

NoLegalPaisha Arbitration Rules

Kaahmucjee Solution Private Limited (KSPL) · www.nolegalpaisha.com

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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, before the dispute arose, agreed in writing to submit their disputes to arbitration administered by NoLegalPaisa (hereinafter “**NLP**”) or under these Rules;
 - 1.2.2** the parties have, after the dispute arose, agreed in writing (including electronically on the Platform) to refer the dispute to arbitration administered by NLP; or
 - 1.2.3** a Court has referred the parties to arbitration administered by NLP or under these Rules, in accordance with Rule 7.
- 1.3** These Rules shall apply as in force on the date of commencement of arbitration unless the parties expressly agree otherwise.
- 1.4** NoLegalPaisa is a platform owned and operated by Kaahmuchee Solution Private Limited (“**KSPL**”), a private limited company. In these Rules, a reference to NLP acting as the administering institution is a reference to KSPL, acting through the Registrar, the Case Managers and its other authorised personnel.

2 Governing Law and Mandatory Provisions

- 2.1** Where parties have agreed to refer their disputes to NLP for resolution through arbitration, they shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with the Arbitration and Conciliation Act, 1996 (“**Arbitration Act**”) and these Rules, as amended from time to time (subject to Rule 2.2). These Rules include the Fee Schedule and any practice directions issued by NLP under these Rules and published on the Platform.
- 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** NLP may, as part of its services, make the Platform available to the parties for sending notices and correspondence. NLP acts only as an administering institution. It does not exercise any adjudicatory function, does not decide any issue in dispute, and does not assume any adjudicatory role in connection with such notices or correspondence.

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**” or “**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 additional arbitral award made by the Arbitral Tribunal under the Arbitration Act, and includes an award on agreed terms under section 30 of the Arbitration Act. An order of an Emergency Arbitrator under Rule 28 is an order, and not an Award.
- 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 or through NLP, the Arbitral Tribunal or a party in connection with proceedings under these Rules.
- 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** “**Emergency Arbitrator**” shall mean an arbitrator appointed by NLP under Rule 28;
- 3.11** “**Document**” shall have the meaning assigned to it in the Bharatiya Sakshya Adhiniyam, 2023, and includes an electronic record. The Arbitral Tribunal is not bound by that Adhiniyam, and the admissibility, relevance, materiality and weight of any document shall be determined by the Arbitral Tribunal under Rule 30.2;
- 3.12** “**Fee Schedule**” shall mean the schedule of fees for arbitration under these Rules published by NLP on the Platform, as applicable under Rule 1.3;
- 3.13** “**Letter of Request**” shall mean the request made by the Claimant to NLP on the Platform, in the form prescribed under Rule 6, to administer arbitration proceedings under these Rules;
- 3.14** “**Panel**” shall mean the arbitrators empanelled with NLP and listed on the Platform;
- 3.15** “**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.
- 3.16** “**Pre-Arbitration Notice**” shall mean the notice by which the Claimant requests that the dispute be referred to arbitration, within the meaning of section 21 of the Arbitration Act;
- 3.17** “**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.
- 3.18** “**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;
- 3.19** “**NLP Dispute Resolution Clause**” shall mean the dispute resolution clause in an agreement between the parties to resolve their dispute through negotiation, mediation, conciliation or arbitration 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:
- 3.19.1** in writing, as a clause which is a part of the main contract between the parties or as a separate arbitration agreement; or

- 3.19.2** agreed to by the parties electronically on the Platform, the record of which maintained on the Platform shall be evidence of an agreement in writing under section 7 of the Arbitration Act.
- 3.20** “**NLP ODR Platform**” or “**Platform**” shall mean the internet-based legal-tech and dispute resolution platform owned and operated by KSPL under the name NoLegalPaisa, at www.nolegalpaisa.com;
- 3.21** “**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.
- 3.22** “**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.
- 3.23** the terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to this entire NLP Arbitration Rules;
- 3.24** reference to a gender shall include references to the female, male and neutral gender;
- 3.25** 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;
- 3.26** the singular includes the plural (and vice versa);
- 3.27** 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;
- 3.28** reference to the words “include” or “including” shall be construed without limitation;
- 3.29** reference to “signature” under these Rules shall include an electronic signature or electronic authentication technique recognised under the Information Technology Act, 2000;
- 3.30** reference to arbitration proceedings under NLP Arbitration Rules shall include ‘international commercial arbitration’ as defined in the Arbitration Act;
- 3.31** a time of day is a reference to Indian Standard Time.
- 3.32** unless otherwise stated, a reference to a number of days is a reference to Business Days, being days other than a Saturday, Sunday or a national or public holiday on which NLP is open for its ordinary business activities; provided that any period prescribed by the Arbitration Act or any other law (whether or not restated in these Rules) shall be computed in accordance with that law, and any period expressed in months shall be computed in calendar months;
- 3.33** any reference to these Rules or the NLP Arbitration Rules includes the Fee Schedule and any practice directions issued by NLP under these Rules, as published on <https://www.nolegalpaisa.com>;
- 3.34** words and abbreviations which have well known technical, trade or commercial meaning, are used in these NLP Arbitration Rules in accordance with such meaning;
- 3.35** 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** Unless the parties agree otherwise, and subject to Rule 4.4, arbitration proceedings under these Rules shall ordinarily be conducted as Document-based Arbitration, on the basis of the pleadings, documents and written submissions filed by the parties.
- 4.4** Provided that the Arbitral Tribunal shall hold an oral hearing if a party so requests, unless the parties have agreed in writing that no oral hearing shall be held (section 24(1) of the Arbitration Act), and may hold an oral hearing on its own motion where it considers it necessary. Where an oral hearing is held, the fee for arbitration with hearings under the Fee Schedule shall apply, with credit for the fee already paid.
- 4.5** The Arbitral Tribunal shall treat the parties with equality, and each party shall be given a full opportunity to present its case (section 18 of the Arbitration Act).
- 4.6** The Registrar may decline to register a Letter of Request where the dispute is manifestly incapable of settlement by arbitration under the law for the time being in force. Any such decision is administrative and is without prejudice to the power of the Arbitral Tribunal to rule on its own jurisdiction under Rule 25.
- 4.7** Nothing in these Rules shall be construed as taking away any right that a consumer may have to pursue a remedy before a Consumer Disputes Redressal Commission under the Consumer Protection Act, 2019.

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 not a Business Day, the period is extended until the first Business Day which follows. Periods prescribed by the Arbitration Act or any other law shall be computed in accordance with that law.

6 Commencement of Arbitration

- 6.1** Arbitration shall commence in accordance with section 21 of the Arbitration Act.

- 6.2** A party wishing to commence an arbitration under these Rules (“**Claimant**”) shall file with the Registrar a Letter of Request (request for arbitration) in the prescribed format on the Platform, which shall include:
- 6.2.1** Full name and contact details of the parties to arbitration (including full address of both parties, email addresses (where available) 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** Proof of payment of the fees payable on filing under the Fee Schedule;
 - 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** such other documents and information relevant to the dispute as the Claimant considers fit.
- 6.3** The Claimant may, at its option and cost, engage an advocate (including an advocate available through the Platform) to draft the Pre-Arbitration Notice. NLP, as the administering institution, shall not draft, settle or advise on the Pre-Arbitration Notice or any pleading of a party.

- 6.4** A party may use the Platform for the delivery of the Pre-Arbitration Notice. The constitution of the Arbitral Tribunal shall not be hindered by any controversy as to the sufficiency of the Pre-Arbitration Notice, which shall be finally resolved by the Arbitral Tribunal.

7 Arbitration under Court Order

If any Court makes an order directing that an arbitration be held under these Rules or on the Platform, the Claimant shall, in addition to the documents listed in Rule 6, file that order or a certified copy of it. Where the Court has itself appointed the Arbitral Tribunal or prescribed the manner of its constitution, the order of the Court shall prevail, and Rule 15 shall apply only to the extent consistent with it.

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, together with a copy 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 Pre-Arbitration Notice.
- 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 Dispute Resolution Clause exists between the parties and one party has filed a suit in any court in respect of the same subject matter, the arbitration under these Rules may, upon request by the other party, be commenced or continued (as contemplated by section 8(3) of the Arbitration Act), and any objection to jurisdiction by the party who instituted the suit shall be recorded and decided by the Arbitral Tribunal. The party seeking to continue the arbitration shall, if served in such suit, file the necessary application(s) to apprise the court of the existence of the NLP Dispute Resolution Clause. This Rule is subject to any order of a competent court.

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, subject to the law of limitation.
- 11.2** If any information or particulars furnished by the Claimant are found at any time to be incorrect or false, NLP may, after giving the Claimant an opportunity to explain, decline to administer,

or discontinue the administration of, the arbitration. Where the Arbitral Tribunal has been constituted, the matter shall instead be placed before the Arbitral Tribunal for appropriate directions.

12 Termination of Proceedings Due to Default by the Respondent

- 12.1** Where the arbitration is not commenced under an NLP Dispute Resolution Clause or an order of a Court, and the Respondent fails to respond to the Communications under Rules 8.1 and 8.4 and register on the Platform, or declines to consent to arbitration under these Rules, the arbitration proceedings shall be terminated on the expiry of 7 days from the date of the Communication under Rule 8.4.
- 12.2** Where the arbitration is commenced under (i) an order of a Court and/or (ii) an NLP Dispute Resolution Clause, the arbitration shall proceed notwithstanding the non-participation of, or any objection by, the Respondent, and any objection to jurisdiction shall be decided by the Arbitral Tribunal under Rule 25.
- 12.3** The provisions of this Rule 12 are subject to Rule 13.

13 Ex-Parte Arbitration Proceedings upon Default by the Respondent

- 13.1** Notwithstanding anything to the contrary, where the arbitration is commenced under (i) an order of a Court and/or (ii) an NLP Dispute Resolution Clause, and the Respondent fails to respond to the Communications under Rules 8.1 and 8.4 and register on the Platform, or declines to participate, the arbitration proceedings shall continue on an ex-parte basis.
- 13.2** Before proceeding ex-parte, the Arbitral Tribunal shall satisfy itself, and record, that all reasonable steps have been taken to notify the Respondent, including service of the Pre-Arbitration Notice, the Letter of Request and the notice of each hearing by at least two of the modes in Rule 50, at least one of which is directed to the address or electronic contact details given in the underlying contract or last known to the Claimant and provides a record of delivery.
- 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 the Respondent under Rule 13.3 shall only be from the stage at which the Respondent joins the arbitration, and shall not revive any right that the Respondent could have exercised at an earlier stage, unless the Arbitral Tribunal, for sufficient cause shown and on such terms as to costs as it thinks fit, permits otherwise.

14 Appointment of Case Manager and Pre-Proceeding Call

- 14.1** NLP's internal calling team or the Case Manager shall conduct a Pre-Proceeding Call to inform the parties of the registration of the dispute for arbitration.
- 14.2** NLP shall appoint a Case Manager within three (3) days 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 by the Respondent as contemplated in Rules 12 and 13:
 - 14.3.1** in the event of termination of proceedings under Rule 12, no Case Manager need be appointed;

14.3.2 in the event of ex-parte proceedings under Rule 13, the Case Manager shall send all invitations and notices pertaining to the arbitration to the contact details of the Respondent, in accordance with Rule 50.

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 Dispute Resolution Clause, on receipt of the Letter of Request, NLP will issue an initiation notice to the parties informing them of the initiation of the dispute. The parties may, within 3 days from issuance of the initiation notice, jointly nominate a sole Arbitrator, or jointly propose a list of up to three Arbitrators, from the Panel.

15.3 No joint nomination –

15.3.1 On the lapse of the time mentioned in Rule 15.2, if the parties have not jointly nominated an Arbitrator, the Registrar shall provisionally appoint an Arbitrator from the Panel. The Arbitrator shall issue a provisional acceptance and disclosure document in accordance with section 12(1) of, and the Sixth Schedule to, the Arbitration Act, provisionally accepting the appointment.

15.3.2 The parties shall have a further three days from the date of the provisional appointment to object to the provisionally appointed Arbitrator. If a party objects in writing within that period, stating its reasons, the Registrar shall consider the objection and may appoint another Arbitrator from the Panel in the same manner; any objection raised thereafter shall be treated as a challenge under Rules 16 and 17. If no party objects, the appointment becomes absolute on the lapse of three days from the date of the provisional appointment, and the Arbitrator shall proceed with the case and submit their declaration under section 12 of, read with the Fifth, Sixth and Seventh Schedules to, the Arbitration Act.

15.4 Only one party nominates –

15.4.1 If, on the lapse of the time stated in the notice under Rule 15.2, only one party has nominated an Arbitrator (or proposed a list), the nomination shall not bind the other party. The Registrar shall provisionally appoint an Arbitrator from the Panel, who shall not be the person nominated by that party unless the other party expressly agrees in writing, and the process in Rules 15.3.1 and 15.3.2 shall be followed.

15.5 Joint nomination –

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 parties jointly propose a list of three Arbitrators (within the time mentioned in Rule 15.2), the Registrar shall appoint one of the Arbitrators so proposed, having regard to their experience, availability and the absence of any conflict,

subject to the consent and availability of that Arbitrator. Thereafter, the process in Rule 15.3.2 shall be followed.

- 15.6** For disputes not under an NLP Dispute Resolution Clause, the Registrar shall issue a notice for the appointment of the Arbitral Tribunal only after receipt of the Respondent's consent to arbitration under these Rules. The parties may, within 3 days from issuance of that notice, jointly nominate an Arbitrator or jointly propose a list of up to three Arbitrators from the Panel, and the appointment shall be made in terms of Rules 15.3, 15.4 and 15.5.
- 15.7** The Registrar shall not appoint any person who is ineligible under section 12(5) of, read with the Seventh Schedule to, the Arbitration Act. In making appointments, the Registrar shall follow a fair allocation process across the Panel and shall have regard to the grounds in the Fifth Schedule to the Arbitration Act, including repeat appointments in matters involving the same party.
- 15.8** No party shall have the right unilaterally to appoint a sole Arbitrator, and no agreement (including any enterprise or bulk-filing arrangement between NLP and a party) shall confer on one party alone the power to select the Arbitrator.

16 Challenge to Appointment of Arbitrators

- 16.1** An Arbitrator's appointment may be challenged only if circumstances exist that give rise to justifiable doubts as to the Arbitrator's independence or impartiality, or if the Arbitrator does not possess the qualifications agreed to by the parties (section 12(3) of the Arbitration Act).
- 16.2** A party may challenge an Arbitrator appointed by it, or in whose appointment it has participated, only for reasons of which it becomes aware after the appointment has been made (section 12(4) of the Arbitration Act).

17 Procedure to Challenge Appointment of Arbitrator/s

- 17.1** A party who intends to challenge the appointment of an Arbitrator shall send a written notice of challenge within fifteen (15) days after becoming aware of the constitution of the Arbitral Tribunal or of any circumstances referred to in section 12(3) of the Arbitration Act (section 13(2)).
- 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** If the other party does not agree to the challenge and the challenged Arbitrator does not withdraw, the Arbitral Tribunal shall decide on the challenge (section 13(3) of the Arbitration Act). If the challenge is not successful, the Arbitral Tribunal shall continue the arbitral proceedings and make an Award, and the challenging party may apply to set aside the Award under section 34 of the Arbitration Act (section 13(4) and (5)).
- 17.5** Neither the agreement of the other party nor the withdrawal of the Arbitrator under Rule 17.3 shall imply acceptance of the validity of any ground of challenge. Where an Arbitrator's mandate terminates on a challenge, the Registrar shall appoint a substitute Arbitrator in accordance with 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 (including by death), or for other reasons fail to act without undue delay; or
 - 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 may be 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 the Panel within the time stated in the notice under Rule 15.2, and the two Arbitrators so appointed shall, within 7 days of the appointment of the second of them, appoint the third Arbitrator from the Panel, who shall act as the Presiding Arbitrator.
- 19.2** If a party fails to nominate an Arbitrator within the time stated, or the two Arbitrators fail to agree on the third Arbitrator within 7 days, the Registrar shall provisionally appoint the Arbitrator(s) concerned from the Panel. Each Arbitrator so appointed shall issue a provisional acceptance and disclosure document in accordance with section 12(1) of, and the Sixth Schedule to, the Arbitration Act.
- 19.3** The parties shall have a further 3 days from the date of a provisional appointment under Rule 19.2 to object to it, and Rule 15.3.2 shall apply to any objection. If no party objects, the appointment becomes absolute on the lapse of 3 days, and the Arbitrators shall proceed with the case and submit their declarations under section 12 of, read with the Fifth, Sixth and Seventh Schedules to, the Arbitration Act.
- 19.4** Where there is more than one Arbitrator, any decision of the Arbitral Tribunal shall be made by a majority of its members, and questions of procedure may be decided by the Presiding Arbitrator if so authorised by the parties or all the members of the Arbitral Tribunal (section 29 of the Arbitration Act).

20 Qualifications of Arbitrators

- 20.1** An Arbitrator shall possess such qualifications and experience as may be specified under the Arbitration Act from time to time, any qualifications agreed to by the parties, and the eligibility criteria prescribed by NLP for empanelment on the Panel.

21 Administrative Assistance under Ad-Hoc Arbitration

- 21.1** Nothing in these Rules shall prevent the parties to a dispute or arbitration agreement from naming NLP as the appointing authority in an ad hoc arbitration (conducted outside Rule 15), without subjecting the arbitration to the other provisions of these Rules. In such circumstances, NLP may, in its discretion, act as the appointing authority in accordance with the parties' agreement and make the Platform available for the arbitration. The procedure shall be as agreed by the parties or, failing such agreement, as determined by the arbitral tribunal under 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 shall 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** Unless otherwise agreed by the parties, the arbitral proceedings under these Rules shall be conducted online on the Platform (www.nolegalpaisa.com), where hearings, meetings and consultations may be held under section 20(3) of the Arbitration Act. Conducting the proceedings online shall not by itself determine the seat of arbitration.
- 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 and the counterclaim fee under the Fee Schedule has been paid.
- 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 Rule shall be completed within the period directed by the Arbitral Tribunal and, in any event, within six months from the date on which the Arbitrator (or all the Arbitrators) received notice in writing of their appointment (section 23(4) of the Arbitration Act).

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 that the Arbitral Tribunal does not have jurisdiction shall be raised not later than the submission of the statement of defence (section 16(2) of the Arbitration Act). A party shall not be precluded from raising such a plea merely because it has appointed, or participated in the appointment of, an Arbitrator.
- 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 decide any plea as to its jurisdiction expeditiously. Where the Arbitral Tribunal rejects such a plea, it shall continue with the arbitral proceedings and make an Award (section 16(5) of the Arbitration Act).
- 25.6** A party aggrieved by such an Award may apply to set it aside in accordance with section 34 of the Arbitration Act.

26 Interim Relief

- 26.1** The Arbitral Tribunal may, during the arbitral proceedings and under section 17 of the Arbitration Act, at the request of a party to the arbitration under these 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** securing the amount in dispute by directing a party to deposit that amount or furnish security, or by restraining a party from dealing with identified bank accounts, receivables or other assets of that party, up to the amount in dispute and subject to the exemptions from attachment under applicable law (including section 60 of the Code of Civil Procedure, 1908);

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 Where a party has applied to a Court for interim measures under section 9 of the Arbitration Act, whether before or after the reference of the dispute to NLP, it shall promptly inform the Registrar, the Arbitral Tribunal (if constituted) and all other parties through the Platform, and shall upload a copy of the application and of any order made on it.

26.3 Save in cases of urgency, an interim measure shall be ordered only after the other party has been given an opportunity of being heard. An order under this Rule shall be deemed to be an order of the Court for all purposes and shall be enforceable as provided in section 17(2) of the Arbitration Act.

27 Hearings

27.1 Unless otherwise agreed by the parties, the arbitration shall be a Document-based Arbitration, subject to Rule 4.4.

27.2 The Arbitral Tribunal shall hold a hearing for the presentation of evidence or for oral argument if a party so requests (unless the parties have agreed in writing that no oral hearing shall be held), and may do so on its own motion, including on any issue as to jurisdiction.

27.3 The Arbitral Tribunal shall fix the date and time of any meeting or hearing and shall give the parties reasonable advance notice. Hearings shall be held virtually on the Platform or through a video-conferencing facility integrated with or approved by NLP. A physical hearing may be held only if all the parties agree or the Arbitral Tribunal so directs for reasons recorded, and its additional cost shall be borne as provided in the Fee Schedule, subject to the Arbitral Tribunal's decision on costs.

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 NLP may, at the direction of the Arbitral Tribunal and with prior notice to the parties, arrange for the recording or transcription of a hearing. Any recording or transcript shall form part of the confidential record of the arbitration. No party shall otherwise record a hearing without the permission of the Arbitral Tribunal.

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** confirmation that the fee for the Emergency Arbitrator under the Fee Schedule has been paid, or an undertaking that it will be paid within 7 days of the appointment of the Emergency Arbitrator.
- 28.2** The fees paid towards the appointment of an Emergency Arbitrator shall be non-refundable once the Emergency Arbitrator has been appointed. If NLP declines the application under Rule 28.3, the fees shall be refunded in accordance with the Fee Schedule.
- 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 make an order, with reasons, granting or refusing the interim relief sought within fourteen (14) days from the date of their appointment.
- 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 shall not be a member of any Arbitral Tribunal in an arbitration relating to the dispute, unless all the parties agree. The order of the Emergency Arbitrator shall bind the parties, who shall comply with it without delay. The Arbitral Tribunal, once constituted, may confirm, modify or vacate the order. If the Arbitral Tribunal is not constituted within sixty (60) days from the date of the order, the order shall cease to bind the parties.
- 28.9** This Rule shall not prevent a party from applying to a competent Court for interim measures under section 9 of the Arbitration Act.

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, if a party so requests or if it considers it necessary, require the expert, after delivery of the report, to participate in an oral hearing where the parties have the opportunity to put questions to the expert and to present expert witnesses on the points at

issue (section 26(2) of the Arbitration Act). Unless otherwise agreed by the parties, the expert shall, on the request of a party, make available to that party for examination all documents, goods or other property in the expert's possession with which the expert was provided to prepare the report (section 26(3)).

30 Evidence

- 30.1** In arbitration proceedings other than Document-based Arbitration, evidence shall ordinarily be taken on affidavit or by a statement verified by a declaration of truth, and cross-examination shall be allowed only if the Arbitral Tribunal permits.
- 30.2** The Arbitral Tribunal shall have the power to determine the admissibility, relevance, materiality and weight of any evidence (section 19(4) of the Arbitration Act), and shall not be bound by the Code of Civil Procedure, 1908 or the Bharatiya Sakshya Adhiniyam, 2023.
- 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.
 - 30.4.3** apply, or permit a party to apply, to the Court for assistance in taking evidence under section 27 of the Arbitration Act.

31 Adjournment

Adjournments shall be granted by the Arbitral Tribunal only where sufficient cause is made out. The Arbitral Tribunal may impose costs, including exemplary costs, on a party seeking an adjournment without sufficient cause (section 24(1) of the Arbitration Act), and may direct that any additional fee under the Fee Schedule be borne by that party.

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 Arbitral Tribunal's declaration that the proceedings are closed shall be communicated to the parties and to the Registrar. The Registrar shall arrange for the Award to be stamped as required by the applicable stamp law, at the cost of the parties as provided in the Fee Schedule, subject to the Arbitral Tribunal's decision on costs.
- 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, subject to the Arbitration Act.
- 33.5** The Award, signed by the Arbitrator(s), shall be delivered to each party and to the Registrar (section 31(5) of the Arbitration Act). The parties may apply to the Registrar for additional certified copies, and the Registrar shall, upon such application and payment of the fee under the Fee Schedule, transmit certified copies to the parties under the seal and signature of NLP.
- 33.6** The Arbitral Tribunal may award interest in accordance with section 31(7) of the Arbitration Act, at such rate as the parties may have agreed or, in the absence of agreement, as the Arbitral Tribunal considers reasonable, for such period as it considers appropriate.
- 33.7** In the event of a settlement, the Arbitral Tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the Arbitral Tribunal, record the settlement in the form of an Award on agreed terms, which shall have the same status and effect as any other Award (section 30 of the Arbitration Act). If the parties do not require an Award on agreed terms, they shall confirm the settlement to the Registrar, whereupon the Arbitral Tribunal shall be discharged and the arbitration concluded, subject to payment of the costs of the arbitration.
- 33.8** Where the period for making the Award under section 29A of the Arbitration Act is due to expire, the parties may by consent extend it by not more than six months, and any further extension may be sought from the Court by either party, failing which the mandate of the Arbitral Tribunal shall terminate as provided in section 29A.
- 33.9** The Award shall be made in accordance with section 31 of the Arbitration Act. It shall be in writing and signed, shall state the reasons on which it is based (unless the parties have agreed otherwise or it is an Award on agreed terms), and shall state its date and the place of arbitration.
- 33.10** In an arbitration other than an international commercial arbitration, the Award shall be made within twelve months from the date of completion of pleadings under Rule 24.6. In an international commercial arbitration, the Arbitral Tribunal shall endeavour to make the Award within that period (section 29A(1) of the Arbitration Act).
- 33.11** The Arbitral Tribunal shall decide the costs of the arbitration, including the fees and expenses of the Arbitrator(s) and witnesses, legal fees and expenses, and NLP's fees under the Fee Schedule, in accordance with section 31A of the Arbitration Act. As a general rule, the unsuccessful party shall be ordered to pay the costs of the successful party, but the Arbitral Tribunal may make a different order for reasons to be recorded in writing.

34 Correction of Awards, Interpretation of Awards, and Additional Awards

- 34.1** Any correction of computation, clerical, typographical or similar errors, interpretation of a point or part of the Award, or additional Award shall be made in accordance with, and within the periods specified in, section 33 of the Arbitration Act. No fee shall be charged for the correction of an error made by the Arbitral Tribunal. The period of limitation for an application to set aside the Award, or for its enforcement, shall be as provided in the Arbitration Act and the law of limitation.
- 34.2** Since proceedings under these Rules are administered electronically, technical, system-generated, secretarial or administrative errors may occur. Where, before the final Award is made, such an error (not being part of or related to the legal process) results in a proceeding being disposed of, closed or moved to another stage, the Arbitral Tribunal may, suo motu or on an application, by an order in writing, recall the resulting step and restore the proceeding to the stage at which the error occurred. After the final Award is made, the Arbitral Tribunal shall have only the powers available to it under section 33 of the Arbitration Act.

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 Rule 38.2.1 by the parties, the Arbitral Tribunal shall apply the rules of law it considers to be appropriate given all the circumstances surrounding the dispute (section 28(1)(b)(iii) of the Arbitration Act).

- 38.3** The Arbitral Tribunal shall decide *ex aequo et bono* or as *amiable compositeur* only if the parties have expressly authorised it to do so (section 28(2) of the Arbitration Act).
- 38.4** While deciding and making an Award, the Arbitral Tribunal shall, in all cases, take into account the terms of the contract and the trade usages applicable to the transaction (section 28(3) of the Arbitration Act).

39 Fast Track Procedure

- 39.1** The parties may, at any stage before or at the time of the appointment of the Arbitral Tribunal, agree in writing to have their dispute resolved by fast track procedure under section 29B of the Arbitration Act. They may also agree that the Arbitral Tribunal shall consist of a sole Arbitrator chosen by them from the Panel.
- 39.2** In a fast track procedure, the Arbitral Tribunal shall decide the dispute on the basis of the written pleadings, documents and submissions filed by the parties without any oral hearing; may call for any further information or clarification; shall hold an oral hearing only if all the parties so request or if it considers an oral hearing necessary to clarify certain issues; and may dispense with any technical formalities.
- 39.3** The Award in a fast track procedure shall be made within six months from the date on which the Arbitral Tribunal enters upon the reference. If it is not, sub-sections (3) to (9) of section 29A of the Arbitration Act shall apply.
- 39.4** A Document-based Arbitration under Rule 4.3 is not a fast track procedure unless the parties have agreed to it in writing under Rule 39.1.

40 Fees, Deposits and Costs

- 40.1** The fees and charges payable for arbitration under these Rules are set out in the Fee Schedule, which forms part of these Rules. All amounts are exclusive of applicable taxes, which shall be charged as provided in the Fee Schedule.
- 40.2** Unless otherwise agreed, NLP's administration (platform) fee shall be paid by the Claimant on filing the Letter of Request, and by the Respondent on filing any counterclaim.
- 40.3** The Arbitrator's fees and expenses shall be deposited, as an advance for costs, in equal shares by the Claimant and the Respondent, with a separate deposit for any counterclaim (section 38 of the Arbitration Act). If a party fails to pay its share, the other party may pay that share. If neither party pays the share in respect of a claim or counterclaim, the Arbitral Tribunal may suspend or terminate the proceedings in respect of that claim or counterclaim.
- 40.4** Where the Fee Schedule does not fix the Arbitrator's fee for a category of case, the fee shall be stated in the letter of appointment and accepted by the parties before the Arbitral Tribunal is constituted. No Arbitrator shall demand or accept any fee, payment or other benefit from a party except as provided in the Fee Schedule and paid through NLP.
- 40.5** All amounts paid by the parties are subject to the Arbitral Tribunal's decision on costs under Rule 33.11. The Arbitral Tribunal shall have a lien on the Award for any unpaid costs of the arbitration (section 39 of the Arbitration Act).
- 40.6** Refunds, if any, shall be governed by the Fee Schedule and NLP's Refund & Cancellation Policy. Stamp duty, translation charges and other disbursements shall be borne by the parties as provided in the Fee Schedule, subject to the Arbitral Tribunal's decision on costs.

MISCELLANEOUS PROVISIONS

41 Registrar – Duties and Power to Remove Difficulties and Defects

- 41.1** 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.
- 41.2** In order to conduct the proceedings in the manner as contemplated above, the Registrar has the power, by 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.
- 41.2.1** 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.
- 41.3** 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.
- 41.4** 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.
- 41.5** The Registrar shall not have the power to:
- 41.5.1** Recall, review, vary, or nullify any order or award of the Arbitral Tribunal;
 - 41.5.2** Revive proceedings terminated pursuant to an order of the Arbitral Tribunal;
 - 41.5.3** Decide any issue touching upon jurisdiction, limitation, merits, or procedure governed by the Arbitration Act.
- 41.6** 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.
- 41.7** 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.

42 Protection Against Any Act Done in Good Faith

- 42.1** 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.
- 42.2** The parties agree not to make NLP, any Arbitrator, the Registrar, any Case Manager or any officer, employee, director or agent of NLP a party to any proceeding, appeal or application to set aside an order or Award, except where required by law.

43 Maintenance of Data and Records by NLP

- 43.1 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.
- 43.2 Unless agreed otherwise between NLP and the parties, NLP shall maintain the data of all proceedings under these Rules for a period of four (4) years from the date of the final Award or the termination of the proceedings.
- 43.3 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.
- 43.4 NLP may erase all the data and records pertaining to any proceedings under the NLP Arbitration Rules after the expiry of the period specified above, subject to any legal hold or requirement of law.
- 43.5 NLP shall process personal data in accordance with applicable data protection law and its Privacy Policy published on the Platform.

44 Confidentiality

- 44.1 NLP, the Registrar, the Case Managers, the Arbitrators and the parties shall keep confidential all arbitral proceedings under these Rules, except the Award where its disclosure is necessary for its implementation and enforcement, and except where disclosure is required by law (section 42A of the Arbitration Act).

45 Exclusion of Liability

- 45.1 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.
- 45.2 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.
- 45.3 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.

46 Language

- 46.1 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, a Case Manager who speaks that language may be assigned to assist the parties.
- 46.2 Where all the parties request that the proceedings be conducted in an Indian language other than English, NLP shall endeavour to appoint an Arbitrator conversant in that language. If no suitable Arbitrator is available, NLP shall inform the parties, who may agree to proceed in English or another language; failing such agreement, the language shall be determined by the Arbitral Tribunal (section 22 of the Arbitration Act).

- 46.3** If any document filed by a party is in a language other than English, the party filing it shall simultaneously furnish an English translation, unless the Arbitral Tribunal directs otherwise.

47 Procuring a Verified Copy

- 47.1** 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.
- 47.2** 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.

48 Amendment to NLP Arbitration Rules

- 48.1** NLP shall have the sole right to make any amendments in NLP Arbitration Rules, its schedules, fees etc., as it deems fit and necessary, subject to Rule 2.2.
- 48.2** 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.

49 Working Hours

The parties may upload their pleadings and documents on the Platform at any time, within the time limits prescribed under these Rules or directed by the Registrar or the Arbitral Tribunal.

50 Notices and Communication

- 50.1** For the purposes of the NLP Arbitration Rules, any notice, communication or proposal shall be through electronic communication.
- 50.2** 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;
- 50.2.1** On completion of any one of the following conditions, service/delivery of electronic communications will be considered successfully delivered when:
- 50.2.1.1** the e-mail sent has not bounced back;
 - 50.2.1.2** the SMS sent has not received a failure of delivery notification;
 - 50.2.1.3** the message sent through an instant messaging application, like WhatsApp etc. has not received a failure of delivery notification;
- 50.3** Where a party has not logged on to the Platform, the Case Manager shall also call that party on the mobile number registered on the Platform or given in the underlying contract, to inform it that proceedings have been initiated under these Rules, and a record of each call shall be kept on the Platform. Such a call is an additional step and does not by itself constitute service; however, where the call is completed, the necessary details have been shared and the person has not denied being a party to the dispute, the call may be relied upon as evidence that the party had notice of the proceedings.

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

51 Waiver of the Right to Object

A party who knows that any provision of these Rules from which the parties may derogate, or any requirement under the arbitration agreement, has not been complied with, and yet proceeds with the arbitration without stating its objection in writing without undue delay or within the time limit provided, shall be deemed to have waived its right to so object (section 4 of the Arbitration Act).

52 Succession

If NLP ceases to administer arbitrations (for any reason whatsoever), any Arbitral Tribunal already constituted shall continue with the proceedings, and the parties shall be at liberty to agree on another institution or on the manner in which the remaining administrative functions shall be carried out. NLP, or its successor, shall make the case records available to the Arbitral Tribunal and the parties.

53 The Platform

- 53.1** 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.
- 53.2** 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.

54 Jurisdiction

- 54.1** 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, whose decision shall be administrative.
- 54.2** If the Registrar sustains the objection, the dispute resolution proceedings shall be terminated.
- 54.3** A decision of the Registrar rejecting an objection is without prejudice to the right of a party to raise a plea as to jurisdiction before the Arbitral Tribunal under Rule 25.