

**ADReS NOW**  
**RULES OF ARBITRATION**



**ADR e-Sarvatra Private Limited**  
63 Palace Road, Vasanthnagar  
Bengaluru – 560052

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## ADReS NOW RULES OF ARBITRATION

### 1. OBJECTIVE AND APPLICABILITY

- 1.1. These rules have been framed by ADReS Now (*as defined herein*) and may be called the '**ADReS Now Rules of Arbitration**' or '**ADReS Now Rules**'.
- 1.2. ADReS Now provides arbitration services through its technology driven platform, currently hosted at <https://www.adresnow.com>. The process is conducted online with user-friendly technology, in an effort to promote a timely, cost-effective and convenient alternative to traditional dispute resolution methods.
- 1.3. The ADReS Now Rules shall apply when parties to an Arbitration Agreement (*as defined herein*) have agreed to refer any disputes or differences of any nature whatsoever, arising out of or in connection with a contractual arrangement, to:  
(a) ADReS Now for resolution through arbitration in accordance with the ADReS Now Rules; or (b) arbitration under the Arbitration Act (*as defined herein*), notwithstanding that such Arbitration Agreement has not specified any rules, including the ADReS Now Rules, for the conduct of such arbitration; or (c) arbitration pursuant to a reference by any court, trade body, association or other persons and mandated to be conducted under the Arbitration Act (*as defined herein*).
- 1.4. By agreeing to adopt the ADReS Now Rules for the resolution of a Dispute, the Disputants shall be deemed to have consented automatically to the procedures prescribed under the ADReS Now Rules. To the extent the ADReS Now Rules are inconsistent with any procedures set out in the Arbitration Agreement, the ADReS Now Rules shall prevail.
- 1.5. The ADReS Now Registry may at any time, and with or without assigning reasons, amend or substitute the whole or any part or provision of the ADReS Now Rules. Consent to the ADReS Now Rules shall be deemed to include a consent to any such amendments and substitutions.
- 1.6. The ADReS Now Registry may at any time, and with or without assigning reasons, issue clarifications on the ADReS Now Rules generally or in respect of any

particular Dispute, and the same shall be binding and final on Users generally or on parties to the particular Dispute, as the case may be.

## 2. DEFINITIONS

All capitalized terms used in these ADReS Now Rules, shall, unless the context otherwise requires or unless defined elsewhere in these ADReS Now Rules, have the meanings set forth below.

- 2.1. **“ADReS Now”** shall mean ADR e-Sarvatra Private Limited, a private limited company incorporated under the Companies Act, 2013, bearing CIN: U72200KA2019PTC122817 and having its registered office at 63 Palace Road, Vasanthnagar, Bengaluru – 560052, Karnataka, India, and shall include any successor entity thereto.
- 2.2. **“ADReS Now Panel”** shall have the meaning ascribed to such term in Clause 5.2 of the ADReS Now Rules.
- 2.3. **“ADReS Now Registry”** shall mean the administrative body responsible for overseeing the implementation of the ADReS Now Rules, including by way of maintaining records of Disputes, publishing information on the Platform and providing secretarial support services, including but not limited to, processing requests for arbitration, financial administration and technical assistance and coordination.
- 2.4. **“ADReS Now Rules”** shall mean these arbitration rules framed by ADReS Now for the conduct of arbitration proceedings on the Platform and shall include any amendments made and clarifications issued thereto by the ADReS Now Registry, from time to time.
- 2.5. **“Arbitral Tribunal”** shall mean a sole Arbitrator or a panel of Arbitrators.
- 2.6. **“Arbitration Act”** shall mean the Arbitration and Conciliation Act, 1996, as amended from time to time, or any re-enactment thereof.
- 2.7. **“Arbitration Agreement”** shall mean, with respect to any Dispute, the arbitration agreement(s) or clause(s), together with any contractual or other documentation

in which those terms are contained, or are referenced, and invoked by the Claimant in support of its Request for Arbitration with respect to such Dispute.

- 2.8. **“Arbitrator”** shall mean, with respect to a Dispute, the arbitrator appointed or to be appointed under the ADReS Now Rules to resolve such Dispute through arbitration. References to an “Arbitrator” in these ADReS Now Rules shall include an **“Arbitral Tribunal”** where the context so requires.
- 2.9. **“Award”** shall mean the arbitral award passed by the Arbitral Tribunal pursuant to Clause 10 of the ADReS Now Rules.
- 2.10. **“Claimant”** shall mean any party seeking to commence or who commences arbitration under the ADReS Now Rules, and who has registered as a User on the Platform.
- 2.11. **“Clause”** shall mean a specific clause within the ADReS Now Rules.
- 2.12. **“Counsel”** shall mean any individual or law firm acting as an advocate (by whatever name called) to a Disputant.
- 2.13. **“Court”** shall have the meaning ascribed to such term in Section 2(e) of the Arbitration Act.
- 2.14. **“Dispute”** shall mean any disputes or differences of any kind whatsoever that has been referred to ADReS Now for resolution in accordance with the Arbitration Act.
- 2.15. **“Disputant”** shall mean any contesting party to a Dispute referred to ADReS Now for resolution.
- 2.16. **“Fees”** shall mean fees and charges stipulated from time to time by the ADReS Now Registry.
- 2.17. **“First Notice”** shall have the meaning ascribed to such term in Clause 3.5(b) of the ADReS Now Rules.

- 2.18. **“Follow-Up Notice”** shall have the meaning ascribed to such term in Clause 3.5(c) of the ADReS Now Rules.
- 2.19. **“High Value Claim”** shall mean any claim equal to or greater than INR 50,00,00,000/- (Indian Rupees Fifty Crores only) in value.
- 2.20. **“Notice”** shall mean the First Notice or any of the Follow-Up Notices, as applicable, and **“Notices”** shall mean the First Notice and all of the Follow-Up Notices, collectively.
- 2.21. **“Organisation”** in relation to a Disputant, shall mean a Disputant that is a body corporate, whether incorporated or registered under applicable law.
- 2.22. **“Particulars”** shall mean information and documents as may be relevant to a Dispute and/or which a Disputant may be required to submit and/or publish on the Platform.
- 2.23. **“Platform”** shall mean the technology driven online dispute resolution platform proprietary to ADReS Now and currently accessible at <https://adresnow.com>.
- 2.24. **“Request for Arbitration”** shall have the meaning ascribed to such term in Clause 3.1 of the ADReS Now Rules.
- 2.25. **“Respondent”** shall mean, with respect to any Dispute, any party against whom the Claimant to such Dispute has advanced any claims.
- 2.26. **“Response Statement”** shall have the meaning ascribed to such term in Clause 7.4 of the ADReS Now Rules.
- 2.27. **“Schedule of Proceedings”** shall have the meaning ascribed to such term in Clause 7.2 of the ADReS Now Rules.
- 2.28. **“Statement of Claim”** shall have the meaning ascribed to such term in Clause 7.3 of the ADReS Now Rules.

- 2.29. “**User**” shall mean any Disputant, Counsel, Arbitrator, or such other user as may be permitted by the Platform or who has registered on the Platform in the manner prescribed on the Platform.

### **Interpretation**

- (a) Words in the singular shall, unless repugnant to the context, include their plural forms, and *vice-versa*.
- (b) When, as required by the ADReS Now Rules, a User in a Dispute publishes any Particulars on the Platform, the Particulars shall be available for view or download only to other Users in that Dispute and only to the extent allowed by the ADReS Now Rules. Publication shall not result in unrestricted access to any User or visitor to the Platform.
- (c) In the event of any ambiguity in the interpretation of the ADReS Now Rules, the interpretation placed by the ADReS Now Registry shall be final and binding on the Users.

## **3. REQUEST FOR ARBITRATION**

- 3.1. A Claimant seeking to commence arbitration of a Dispute under the ADReS Now Rules shall submit a request for arbitration of a Dispute (a “**Request for Arbitration**”) to the ADReS Now Registry in the manner specified on the Platform, accompanied by complete and correct Particulars as may be prescribed by the ADReS Now Registry.
- 3.2. The Claimant shall be required to pay the Fees prescribed on the Platform as a pre-requisite to submitting the Request for Arbitration. Any Request for Arbitration that has been submitted without payment of the prescribed Fees shall automatically be dismissed by the ADReS Now Registry.
- 3.3. The Request for Arbitration shall be accompanied by the following Particulars:
  - (a) the names, addresses, mobile telephone numbers and e-mail addresses of the Disputants provided that as regards the mailing address of the Respondent, the Claimant shall furnish the address of the Respondent’s

place of business and/or habitual residence which the Claimant knows to be the last known address of the Respondent;

- (b) a summary of such Dispute, including an estimate of the monetary value of the claims against the Respondent;
  - (c) digital copies of the Arbitration Agreement relevant to the Dispute;
  - (d) if the Claimant is seeking arbitration on the Platform pursuant to any Court order, a digital copy of such order;
  - (e) such other documents and/or information as stipulated by the ADReS Now Registry from time to time.
- 3.4. To the extent that the Arbitration Agreement has not specified any rules, including the ADReS Now Rules, for the conduct of such arbitration, the Claimant shall be required to consent to the ADReS Now Rules prior to submitting the Request for Arbitration.
- 3.5. On receipt of a valid Request for Arbitration, the ADReS Now Registry shall:
- (a) appoint the Arbitral Tribunal, subject to Clause 5;
  - (b) send, on behalf of the Arbitral Tribunal, a notice to the Respondent (“**First Notice**”), in such format as adopted by the ADReS Now Registry. The First Notice shall be sent by electronic mail or by speed post or by registered post with acknowledgment due, to the address(es) of the Respondent as specified in the Request for Arbitration; and
  - (c) in the event that no response has been received by or on behalf of the Respondent to the First Notice within three weeks of physical dispatch of the First Notice, re-send the notice to the Respondent in the same manner as stipulated in Clause 3.5(b) (“**Follow-Up Notice**”).
- 3.6. In the event the Notices are refused by the Respondent or undelivered for any reason, or the Respondent, having accepted service of the Notice(s), does not



register on the Platform within the period prescribed in the Notice(s), the Arbitral Tribunal shall determine whether to proceed with the arbitration proceedings *ex parte* the Respondent (after, in its discretion, issuing an additional Follow-Up Notice). In the event the Arbitral Tribunal does not proceed with the arbitration proceedings, the ADReS Now Registry shall refund to the Claimant, any Fees paid, subject to such deductions as prescribed by the ADReS Now Registry.

#### **4. FEES**

- 4.1. The Disputants shall, at all times, ensure that the prescribed Fees are paid within such time periods as may be stipulated by the ADReS Now Registry.
- 4.2. Failure to pay the Fees within the prescribed time periods may affect the Disputant's ability to commence or continue arbitration proceedings on the Platform and otherwise use some or all features of the Platform. The ADReS Now Registry reserves the right, exercisable in its sole discretion, to decide matters concerning the forfeiture, refund or waiver of Fees paid or payable, as the case may be.

#### **5. APPOINTMENT OF THE ARBITRAL TRIBUNAL**

- 5.1. The Arbitral Tribunal shall be appointed in the manner set forth in Clauses 5.2 or 5.3, upon receipt of a valid Request for Arbitration.
- 5.2. Other than as set forth in Clause 5.3 below, the Arbitral Tribunal shall consist of a sole Arbitrator, appointed by the ADReS Now Registry from a panel of Arbitrators constituted by the ADReS Now Registry ("**ADReS Now Panel**"). The ADReS Now Panel shall comprise Arbitrators with the requisite qualifications, experience and expertise to conduct and preside over arbitration proceedings on the Platform.
- 5.3. In the event the Request for Arbitration discloses a High Value Claim and the Arbitration Agreement requires the Arbitral Tribunal to consist of a sole Arbitrator, the sole Arbitrator shall be appointed jointly by the Disputants, from among the ADReS Now Panel. If, for any High Value Claim, the Arbitration Agreement requires the Arbitral Tribunal to consist of 3 (three) Arbitrators, each Disputant shall appoint an Arbitrator from among the ADReS Now Panel and the ADReS Now Registry shall appoint the third Arbitrator. To the extent that a

Disputant does not appoint an Arbitrator, or if Disputants are unable to agree upon a sole Arbitrator, in each case, within the time periods prescribed by the ADReS Now Registry, the ADReS Now Registry shall appoint such Arbitrator.

5.4. Every ADReS Now Panel member who is approached by the ADReS Now Registry in connection with his/her possible appointment as an Arbitrator for any Dispute shall disclose in writing and publish on the Platform, any circumstances:

(a) likely to give rise to justifiable doubts as to his/her independence or impartiality, such as the existence either direct or indirect, of any past or present relationship with or interest in any of the Disputants or in relation to the subject-matter of the Dispute, whether financial, business, professional or other kind; and

(b) which are likely to affect his/her ability to devote sufficient time to the arbitration and in particular his/her ability to complete the entire arbitration within a period of 8 (eight) months.

5.5. An Arbitrator, from the time of his/her appointment and throughout the arbitral proceedings, shall, without delay, disclose to the Disputants and the ADReS Now Registry in writing and publish on the Platform, any circumstances referred to in Clause 5.4. The grounds for determining whether justifiable doubts exist as contemplated in Clause 5.4(a) and the format of the disclosures contemplated in Clause 5.4 shall be as set out in the Arbitration Act.

## **6. ACCESS TO CASE DOCUMENTS AND INFORMATION**

6.1. The Disputants shall, automatically upon registering onto the Platform, have access to documents published by each Disputant, the Arbitral Tribunal and the ADReS Now Registry, in connection with the Dispute. This right to access such documents and the Platform may be granted by the Disputant: (a) in the event the Disputant is an Organisation, to one or more authorized representatives within the Organisation; and (b) to the Disputant's Counsel and witnesses, to the extent allowed by the Platform. For the avoidance of doubt, a Disputant shall be solely responsible for any access to the Platform granted by the Disputant to any person and all consequences thereof.

6.2. Notwithstanding anything to the contrary, all submissions including Statements of Claim, Response Statements, list of documents and witnesses and any Particulars required to be uploaded or published on the Platform, shall be uploaded or published in such manner and in accordance with such directions as may be prescribed on the Platform.

## **7. COMMENCEMENT OF ARBITRATION PROCEEDINGS**

7.1. The Arbitral Tribunal shall commence arbitration proceedings promptly after its appointment. The proceedings shall be conducted in accordance with the ADReS Now Rules. Express consent of the Disputants with regard to procedural aspects of the arbitration, shall be sought only where mandated by the Arbitration Act.

7.2. As soon as reasonably possible after the Arbitral Tribunal has been appointed under these ADReS Now Rules, a schedule generated on the Platform by the Arbitral Tribunal for conducting the arbitration proceedings ("**Schedule of Proceedings**"), shall be made available to the Disputants. Disputants shall abide by and instruct their respective Counsel and witnesses to abide by the Schedule of Proceedings and cooperate with the Arbitral Tribunal in this regard. Disputants may, in good faith and for reasons to be recorded in writing, request the Arbitral Tribunal to make modifications to the Schedule of Proceedings, provided that not more than 2 (two) requests for modification shall be entertained by the Arbitral Tribunal. Any such request may be granted subject to payment of additional Fees as may be determined by the Arbitral Tribunal in consultation with the ADReS Now Registry.

7.3. The Arbitral Tribunal shall direct the Claimant to prepare and publish a statement in writing ("**Statement of Claim**") on the Platform within such period of time as may be specified in the Schedule of Proceedings. The Statement of Claim shall set out the following:

- (a) a narrative of the facts of the Dispute, including relevant names and dates in a concise and chronological manner;
- (b) the points of contention;
- (c) the relief or remedy sought by the Claimant;

- (d) Particulars as supporting evidence, including a list of witnesses, if any, whom the Claimant seeks to call, in support of the claim, in the manner specified in Clause 7.7; and
- (e) such other documents and/or information as stipulated by the ADReS Now Registry and/or the Arbitral Tribunal, from time to time.

Provided that in the event the Respondent does not, within the prescribed time, enter appearance on the Platform, the Request for Arbitration may, at the discretion of the Arbitral Tribunal, be treated as the Statement of Claim by the Arbitral Tribunal, subject to submission of such further Particulars as the Arbitral Tribunal may direct. The foregoing shall be without prejudice to the Claimant's choice to specify on the Platform that the Request for Arbitration may be treated as the Statement of Claim.

7.4. The Arbitral Tribunal shall direct the Respondent to prepare and publish on the Platform, within such period of time as may be specified in the Schedule of Proceedings, its written response to the Statement of Claim ("**Response Statement**"). The Response Statement shall include:

- (a) a response (by way of confirmation or denial) to the allegations and claims contained in the Statement of Claim;
- (b) a summary of the Respondent's defense;
- (c) a counter-claim (if any) against the Claimant or any other Disputant;
- (d) Particulars as supporting evidence, including a list of witnesses, if any, whom the Respondent seeks to call, in support of the Respondent's defense and/or counter-claim, in the manner specified in Clause 7.7;
- (e) with respect to Fee payments (including Fees for filing a counter-claim), if any, made *via* a payment gateway available on the Platform, a Platform generated confirmation that the prescribed Fees have been paid, and, with

respect to any other mode of payment, proof that such payment has been made; and

(f) such other documents and/or information as stipulated by the ADReS Now Registry and/or the Arbitral Tribunal, from time to time.

7.5. If the Response Statement contains a counter-claim, the Arbitral Tribunal shall direct the Claimant to publish, on the Platform, in the manner set forth on the Platform, its defense to the counter-claim within such period of time as may be specified in the Schedule of Proceedings, and submit proof of payment of any requisite Fees in connection therewith.

7.6. In the event the Respondent or the Claimant fails, within the prescribed period, to publish the Response Statement or the response to any counter-claim, as the case may be, the Respondent and/or the Claimant, as the case may be, shall be deemed to have waived their respective right to file such documents and the Arbitral Tribunal shall proceed accordingly.

7.7. Where the Disputants submit:

(a) documents, data-files and other information as supporting evidence, in accordance with Clause 7.3 or Clause 7.4, as applicable, the Disputants shall specify: (i) the nature and significance of the document relied upon; and (ii) explain the facts or circumstances established by such evidence. The admissibility, relevance and materiality of the evidence submitted shall be solely determined by the Arbitral Tribunal; and

(b) a list of witnesses and/or experts that they intend to call, in accordance with Clause 7.3 or Clause 7.4, as applicable, the Disputants shall provide a brief description of the circumstances intended to be proved by the testimony of each witness and/or expert.

7.8. The Arbitral Tribunal may, at any time and in its discretion, call for further Particulars, submissions or evidence to be filed by the Disputants.

7.9. For the purposes of the ADReS Now Rules, electronically scanned copies of documents shall be admissible as evidence.

## **8. CHALLENGES TO APPOINTMENT OF ARBITRATOR**

8.1. A Disputant shall be entitled to challenge the appointment of an Arbitrator only on the following grounds:

- (a) circumstances exist that give rise to justifiable doubts as to his/her independence or impartiality; or
- (b) the Arbitrator does not possess the qualifications agreed to by the Disputants, or specified in the Arbitration Act, or specified by the court that referred the Dispute.

provided that a Disputant may challenge an Arbitrator appointed by such Disputant or in whose appointment the Disputant has participated, only for reasons of which the Disputant becomes aware after such appointment has been made.

8.2. Any challenge to the appointment of an Arbitrator shall be made only within a period of 15 (fifteen) days from the constitution of the Arbitral Tribunal or within a period of 15 (fifteen) days after becoming aware of the grounds referred to in Clause 8.1. Such challenge shall be made in writing in such format as prescribed by the Platform and shall be published separately or annexed to the Statement of Claim or Response Statement, as applicable.

8.3. Unless the Arbitrator under challenge withdraws from the Arbitral Tribunal or the Disputant who has not made the challenge agrees to such challenge, the admissibility of and final determination regarding any challenge statement published pursuant to Clause 8.2 above shall be decided by the Arbitral Tribunal, after providing a reasonable opportunity for the other Disputants and (to the extent that the Arbitral Tribunal does not consist of a sole Arbitrator) the Arbitrator under challenge to provide written comments on the challenge statement.

8.4. Where: (a) the objections to the appointment of an Arbitrator are held to be valid; or (b) the other Disputants communicate their agreement to the challenge, the

Arbitrator under challenge shall be replaced by a new Arbitrator, to be appointed in accordance with the ADReS Now Rules.

- 8.5. Where the challenge to the appointment of an Arbitrator is not successful, the Arbitral Tribunal shall continue the arbitration proceedings in connection with the Dispute.

## **9. ORAL HEARINGS**

- 9.1. No oral hearings shall be conducted, where the value of a Dispute is equal to or below INR 10,00,000 (Indian Rupees Ten Lakhs only), and any such Dispute shall be resolved through submission of written statements and affidavit evidence only. By agreeing to adopt the ADReS Now Rules for resolution of such Dispute, the Disputants shall automatically be deemed to have consented to dispensing with oral hearings in connection with such Dispute.
- 9.2. Notwithstanding Clause 9.1, in the event a Disputant expressly requests for an oral hearing or the Arbitral Tribunal is of the opinion, after reviewing the documents, evidence and other information submitted by the Disputants pursuant to Clauses 7.3, 7.4 and 7.7, that an oral hearing is necessary for clarifying certain issues; the Arbitral Tribunal shall schedule the oral hearing in the Schedule of Proceedings.
- 9.3. Where the value of a Dispute exceeds INR 10,00,000 (Indian Rupees Ten Lakhs only), oral hearings may be dispensed with by the Arbitral Tribunal, if the Disputants have provided written consent for the same. Without prejudice to the foregoing, the Arbitral Tribunal shall, if it is of the opinion that oral hearings may be dispensed with after reviewing the documents, evidence and other information submitted by the Disputants pursuant to Clauses 7.3, 7.4 and 7.7, seek written consent from the Disputants in this regard.
- 9.4. Unless permitted otherwise by the ADReS Now Registry in exceptional circumstances, all hearings shall be conducted only *via* video-conferencing as made available on the Platform.

## **10. AWARD**

- 10.1. Other than in arbitration proceedings with a sole Arbitrator, decisions by the Arbitral Tribunal, including the Award, shall be made by simple majority. The Arbitral Tribunal shall endeavor, on a best efforts basis, to conclude the arbitration proceedings: (a) in the event the arbitration is conducted on an expedited basis in accordance with Clause 11, within a period of 3 (three) months from the commencement of arbitration proceedings; or (b) in any other case, within a period of 6 (six) months from the commencement of arbitration proceedings.
- 10.2. Upon conclusion of the arbitration proceedings as aforesaid, the Arbitral Tribunal shall endeavor, on a best efforts basis, to deliver the Award as expeditiously as possible and in any event no later than 3 (three) weeks from the date of such conclusion. The Award shall be in writing and shall set out the date, seat and venue of arbitration, the reasons for arriving at the decision and any relief granted in respect of a claim or counterclaim. It may also contain a determination on payment of costs, their apportionment and timeframe within which such costs are to be paid. The Award shall be final and binding on the Disputants.
- 10.3. The Award shall be signed by the Arbitrator, and in the event the Arbitral Tribunal consists of 3 (three) Arbitrators, by all of them. The Award, after the Arbitral Tribunal has affixed their signatures either digitally or otherwise, shall be published on the Platform. If not signed digitally, the ADReS Now Registry shall send a physical copy of the award, duly certified by the ADReS Now Registry, to the Disputants, either by registered post with acknowledgment due or by speed post. It shall be the responsibility of the Disputants to ensure that the Award is duly stamped in accordance with applicable law.
- 10.4. A Disputant may, within 3 (three) weeks of publication of the Award on the Platform, submit a request to the ADReS Now Registry on the Platform for:
  - (a) correction of any computational, clerical, typographical errors or other similar errors in the Award. Such errors may also be corrected by the Arbitral Tribunal on its own initiative; and/or
  - (b) interpretation of a specific point in the Award; and/or



- (c) an additional award on claims presented in the arbitral proceedings but omitted from the Award.
- 10.5. If the Arbitral Tribunal finds the request for correction and/or interpretation and/or an additional award to be justified, it shall, within 3 (three) weeks of receipt of the request, issue as applicable, a memorandum of correction and/or interpretation, that shall form an integral part of the Award and/or an additional award to be issued in accordance with the ADReS Now Rules.
- 10.6. A Disputant may apply for and the Arbitral Tribunal may issue, at any time during the arbitration proceedings or after issuing the Award but before it is enforced, an interim award to grant on a provisional basis, any legal or equitable relief that it is entitled to grant in the final Award. Interim measures ordered by the Arbitral Tribunal may include:
- (a) appointment of a guardian for a minor or a person of unsound mind, for the purposes of the arbitration proceedings;
  - (b) securing the amount in dispute in the arbitration;
  - (c) detention, preservation, inspection, interim custody or sale of any goods or properties which are the subject-matter of the Dispute, including authorizing any person to enter the property of a Disputant for the aforesaid purposes;
  - (d) authorizing activities such as taking samples, conducting experiments or making observations, as may be necessary or expedient for the purpose of obtaining full information or evidence in connection with the Dispute;
  - (e) interim injunction or the appointment of a receiver; or
  - (f) such other interim measures of protection as may appear to the Arbitral Tribunal to be just and convenient.

## **11. EXPEDITED ARBITRATION**

- 11.1. Notwithstanding anything contained in the ADReS Now Rules, the Disputants may, at any stage of the proceedings, agree in writing to have their Dispute

resolved through expedited arbitration, by paying the prescribed Fees, if any. The objective of such expedited arbitration shall be to resolve the Dispute and render an Award within a shortened timeframe.

11.2. To enable quick resolution of the Dispute, the expedited arbitration proceedings shall be subject to the following provisions:

- (a) The Arbitral Tribunal may, or may direct the ADReS Registry to, modify suitably the Schedule of Proceedings;
- (b) the Arbitral Tribunal shall arrive at a decision on the basis of written submissions, documents and information filed by the Disputants, without conducting any oral hearings;
- (c) the Arbitral Tribunal may, at any time, call for further information, submissions or evidence to be filed by the Disputants, in its discretion;
- (d) an oral hearing may be held only if all the Disputants make a request for the same or if the Arbitral Tribunal considers it necessary to conduct an oral hearing for clarifying certain issues; and
- (e) the Arbitral Tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedures as it may deem appropriate for expeditious resolution of the Dispute.

11.3. The Award shall, to the extent possible, be rendered within such shortened timeframe as may be agreed between the Arbitral Tribunal and the Disputants.

## INDICATIVE SCHEDULE OF PROCEEDINGS

### I. DISPUTES OF CLAIM VALUE EQUAL TO OR BELOW INR 10,00,000

Note: This table is for illustrative purposes only.

| SL. NO. | SEQUENCE OF EVENTS   | TIME PERIOD FOR COMPLETION <sup>1</sup> |
|---------|--|---|
| 1.      | Submission of Statement of Claim by Claimant <sup>2</sup>  | Three Weeks                             |
| 2.      | Submission of Response Statement by Respondent   | Three Weeks                             |
| 3.      | Submission by Claimant of defense to counter-claim, if any   | Two Weeks                               |
| 4.      | Examinations in Chief <sup>3</sup>   | One Week                                |
| 5.      | Oral hearing including any cross-examinations (to be permitted by the Arbitral Tribunal in its discretion upon a request by a Disputant made in that behalf) | Two Working Days                        |

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<sup>1</sup> With respect to any event (other than Event 1) listed on this table, the time period set forth in this column shall commence on the day after the expiry of the time period for the completion of the previous event in the sequence. For example, if a Statement of Claim is to be submitted by September 1, the Respondent shall have three weeks from September 2 to submit the Response Statement.

<sup>2</sup> The period for submission of a Statement of Claim by a Claimant shall commence three weeks after the appointment of the Arbitral Tribunal with respect to such Dispute.

<sup>3</sup> A Disputant may request for, and the Arbitral Tribunal in its discretion, may allow for a single oral hearing in Disputes of claim value equal to or below INR 10,00,000.

## II. DISPUTES OF CLAIM VALUE ABOVE INR 10,00,000 AND BELOW INR 50,00,000

Note: This table is for illustrative purposes only.

| SL. NO. | SEQUENCE OF EVENTS  | TIME PERIOD FOR COMPLETION <sup>1</sup> |
|---------|---|---|
| 1.      | Submission of Statement of Claim by Claimant <sup>2</sup>                                     | Four Weeks                              |
| 2.      | Submission of Response Statement by Respondent  | Four Weeks                              |
| 3.      | Submission by Claimant of defense to counter-claim, if any                                    | Two Weeks                               |
| 4.      | Examinations in Chief   | One Week                                |
| 5.      | Oral hearing nos. 1 to 4  | Two Working Days                        |
| 6.      | Arguments (including any written arguments required by the Arbitral Tribunal to be submitted) | One Week                                |

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<sup>1</sup> With respect to any event (other than Event 1) listed on this table, the time period set forth in this column shall commence on the day after the expiry of the time period for the completion of the previous event in the sequence. For example, if a Statement of Claim is to be submitted by September 1, the Respondent shall have four weeks from September 2 to submit the Response Statement.

<sup>2</sup> The period for submission of a Statement of Claim by a Claimant shall commence three weeks after the appointment of the Arbitral Tribunal with respect to such Dispute.