be terminated on the expiry of 7 days from the date of Communication under clause 8.4 above.
- 12.2.** In cases where arbitration is commenced either under (i) an order of a Court of Law and/or (ii) under the NLP ADR Clause, then in such cases, the arbitration shall proceed notwithstanding non-participation or objection by the Respondent.
- 12.3.** The provisions of this clause 12 are subject to the provisions of clause 13 herein.

## **13. Ex-parte Arbitration proceedings upon Default by the Respondent**

- 13.1.** Notwithstanding anything to the contrary, if the Arbitration sought to be commenced is either under (i) an order of a Court of Law and/or (ii) under the NLP ADR Clause, then in such cases, if the Respondent fails to respond to the Communications (under clauses 8.1 & 8.4 above) and register on the Platform thereby, or denies its consent for arbitration on the NLP ODR Platform, the Arbitration proceedings shall continue on an ex-parte basis.
- 13.2.** The Tribunal shall ensure that all reasonable steps have been taken (and recorded) to notify the Respondent before proceeding *ex-parte*.
- 13.3.** It is clarified that the Respondent shall be at liberty to participate in the Arbitration proceedings at any stage, upon registering on the Platform and completion of other formalities.
- 13.4.** It is further clarified that participation by Respondent under clause 13.3, shall only be from the stage at which the Respondent has sought to participate in the arbitration, and the same shall not have the effect of revival of any rights that the Respondent may have had by participating in any earlier stage of the arbitration process.

## **14. Appointment of Case Manager and Pre-proceeding call**

- 14.1.** NLP's internal calling team/case manager shall conduct a Pre-proceeding call to inform the Parties of the registration of dispute to arbitration. ~~The recordings of the calls along with an auto-generated transcript will be captured, if any.~~
- 14.2.** NLP shall appoint a Case Manager within three (3) day's either from registration of the dispute on NLP or from successful contact with the Respondent/s of the dispute and shall notify all the parties to the dispute of the appointment of a Case Manager.

**14.3.** In the event of default of Respondent as contemplated in clauses 12 and 13 above,

**14.3.1.** In the event of termination of proceedings under clause 12 above, no Case Manager may be appointed by the Platform.

**14.3.2.** In the event of ex-parte proceedings under clause 13, the Case Manager appointed shall send all invites and notices pertaining to proceedings under the arbitration upon the contact details of the Respondent.

**14.4.** Case Manager shall conduct calls from the time of their appointment to explain the procedure of the arbitration proceedings under the NLP Rules, details of the constitution of the Arbitral Tribunal, and timeline to be followed under NLP Rules, and other miscellaneous details relevant to the ODR process.

## **15. Constitution of Arbitral Tribunal**

**15.1.** Unless otherwise agreed by the parties to an Arbitration, a sole Arbitrator shall be appointed by NLP to constitute the Arbitral Tribunal, as per the process defined hereinafter.

**15.2.** For disputes under an NLP ADR Clause, on receipt of Letter of Request about a dispute from the Claimant, NLP will issue an initiation notice to the disputing parties informing them about initiation of a dispute. The parties shall, within 3 days from issuance of the initiation notice, mutually select/nominate an Arbitrator or nominate any 3 Arbitrators of their choice from the panel of Arbitrators maintained by NLP.

**15.3. Neither party nominates –**

**15.3.1.** On the lapse of time as mentioned in Rule 15.2, if neither disputing party nominates an Arbitrator of their choice, the Registrar provisionally appoints an Arbitrator from its panel of Arbitrators. In connection to the appointment, the Arbitrator issues a provisional acceptance and disclosure document in consonance with Section 12(1) of the Arbitration Act, provisionally accepting their appointment.

**15.3.2.** The disputing parties are given a further time of three days (from the date of provisional appointment) for objecting to the appointment of the provisionally appointed Arbitrator under Rule 15.3.1. If neither disputing party objects to appointment of Arbitrator by NLP, the appointment becomes absolute after the lapse of three days (from the date of the provisional appointment) and the Arbitrator shall proceed with the case and submit their declaration as per Section 12 read with schedule 5, 6 and 7 of the Arbitration Act.

**15.4. Either party nominates –**

**15.4.1.** On the lapse of timeline as stated in the notice issued under Rule 15.2, if one party nominates an Arbitrator, that Arbitrator will be provisionally appointed, and the process as mentioned in Rule 15.3.1 and 15.3.2 will be followed.

**15.5. Both Parties nominate –**

**15.5.1.** If both disputing parties jointly nominate a sole Arbitrator (within the timeline mentioned under Rule 15.2), such appointment shall be final subject to consent and availability of the nominated Arbitrator. Thereafter, the process as mentioned in Rule 15.3.2 will be followed.

**15.5.2.** If both disputing parties jointly nominate three Arbitrators (within the timeline mentioned under Rule 15.2), then the Registrar shall appoint in the first instance the most experienced arbitrator from the list of nominee arbitrators, subject to consent and availability of the nominated Arbitrator. Thereafter, the process as mentioned in Rule 15.3.2 will be followed.

**15.6.** For disputes not under provisions of an NLP ODR Clause, the Registrar shall issue a notice to appoint arbitrators only after the receipt of consent from the Respondent to proceed with arbitration under the ODR platform. The parties shall, within 3 days from issuance of the appointment notice, mutually select/nominate an Arbitrator or nominate any 3 Arbitrators of their choice from the panel of Arbitrators maintained by NLP and the appointment shall be confirmed in terms of clauses 15.3, 15.4 and 15.5 above.

**16. Challenge to Appointment of Arbitrators**

**16.1.** An Arbitrator's appointment may be challenged if circumstances exist that give rise to justifiable doubts as to the Arbitrator's impartiality or independence.

**16.2.** A disputing party may challenge the appointment of Arbitrator appointed by them or by the Registrar only for reasons of which they become aware after the appointment has been made.

**17. Procedure to challenge appointment of Arbitrator/s**

**17.1.** A party who intends to challenge the appointment of the Arbitrator/s shall send a notice of their challenge within 3 days from the date the appointment of the Arbitrator has been notified to the challenging party or after the circumstances mentioned in Section 12 of the Arbitration Act become known to that party.

- 17.2.** The challenge shall be notified to the other disputing parties, the Arbitrator whose appointment is challenged and the Registrar. The notification shall be in writing and shall state the reasons for the challenge.
- 17.3.** When the appointment of an Arbitrator is challenged by one party, the other party may concur with the same, in which event the appointment of the Arbitrator shall stand nullified. The Arbitrator may also, after the challenge is initiated, withdraw from their office.
- 17.4.** In either case, the Registrar shall appoint a new Arbitrator, in accordance with the process as laid down in Rule 15.2.
- 17.5.** It is pertinent to note that neither case under clause 17.3 shall imply acceptance of the validity of the grounds for the challenge. In either case, the Registrar shall appoint a new Arbitrator, in accordance with the process as laid down in Rule 15.

## **18. Failure or impossibility to act**

- 18.1.** The mandate of an Arbitrator shall terminate and they shall be substituted by another Arbitrator, if
  - 18.1.1.** they become de jure or de facto unable to perform their functions, or in case of death of the appointed Arbitrator or due to impossibility for such appointed Arbitrator to act or for other reasons failure to act without undue delay; and
  - 18.1.2.** they withdraw from their office or the parties agree to the termination of their mandate
- 18.2.** The Registrar shall terminate the appointment of the Arbitrator forthwith and the procedure provided in Rule 15 shall be followed for the appointment of the substitute Arbitrator.
- 18.3.** Unless otherwise agreed by the parties, where an Arbitrator is replaced under circumstances as mentioned above, any hearings previously held maybe repeated at the discretion of the Arbitral Tribunal.
- 18.4.** Unless otherwise agreed by the parties, an order or ruling of the Arbitral Tribunal made prior to the replacement of an Arbitrator under these Arbitration Rules shall not be invalid solely because there has been a change in the composition of the Arbitral Tribunal.

## **19. Three Arbitrators**

- 19.1.** If three Arbitrators are to be appointed, each party shall nominate one Arbitrator from NLP's Panel of Arbitrators, in light of Rule 15.2. Thereafter, the two Arbitrators shall appoint the third Arbitrator from NLP's Panel of Arbitrators.
- 19.2.** On the lapse of 3 days, if neither disputing party nominates any Arbitrator of their choice, the Registrar provisionally appoints three Arbitrators from its panel of Arbitrators. In connection to the appointment, the Arbitrators issue a provisional acceptance and disclosure document in consonance with Section 12(1) of the Arbitration Act, provisionally accepting their appointment.
- 19.3.** The disputing parties are given further time of 3 days by the Registrar to object to appointment of the provisionally appointed Arbitrator under Rule 19.2. If neither disputing party objects to appointment of Arbitrator by NLP, the appointment becomes absolute after a lapse of 3 days and all the three Arbitrators shall proceed with the case and submit their declaration as per Section 12 read with schedule 5, 6 and 7 of the Arbitration Act, and also unanimously nominate a Presiding Arbitrator amongst them.

## **20. Qualifications of Arbitrators**

- 20.1.** The qualifications of an Arbitrator nominated or appointed shall be the same as prescribed as per the Arbitration Act, from time to time.

## **21. Administrative Assistance under Ad-Hoc Arbitration**

- 21.1.** Nothing in the NLP Rules shall prevent parties to a dispute or arbitration agreement from naming NLP as the appointing authority in an ad-hoc arbitration (conducted outside the terms of Rule 15 above), without subjecting the arbitration to the provisions contained in the NLP Rules. In such circumstances, NLP may in its discretion act as the appointing authority in accordance with the parties' agreement and provide the online Platform for the facilitation of the arbitration proceedings. The process will be the discretion of the Arbitrator according to section 19 of the Arbitration Act.

## **22. Date of Commencement of Arbitral Proceedings**

- 22.1.** As per Section 21 of the Arbitration Act, the arbitration proceedings should be deemed to commence on the date on which a request for that dispute to be referred to arbitration is received by the respondent.

## **23. Place, Seat, and Venue for Arbitration Proceedings**

**23.1.** Subject to Section 20 of the Arbitration Act and notwithstanding what is mentioned in the Arbitration agreement/clause, the arbitral proceedings under these Rules will be held on the Platform [INSERT STATIC WEB ADDRESS].

**23.2.** The seat of the arbitration shall be Mumbai, unless otherwise agreed by the parties in writing.

## **24. Submissions by Parties**

**24.1.** Unless the Tribunal determines otherwise, the submission of statement of claims and written statements shall proceed as set out in these Rules.

**24.2.** Within the period of time agreed upon by the parties or determined by the arbitral tribunal, the claimant shall state the facts supporting their claim, the points at issue and the relief or remedy sought ('**Statement of Claim**'), and the respondent shall state their defence in respect of these particulars ('**Statement of Defence**'), unless the parties have otherwise agreed as to the required elements of those statements.

**24.3.** The parties may submit with their statements all documents they consider to be relevant or may add a reference to the documents or other evidence they will submit.

**24.4.** The respondent, in support of their case, may also submit a counterclaim or plead a set-off, arising from the same contract(s) or transaction(s), and which counterclaim/set-off shall be adjudicated upon by the arbitral tribunal, if such counterclaim or set-off falls within the scope of the arbitration agreement.

**24.5.** Unless otherwise agreed by the parties, either party may amend or supplement the claim or defence during the course of the arbitral proceedings, unless the arbitral tribunal considers it inappropriate to allow the amendment or supplement having regard to the delay in making it.

**24.6.** The statement of claim and defence under this section shall be completed within a period as directed by the Tribunal.

## **25. Jurisdiction of the Tribunal**

**25.1.** The Arbitral Tribunal may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose-

**25.1.1.** an Arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and

**25.1.2.** a decision by the Arbitral Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the Arbitration clause.

**25.2.** A plea challenging the jurisdiction of the Arbitral Tribunal shall be raised no later than 15 days from the constitution of the Tribunal.

**25.3.** A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised as soon as the matter alleged to be beyond the scope of its authority is raised during the Arbitral proceedings.

**25.4.** The Arbitral Tribunal may, in either of the cases referred to above, admit a later plea if it considers the delay justified.

**25.5.** The Arbitral Tribunal shall determine expeditiously any plea pertaining to its jurisdiction. In the event the Arbitral Tribunal negatively determines any plea pertaining to its jurisdiction, the Tribunal thereafter, shall continue with the Arbitral proceedings and make an Arbitral Award.

**25.6.** A party aggrieved by such an Arbitral Award may make an application for setting aside such an Arbitral Award in accordance with section 34.

## **26. Interim Relief**

**26.1.** The Arbitral Tribunal may, at the request of a party to the arbitration under NLP Rules and as it deems appropriate, issue an order granting an injunction or any other interim and ad-interim relief in respect of any of the following matters, namely: -

**26.1.1.** the preservation, interim custody or sale of any goods which are the subject-matter of the Arbitration agreement;

**26.1.2.** securing the amount in dispute in the Arbitration;

**26.1.3.** the detention, preservation or inspection of any property or thing which is the subject-matter of the dispute in Arbitration, or as to which any question may arise therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;

**26.1.4.** interim injunction or the appointment of a receiver;

**26.1.5.** for freezing the claim amount of a party's bank/salary account and the amount recoverable by a party to the dispute from a third-party upto the claim amount;

**26.1.6.** such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient to secure the interest of the parties;

**26.2.** Any application and any order for such interim measure made prior to the constitution of the Arbitral Tribunal, reference of the dispute to NLP, shall be promptly communicated by the Applicant to the Arbitral Tribunal, NLP and to all the other parties on the Platform.

## **27. Hearings**

**27.1.** Unless otherwise agreed by the Parties, the Arbitration proceedings will be Document-based arbitration only as per these Rules.

**27.2.** The Tribunal shall, if either party so requests and if the Tribunal so decides, hold a hearing for the presentation of evidence and/or for oral submissions on the merits of the dispute, including any issue as to jurisdiction.

**27.3.** The Tribunal shall set the date, and time of any meeting or hearing and shall give the parties reasonable notice. Any oral hearings so scheduled shall be virtual in nature while using any video conferencing application/platform/website.

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

**27.5.** Unless otherwise agreed by the parties, all meetings and hearings shall be in private, and any recordings, transcripts, or documents used in relation to the arbitral proceedings shall remain confidential.

**27.6.** All hearings by the Arbitrator shall be on the Platform.

## **28. Emergency Arbitration**

**28.1.** In cases of exceptional urgency, a party seeking emergency interim relief may apply on the Platform seeking appointment of an emergency Arbitrator. Such request may be concurrent with the filing of the Letter of Request to arbitrate or prior to the constitution of the Arbitral Tribunal. The request for appointment of an emergency Arbitrator and urgent interim reliefs shall include:

**28.1.1.** a brief description of the facts and circumstances giving rise to the need for emergency relief along with supporting reasons/ grounds thereof;

**28.1.2.** the nature of relief sought;

**28.1.3.** confirmation that a copy of the request for appointment of emergency Arbitrator has been sent to all other parties to arbitration under NLP Arbitration Rules;

**28.1.4.** a confirmation that the prescribed fees as the ‘Fee Schedule’ at Annexure IV has been paid (or) an undertaking that it will be paid within 7 days of appointment of the emergency Arbitrator.

**28.2.** The fees paid by a party towards the appointment of an emergency Arbitrator under the NLP Arbitration Rules shall be non-refundable.

**28.3.** NLP shall determine the application/ request for appointment of an emergency Arbitrator within one [1] day of such request, and if granted, appoint an emergency Arbitrator from the Panel within one [1] day of granting such request.

**28.4.** The emergency Arbitrator shall be bound by the rules pertaining to disclosures/declarations, as prescribed under the NLP Arbitration Rules for all Arbitrators.

**28.5.** All hearings by the emergency Arbitrator shall be on the Platform.

**28.6.** The emergency Arbitrator shall fix a schedule for the consideration of the emergency application and interim reliefs within two [2] days of their appointment, and shall ensure a reasonable opportunity of being heard to all the parties before granting any urgent, interim or conservatory measures and proceed to make an order by giving reasons.

**28.7.** The emergency Arbitrator shall pass the Award or order interim reliefs as he/ she finds suitable within a period of fourteen [14] days from the date of appointment of such emergency Arbitrator.

**28.7.1.** Provided that in exceptional circumstances, upon request by the emergency Arbitrator or the parties to arbitration under NLP Arbitration Rules, NLP may grant an exception of additional ten (10) days.

**28.8.** An emergency Arbitrator may not be a constituent of any Arbitral Tribunal in any future arbitration under NLP Rules relating to the dispute, unless agreed by all the parties to the dispute. If the Arbitral Tribunal is not constituted under the NLP Arbitration Rules, any order or Award made by an emergency Arbitrator shall cease to be binding upon the parties after sixty (60) days from the date of such Award.

## **29. Expert Appointed by Arbitral Tribunal**

**29.1.** The Arbitral Tribunal may, following consultation with the parties, appoint an expert to report on specific issues which shall be set out in writing and shall require a party (or parties) to give such expert any relevant information or to produce / provide any relevant document, as it deems fit.

**29.2.** Any such expert appointed by the Arbitral Tribunal shall upload the report of their findings in writing on the Platform which shall be shared with all the parties.

**29.3.** The Arbitral Tribunal may decide to allow parties to file written responses to such reports submitted by such experts, in a form and manner and within the timeline as deemed fit by the Arbitral Tribunal.

**29.4.** The Arbitral Tribunal may decide, if it considers necessary, to request such witness to participate in any hearing.

## **30. Evidence**

**30.1.** In arbitration proceedings under NLP Arbitration Rules, other than Document-based arbitration, evidence will be taken on the declaration given on oath/self-certified and cross examination will be allowed only if the Arbitral Tribunal permits.

**30.2.** The Arbitral Tribunal shall have the sole right to determine the admissibility, relevance, materiality and weight of any evidence as per Section 19 of the Arbitration Act.

**30.3.** All evidence, documents or statements that the parties wish to produce before the Arbitral Tribunal shall be uploaded on the Platform, within the timelines stipulated in NLP Arbitration Rules or as decided by the Arbitral Tribunal.

**30.4.** The Arbitral Tribunal shall have the power to;

**30.4.1.** conduct such enquiries as may appear to be necessary or expedient;

**30.4.2.** order any party to produce before the Arbitral Tribunal and circulate among the other parties for inspection and to supply copies of, any document in their possession, custody or control which the Arbitral Tribunal considers relevant to the case and material to its outcome.

**31. Adjournment** - Adjournments shall be granted by the Tribunal in accordance with the facts and circumstances of the case, and at its discretion. The decision of the Tribunal shall be final and binding.

## **32. Default**

**32.1.** Unless otherwise agreed by the parties, where, without showing sufficient cause –

**32.1.1.** the Claimant fails to communicate their statement of claim as directed, the arbitral tribunal shall terminate the proceedings;

**32.1.2.** the Respondent fails to communicate their statement of defence as directed, the Arbitral Tribunal shall continue the proceedings without treating that failure in itself as an admission of the allegations by the claimant and shall have the discretion to treat the right of the respondent to file such statement of defence as having been forfeited.

**32.1.3.** a party fails to appear at an oral hearing or to produce documentary evidence, the arbitral tribunal may continue the proceedings and make the arbitral award on the evidence before it.

### **33. The Award**

**33.1.** The Tribunal shall, as promptly as possible, after consulting with the parties and upon being satisfied that the parties have no further evidence to produce or submission to make with respect to the matters to be decided in the Award, declare the proceedings closed.

**33.2.** The Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Registrar with request to procure the required stamp papers.

**33.3.** The Tribunal must strive to render the Award expeditiously.

**33.4.** The Tribunal may, on its own motion or upon application of a party but before any Award is made, re-open the proceedings. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties. The decision of the Tribunal in this regard shall be final and binding.

**33.5.** The Award shall be delivered to the Parties and the Registrar. The Parties can apply to the Registrar for additional certified copies of the arbitral award and the Registrar upon such application, shall transmit certified copies to the parties under the seal and signature of NLP.

**33.6.** The Tribunal may award simple or compound interest on any sum which is the subject of the arbitration at such rates as the parties may have agreed or, in the absence of such agreement, as the Tribunal determines to be appropriate, in respect of any period which the Tribunal determines to be appropriate.

**33.7.** In the event of a settlement, and if the parties so request, the Tribunal may make a consent Award recording the settlement. If the parties do not require a consent Award, the parties shall confirm to the Registrar that a settlement has been reached, following which the Tribunal shall be discharged and the arbitration concluded upon full settlement of the costs of the arbitration.

**33.8.** If the arbitration proceedings terminate due to expiry of the time period stipulated in the Act/these Rules, both Parties may apply for an extension in terms of the Arbitration Act.

**33.9.** The Arbitral Award shall be made in accordance with the provisions of Section 31 of the Arbitration Act.

#### **34. Correction of awards, interpretation of awards, and additional awards**

**34.1.** Any correction or modification to the arbitral award issued by the Tribunal, shall be in accordance with the provisions of the Act. However, if a request is made by a party beyond the period of 30 days for correction of the award, the Tribunal may condone the delay if the cause shown is reasonable, and correct the same after due notice to the other party. In such a case, the Tribunal shall pass a reasoned order either allowing or rejecting the plea. The amended/corrected award, if any, shall be sent to the parties and the limitation for filing the Execution Petition or Petition to set aside the award shall be reckoned from the date of the amended/corrected award.

**34.2.** Apart from above, since these proceedings are administered electronically on the Platform, it may result in certain error/mistakes which may alter the proceedings. In such situations, the Arbitrator(s) may suo motu, or on an application correct or recall any technical computer/system generated, secretarial (case management) or any administrative error which are found or reported to the Arbitrator(s), which were not part of or related to the legal process of that proceeding, but as a result of which a proceeding has been disposed of in any manner, and moved in closed category or has been moved to another stage, the Arbitrator(s) has the power to review, recall the order or restore the proceedings back to the stage at the time when the mistake occurred, by an order in writing.

**35. Termination of arbitration proceedings** - The arbitration proceedings under NLP Arbitration Rules shall stand terminated in accordance with the provisions of Section 32 of the Arbitration Act.

**36. Communication** - All communications to the Arbitral Tribunal by one party shall be simultaneously communicated by that party to all other parties and it shall confirm in writing to the Arbitral Tribunal that it has done so or is doing so.

**37. Certified Copies** - On the request of the parties, or on the requisition of the competent Court, a certified copy of the entire records and proceedings of the arbitration case shall be issued by the Registrar under its signature and NLP's seal, after complying with the relevant provisions of the law.

## **38. Applicable Law**

**38.1.** In any arbitration proceedings under NLP Arbitration Rules, other than an international commercial arbitration, the Arbitral Tribunal shall determine the dispute in accordance with the substantive laws of India for the time being in force.

**38.2.** In international commercial arbitration under NLP Arbitration Rules:

**38.2.1.** the Arbitral Tribunal shall decide the dispute in accordance with the rules of law designated by the parties as applicable to the substance of the dispute;

**38.2.2.** any designation by the parties of the law or legal system of a given country shall be construed, unless otherwise expressed, as directly referring to the substantive law of that country and not to its conflict of laws rules;

**38.2.3.** failing any designation of the law under clause (a) by the parties to the dispute under NLP Arbitration Rules, the Arbitral Tribunal shall apply the laws of India unless it considers appropriate to apply the rules of law of any other country, given all the circumstances surrounding the dispute.

**38.2.4.** The Arbitral Tribunal shall decide without being confined to a strict application of the law governing the contract/agreement, only if the parties have expressly authorised it to do so.

**38.2.5.** While deciding and making an Award, the Arbitral Tribunal shall, in all cases, take into account the terms of the contract and trade usages applicable to the transaction.

## **Miscellaneous Provisions**

### **39. Registrar – duties and power to remove difficulties and defects**

**39.1.** The Registrar shall perform all their duties and act in respect of administering the proceedings to be conducted online/electronically on the Platform to ensure that all the proceedings shall be conducted/administered on time, smoothly, effortlessly, effectively, correctly and comfortably, and shall be bound to perform all other duties assigned to them.

**39.2.** In order to conduct the proceedings in the manner as contemplated above, the Registrar has the power to via inspection and internal audit to monitor and supervise the Platform, case management system, secretarial work, timely compliance of the directions given by the Arbitrators, in a periodical manner or from time to time, at their discretion.

**39.2.1.** The Registrar may periodically examine and evaluate any proceedings under the NLP Arbitration Rules and case files on the Platform to ensure that the timelines prescribed under the NLP Arbitration Rules are not extended without any justifiable reasons.

**39.3.** The Registrar shall have limited authority to correct only clerical, technical, system-generated, or administrative errors, which (i) are non-adjudicative in nature, (ii) do not arise from, give effect to, or modify any order, direction, or decision of the Arbitral Tribunal, and (iii) do not affect the merits of the dispute or the substantive rights of any party.

**39.4.** Where such an error has resulted in the incorrect tagging, listing or closure, or procedural movement of a proceeding on the Platform, the Registrar may, by a reasoned written administrative order, correct such error solely for the purpose of restoring procedural continuity.

**39.5.** The Registrar shall not have the power to:

**39.5.1.** Recall, review, vary, or nullify any order or award of the Arbitral Tribunal;

**39.5.2.** Revive proceedings terminated pursuant to an order of the Arbitral Tribunal;

**39.5.3.** Decide any issue touching upon jurisdiction, limitation, merits, or procedure governed by the Arbitration Act.

**39.6.** Where the Registrar forms the view that rectification may overlap with an order or direction of the Arbitral Tribunal, the Registrar shall place the matter before the Tribunal in writing, and only the Tribunal shall pass appropriate directions.

**39.7.** Any rectification under this Rule shall be without prejudice to the rights of the parties to raise objections before the Arbitral Tribunal or a competent court.

## **40. Protection against any act done in good faith**

**40.1.** No suit or other legal proceeding shall be taken against the Arbitrator, Case Manager, Registrar, NLP or any officer, employee, director or agent of NLP in relation to any act and proceeding done in good faith under the NLP Arbitration Rules.

**40.2.** NLP, Arbitrator, Registrar, Case Manager or any officer, employee, director or agent of NLP shall not be made a party to any proceedings, appeal or application to set aside the Order, Award, Settlement Agreement et cetera.

## **41. Maintenance of data and records by NLP**

**41.1.** NLP shall keep the data of the parties to any proceeding under the NLP Arbitration Rules in its systems and the records thereof shall be stored confidentially and securely.

**41.2.** Unless agreed otherwise between NLP and any party to the proceeding under the NLP Arbitration Rules, NLP shall maintain the data of all proceedings under the NLP Arbitration Rules for a period of [four] years from the date of issuance of the Arbitration Award.

**41.3.** In case any Arbitration Award is appealed or application has been filed to set it aside, the party making such appeal/application shall promptly notify NLP and NLP shall maintain the data and records of all such proceedings till the disposal of such proceedings, unless agreed otherwise between NLP and any party to the proceeding under the NLP Arbitration Rules.

**41.4.** NLP may erase all the data and records pertaining to any proceedings under the NLP Arbitration Rules after the expiry of the time period as specified above in these Rules.

## **42. Confidentiality**

**42.1.** NLP, the Registrar, Arbitrators, and the parties shall not disclose the details of any proceedings under the NLP Arbitration Rules and shall keep confidential all matters relating to such proceedings, except in case where it is required to be disclosed by law or regulations.

## **43. Exclusion of Liability**

**43.1.** To the maximum extent permitted by applicable law, the parties jointly and severally waive and release NLP, the Registrar, Arbitrators, Case Managers, officers, employees, vendors, and agents from any liability arising out of any act or omission undertaken **in good faith** in the course of administering or conducting proceedings under the NLP Arbitration Rules.

**43.2.** This exclusion shall not apply to acts involving, (i) fraud, (ii) wilful misconduct, or (iii) actions taken in conscious disregard of mandatory provisions of law.

**43.3.** Nothing in these Rules shall be construed as excluding or limiting any remedy which cannot lawfully be excluded under the Arbitration and Conciliation Act, 1996.

#### **44. Language**

**44.1.** The language of all proceedings under the NLP Arbitration Rules shall be in English, subject to the agreement between the parties. Further, if either Party is unable to speak in English or the chosen language, then a Case Manager who speaks the specific language will be appointed to assist the parties.

**44.2.** In case both parties to any proceeding under the NLP Arbitration Rules request for the proceedings be conducted in any other Indian language other than English, then NLP shall endeavour to accede to such requests. However, in the absence of suitable arbitrators or other issues, NLP may reject such request, and in which event, the arbitration shall be conducted in English. The decision of NLP in this regard shall be final.

**44.3.** If any document filed by any party is in a language other than English, the party filling such document shall simultaneously furnish an English translation of such documents.

#### **45. Procuring a verified copy**

**45.1.** Any party to a proceeding under the NLP Arbitration Rules, or any other affected party, who may require a verified copy of the Award or proceedings (pursuant to an order of the court or otherwise) shall provide a request for the same at [INSERT] or to the Registrar and make the payment of a fee as applicable from time to time.

**45.2.** The Registrar may supply a certified copy as per these Rules to any other affected party who is not a party to the proceedings conducted on the Platform, subject to prior sanction of the parties.

#### **46. Amendment to NLP Arbitration Rules**

**46.1.** NLP shall have the sole right to make any amendments in NLP Arbitration Rules, its schedules, fees etc., as it deems fit and necessary.

**46.2.** It is clarified that any amendments to these Rules shall apply prospectively and shall not affect arbitral proceedings already commenced, unless all parties expressly agree in writing.

**47. Working Hours** - The parties may upload their Pleadings on the Platform at any time, as prescribed under the NLP Arbitration Rules by the Registrar or the Mediator.

## **48. Notices and Communication**

**48.1.** For the purposes of the NLP Arbitration Rules, any notice, communication or proposal shall be through electronic communication.

**48.2.** Electronic communication through NLP can be sent through any one of the following means/ modes of electronic communication - at the last known registered mobile number, or email address, as mentioned in the agreement between the parties or as mentioned in other communications stated by the party;

**48.2.1.** On completion of any one of the following conditions, service/delivery of electronic communications will be considered successfully delivered when:

**48.2.1.1.** the e-mail sent has not 'bounced back';

**48.2.1.2.** the SMS sent has not received a failure of delivery notification;

**48.2.1.3.** the message sent through an instant messaging application, like WhatsApp etc. has not received a failure of delivery notification;

**48.3.** In situations when either party has not logged on to the Platform, the Case Manager will call such party's registered mobile number provided while registering on the Platform to inform the party that the proceedings under NLP Arbitration Rules have been initiated. On making such voice call by Case Manager, the service would be deemed to be completed in case:

**48.3.1.** the call is completed with the party, necessary details have been shared with them, and if during the conversation she has not denied being the party to the dispute; or

**48.3.2.** if the party has rejected the call.

**48.4.** All communications and exchange of documents during any proceedings under NLP Arbitration Rules shall be done through the Platform.

**49. Waiver of the right to object** - Any party who proceeds with the proceedings under the NLP Arbitration Rules with the knowledge that any provision or requirement of these Rules has not been complied with, yet fails to state his objection thereto in writing, shall be deemed to have waived their right to object.

**50. Succession** - In a situation, where NLP ceases to exist (for any reason whatsoever), the parties shall be at liberty to choose a new institution for their dispute resolution mechanism.

## **51. The Platform**

**51.1.** NLP shall facilitate the proceedings under these Rules on the Platform and provide associated administrative services which includes sending Notices, filing cases, appointment of Arbitrators, uploading documents, communication through electronic modes, e-signature, e-stamping and all the services required till the passing of the Award or until termination of proceedings.

**51.2.** All parties to any proceedings under the NLP Arbitration Rules shall register themselves on the Platform, in a form and manner as prescribed on the Platform.

## **52. Jurisdiction**

**52.1.** Any objection by a party to the existence or, to the competence of NLP to administer the dispute on the NLP Platform prior to appointment of the Arbitrator, shall be placed in the first instance before the Registrar.

**52.2.** If the Registrar sustains the objection, the dispute resolution proceedings shall be terminated.

## **53. No Suit/Prosecution/Legal Proceeding to Lie**

**53.1.** No suit, prosecution or other legal proceeding shall lie against the Central Government or a State Government or any officer of such Government, or the Member or Officer or employee of the Council or an Arbitrator, conciliator or mediator, Case Managers, NLP and its employees for a thing which is done or is intended to be done in good faith under this Act or the rules or regulations made thereunder.