



# Rules of Arbitration

(03 October 2024)

## Centre for Online Resolution of Disputes Rules of Arbitration

version in force as on 03 October 2024

Rule 1: Scope and Application .....	1
Rule 2: Definitions and Interpretations .....	1
Rule 3: Communications .....	2
Part 2: CORD Administered Arbitration .....	2
Rule 4: Notice of Arbitration .....	2
Rule 5: Dispatch and Tracking .....	3
Rule 6: Virtual Hearing Rooms .....	4
Rule 7: Response to the Notice of Arbitration .....	4
Rule 8: Reply to the Response .....	5
Rule 9: Appointment of Arbitrators .....	5
Rule 10: Challenge to Arbitrators .....	7
Rule 11: Replacement of an Arbitrator .....	8
Rule 12: Conduct of Proceedings .....	8
Rule 13: First Procedural Conference .....	9
Rule 14: Submissions by Parties .....	10
Rule 15: Seat of the Arbitration .....	10
Rule 16: Applicable Law .....	10
Rule 17: Language of the Arbitration .....	10
Rule 18: Party Representatives .....	11
Rule 19: Hearings .....	11
Rule 20: Witness Evidence .....	11
Rule 21: Tribunal-Appointed Experts .....	12
Rule 22: Jurisdiction of the Tribunal .....	12
Rule 23: Interim Relief .....	12
Rule 24: Consolidation of Proceedings .....	13
Rule 25: Joinder of Additional Parties .....	14
Rule 26: Additional Powers of the Tribunal .....	14
Rule 27: The Award .....	15
Rule 28: Corrections, Additions and Clarifications to Awards .....	16
Rule 29: Payment of Fees .....	16
Rule 30: Confidentiality .....	18
Rule 31: Exclusion of Liability .....	18
Rule 32: Miscellaneous .....	18
Rule 33: Residuary .....	18
SCHEDULE OF FEES .....	19

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### Part 1: Introduction

#### Rule 1: Scope and Application

- 1.01 The present rules shall be called the Centre for Online Resolution of Disputes Rules of Arbitration or the CORD Rules of Arbitration (the “Rules”).
- 1.02 Part 1 and Part 2 of the Rules shall apply where the parties have agreed to refer their disputes to the Centre for Online Resolution of Disputes (CORD) for arbitration or, have agreed to conduct their arbitration in accordance with the Rules.
- 1.03 Rule 9, Rule 10 and Rule 11 of Part 2, and all provisions necessary or incidental thereto, with modifications as necessary, shall apply where the parties have requested CORD to appoint one or more arbitrators to resolve their dispute.
- 1.04 All arbitrations initiated under these Rules shall be governed by the version of the Rules in force as on the date an arbitration is initiated, and all actions to be taken on the Online Platform shall be subject to the Rules in force as on the date the relevant action is taken on the Online Platform.

#### Rule 2: Definitions and Interpretations

- 2.01 In these Rules, the following terms shall have the meaning provided to them herein, unless the context requires them to be interpreted otherwise:
- a) “additional party” includes one or more additional parties;
  - b) “award” includes, inter alia, a partial or final award;
  - c) “CORD”/”institution” means the Centre for Online Resolution of Disputes;
  - d) “claimant” includes one or more claimants;
  - e) “international commercial arbitration” means a commercial arbitration between parties, where the nationality, habitual place of residence or the place of incorporation (as the case maybe) of all the parties to the arbitration is not in the same country;
  - f) “online platform” means the dispute resolution platform hosted by the Centre for Online Resolution of Disputes at [www.resolveoncord.com](http://www.resolveoncord.com) or such other domain or sub-domain to which the parties may be directed to through this webpage.
  - g) “party” or “parties” include claimants, respondents or additional parties;
  - h) “priority sector arbitration” means an arbitration arising out of a relationship between a body incorporate and its customer in the banking, insurance, rental or e-commerce sectors, and shall not include an arbitration, even if arising in any of the aforesaid sectors, between a body incorporate and its suppliers, vendors, distributors or similar actors;
  - i) “respondent” includes one or more respondents;
  - j) “tribunal” includes one or more arbitrators;
  - k) “virtual hearing room” means a private virtual hearing room provided by CORD to the concerned party for conduct of arbitration proceedings on the Online Platform.
- 2.02 In these Rules, a reference to the singular includes a reference to the plural, unless the context requires otherwise and a reference to a gender shall include a reference to any/all genders, as appropriate, unless the context requires otherwise.
- 2.03 For the purposes of the Rules, a working day shall mean a working day as declared under the Negotiable Instruments Act, 1881 as applicable to the whole of India.

### Rule 3: Communications

- 3.01 For the purposes of the Rules, a Party or a member of a Tribunal may be served with any correspondence by:
- a) Posting the correspondence in a Virtual Hearing Room that is accessible to the recipient at the time of dispatch of the correspondence to the recipient;
  - b) Any form of electronic communication (including without limitation electronic mail (e-mail), SMS, or correspondence through such other communication medium (such as WhatsApp, Telegram etc) or service as may have been used by the receiving party to receive communications generally);
  - c) Postal or courier service;
  - d) Hand; or
  - e) Any other appropriate means that provides a record of its delivery.
- 3.02 A correspondence is deemed to have been served on a Party or a member of a Tribunal:
- a) if the correspondence is posted in a Virtual Hearing Room that is accessible to the recipient at the time of dispatch of the correspondence to the recipient, provided that the recipient has, prior to the correspondence having been sent, accessed the Virtual Hearing Room;
  - b) if the correspondence has been sent electronically (including without limitation electronic mail (e-mail), SMS, or through such other communication medium (such as WhatsApp, Telegram etc)) at the address provided by the recipient during the course of arbitration, or at the time of entering into the transaction the subject of the dispute submitted to arbitration, as being a valid means of service upon such recipient;
  - c) if the correspondence is sent, and delivered to, the recipient personally or at her/its place of business, habitual residence or mailing address; or
  - d) if correspondence cannot be sent in a manner provided for under clause (a) to (c) above despite making a reasonable inquiry, once the correspondence is sent to the recipient's last known place of business, habitual residence or mailing address by such means which provides a record of the attempt to deliver it.
- 3.03 For the purposes of Rule 3.02, any notice, communication or proposal correspondence shall be deemed to have been received by a party on the day it is dispatched (for the purpose of Rule 3.02 (a) and (b)); the day it is delivered (for the purpose of Rule 3.02 (c) ) or the day it is attempted to be delivered (for the purpose of Rule 3.02 (d) ), as applicable.
- 3.04 For the purposes of Rules 3.01 and 3.02 above, where a party has appointed a representative or a legal representative to represent the party in the proceedings, it is sufficient if such correspondence is sent to such representative or legal representative by any of the means mentioned in these Rules.
- 3.05 It is further clarified that, for the purposes of Rule 3.01 and Rule 3.02, when any communication is sent electronically, if it is not possible or it is impractical to send the underlying correspondence by way of an attachment, it is sufficient for the correspondence to be sent on a secure link accessible by the receiving party, provided the electronic communication clearly identifies the nature of the correspondence that is sought to be sent by way of a secure link.

## Part 2: CORD Administered Arbitration

### Rule 4: Notice of Arbitration

- 4.01 A party wishing to commence arbitration under these Rules (the Claimant(s)) shall file its Notice of Arbitration on the Online Platform using one of the following options:
- a) Filing a Notice of Arbitration along with all supporting documents using the "Register New Case" link that is accessible on [www.resolveoncord.com](http://www.resolveoncord.com), and following the steps prescribed therein; or

- b) Providing a template of the Notice of Arbitration by email to CORD at [registrar@resolveoncord.com](mailto:registrar@resolveoncord.com), or by such other means as may be agreed with the Registrar at CORD, and subsequently uploading the details necessary to populate this template, together with all supporting documents, on the link provided to such Party by CORD, or through such other channel as may be agreed with the Registrar at CORD, to generate the Notice of Arbitration for individual cases, and following all steps prescribed therein to execute the Notice of Arbitration.

4.02 A Notice of Arbitration filed under Rule 4.01 above shall include:

- a) a demand that the dispute be referred to arbitration;
- b) the names, addresses, telephone numbers, and electronic mail addresses, if known, of the parties to the arbitration and their representatives, if any;
- c) a reference to the arbitration agreement invoked and a copy of the arbitration agreement;
- d) a reference to the contract or other instrument out of or in relation to which the dispute arises and, where possible, a copy of the contract or other instrument;
- e) a description of the nature and circumstances of the dispute giving rise to the claims and of the basis upon which the claims are made;
- f) a clear statement specifying the relief(s) claimed;
- g) quantification of the claim amount, or where non-monetary reliefs are sought, the value of the property in respect of which such non-monetary reliefs are sought, or the approximate value of the non-monetary relief sought;
- h) a brief statement as to whether any urgent interim reliefs are sought, and if so, within what time-frame such reliefs are sought and the nature of the urgent interim reliefs sought;
- i) a proposal for the number of arbitrators if not specified in the arbitration agreement;
- j) unless otherwise agreed by the parties, the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or a proposal for a sole arbitrator if the arbitration agreement provides for a sole arbitrator to be mutually agreed by the parties;
- k) any comment as to the seat of arbitration;
- l) any comment as to the applicable rules of law;
- m) any comment as to the language of the arbitration;
- n) the date on which the cause giving rise to the claim under arbitration arose, and comment on whether there are applicable laws limiting the time frame for initiating such claims, and if so whether these have been complied; and
- o) all documents that the Claimant considers appropriate for the efficient resolution of the dispute the subject of the Notice of Arbitration.

4.03 The Claimant(s) shall pay the sums payable to CORD for receipt and dispatch of the Notice of Arbitration, as specified in the Fee Schedule, at the time of the filing of the Notice of Arbitration, or within such further time as may be provided by CORD. CORD may, in its absolute discretion, refuse to register a case unless the requisite fees are paid. If the Claimant refuses to make payment even by such extended date, the file shall be closed without prejudice to the Claimant's right to submit the same claims at a later date in another Notice of Arbitration.

4.04 The date on which the complete Notice of Arbitration, and unless otherwise agreed, the entirety of the applicable fees specified in Rule 4.03, is received by CORD, shall be the date of commencement of the arbitration.

### **Rule 5: Dispatch and Tracking**

5.01 Upon receipt of a Notice of Arbitration together with the applicable fees for dispatch of notice and tracking, CORD shall:

- a) register the case and assign a unique case reference number;
  - b) Designate a case manager to assist the Parties and the Tribunal with the smooth conduct of the arbitration proceedings;
  - c) dispatch a notice to the Respondent(s) in a manner permitted by Rule 3 above, informing the Respondent(s) of the initiation of the case against the Respondent(s) and providing them instructions necessary to access the case documents; and
  - d) track delivery of the notice sent to the Respondent(s) and maintain a log of such dispatch and delivery on the CORD platform, which shall be available to each of the Parties to the respective arbitration on demand.
- 5.02 The notice referred to in Rule 5.01 above shall be sent to the address/es provided by the Claimant, first by email, SMS and WhatsApp and such other electronic means of service as may be requested by the Claimant (subject to payment of appropriate fees). The Registrar at CORD may determine whether in a particular case a physical copy of the notice is to be dispatched at the same time as the other modes of service specified above, or whether a physical copy would be dispatched only where no response is received from the Respondent(s) to other forms of communication. In all cases, it would be available to the Claimant to request the Registrar at CORD to dispatch a physical copy of the notice at the same time as the other modes of communication.

#### Rule 6: Virtual Hearing Rooms

- 6.01 CORD shall allocate a dedicated, private and secure Virtual Hearing Room for the case (the “Primary Virtual Hearing Room”) and upload all case related documents filed until the date of the creation of the Primary Virtual Hearing Room, on the earlier of:
- a) Any of the Respondent(s) accessing the CORD Platform and providing the details necessary under Rule 7.01 below; or
  - b) The appointment of the Arbitrator(s) in accordance with Rule 9 below.
- 6.02 CORD shall provide each of the Claimant(s), Respondent(s) and the Arbitrator(s) access to the Primary Virtual Hearing Room pertaining to their respective case. Unless the parties jointly request otherwise or the Tribunal so directs, the Registrar shall remain a party to the Primary Virtual Hearing Room to assist with any administrative or technical issues that may arise. The Registrar shall, however, not participate in any video conference arranged through the Primary Virtual Hearing Room unless requested by the parties jointly, or ordered by the Tribunal.
- 6.03 CORD shall create a Private Virtual Hearing Room for:
- a) The Claimant(s) and such other person requested by the Claimant to be included in such hearing room (the **Claimant Break-out Room**) within 1 working day of the receipt of the request along with requisite fees, for the creation of such a room;
  - b) The Respondent (s) and such other person requested by the Respondent to be included in such hearing room (the **Respondent Break-out Room**) within 1 working day of the receipt of the request along with requisite fees, for the creation of such a room;
  - c) The Tribunal and such other person requested by the Tribunal, including but not limited to Tribunal Secretaries, to be included in such hearing room (the **Arbitrator Break-out Room**) within 1 working day of the receipt of the request along with requisite fees, for the creation of such a room, or within 1 working day of the appointment of the entire Tribunal (whichever is later).

#### Rule 7: Response to the Notice of Arbitration

- 7.01 The Respondent(s) can access the Notice of Arbitration and all case related records on the CORD platform upon providing information requested to confirm its identity.

- 7.02 The Respondent(s) shall file a Response to the Notice of Arbitration (“Response”) by posting its response in the Primary Virtual Hearing Room together with all supporting documents within 14 days of receipt of the Notice of Arbitration. The Response shall include:
- a) a confirmation or denial of all or part of the claims made by the Claimant(s);
  - b) comments, if any, on the jurisdiction of the Tribunal;
  - c) a description of the nature and circumstances of the dispute giving rise to a counterclaim (if any) and of the basis upon which such counterclaims (if any) are made;
  - d) quantification of the counterclaim amount, or where non-monetary reliefs are sought, the value of the property in respect of which such non-monetary reliefs are sought, or the approximate value of the non-monetary relief sought;
  - e) a clear statement specifying the relief(s) claimed;
  - f) a brief statements as to whether any urgent interim reliefs are sought, and if so, within what time-frame such reliefs are sought and the nature of the urgent interim reliefs sought;
  - g) unless otherwise agreed by the parties, comments, if any, as to the nomination of an arbitrator if the arbitration agreement provides for three arbitrators, or comments on the Claimant(s)’s proposal for a sole arbitrator, or a counter-proposal of a sole arbitrator, if the arbitration agreement provides for a sole arbitrator to be mutually agreed by the Parties; and
  - h) any comment in response to any statements contained in the Notice of Arbitration.

#### **Rule 8: Reply to the Response**

- 8.01 In the event the Respondent(s) has raised a counterclaim, the Claimant(s) shall file a Reply to the counterclaim by posting it in the Primary Virtual Hearing Room together with all supporting documents within 10 days of receipt of the Response to the Notice of Arbitration. The Reply shall include:
- a) a confirmation or denial of all or part of the counterclaims made by the Respondent(s);
  - b) unless otherwise agreed by the parties, comments on the Respondent(s)’s counter-proposal for a sole arbitrator (if any) if the arbitration agreement provides for a sole arbitrator to be mutually agreed by the Parties; and
  - c) any comment in response to any statements contained in the Response.
- 8.02 Unless otherwise agreed, in the event the Respondent(s) has not raised a counterclaim but has made a counter-proposal for a sole arbitrator in circumstances where the arbitration agreement provides for a sole arbitrator to be mutually agreed by the Parties, then, within 5 days of receipt of the Response to the Notice of Arbitration, the Claimant shall provide its comments on such proposal by posting it in the Primary Virtual Hearing Room.

#### **Rule 9: Appointment of Arbitrators**

- 9.01 Unless the parties agree otherwise, all disputes referred to arbitration under the Rules shall be determined by a sole arbitrator to be appointed by CORD.
- 9.02 If the parties have agreed that the Tribunal shall comprise a sole arbitrator then, unless otherwise agreed, the sole arbitrator shall be appointed by CORD.
- 9.03 If the parties have agreed that the Tribunal shall comprise three arbitrators then, unless otherwise agreed, the Claimant/Claimants together shall nominate one arbitrator, the Respondent/Respondents together shall nominate one arbitrator and the two party appointed nominees shall together nominate a third presiding arbitrator.
- 9.04 In the event the Parties have agreed on a mechanism for appointment of one or more arbitrators and an arbitrator has not been nominated pursuant to such process within the date the nomination was to be made, or if no such time is prescribed, within 14 days from the date on which such arbitrator could have been nominated, then CORD shall appoint the concerned arbitrator(s).

- 9.05 If the procedure set out in Rule 9.03 is followed and:
- a) the Claimants together fail to nominate an arbitrator at the time of sending a Notice of Arbitration; or
  - b) the Respondents together fail to nominate an arbitrator within the time limit prescribed for filing the Response to the Notice of Arbitration;
- then CORD shall appoint all three members of the Tribunal.
- 9.06 If the procedure set out in Rule 9.03 is followed and the two party nominated arbitrators fail to nominate a Presiding Arbitrator within 14 days from the date of appointment of the second of the two arbitrators, then CORD shall appoint such arbitrator.
- 9.07 In all cases, the final appointment of the arbitrators nominated by the Parties, the Arbitrators already appointed, or any other entity, shall be subject to confirmation by the Registrar, CORD.
- 9.08 At the time of appointing an arbitrator, CORD shall have due regard to the qualifications, if any, required by the Parties. Before confirming a nomination or appointing an arbitrator, CORD shall obtain a confirmation from the Arbitrator stating that:
- a) the Arbitrator is, failing any exigencies, able to commit sufficient time to the arbitration;
  - b) the Arbitrator has read, understood and agrees to abide by requirement of conducting arbitration proceedings in accordance with, and within the time limits set out in, the Rules;
  - c) the Arbitrator is agreeable to the fee schedule set out in the Rules; and
  - d) the Arbitrator is not under any conflict to act as an arbitrator on grounds of lack of independence and impartiality. At the time of confirming absence of any conflict, the Arbitrator shall disclose in writing any circumstances which may give rise to justifiable doubts as to his independence or impartiality.
- 9.07 In the event the Claimant has made a request for urgent interim relief, and, under the Rules or the terms of the agreement between the parties, CORD can fully constitute the Tribunal, then CORD shall endeavour to constitute the Tribunal within 2 working days of receiving the Notice of Arbitration, or, receiving the fees payable to appoint the Tribunal, whichever is later.
- 9.08 In circumstances not falling within the scope of Rule 9.04, if under the Rules or the terms of the agreement between the parties, CORD can fully constitute the Tribunal, then CORD shall endeavour to do so within the later of:
- a) one week of receiving the Response to the Notice of Arbitration, if there is no counterclaim;
  - b) one week of receiving the Reply to counterclaim, if there is a counterclaim;
  - c) one week from the date fixed for the receipt of the Response to the Notice of Arbitration, if no Response is received within such period;
  - d) one week from the date fixed for the receipt of the Reply to counterclaim, if no Reply is received within such period; or
  - e) one week from the date of receiving the fees payable to CORD to appoint the Tribunal.
- 9.09 In circumstances not falling within the scope of Rule 9.04 or 9.05 above, where CORD is required to make an appointment or consider a nomination of arbitrator, it shall endeavour to do so within one week from the date of receipt of such request, or the date on which it is permitted to make such appointment, or, receiving the fees payable to appoint the Tribunal, whichever is later.
- 9.10 A Tribunal shall be considered to have been constituted upon the appointment of all members of the Tribunal, and in case of a sole arbitrator, upon the appointment of the sole arbitrator.
- 9.11 Any Arbitrator appointed in an arbitration under the Rules, whether or not nominated by any Party must at all times remain independent and impartial. An arbitrator shall immediately disclose to the parties, to the other arbitrators and to the Registrar any circumstances that may give rise to justifiable doubts as to his impartiality or independence that may be discovered or arise during the arbitration.



- 9.12 No party or person acting on behalf of a Party shall have any ex parte communication relating to the case with any Arbitrator. Communication between a Party and a proposed nominee, even if ex-parte, shall be limited to communicating the general nature of the dispute, the value involved, the proposed nominee’s qualifications, availability or conflict in relation to the Parties and the dispute.

**Rule 10: Challenge to Arbitrators**

- 10.01 The appointment of an arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator’s independence or impartiality or if the arbitrator does not possess any requisite qualification on which the parties have agreed.
- 10.02 A party may challenge the arbitrator nominated by it only for reasons which the party could not have reasonably been aware of at the time of making such a nomination, and which were discovered subsequent to making its nomination.
- 10.03 In the event a party wishes to challenge the appointment of an arbitrator, the party shall send to the Registrar, CORD an email at [registrar@resolveoncord.com](mailto:registrar@resolveoncord.com) providing the information necessary to support its challenge. A challenge can only be made within 14 days from the date on which the party seeking to challenge the arbitrator became aware, or should reasonably have become aware, of the grounds giving rise to the challenge.
- 10.04 Upon receiving a request under Rule 10.03, the Registrar shall create and join a separate virtual hearing room (“Challenge Virtual Hearing Room”). The Registrar shall upload the document setting out the grounds of challenge, on the Challenge Virtual Hearing Room and invite the concerned arbitrator, and the Parties to join the room. The concerned Arbitrator and the other party may submit a response to the challenge within 10 days from the date of being joined to the Challenge Virtual Hearing Room. The Registrar shall then proceed to consider the challenge, and may invite the parties/arbitrator to make further oral/written submissions if necessary. The concerned arbitrator may choose to remain absent in these proceedings. The Registrar may also request the concerned arbitrator to excuse himself/herself from some or all hearings conducted to consider the challenge, as the Registrar may deem appropriate.
- 10.05 The Registrar may, in his/her absolute discretion, require the Tribunal to suspend proceedings pending consideration of the challenge. Unless such an order is made, the Tribunal, including the challenged arbitrator shall be entitled to continue to participate in the arbitration pending determination of the challenge.
- 10.06 In the event:
- a) the arbitrator against whom a challenge has been filed wishes to withdraw from the proceedings;
  - b) the Parties agree that the concerned arbitrator against whom a challenge is filed made must be replaced; or
  - c) the Registrar finds that the grounds of challenge against the arbitrator are valid,
  - d) the Registrar shall remove the concerned arbitrator. If an arbitrator is removed, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced. The time limits applicable to the nomination and appointment of the substitute arbitrator shall commence from the date of the Registrar’s order confirming removal of the arbitrator.
- 10.07 In the event a challenge to the appointment of an arbitrator is unsuccessful, a suspension, if any, ordered by the Registrar shall stand automatically vacated, and the proceedings of the Tribunal can continue as normal. In such a situation, the Registrar may in his/her discretion also impose a fine, payable to CORD, on the party making the unsuccessful challenge.
- 10.08 Except where the challenged arbitrator withdraws voluntarily, or where Parties mutually agree to replace the challenged arbitrator, the Registrar shall pass a reasoned order regarding the challenge made, and the same shall be made available on the Challenge Virtual Hearing Room. In the event the concerned arbitrator chooses not to participate in the challenge proceedings, a copy of the order shall also be sent to him/her at the registered email address provided by such arbitrator.

10.09 The decision of the Registrar on a challenge is final and not subject to appeal.

### Rule 11: Replacement of an Arbitrator

- 11.01 In the event of death, disability or withdrawal of an arbitrator during the course of the hearing, a substitute arbitrator shall be appointed in accordance with the procedure applicable to the nomination and appointment of the arbitrator being replaced.
- 11.02 In the event an arbitrator refuses, or fails to act in accordance with the Rules, or fails to act with due diligence and/or in a manner that ensures the fair, expeditious, economical and final resolution of the dispute, the Registrar, either on his/her own motion, or upon a request made by a Party, shall intimate the concerned arbitrator calling upon him/her to comply. In the event, despite sufficient opportunity, the arbitrator fails to comply, and the Registrar is prima facie of the view that removal of such an arbitrator is appropriate, then he/she shall create a virtual private hearing room with all members of the Tribunal, the Parties and the Registrar and follow the same process as followed in the context of a challenge to an arbitrator, to consider whether it is appropriate to remove the arbitrator.
- 11.03 In the event an arbitrator withdraws from an arbitration, except on account of a challenge being made against the arbitrator, or a de jure or a de facto impossibility, or if an arbitrator is removed in accordance with the procedure set out in Rule 11.02 above, the Registrar may in his/her sole discretion require the arbitrator to refund to CORD, any fees received by such arbitrator during the course of the arbitration. Any refund so received, shall be utilised to make payments to the replaced arbitrator, or if received after one of the Parties has made payment on this account in accordance with Rule 26.07 below, then to such Party.
- 11.04 In the event an Arbitrator is replaced either on account of a challenge under Rule 10 or under this Rule 11, during the course of the arbitration, then the hearings already conducted shall not be repeated where:
- a) Examination of witnesses has not occurred; or
  - b) If examination of some or all witnesses has taken place, but a video, audio or a verbatim transcript of such hearings is available.

In all other cases, the Tribunal may, in consultation with the parties, consider whether it is appropriate to repeat any hearings already concluded, bearing in mind the principles of fairness and the need for fast and effective resolution of matters. In all cases, it shall always be available for the Tribunal to request a hearing to seek necessary clarification from the Parties.

### Rule 12: Conduct of Proceedings

- 12.01 The Tribunal has the right to conduct proceedings in a manner it deems appropriate in the circumstances of the case, with the overarching objective of delivering a fair, fast, economical and final resolution of the dispute. The Tribunal shall be transparent with its processes, provide parties sufficient advance intimation of the steps involved, including the time required to draft an Award, and, where possible, attempt to consult with the Parties and arrive at a mutually agreeable process as to the manner in which proceedings shall be conducted. This includes, without limitation:
- a) The power to determine the relevance, materiality and admissibility of evidence, subject to following principles of fairness and natural justice. Unless required by law, the Tribunal is not bound by the civil procedure rules or the rules of evidence of any specific country while making its determination.
  - b) Subject to mandatory provisions of the applicable law, the right to determine matters on a documents-only basis in appropriate cases, except where both parties agree that an oral hearing is necessary.
  - c) The power to determine the order of proceedings, bifurcate proceedings, direct parties to focus their arguments and evidence to the matters in dispute, exclude irrelevant evidence, impose time limits on arguments, impose page limits on submissions etc.

- d) The right to take such measures as may be necessary to encourage parties to explore amicable dispute resolution options at any time of the dispute, provided that no member of the Tribunal shall himself or herself act as the mediator for such dispute.
- 12.03 The Tribunal will receive all submissions, applications, responses, evidence affidavits etc. on the Primary Virtual Hearing Room on the Online Platform.
- 12.05 In a Tribunal comprising three members, unless otherwise agreed by the parties, the President of the Tribunal may make determination on issues of procedure, subject to the right of the Tribunal to make suitable amendments where necessary.
- 12.06 The Tribunal and the Parties are entitled to sign any documents or Orders relating to the arbitration proceedings electronically, using the digital signature facility provided through the Online Platform, and no Party or member of the Tribunal shall insist on a physical signature, except where required by law or where it is necessary to avail the assistance of the courts in any jurisdiction. It is permissible for the Tribunal to sign Awards using the digital signature option provided through the Online Platform. However, if either party requests a physical copy with an ink signature, the Tribunal shall be required to provide a copy of a signed, physical hard copy of the Award to such Party.

### Rule 13: First Procedural Conference

- 13.01 The Tribunal shall hold a first procedural conference as soon as possible upon their constitution, and in all cases within 10 days from the date of their constitution.
- 13.02 During the First Procedural Conference, the Tribunal shall consider aspects that would enable a timely and cost-effective resolution of matters.
- 13.03 The Tribunal is encouraged to consider with the parties, at the outset, and preferably during or before the First Procedural Conference, the possibility of a settlement.
- 13.04 During the First Procedural Conference, the Tribunal is encouraged to understand the parties' position as regards:
  - a) the legal seat of the arbitration;
  - b) the law applicable to the arbitration;
  - c) the procedural rules governing the arbitration;
  - d) the language of the arbitration;
  - e) standard or guidelines (if any), that may be applied with respect to taking of evidence, party representation, cyber-security etc.;
  - f) jurisdictional objections (if any);
  - g) bifurcation of proceedings (if necessary);
  - h) manner and sequence of submission of pleadings;
  - i) necessity for witness statements, and if felt necessary, the anticipated number of witness, nature of witnesses (expert/factual), the manner of their production, the sequence of adducing witness statements, and the nature of matters that may be covered in the witness statements etc.;
  - j) the proposed timeline of the entire arbitration proceedings, with indication of the time and the time zone that will be followed to consider timely filing of submissions;
  - k) the procedure to be adopted by either party for requesting extension of time (if necessary), and limitations, if any that may be imposed;
  - l) the manner and mode by which parties will communicate, bearing in mind the default mode of communication prescribed under the present Rules, and reasons for deviation, if any;
  - m) the format of the submission of the various pleadings, documents and evidence by the parties, including the nomenclature of the submissions, factual exhibits, legal exhibits etc. that may be adopted during the course of the arbitration proceedings;
  - n) the need for translations of documents (if necessary);
  - o) the need for document production, and if necessary, proposals regarding the manner in which any production of documents may be conducted;
  - p) recording and transcription of hearings, if necessary; and
  - q) confidentiality and privacy of proceedings.

- 13.05 The Tribunal shall endeavour to, no later than 5 days from the date of the first procedural conference, issue an order relating to the matters set out in Rule 13.04 above. The Tribunal shall, in this order, endeavour to indicate the timetable of the entire arbitration proceedings, including and up to the date of rendering of the Award. In particular, where oral hearings are necessary, the Tribunal shall use its best endeavours to ensure that the entire hearing on the merits of the matter (unless bifurcated), and not including any hearings necessary to consider procedural matters or interim applications, is conducted in a block on consecutive days.

#### **Rule 14: Submissions by Parties**

- 14.01 All pleadings filed subsequent to the First Procedural Conference (if any), shall be submitted in the manner and form prescribed by the Tribunal pursuant to Rule 13 above. In the event the Tribunal orders to filing of a detailed Statement of Claim, Statement of Defence, Statement of counterclaim, Reply to the counterclaim, Rejoinder or any such variant, then all such pleadings shall contain: a statement of facts supporting the claim/defence, as appropriate together, with specific references to the documents supporting any factual assertion; the legal grounds or arguments supporting the claim or defence; the relief claimed together with the amount of all quantifiable claims and all documents (not previously provided) relevant to proving the factual or legal assertions made.
- 14.02 A party may amend its claim, counterclaim or other submissions unless the Tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or prejudice to the other party or any other circumstances. However, a claim or counterclaim may not be amended in such a manner that the amended claim or counterclaim falls outside the scope of the arbitration agreement.
- 14.03 If any Party fails to comply with any of the timelines set out by the Tribunal, prescribed under these Rules, or otherwise agreed by and between the Parties, then the Tribunal shall, unless the Party acting in breach of such timelines provides valid justification for the failure to comply with such timelines, have the power to proceed without such submission, where possible. In the event the Claimant is in breach of the timelines set out in respect of any submission relating to its claim, or the Respondent is in breach of the timelines set out in respect of any submission relating to its counterclaim, and the Tribunal feels that it is not in a position to continue the arbitration proceedings with respect to such claim or counterclaim, as the case may be, then the Tribunal shall have the power issue an order for the termination of the arbitral proceedings, in so far as it relates to such claim or counterclaim, or give such other directions as may be appropriate.

#### **Rule 15: Seat of the Arbitration**

- 15.01 Where the parties have not previously agreed on the seat of the arbitration, such seat shall be determined by the Tribunal. The Tribunal shall make this determination having regard to all the circumstances of the case.

#### **Rule 16: Applicable Law**

- 16.01 Where parties have designated the applicable law or rules of law to be applied to the substance of the dispute, the Tribunal shall apply those rules. Where there is no prior agreement amongst the parties as to the applicable law, The Tribunal shall apply such law as it deems appropriate. The Tribunal may decide the dispute ex aequo et bono only in the event that all parties have expressly authorised that the dispute may be decided on such basis.

#### **Rule 17: Language of the Arbitration**

- 17.01 Where parties have not previously agreed on a language to be used in the arbitration, such determination shall be made by the Tribunal. The tribunal may agree to use more than one language.
- 17.02 Where any party submits a document written in a language other than the language(s) of the arbitration, the Tribunal, or where the Tribunal has not yet been constituted, CORD may require such party to submit a translation.

### Rule 18: Party Representatives

- 18.01 Any party to the arbitration may be represented by legal practitioners or any other authorised representatives. Where a party wishes to change or make an addition to its representatives after the Tribunal has been constituted, it shall promptly communicate such change/addition in writing to the other parties, the Tribunal as well as CORD.
- 18.02 The Tribunal or CORD may require proof of authority of any party representatives at any time prior to, and during the proceedings.

### Rule 19: Hearings

- 19.01 Where the parties have reached mutual agreement on holding a documents-only arbitration or where it has been otherwise stipulated, the dispute may be decided on a documents-only basis. Where either party requests the Tribunal or where the Tribunal in its discretion determines a hearing to be necessary, one or more hearings shall be held including jurisdictional hearings. Parties shall be able to make submissions and present evidence before the Tribunal during any such hearings.
- 19.02 The date, time and details of the hearings shall be determined by the Tribunal after consultation with the parties. Parties shall be given reasonable notice as regards the details of any such hearings that are scheduled. Should a party fail to make an appearance at a hearing and sufficient cause is not provided for its absence, the Tribunal may proceed with the hearing and produce the Award based on the evidence, submissions and material before it.
- 19.03 The Tribunal will endeavour to conduct all oral hearings, where necessary, on the Online Platform. In the event all parties agree, or where in appropriate cases, the Tribunal determines, that an in-person hearing is necessary for all or some of the hearings, then it shall be available to the Tribunal to conduct such hearings in-person at a venue that is determined by the Tribunal in consultation with the Parties. Provided always that if all Parties to the dispute request that the hearing be held online then the Tribunal shall hold the relevant hearings on the CORD platform, unless the Tribunal identifies compelling circumstances necessitating conducting such hearings on an alternate online platform.
- 19.04 In the event hearings are required to be held in person, or on a different online platform, the Tribunal shall have the power to determine who shall bear the costs associated with conducting the hearing at such a venue. In such an event, or in the event, for compelling reasons, an online hearing is conducted on a different online platform, the Tribunal shall endeavour to arrange for the record of such hearing, transcripts (if any) and all documents generated or exchanged during such hearing, to be uploaded on the CORD Platform no later than 24 hours after the completion of the hearing, with a clear indication as to the nature of the documents uploaded and a brief description of the party responsible for filing or preparing the relevant document that has been uploaded.

### Rule 20: Witness Evidence

- 20.01 The Tribunal may direct that witness evidence be provided in written form as an affidavit, a signed statement or other form of documentation. Where appropriate, the Tribunal may also require that a witness provide oral testimony.
- 20.02 The Tribunal may, in its discretion limit the number of witnesses providing oral testimony at a hearing or disallow any witness from providing evidence. Oral evidence provided by witnesses may be subject to questioning by the parties, party representatives or the Tribunal. The Tribunal may determine the manner in which such questioning is to take place.
- 20.03 Where a party wishes to call on a witness to provide oral evidence, including expert evidence, the Tribunal may require the parties to provide the identity of the witness, the subject matter of the oral testimony and the relevance of the witness evidence to the issues in dispute.
- 20.04 In the event that a witness fails to attend oral examination and where written evidence has already been provided, the Tribunal may place such weight on the written testimony as it thinks appropriate. The Tribunal may also disregard such written testimony or exclude it altogether.

- 20.05 In the event either Party so requires, or if the Tribunal considers appropriate, where a witness is examined online, the Tribunal has the power to require the witness to undertake that she/he is not being coached or tutored in any manner, and to this end may direct the witness to enable the presence of an observer to be present with him during the testimony, use multiple devices to capture his surroundings, share the screen from which he is participating in proceedings and/or undertake such other measures as may be ordered.

#### **Rule 21: Tribunal-Appointed Experts**

- 21.01 Unless the parties have otherwise agreed, following consultation with the parties, the Tribunal may appoint one or more experts to report to it on specific issues. The Tribunal may also require any party to give the expert any relevant information or produce or provide access to any relevant documents, goods or property for examination.
- 21.02 The Tribunal Appointed Expert shall deliver a written or oral report to the Tribunal. Such report shall be uploaded in written or video form onto the Online Platform. The report shall also be made accessible to the Parties and the Tribunal shall invite parties to comment on the report. Unless otherwise agreed, if a party makes a request or if the Tribunal considers it necessary, the expert shall, after the delivery of his/her oral or written report, participate in an oral hearing where the parties shall have the opportunity to examine the expert.

#### **Rule 22: Jurisdiction of the Tribunal**

- 22.01 The Tribunal shall have the power to rule on questions of its jurisdiction as well as on any points of dispute regarding the existence, validity and/or scope of the arbitration agreement. Where the arbitration agreement forms part of a contract, such agreement is not made invalid by virtue of any decision by the Tribunal as to the validity of the contract itself.
- 22.02 Any objections as to the Tribunal's jurisdiction must be raised no later than at the point of filing the Response to the Notice of Arbitration. Where the objection arises during the arbitral proceedings and relates to the Tribunal exceeding the scope of its jurisdiction, such objection must be raised within 14 days of the matter allegedly outside of the scope of jurisdiction arises. A party may raise an objection to the jurisdiction of the Tribunal even where it has nominated or participated in the nomination of an arbitrator.
- 22.03 The Tribunal may allow the time limits set out in Rule 22.02 above to be exceeded where it considers such delay to be justified and such delay does not prejudice the other party.
- 22.04 Where a party has raised an objection as to the existence or validity of the arbitration agreement or to the competence of CORD to administer an arbitration and such objection is raised prior to the constitution of the Tribunal, the Registrar shall consider such an objection. The arbitration shall proceed only if the Registrar is prima facie satisfied as to the validity of the arbitration agreement and as to the competence of CORD to administer the arbitration.

#### **Rule 23: Interim Relief**

- 23.01 Parties may apply for interim relief at any point during the arbitral proceedings. The Tribunal may, subject to the applicable law, on the request of a party order such interim relief as it deems appropriate. Interim measures include but are not limited to:
- a) measures relating to goods forming the subject matter of the arbitration agreement including for their preservation, interim custody or sale;
  - b) security for claim;
  - c) interim injunctions;
  - d) the detention, preservation or inspection of any property or thing which forms the subject-matter of the dispute in arbitration or of any question arising in the course of the arbitration;
  - e) the appointment of a receiver; and
  - f) such other measure as it deems to be just and convenient in the circumstances.



- 23.02 The ability of the parties to seek interim relief from a judicial authority, both prior to the constitution of the Tribunal and after, shall not be affected by these rules.

**Rule 24: Consolidation of Proceedings**

- 24.01 Where there are disputes arising out of or in connection with more than one contract which the Claimant wishes to consolidate in one proceeding, the Claimant shall file a Notice of Arbitration in respect of each arbitration agreement invoked. Once a unique case reference number is generated and communicated to the Claimant with respect to each Notice of Arbitration, the Claimant shall email the Registrar, CORD at [registrar@resolveoncord.com](mailto:registrar@resolveoncord.com) providing details of all of the unique case reference numbers and an application seeking to consolidate the arbitrations, together with a statement of the relevant facts and applicable law governing consolidation (if any).
- 24.02 The Registrar, CORD shall, upon receipt of such a request, send the request to Respondent(s) across all of the related arbitrations, in a manner contemplated by Rule 3 and request their response to the request for consolidation. The Respondent(s) shall submit their response to such request for consolidation within 10 days from the date of receipt of such request.
- 24.03 The Registrar, CORD, within 5 days of the receipt of such response from the Respondent, shall *prima facie* determine whether it is appropriate to consolidate proceedings as requested, taking into account the submissions made by all parties. If upon such determination the Registrar is *prima facie* of the view that consolidation is appropriate, then the Registrar shall create a fresh Virtual Hearing Room for all of the Parties across the related Notices of Arbitration (“Consolidation Virtual Hearing Room”).
- 24.04 The Tribunal constituted to hear the first Notice of Arbitration filed by the Claimant(s) shall proceed to hear the issue pertaining to consolidation in the Consolidation Virtual Hearing Room. The Tribunal may permit consolidation if:
- a) the applicable law permits consolidation of the arbitrations without the consent of the Parties, if the circumstances permitting consolidation under the applicable law are satisfied; or
  - b) all Parties across all of the related Notices of Arbitration being consolidated, have consented to the consolidation.
- 24.05 If upon completion of the proceedings in Rule 24.04 above, the Tribunal finds that consolidation is appropriate for some or all of the related Notices of Arbitration, then the Tribunal shall promptly inform the Registrar, CORD of such decision. The Registrar, CORD shall in such a case arrange for all Parties across the consolidated Notices of Arbitration to be provided access to the Primary Virtual Hearing Room created for the Notice of Arbitration first initiated, and upload all related Notices of Arbitration to this Primary Virtual Hearing Room.
- 24.06 The Tribunal’s decision to grant an application for consolidation under this Rule 24 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
- 24.07 Where an application for consolidation is granted under Rule 24.05, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 10.
- 24.07 Where an application for consolidation is granted under Rule 24.05, CORD may revoke the appointment of any arbitrators appointed prior to the decision on consolidation in respect of any arbitration the subject of the Notices of Arbitration that have been consolidated.
- 24.08 The time limits provided in Rule 7 above for filing of the Response to the Notice of Arbitration shall commence only upon the issuance of a decision by the Tribunal on the application seeking consolidation of proceedings. In the event proceedings are consolidated, then the Respondent(s) may issue a consolidated Response to all relevant Notices of Arbitration.

### Rule 25: Joinder of Additional Parties

- 25.01 In the event a Party wishes to add a non-party to the arbitration (the “Additional Party”), such Party may make a suitable application to the Tribunal, once constituted, with a copy to the Registrar, CORD, at [registrar@resolveoncord.com](mailto:registrar@resolveoncord.com).
- 25.02 The Registrar, CORD shall, upon receipt of such a request, send the request to the Respondent(s) and any proposed Additional Party, in a manner contemplated by Rule 3 and request their response to the request for Joinder. The Respondent(s) and the Additional Party shall submit their response to such request for Joinder within 10 days from the date of receipt of such request. All such submissions shall be made by sending an email to the Registrar, CORD, at [registrar@resolveoncord.com](mailto:registrar@resolveoncord.com). The Registrar shall upload these submissions on the Primary Virtual Hearing Room.
- 25.03 The Tribunal may permit such Additional Party to be joined to the arbitration if:
- a) the applicable law permits joinder of such Additional Party to the arbitration without the consent of the Parties, and the conditions necessary for such joinder have been satisfied; or
  - b) all Parties, including the Additional Party to be joined, have consented to the joinder of the Additional Party.
- 25.04 If upon an application being made, the Tribunal is *prima facie* satisfied that there is a case for joinder, then the Tribunal shall promptly intimate the Registrar, CORD of the same and provide details of the Additional Party of the kind mentioned in Rule 4.02(b) above. The Registrar, CORD, shall in such a situation provide another private and secure Virtual Hearing Room (“Joinder Virtual Hearing Room”) and provide all Parties, the Tribunal and the Additional Party access to the Joinder Virtual Hearing Room.
- 25.05 Proceedings pertaining to the Joinder of the Additional Party shall be conducted in the Joinder Virtual Hearing Room. If upon completion of such proceedings the Tribunal finds that the Additional Party is to be joined in the arbitration then the Tribunal shall promptly inform the Registrar, CORD of such decision. The Registrar, CORD shall in such a case arrange for the Additional Party to be provided access to the Primary Virtual Hearing Room
- 25.06 Where an application for joinder is granted under Rule 25.04, the date of receipt of the complete application for joinder shall be the date of commencement of the arbitration in respect of the Additional Party.
- 25.06 The Tribunal’s decision to grant an application for joinder under this Rule 25 is without prejudice to its power to subsequently decide any question as to its jurisdiction arising from such decision.
- 25.07 Where an application for joinder is granted under Rule 25.05, any party who has not nominated an arbitrator or otherwise participated in the constitution of the Tribunal shall be deemed to have waived its right to nominate an arbitrator or otherwise participate in the constitution of the Tribunal, without prejudice to the right of such party to challenge an arbitrator pursuant to Rule 10.
- 25.08 Where an application for Joinder is granted, the requisite filing fee under these Rules shall be payable for any additional claims or counterclaims as if these claims and/or counterclaims were made as part of the Notice of Arbitration and/or the Response to the Notice of Arbitration and the Additional Party were a named Claimant or Respondent (as relevant), from the inception of the arbitration. All time limits for payment of such fees shall commence from the date of the order of the Tribunal on the issue of joinder.

### Rule 26: Additional Powers of the Tribunal

- 26.01 Subject to a contrary agreement by the parties, and subject to all laws applicable to the arbitration, and the applicable law, the Tribunal shall have, in addition to the powers enumerated elsewhere in these Rules, the power to:
- a) order a correction or rectification to any contract;
  - b) modify time limits prescribed under these Rules, subject to the overriding considerations of conducting proceedings expeditiously;



- c) conduct enquiries the Tribunal believes to be necessary or expedient;
- d) direct a party to produce to the Tribunal and to the other parties the original or copies of any document in their possession or control which the Tribunal considers relevant and material to the case;
- e) direct a party or person to give evidence by affidavit or in any other form;
- f) proceed with the arbitration even if a party refuses to comply with these Rules or with the Tribunal's orders, directions or Award or attend any hearing scheduled by the Tribunal, and to sanction any party for their failure or refusal to comply, in any manner the Tribunal deems appropriate;
- g) decide, where appropriate, any issue not expressly raised by a party in its pleadings, provided it has been clearly brought to the notice of the other party and the other party has been given adequate opportunity to respond; and
- h) determine claims of legal privilege or any other privilege that may be claimed by any party.

### Rule 27: The Award

- 27.01 Once the Tribunal is satisfied, after consulting with the parties, that all submissions and evidence relevant to determining the matter the subject of the arbitration have been submitted by the parties, or the Tribunal is of the view that sufficient time for making such submission or providing evidence has been provided, the Tribunal shall declare the proceedings closed.
- 27.02 The Tribunal may, on its own motion or upon application of a party but before any Award is made, reopen the proceedings.
- 27.03 The Tribunal shall submit the Award to the Registrar no later than 30 days from the date on which the Tribunal declares the proceedings closed.
- 27.04 Subject to the agreement of the parties and the applicable law, the Award shall be in writing and shall state the reasons upon which it is based.
- 27.05 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.
- 27.06 Subject to an agreement to the contrary and the applicable law, the Tribunal shall specify in the Award the total amount of the costs of the arbitration, including the Tribunal's fees, the administrative fee payable to CORD, the cost of any expert appointed by the Tribunal or any other assistance reasonably required by the Tribunal, and determine in the Award the apportionment of the costs of the arbitration among the parties. In making such determination, the Tribunal shall have due regard to any sums paid by the Claimant in place of the Respondent, or the Respondent in place of the Claimant.
- 27.07 Subject to an agreement to the contrary and the applicable law, the Tribunal shall determine in the Award whether all or a part of the legal or other costs of a party are to be paid by another party. The Tribunal shall ordinarily follow the costs follow the event principle but may deviate from the same, including by reference to the conduct of the party in the arbitration, and upon providing sufficient justification.
- 27.08 Where there is more than one arbitrator, the Tribunal shall decide by a majority.
- 27.09 The Award shall be sent to the Registrar electronically to process the document for affixing a digital signature. In the event the parties so request, or if the Tribunal is of the view that in a particular case it is appropriate to have physical ink signatures, the Tribunal shall print the Award, affix its signature on each page, date the document and transmit sufficient copies of the executed Award to provide one copy to each of the parties and one copy to the Registrar. The Registrar shall promptly forward a copy of the Award to each of the Parties.
- 27.10 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.

- 27.11 The time limit for submitting an Award may be extended by the Registrar in appropriate circumstances.
- 27.12 The Registrar has the power to penalise the Tribunal for any delay in submitting the Award, including by making such deductions from the sums payable to the Tribunal towards their fees or, in appropriate cases by replacing some or all members of the Tribunal. Before imposing a penalty, the Registrar shall provide the Tribunal an opportunity to explain any delay in rendering an Award and consider whether there were justifiable grounds for the delay.
- 27.14 By agreeing to arbitration under these Rules, the parties agree that any Award shall be final and binding on the parties. The parties agree to implement the Award immediately and without delay. To the extent permitted by the applicable law, parties irrevocably waive any right they may have, to challenge or object to the enforcement of the Award before any court, in any jurisdiction.
- 27.15 Upon issuance of an Award all virtual hearing rooms related to the case will be archived and deleted in accordance with the retention policy of CORD.

#### **Rule 28: Corrections, Additions and Clarifications to Awards**

- 28.01 A Party may, within 30 days of receiving an Award, intimate the Registrar by email at [registrar@resolveoncord.com](mailto:registrar@resolveoncord.com) of its intention to seek a correction, clarification or an addition to the Award, and provide the reasons for seeking a correction/clarification or addition to the Award.
- 28.02 Upon receipt of a request of the nature specified in Rule 28.01 above, the Registrar shall reinstate the Primary Virtual Hearing Room, upload the submission containing the request on the Primary Virtual Hearing Room, and intimate the Tribunal and the other party of the request made.
- 28.03 The Tribunal may, after receiving comments (if any) from the other party, and within 30 days from the receipt of the request, proceed to:
  - a) correct an Award if there is any error in computation, any clerical or typographical error or any error of a similar nature;
  - b) make an additional Award as to claims presented in the arbitration but not dealt with in the Award; or
  - c) provide an interpretation clarifying any ambiguous aspect in the Award,
 either by making the necessary correction, addition or clarification in the Award and reissuing the Award, or by issuing an addendum to the Award which shall be treated as part and parcel of the Award.
- 28.04 The Tribunal may also correct any error of the type referred to in Rule 28.03(a) on its own initiative within 30 days of the date of the Award.
- 28.05 The provisions of Rule 27 shall apply in the same manner with the necessary or appropriate changes in relation to a correction of an Award, interpretation of an Award and to any additional Award made.

#### **Rule 29: Payment of Fees**

- 29.01 The Claimant shall pay the fees necessary to initiate a dispute i.e. the fees pertaining to the preparation of the Notice of Arbitration (if any) and the fees payable for dispatch and tracking of the Notice of Arbitration, at the time of initiating arbitration in accordance with Rule 4.01 above. In the event the Claimant fails to pay the requisite fees within 30 days of the date of submitting its Notice of Arbitration, then the case may be closed by the Registrar in his/her absolute discretion, without prejudice to the right of the Claimant to initiate another proceedings on the same cause of action as may be permitted by law.
- 29.02 The Claimant and the Respondent shall pay in equal share the fees payable for appointment of an arbitrator within ten days of the date fixed for the filing of the Response to the Notice of Arbitration. In the event the Claimant or the Respondent fails to make requisite payment within this time then it will

be open to the other party to make good this shortfall within a further 10 days. If no payment is received within this period then the case may be closed by the Registrar in his/her absolute discretion, without prejudice to the right of the Claimant and the Respondent to initiate another proceedings on the same cause of action as may be permitted by law. No action under Rule 9 for appointment of an arbitrator shall be taken unless the fees mentioned herein are paid. No fees are payable for considering the nomination made by either party or the arbitrators already appointed.

- 29.03 The fees of the Tribunal and CORD shall be fixed by the Registrar in accordance with the applicable Schedule of Fees. In exceptional circumstances, the Registrar may determine that an additional fee over that prescribed in the applicable Schedule of Fees shall be paid.
- 29.04 The Claimant and the Respondent shall pay in equal share the total of the institutional fee and the arbitrator fees payable, calculated with reference to the value of the Claim, the counterclaim, and the sector of the dispute, within 10 days from the date fixed for receiving the Response to the Notice of Arbitration. In the event the Claimant or the Respondent fails to make the entirety of such fees, or such lower sum as the Registrar permits considering the circumstances of the case, within this time then it will be open to the other party to make good this shortfall within a further 10 days. In the event the Claimant fails to ensure full payment of the total fees payable towards resolving the Claim, or if the Respondent fails to ensure full payment of the total fees payable towards resolving the counterclaim, then the Claim and/or the counterclaim, as the case may be, shall not be taken up for further consideration by the Tribunal. If full payment is received neither in respect of the Claim nor the counterclaim within this period then the case may be closed by the Registrar in his/her absolute discretion, without prejudice to the right of the Claimant and the Respondent to initiate another proceedings on the same cause of action as may be permitted by law. A Tribunal shall not commence proceedings unless the fees payable under this Rule are paid.
- 29.05 If the Claimant or the Respondent has made an application seeking urgent interim relief, or in any other circumstance where the Claimant or the Respondent wishes to expedite constitution of the Tribunal or the hearing on the matter, then it shall be open to the Claimant or the Respondent, as the case may be, to pay the full fees payable towards appointment of the Tribunal, and the full fees payable towards Institutional Fees and Arbitrators Fees, including the fees payable by the counterparty, unless the Registrar permits a party to pay such lesser sum as may be considered appropriate in the circumstances of the case. These fees shall be calculated:
- a) In case of the Claimant, by reference to the claim value as per the Notice of Arbitration and may be paid at the time of filing the Notice of Arbitration; or
  - b) In case of the Respondent, by reference to the sum of the claim (if there is no counterclaim) or the value of the counterclaim (if there is a counterclaim), at the time of filing the Response to the Notice of Arbitration.
- 29.06 In the event the Registrar has authorised payment of sums lower than the full amount payable towards the institution and the Tribunal's fee pursuant to Rule 29.04 or 29.05 above, then the Registrar may request the parties to pay the balance portion any time during the arbitration proceedings, within such time as may be prescribed. In the event either or both of the parties fail to make payment, and the other party fails to make good such shortfall in payment within the time limits provided, then the arbitration proceedings will be suspended for a period of 30 days and if no payment is received even during this period then the proceedings will be declared closed, subject without prejudice to the right of the Claimant and the Respondent to initiate another proceedings on the same cause of action as may be permitted by law.
- 29.07 In the event an Arbitrator has been replaced during the arbitration proceedings in accordance with the Rules, and there is a shortfall in the fees payable to the Tribunal in accordance with the Rules on account of the removal of an Arbitrator, and it has not been recovered from the Arbitrator so removed, then the Parties will be invited to make good such shortfall in equal proportion within 15 days of such removal. In the event sufficient payment is not received within this period and the Claimant fails to ensure full payment of the total fees payable towards resolving the Claim, or if the Respondent fails to ensure full payment of the total fees payable towards resolving the counterclaim, within a further 5 days, then the Claim and/or the counterclaim, as the case may be, shall not be taken up for further consideration by the Tribunal. If full payment is received neither in respect of the Claim nor the

counterclaim within this period then the case may be closed by the Registrar in his/her absolute discretion, without prejudice to the right of the Claimant and the Respondent to initiate another proceedings on the same cause of action as may be permitted by law.

- 29.08 Prior to the issuance of an Award, the Registrar shall intimate the parties of any additional fees, over and above those already paid by the Parties, that may have to be paid, including with respect to any reasonable out-of-pocket expenses necessarily incurred by the Tribunal (the reasonableness of which will be solely determined by the Registrar). The Claimant and the Respondent shall bear these expenses in equal part. In the event either party fails to make payment of their respective portion of the fees provided herein, the other party may make good these payments. The Registrar shall proceed to issue the Award only upon receipt of all such payment.
- 29.09 The provisions of this Rule are subject to any contrary agreement that may be entered into between a Party and CORD.

### **Rule 30: Confidentiality**

- 30.01 Subject to a contrary agreement between the parties, and the applicable law, the existence of the arbitration, the arbitration proceedings, all hearings and meetings held and any transcripts, recordings, documents and other material used in the course of or in relation to the proceedings shall be private and confidential.

### **Rule 31: Exclusion of Liability**

- 31.01 Any arbitrator, any person appointed by the Tribunal, including any administrative secretary and any directors, officers, representative and employees of CORD, shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by CORD in accordance with these Rules.
- 31.02 Any arbitrator, any person appointed by the Tribunal, including any administrative secretary and any directors, officers, representative and employees of CORD, shall not be under any obligation to make any statement in connection with any arbitration administered by CORD in accordance with these Rules. No party shall seek to make any arbitrator, any person appointed by the Tribunal, including any administrative secretary and any directors, officers, representative and employees of CORD act as a witness in any legal proceedings in connection with any arbitration administered by CORD in accordance with these Rules. CORD shall however provide a Party, on demand, and on payment of requisite fees, an electronic copy of the entire arbitral record together with a certificate certifying that the data has not been tampered with or altered since having been uploaded on the online platform.

### **Rule 32: Miscellaneous**

- 32.0 Notwithstanding anything contained in these Rules, the Registrar may, in his/ her absolute discretion, take such steps as may be necessary in her view, to facilitate a fair and effective resolution of the dispute between the parties.

### **Rule 33: Residuary**

- 33.0 A reference to the Rules of Arbitration of the Centre for Online Dispute Resolution or CODR shall, unless repugnant to the context, be construed as a reference to the present Rules.

## SCHEDULE OF FEES

version in force as on 1 November 2020

Priority Sector			
Service	Details	Price in ₹	Pricing for
Notice Dispatch and Tracking	Email + SMS + WhatsApp + Courier	₹ 100	Per notice
Appointment of Arbitrator		₹ 500	Per case
Arbitrator Fees	Ex-parte	₹ 2,000	Per case
	Contested	₹ 7,000	Per case
Institution Fees	Ex-parte	₹ 1,500	Per case
	Contested	₹ 3,000	Per case

Non-Priority Sector				
Service	Details	Price in ₹	Pricing for	Remarks
Notice Dispatch and Tracking	Email + SMS + WhatsApp + Courier	₹ 1,000	Dispute Value up to ₹ 5 Lakh	Printing expenses ₹ 5 per page
		₹ 2,000	Disputes Value ₹ 5 Lakh and ₹ 1Cr	
		₹ 5,000	Dispute Value above ₹ 1Cr	
Appointment of Arbitrator	Charged separately if appointment availed as a standalone service, otherwise, included within Institution Fees.	₹ 5,000	Dispute Value up to ₹ 50 Lakh	
		₹ 10,000	Dispute between ₹ 50 Lakh and ₹ 1 Cr	
		₹ 20,000	Dispute between ₹ 1 Cr and ₹ 10 Cr	
		₹ 40,000	Disputes above ₹ 10 Cr	
Value of Dispute	Nature of Dispute	Arbitrator's Fees	Institution Fees (inclusive of Arbitrator Appointment)	
Up to ₹ 25 Lakh	Ex-parte	₹ 25,000	₹ 10,000	
₹ 25 Lakh to ₹ 50 Lakh		₹ 30,000	₹ 15,000	
₹ 50 Lakh to ₹ 1 Cr		₹ 40,000	₹ 15,000	
Up to ₹ 25 Lakh	Contested	₹ 40,000	₹ 15,000	
₹ 25 Lakh to ₹ 50 Lakh		₹ 60,000	₹ 20,000	
₹ 50 Lakh to ₹ 1 Cr		₹ 75,000	₹ 20,000	
Dispute value from ₹ 1 Cr to ₹ 10 Cr	N/A	₹ 75,000 +0.3% of dispute value above ₹ 1 Cr	₹ 20,000 + 0.1% of dispute value	
Dispute value from 10 Cr to ₹ 100 Cr		₹ 3,45,000 +0.2% of dispute value above ₹ 10 Cr with a cap of ₹ 25,00,000/-	Additional institutional fees of ₹ 1,10,000 + 0.05% of dispute value with a cap of ₹ 2,50,000/-	

\* All prices are exclusive of taxes and stamp duty (where relevant)