ODRNEXUS

Uniting Tech, Fairness & Efficiency

ODR Nexus Arbitration Rules, 2025.

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Preamble

'**ODR Nexus** is an institution incorporated under applicable law and dedicated to providing **Alternate Dispute Resolution (ADR)** services including it's communications through a fully digital and secure platform. 'ODR Nexus' has its own online platform providing **administrative and technical support** for resolution of disputes online, making it a convenient, cost effective and efficient mode of resolving disputes from the comfort of one's own location without travelling and therefore saving time and cost. The platform can be accessed from www.odrnexus.com using individual login credentials in all electronic devices. In formulating these Rules, ODR Nexus has taken into account the UNCITRAL Arbitration Rules and the established practices of leading international arbitral institutions. The Rules are designed to reflect globally accepted standards of fairness, efficiency, transparency, and procedural integrity in dispute resolution. They aim to promote accessibility, confidentiality and neutrality within a technology-enabled framework, while remaining

consistent with the provisions of the Arbitration and Conciliation Act, 1996, as amended, and aligned with India's evolving digital justice ecosystem.

Being a service provider, and as part of its services, ODR Nexus may make its platform available for conduct and the transmission of any notices or correspondences related to ADR proceedings. ODR Nexus acts solely as a neutral technology facilitator and has no privity or representational relationship with any of the parties in respect of such communications, nor does it assume any adjudicatory or participatory role in connection therewith.

The platform has a number of *Resolutionaries* in its panel, who are experts in their respective domains and have wide experience in adjudicating disputes. This platform provides end to end technical and administrative services to resolve the disputes by fair, impartial and equal manner by giving full opportunity to participate in the proceedings starting from appointment of Arbitrators of their choice in the light of the ratio given by the constitutional bench of the Hon'ble Supreme Court of India in Central Organisation for Railway Electrification(CORE) judgement. ODR Nexus plays no role in determination and / or adjudication of any dispute and does not undertake any decision in the adjudication process. The decisions of the Arbitral Tribunals are independent of this platform and hence, this ODR Nexus has no interest whatsoever in the outcome of the proceedings and there exists no conflict of interest.

CHAPTER A:

PART I: SHORT TITLE, EXTEND AND COMMENCEMENT OF THE RULE:

1. Application and Interpretation

1.1 These rules may be called the ODR Nexus Arbitration Rules, 2025.

1.2 Where parties have i) agreed to refer their disputes to the ODR Nexus for arbitration (whether before or after a dispute has arisen) or ii) where the Court directs that arbitration be conducted between the parties in accordance with these Rules, iii) where the MSME or any other competent authority, associations, union directs that arbitration be conducted between the parties in accordance with these Rules or iv) where a reference to arbitration is made to ODR Nexus in accordance with section 2(6) and Section 6 of the Arbitration and Conciliation Act, 1996 (hereinafter shall be referred as the "Act"), the parties shall be deemed to have agreed that the arbitration shall be conducted and administered in accordance with these Rules, as amended from time to time.

1.3 If any of these Rules are in conflict with a mandatory provision of law, such provisions of law shall prevail.

1.4 These Rules shall come into force with effect from the date of incorporation of ODR Nexus.

2. Definition

2.1 "Arbitration" means any arbitration (physically or online) whether or not administered by an arbitral institution and includes arbitration conducted, wholly or partly, by use of audio-video electronic means.

2.2 "Arbitral Tribunal" means an arbitrator or a panel of arbitrators appointed under these rules.
2.3 "Arbitration Act" means the Arbitration and Conciliation Act, 1996 as amended from time to time.
2.4 "Arbitral Award" means any interim, final or any additional award passed by an Arbitrator or Emergency Arbitrator as per the Act.
2.5 "Arbitration agreement" means agreement as defined under section 7 of the Act and any reference as mentioned in these rules.
2.6 "Arbitration proceedings" means and includes all proceedings conducted under these Rules in relation to both domestic arbitration and international commercial arbitration, as defined under the Act and applicable law.
2.7 "Audio - Video electronic means" includes use of any communication device for video conferencing, filing of pleadings, recording of evidence, transmission of electronic communication, for the purposes of conduct of arbitral proceedings and any other matter incidental thereto.
2.8 "Authorised Representative" means the authorised person of the party having authority or power to represent the party.
2.9 "Blacklist" in relation to an email IDs is a list of email addresses or domains that are prevented from receiving messages from the sender.
2.10 "Case and Case ID" refers to a workspace that the Secretariat shall create on the Portal. Every Case will have a unique case ID that will be communicated to the parties.
2.11 "Case Repository" means a central location in which records pertaining to a particular case are stored and managed.
2.12 "Certified Copies" means the copy of the documents of the case proceeding which is certified and issued by the Secretary as per the provision of schedule III
2.13 "**Claimant**" means the party initiating the arbitration proceeding;
2.14 "Clause" means clauses of these Rules.
2.15 "Code" means Code of conduct and disclosures of Arbitrators as prescribed under these rules and as per schedule VI.
2.16 "Communication" means any notice, invitation, instruction, notification, pleading, application, document, order, award, certificate, report, or settlement agreement communicated and sent by ODR Nexus.
2.17 "Court" shall mean and as defined under the Act.
2.18 "Dispute" means any breach, non-performance, or violation of the terms and conditions of an agreement executed between the parties, giving rise to a cause of action that has been referred to ODR Nexus for resolution in accordance with the provisions of the Act and under these rules.
2.19 "**Document-based Arbitration**" means arbitration proceedings conducted solely on the basis of documents provided during the proceeding by the parties.
2.20 "Documents and their admissibility" means as defined under clause 18.6 of these Rules read with section 19(4) of the Act.

2.21 "Electronic Signature" or "e-sign" refers to data in electronic form, in or attached to a data message, used to identify a signer and to express acknowledgment of the content of the data message as per the provision of IT Act 2000 and under Civil Procedure Code as the case may be.

2.22 "Emergency Arbitration" means Arbitration proceeding conducted before the constitution of the regular Arbitral Tribunal for limited purposes.

2.23 "Emergency Arbitrator" means arbitrator appointed under clause 37 of these rules for adjudicating interim application in respect of ad interim or interim reliefs as per clause 40 of these rules.

2.24 "International Commercial Arbitration" as defined in Sec 2(1)(f)of the Act.

2.25 "Initiating party" shall mean the party initiating the Arbitration proceedings;

2.26 "**Invitation to Arbitration**" means the invitation sent by one party to another party to participate in the arbitration proceedings under these rules where no prior arbitration clause or agreement existed.

2.27 "**Legal Heir or Legal representative**" means a person who in law represents the estate of a deceased person, and includes any person who intermeddles with the estate of the deceased, and, where a party acts in a representative character, the person on whom the estate devolves on the death of the party so acting;

2.28 "**Letter of Request**" shall mean the request made by the Claimant to ODR Nexus to administer proceedings and provide technical support under these rules;

2.29 "**ODR Nexus**" shall mean an Alternate Dispute Resolution (ADR) institution having its platform owned by *AAA Dispute Resolution LLP.* It provides administrative and technical support to facilitate the conduct of arbitration, conciliation and mediation proceedings electronically / online in accordance with the Act.

2.30 "**ODR Nexus Arbitration Clause**" means the dispute resolution clause in an agreement between the parties, in which, the parties agree (either prior or post occurrence of dispute) to resolve their dispute in the manner of arbitration, through ODR Nexus (electronically and digitally) including the appointment of Arbitrator.

2.31 "**Panel of Resolutionaries**" means Resolutionaries (Arbitrators, Mediators and Conciliators) empanelled with ODR Nexus, the list of which is available at www.odrnexus.com

2.32 "Party" means the party to the agreement and proceedings including their authorised representatives.

2.33 "**Pre-Arbitration Notice**" as described under Section 21 of the Act;

2.34 "Platform" means the ODR Nexus Platform, an internet-based dispute resolution platform which is accessible at www.odrnexus.com

2.35 "**Prescribed**" means as prescribed under these rules or under the Act.

2.36 "**Person**" includes an individual, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, society, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal

representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

2.37 "**Respondent**" means the party called upon to submit a response to a case filed against him in arbitration proceedings under these Rules;

2.38 "Rules and schedules" means ODR Nexus dispute resolution rules including schedules thereto.

2.39 "**Secretariat**" refers to ODR Nexus's administrative and technical personnel that are responsible for coordinating the swift management and resolution of disputes, including (but not limited to), processing requests for arbitration, financial administration, coordination and tracking progress of the arbitration proceedings and providing technical and administrative assistance.

2.40 "Secretary" means and includes its associates to perform the duties as may be assigned to them by ODR Nexus from time to time.

2.41 "**Tribunal Secretary**" means the coordinator responsible for providing administrative and technical support in allotted cases or as may be directed by the Secretary. Also to ensure compliance of the directions or the orders given by the Resolutionaries.

2.42 "User" shall mean any party to the proceeding, representatives of the party, resolutionaries, personnels of secretariat or such other person as may be permitted by ODR Nexus.

3. **Manner of Communication:**

3.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such Written Communication may be sent and delivered by registered post or courier service as approved by ODR Nexus or transmitted by any form of electronic communication (including email, whatsapp, sms), or delivered by any other manner that provides a record of its transmission or in any other means as may be decided by the Secretariat or the Arbitral Tribunal, as the case may be.

3.2 Other than electronic communication, it shall be deemed to have been received if it is sent and delivered to-

(a) the addressee personally; or

(b) the addressee's habitual residence, place of business, email or address as specified in the agreement; or

(c) the addressee refused to receive or the same remains unclaimed by the addressee or any of the family members present there; or

(d) as per the terms of the agreement.

3.3 If none of the places referred to in clause 3.1 above can be found after making a reasonable inquiry, the Written Communication shall be deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address by registered post or by way of an email or by any other means, which provides a record of attempted delivery.

3.4. In addition or simultaneously to the above modes of communication, the communication may be sent and given DASTI (by hand) and such communication

shall be deemed to be sent and delivered in the light of provision of Order V Rule 9(5), Rule 17 and Rule 20 of the CPC.

3.5 All communications, notices, and documents related to the arbitration proceedings may be transmitted through electronic means, including but not limited to email, SMS, and WhatsApp, to the contact details provided by the parties. In accordance with Section 4 and Section 5 of the Information Technology Act, 2000 any notice, document, or communication sent electronically shall be deemed valid and legally recognized, provided that it is accessible for subsequent reference.

3.6. Any communication shall be deemed to have been served if the platform receives an electronic confirmation of successful delivery, such as:

(a) delivery receipt, read receipt, or tracking confirmation from the respective service provider; or

(b) A system-generated confirmation of delivery; or

(c) Any other valid proof of transmission as recognized under the law

3.7. It shall be the sole responsibility of the recipient to check their email inbox, including spam/junk folders, and ensure that communications from the platform or the opposing party are not inadvertently blacklisted, marked as spam, block or unsubscribe. Non-receipt of an email due to any of the above or other intentional reasons shall not be a valid ground to dispute service.

3.8. Acknowledgment and Presumption of service of electronic communication:

3.8.a. In accordance with Section 13 of the IT Act, 2000, an electronic communication is deemed to be sent when it enters into an electronic device and outside the control of the sender in such a situation it shall be deemed to be sent when it is incapable of being retrieved by the sender.

3.8.b. The acknowledgment of receipt is not mandatory for service to be considered valid if electronic tracking confirms successful delivery.

3.9. In case of any dispute regarding service, electronic records and logs maintained by the platform or its service providers shall be deemed to be valid evidence and proof under the law, and shall be admissible in legal proceedings.

4. Calculation of Period of time for communication:

For the purposes of calculating the period of time in respect of Communications under these Rules, such period shall begin to run on the day following the day when a Communication is received or deemed to have been delivered. When the day following such a date is a declared holiday at the place of recipient, the time period commences on the first following working day.

5. Waiver of right to object.

A party to the agreement or Arbitration proceedings under these Rules, despite knowing that any provision of these Rules; or Act; or any requirement of the arbitration agreement; or any provision that may be derogated from by the parties has not been complied with, still fails to participate or fail to raise a written objection without undue delay or within the prescribed time limit, shall be deemed to have waived their right to object. However, if the party can demonstrate that, under the circumstances, the failure to object was justified, this waiver may not apply.

CHAPTER B:

PART I : COMMENCEMENT OF PROCEEDING

6. Request for Arbitration: If any situation as narrated in clause 1.2 of these rules arises, the initiating party shall submit a request for arbitration to ODR Nexus along with all the necessary documents and facts required for initiating the proceeding such as the i) agreement having arbitration clause, ii) copy of pre-arbitration notice along with proof of delivery, iii) brief facts of the dispute, iv) full name and contact details of the parties to arbitration. Upon receiving the request of Arbitration, ODR Nexus shall after scrutinising and accepting the request, issue an intimation to the parties in the manner of "*Notification of Arbitration (NOA)*" inviting them to participate in appointment process by nominating an Arbitrator from the panel of Arbitrators as may be maintained by ODR Nexus and also participate in the proceedings in response to such notification within a period of time as mentioned therein.

7. Response to request for Arbitration: The Respondent shall submit its Response to the Notice of Arbitration within the period specified therein, commencing from the date of receipt. Failure to submit the Response within the stipulated time shall not prevent the arbitration from proceeding, and the Respondent shall be deemed to have no objection that the arbitration shall continue in accordance with these Rules and to have waived its right to raise any objection regarding the commencement of the proceedings that could have been raised through a timely Response. Upon expiry of the prescribed period, ODR Nexus, acting as the Institution and Appointing Authority, shall proceed with the constitution of the Arbitral Tribunal without examining the validity, existence, or scope of the arbitration agreement, as such determination lies exclusively within the jurisdiction of the Arbitral Tribunal in accordance with the principle of kompetenz-kompetenz under the Arbitration and Conciliation Act, 1996.

PART II: COMPOSITION OF THE TRIBUNAL

8.Number of Arbitrators:

8.1. The parties are free to determine the number of Arbitrators, provided that such number shall be an even number.

8.2. Failing the determination referred to in clause 8.1 the arbitral tribunal shall consist of a sole arbitrator.

9.Disclosure: Independence, Impartiality and availability.

9.1 Where a person is approached in connection with his possible appointment as an Arbitrator, he shall file disclosure in writing in terms of section 12 of the Act, as amended from time to time.

Explanation 1: the grounds stated in the Fifth schedule of the Act shall guide in determining whether circumstances exist which give rise to justifiable doubts as to the independence or impartiality of an arbitrator. The disclosure shall be made as per the form as stated in the sixth schedule of the Act.

9.2 An arbitrator from the time of his appointment and throughout the arbitral proceedings, shall without delay, disclose to the parties in writing any circumstance referred to in clause 9.1 in such format as prescribed in **Schedule VIII** of these Rules.

10. Appointment and confirmation of Arbitrators

10.1 To maintain equality , complete involvement , transparency , impartiality , fairness and party autonomy, in the end to end Arbitral proceedings including the appointment of Arbitrator in line with established law of the land, both the parties shall be at liberty to participate in the appointment process of Arbitrator within such period of time as stipulated in these rules. Parties shall also be at the liberty to mutually select the Arbitrator independently of their choice from the panel of Arbitrators as maintained in the website of ODR Nexus. In case of non consensus, each party may propose *three* names of Arbitrators from the list of Arbitrators available in the website.

10.2. In the event of a tribunal consisting of *three* Arbitrators, each party shall select *one* Arbitrator in a manner prescribed in clause 10.1 and selected Arbitrators shall further select the *third* arbitrator and all the *three* Arbitrators mutually shall nominate the presiding Arbitrator amongst them. In case of total failure either to participate or coming into a consensus for three Arbitrators, the matter shall be proceeded and heard with a sole Arbitrator instead of three Arbitrators.

10.3.In case of failure to participate or failure to mutually appoint an Arbitrator or in the event of non-availability of the mutually selected Arbitrator as per clause 10.1 and clause 10.2, ODR Nexus shall assign the matter to one of the panel Arbitrator derived using automated case assignment algorithm to hear the matter as a sole Arbitrator.

10.4. In the event that an objection to the appointment of an Arbitrator is upheld, or the parties mutually agree to replace the appointed Arbitrator, or the appointed Arbitrator voluntarily recuses from the proceedings, or any other circumstance arises necessitating the appointment of a substitute Arbitrator, ODR Nexus shall appoint another Arbitrator from its panel. The parties shall be provided an opportunity to raise any objection to such appointment within the prescribed timeline specified by ODR Nexus..

11. Grounds of challenge of Arbitrator & procedure to challenge

11.1. Appointment of the Arbitrator may be challenged only if i) circumstances exist that give rise to justifiable doubts as to his independence or impartiality, ii)he does not possess the qualifications agreed to by the parties.

11.2. A party may challenge the appointment of an Arbitrator in whose appointment he has participated, only on the grounds that he becomes aware of certain facts which arose after such appointment.

11.3 Objection on the appointment of Arbitrator under clause 11.1 or 11.2. Shall be raised through an application before the secretary ODR Nexus if the appointment has not reached its finality, and before the Arbitral Tribunal when the appointment has become absolute within such time period as prescribed under Schedule I of these rules.

11.4. When the appointment of the Arbitrator is challenged by either party, the other party may agree to such objection or the arbitrator may recuse himself or objection is allowed. In such a situation, a new Arbitrator shall be replaced in such a manner as narrated in clause 10.4 of these rules.

11.5. If the objection is not allowed, the case shall proceed further and the Tribunal shall make final award. However, the parties shall be at liberty to challenge such

order of rejection as an additional ground under section 34 of the Act or clause 35 of these rules.

12. Failure or Impossibility to Act as an Arbitrator.

12.1.The mandate of an arbitrator shall terminate and he shall be substituted by another arbitrator as per clause 11.4, if, (*i*) he becomes *de jure* or *de facto* unable to perform his functions or for other reasons fails to act without undue delay; or (*ii*) he withdraws from his office or (iii) the parties agree to the termination of his mandate; or (iv) death or permanent disability of the Arbitrator has occurred.

12.2.Unless otherwise agreed by the parties, where an arbitrator is replaced under clause 12.1, all hearings and proceedings previously held may not be repeated and such proceedings shall not be invalid because there has been a change in the composition of the arbitral tribunal.

Provided; that if the replacement of the Arbitrator is made on *de jure* or *de facto* ground, then proceedings shall be conducted *de novo*.

PART III: CONDUCT OF PROCEEDING

GENERAL PROVISION

13. Jurisdiction:

13.1. The arbitral tribunal shall rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement, and for that purpose,**—**

(*a*) an arbitration clause which forms part of a contract shall be treated as an agreement independent of the other terms of the contract; and

(*b*) even if the arbitral tribunal declares the main contract invalid or void, the arbitration clause will still remain valid on its own.

13.2 A plea that the arbitral tribunal does not have jurisdiction shall be raised not later than the submission or closure of the statement of defence; however, a party shall not be precluded from raising such a plea merely because that he has appointed, or participated in the process of appointment of an arbitrator.

13.3 A plea that the arbitral tribunal is exceeding the scope of its authority shall be raised as soon as the tribunal exceeds or acts beyond the scope of its authority. Failing which such rights of objection shall be deemed to have waived.

13.4 The arbitral tribunal may, in either of the cases referred to in clause 13.2 or clause 13.3, admit a later plea if it considers the delay justified.

13.5 The arbitral tribunal shall decide on a plea referred to in clause 13.2 or clause 13.3 and where the arbitral tribunal takes a decision rejecting the plea, continue with the arbitral proceedings and make an arbitral award. However, the parties shall be at liberty to challenge such an order of rejection under section 34 of the Act or clause 35 of these rules as one of the grounds.

14. Language:

14.1 All proceedings under these rules will be conducted in English. If any party or resolutionary does not speak English or the chosen language, the Tribunal secretary who is proficient in the required language may assist.

14.2 If both parties request the proceedings to be conducted in any other vernacular language other than English, ODR Nexus or Arbitral Tribunal as the case may be, will have the exclusive authority to determine the language for the proceedings.

14.3 Any document submitted in a language other than English must be accompanied by an English translation which is translated by a certified translator at the time of submission. In case of any ambiguity in both the versions, the english version shall be relied upon.

15. Seat and Venue:

15.1 For all purposes, *the seat* shall be as per the clause in the agreement. In absence of such a clause the seat shall be determined by the Arbitral Tribunal having regard to the circumstances of the case, including the convenience of the parties.

15.2. Unless otherwise agreed, all arbitral proceedings under these Rules will be conducted on the platform www.odrnexus.com . Any change in venue will not affect the legal seat of arbitration.

15.3. In an appropriate case, the Tribunal may order in writing to hold a physical meeting for any specific purposes, in such place , as may be decided by the Tribunal on the terms specified in the order mentioning the expenses and liability to pay thereof for such meeting.

16. Applicable Law

16.1 Where the place of arbitration is situated in India,-

16.1. (a) In an ***domestic arbitration***-the arbitration proceedings before the arbitrator shall be governed by applicable laws prevalent in India.

16.1. (b) in ***international commercial arbitration***,

(i) the Arbitral Tribunal shall decide the dispute in accordance with the law designated by the parties as applicable to the substance of the dispute;

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

(iii) failing any designation of the law under clause 16.1.(b) (i) by the parties, the Arbitral Tribunal shall apply the rules of law it considers to be appropriate given all the circumstances surrounding the dispute.

16.2 The Arbitral Tribunal may decide a dispute based on principles of natural justice, fairness and equity or act as a friendly mediator only if the parties have explicitly agreed to grant such authority. Otherwise, the tribunal shall resolve the dispute strictly in accordance with applicable law, rules and regulations.

17. Interim Reliefs:

17.1. During the proceeding, on the application from either party, the arbitrator may grant following interim reliefs in the form of interim measures or any other necessary interim relief in appropriate cases for -

(a) the preservation, interim custody or sale of any goods, hypothecated vehicle etc which are the subject-matter of the arbitration agreement;

(*b*) securing the amount in dispute in the arbitration;

(*c*) the detention, preservation or inspection of any property or things which are the subject- matter of the dispute in arbitration, or as to which any question may arise

therein and authorising for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorising any samples to be taken, or any observation to be made, or experiment to be tried, which may be necessary or expedient for the purpose of obtaining full information or evidence;
(*d*) interim injunction or the appointment of a receiver;
(e) freezing of bank/salary accounts or amounts recoverable from third-party up to the claim amount.
(f) directing the freezing or attachment of any funds, securities, fixed deposits, dematerialised shares, or other properties belonging to the non-applicant that are held, maintained, or otherwise in the custody, control, or possession of the applicant, including its group companies, subsidiaries, and sister concerns, including any credit balances in accounts, with the right to adjust such assets against outstanding dues, where applicable.
(g) any amount frozen under clause 17.1 (e) & (f) may be released on the furnishing of a Bank Guarantee or undertaking, as the case may be, upon such condition as imposed by the Arbitrator as deemed fit.
(h) such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient,
and the arbitral tribunal shall have the same power for making orders, as the court has for the purpose of, and in relation to, any proceedings before it.
17.2. To obtain such interim relief, the requesting party must prove; (i) prima facie case, (ii) irreparable loss and (iii) balance of convenience in his favour.
17.3 In appropriate cases, the arbitral tribunal may modify, suspend, or recall interim measures.
17.4. Any order issued by the arbitral tribunal under this clause shall be deemed to be an order of the Court for all purposes and shall be enforceable under the Code of Civil Procedure,1908 (5 of 1908), in the same manner as if it were an order of the Court subject to any orders passed in an appeal under clause 35 of these Rules or under section 37 of the Act.
18. Procedure for conducting proceeding and equal treatment to the parties:
18.1 Except ordered otherwise by the tribunal, all proceedings under these rules shall be conducted and administered electronically on the platform, which can be accessed through individual OTP based login. All submissions such as claim, counterclaim, rejoinder, applications, statement of defense etc shall have to be filed by the parties in the platform through individual login. Furthermore, all the directions, orders, interim orders, awards etc shall be passed, uploaded and transmitted in electronic form making it accessible by the parties through the platform.
18.2. The parties shall be treated with equality and each party shall be given full opportunity to participate in the proceeding including appointment of Arbitrator and present its case. Furthermore, parties shall be regularly informed about each stage throughout the proceeding irrespective of their participation or non-participation.
18.3 The arbitral tribunal shall not be bound by the Code of Civil Procedure, 1908 (5 of 1908) and the Bharatiya Sakshya Adhiniyam, 2023. Generally, the proceeding shall be conducted and award passed on the basis of pleading, documents and materials made available by the parties.

18.4 Subject to this Part, the parties are free to agree on the procedure to be followed by the arbitral tribunal in conducting its proceedings.
18.5 Failing any agreement referred to in clause 18.4, the arbitral tribunal may, subject to this Part, conduct the proceedings in the manner as it considers appropriate.
18.6 The power of the arbitral tribunal under clause 18.5 includes the power to determine the admissibility, relevance, materiality and weight of any evidence as per section 19(4) of the Act.

PLEADING & DEFAULT IN PLEADING
19. Statement of Claim
19.1. Unless otherwise agreed by the parties, the claimant shall submit the statement of claim along with supporting documents (if any) either with the 'Letter of Request' or within such time period as stipulated in ***schedule I*** of these rules or as directed by the Tribunal.
19.2. Unless otherwise agreed by the parties, where without showing sufficient cause, the claimant fails to submit *'statement of claim'* within the prescribed time limit or extended time limit in accordance with clause 19.1, the Tribunal shall terminate the proceeding subject to the right of filing counterclaim by another party.
20. Statement of Defence, Plea of Set Off and Counterclaim
20.1 Unless otherwise agreed by the parties, the respondent shall submit its reply to the claim along with supporting documents (if any). Further, in support of its case, Respondent(s) may also submit a counterclaim or plead a set-off, which shall be adjudicated upon by the arbitral tribunal, if such counterclaim or set-off falls within the scope of the arbitration agreement within such time period as prescribed under *schedule I* of these rules.
20.2 In the event, the respondent files such a reply to the claim bringing a new fact or submit the counterclaim, the claimant shall have the right to submit rejoinder to reply on such new facts or reply to the counterclaim as the case may be.
20.3 In the event claimant submits reply to the counterclaim bringing new facts, the respondent shall have the right to submit rejoinder to reply on such new facts.
20.4 Unless otherwise agreed by the parties, where without showing sufficient cause, the respondent fails to submit *'reply to the statement of claim'* or claimant fails to submit reply to the counter claim, within the prescribed time limit or extended time limit in accordance with clause *20.1*, the Tribunal shall continue the proceeding without treating that failure in itself as an admission of the allegations made in the claim or counter claim as the case may be and shall have the discretion to treat the right to file such 'statement of defense' (reply) as having been forfeited.
20.5 In the event the respondent admits the facts alleged in the 'statement of claim' or the claimant admits the facts alleged in counter claim and in the opinion of the tribunal, there remains no dispute, the Tribunal may proceed with passing an interim award or award, as the case may be, on such admission forthwith.
21. Amendments to the Statement of Claim or Defence
Unless otherwise agreed by the parties, either party may amend or supplement his claim or defence during the course of the arbitral proceedings, unless the arbitral

tribunal considers it inappropriate to allow the amendment or supplement having regard to the delay in making it.

ISSUES

22. Framing of issues:

22.1. On the basis of pleadings submitted by the parties, the Tribunal shall prepare the point of determination in the form of issues and explain it to the parties.

22.2. If any suggestion is received from either parties through application or suo-moto by the Tribunal may add, delete or modify any of the issues.

EVIDENCE & DEFAULT IN EVIDENCE

23. Claimant Evidence:

23.1 Since the provisions of Bharatiya Sakshya Adhiniyam, 2023 and Civil Procedure Code, 1905 are not applicable, hence, unless otherwise agreed by the parties and except with the prior permission of the Arbitral Tribunal, all evidence in support of claim shall be submitted in the form of declaration in lieu of affidavit, as specified in section 3 of the General Clauses Act.

23.2 In the event of default in submission of declaration in lieu of affidavit as evidence in support of the claim, the matter shall **not** be considered as 'no evidence' case and the same shall proceed further on the basis of pleading and supporting documents.

24.Respondent Evidence

24.1 Since the provisions of Bharatiya Sakshya Adhiniyam, 2023 and Civil Procedure Code, 1905 are not applicable, hence, unless otherwise agreed by the parties and except with the prior permission of the Arbitral Tribunal, all evidence in support of counterclaim or statement of defense shall be submitted in the form of declaration in lieu of affidavit, as specified in section 3 of the General Clauses Act.

24.2 In the event of default in submission of declaration in lieu of affidavit as evidence in support of the defence, the matter shall **not** be considered as 'no evidence' case and the same shall proceed further on the basis of pleading and supporting documents.

25. Rebuttal Evidence:

The claimant may submit its evidence in rebuttal, if he had reserved his right for the same.

26. Expert evidence

26.1 Unless otherwise agreed by the parties, the arbitral tribunal may—

(*a*) appoint one or more experts to report on specific issues to be determined by the arbitral tribunal, and

(*b*) require a party to give the expert any relevant information or to produce, or to provide access to any relevant documents, goods or other property for his inspection.

26.2 Unless otherwise agreed by the parties, if a party so requests or if the arbitral tribunal considers it necessary, the expert shall, after delivery of his written report , participate in an oral hearing where the parties have the opportunity to put questions to him and to present expert witnesses in order to testify on the points at issue.

26.3 Unless otherwise agreed by the parties, the expert shall, on the request of a party, make available to that party for examination all documents, goods or other

property in the possession of the expert with which he was provided in order to prepare his report.

27. Court assistance in taking evidence

27.1 The arbitral tribunal, or a party with the approval of the arbitral tribunal, may apply to the Court for assistance in taking evidence.

27.2 The application shall specify—

(a) the names and addresses of the parties and the arbitrators;

(b) the general nature of the claim and the relief sought;

(c) the evidence to be obtained, in particular, (*i*) the name and address of any person to be heard as witness or expert witness and a statement of the subject-matter of the testimony required; (*ii*) the description of any document to be produced or property to be inspected.

27.3 The Court may, within the scope of provision of section 27 of the Act and within its competence and according to its rules on taking evidence, executes the request by ordering that the evidence be provided directly to the arbitral tribunal.

HEARING

28. Oral Hearing

28.1 Unless otherwise agreed by the parties, the arbitral tribunal shall decide whether to hold oral hearings in appropriate cases.

28.2 Any oral hearings so scheduled shall be virtual in nature by using video conferencing through the platform. Such oral hearing shall be recorded post intimation to the parties and record shall be maintained in the case repository.

28.3. The parties shall be given sufficient advance notice of such hearing providing the link for such video conferencing along with the contact details of the Tribunal Secretary for technical assistance.

28.4 In case either of the parties or both of them, as the case may be, fails to participate in such scheduled oral hearing, the Tribunal may on its own discretion may allow final opportunity for the same or close the hearing.

29. Closure of proceeding

29.1 After completion of the entire proceedings and where no further proceedings remains / is to be conducted, except for passing of award, the proceeding shall be deemed to stand closed.

29.2 Once the Tribunal declares that the proceedings are closed, the same shall be communicated to the parties and to the Secretary for further steps such as procurement of requisite stamp papers for award. The Tribunal must render the Award as soon as the stamp paper is available.

29.3. The Tribunal may, suo-moto or upon application of either party and after closure of the proceedings & before any Award is passed, re-open the proceedings. The Tribunal's decision that the proceedings are to be re-opened shall be communicated to the parties.

OTHERS

30. Joinder of Parties

30.1 The arbitral tribunal suo-moto or upon the application of either party to the agreement or on request of any other person, may in its discretion add any

necessary, proper party or delete any unnecessary , improper party in the interest of justice for just, proper and final adjudication of the dispute.

30.2 The rules relating to the Statement of Claim/ plea of Set Off and/or Counter-Claim shall apply *mutatis mutandis* to the added party.

31. Reference to Mediation

31.1 Parties to an arbitration agreement may, at any time after the commencement of the arbitration proceedings, request the Arbitral Tribunal to put the arbitration proceedings on hold to enable the parties to resolve their disputes amicably.

31.2 The parties shall convey their request to the Arbitral Tribunal, or if the Arbitral Tribunal has not been constituted to the Secretary.

31.3 The Arbitral Tribunal shall accept the request of the parties and keep in abeyance the arbitration proceedings, enabling the parties to resolve their dispute through Mediation subject to the limitation of mandate of the Arbitrator.

31.4 The parties shall have the liberty to appoint a Mediator of their choice or seek assistance of ODR Nexus for appointing such Mediator from the panel of Mediators as maintained by the ODR Nexus.

31.5 If the parties settle the dispute through mediation, the settlement agreement executed between the parties shall be forwarded to the Arbitral Tribunal, which shall, on receipt of the settlement agreement, proceed in accordance with clause 32 of these rules and Section 30 of the Act.

32. Settlement

32.1 The Tribunal may encourage settlement between parties during the proceedings via mediation or conciliation.

32.2 If, during arbitral proceedings, the parties settle the dispute, the arbitral tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the arbitral tribunal, record the settlement in the form of an arbitral award on agreed terms.

32.3 An arbitral award on agreed terms shall be made in accordance with section 31 of the Act and shall state that it is an arbitral award.

32.4 An arbitral award passed under this clause on agreed terms shall have the same status and effect as any other arbitral award on the substance of the dispute.

AWARDS

33. Making of the Award, publication and communication

33.1 After the closure of the proceedings and once the requisite stamp papers are made available, the Award shall be passed and signed electronically by the Arbitrator and the same shall be communicated to the parties. The record of which shall be maintained in the case repository in the electronic format which shall further be accessible by the parties through their individual login for a period prescribed in the Act for filing of objection under section 34 or for filing execution petition of the award under section 36 of the Act.

33.2 The award shall state the reasons upon which it is based, unless (a) The parties have agreed that no reasons are to be given; or (b) the award is an Arbitral Award on agreed terms under clause 32 of these rules and section 30 of the Act.

33.3 The Arbitral award shall state its date and the **seat** of Arbitration.

33.4 The Arbitral award should also be based on the findings - *a) either party were not under some incapacity; (b) the arbitration agreement is valid under the law to which the parties have subjected it or, failing any indication thereon, under the law for the time being in force; (c) parties were given proper notice of the appointment of arbitrator or of the arbitral proceedings or were otherwise able to present their case; (d) the composition of arbitral tribunal was as per the agreement of the parties; (e) the arbitration procedure followed, during the arbitration proceedings, was in accordance with the agreement of the parties; (f) the subject matter of dispute is capable of settlement by arbitration under the law for the time being in force; (g) the arbitral award only deals with disputes contemplated by or falling within the terms of the submission to arbitration.*

33.5 After the arbitral award is made, a digitally signed copy shall be made available and delivered to the parties through various electronic modes. If the claimant desires so, a copy of award is also to be sent to the respondents (s) through speed post at their last known and available addresses provided by the claimant, in compliance of section 31(5) of the Act, 1996.

33.6 The arbitral tribunal may, at any time during the arbitral proceedings, make an interim arbitral award on any matter with respect to which it may make a final arbitral award.

33.7 (a) Unless otherwise agreed by the parties, where and in so far as an arbitral award is for the payment of money, the arbitral tribunal may include in the sum for which the award is made, interest at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.

33.7.(b) A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of three per cent higher than the prevailing repo rate of the Reserve Bank of India.

33.8. The costs of an arbitration shall be fixed by the arbitral tribunal in accordance with section 31A of the Act. For eg., for the purpose of this clause , “costs” means reasonable costs relating to (*i*) the fees and expenses of the arbitrators and witnesses; (*ii*) legal fees and expenses, (*iii*) any administration fees of the institution supervising the arbitration, and (*iv*) any other expenses incurred in connection with the arbitral proceedings and the arbitral award.

CHAPTER C: POST AWARD REMEDIES

34. Correction & Interpretation of the Awards and Additional Award

34.1 Correction: The award may be corrected suo-moto or on request of either parties by the Arbitral Tribunal in accordance with the provisions of section 33 of the Act. However, if a request is made by a party beyond the prescribed time limit as per the Act for correction of the award, the Tribunal may condone the delay on reasonable grounds, and correct the same after due notice to the other party. In such a case, the Tribunal shall pass a reasoned order either allowing or rejecting the plea. The corrected award, if any, shall be an integral part of the original award and be sent to the parties and the limitation for filing the Execution Petition or Petition to set aside the award shall be reckoned from the date of such correction.

34.2 Interpretation: If the arbitral tribunal considers the request made by either party within 90 days from passing of the award for interpretation of the same or part thereof on justifiable ground, it shall make the interpretation by giving notice to the other party. Such interpretation shall form part of the arbitral award and shall be sent to the parties and the limitation for filing the Execution Petition or Petition to set aside the award shall be reckoned from the date of such interpretation.

34.3 Additional award: Unless otherwise agreed by the parties, a party with notice to the other party, may request, within 90 (ninety) days from the receipt of the arbitral award (if no petition has been filed under section 34 of the Act), the arbitral tribunal to make an additional arbitral award based on the pleadings which was not considered during the proceeding and omitted from the arbitral award. Such additional awards shall be integral part of the original award.

35. Appeal before Appellate arbitral tribunal:

35.1 An interim order or an award passed under these rules may be challenged before the Appellate Arbitral Tribunal if no petition was preferred under Section 34 of the Arbitration Act, or if preferred but rejected at the threshold without going into merits.

35.2 An application for setting aside may not be made after 90 days have elapsed from the date of receipt of the arbitral award. Provided that if the Appellate Tribunal is satisfied that the appellant was prevented by sufficient cause from making the application within the said period of 90 days, or otherwise in the interest of justice, the Appellate Tribunal may condone any delay at its discretion.

35.3 Such appeals may be made on the following grounds, in addition to the grounds as mentioned under section 34 of the Act - (a) a party was under some incapacity; (b) a party, against whom an interim order or award was passed, was dead at the time of initiation of arbitral proceedings, and no legal representative was brought on record; (c) the arbitration clause or arbitration agreement does not exist; (d) the subject-matter was not arbitrable in nature; (e) the interim order or award is not enforceable as per law on one or other grounds such as incorrect addresses of the disputing parties, communication mode, details of the subject matter, material facts were wrongly submitted; (f) Due to technical mistake, the interim order or award passed/uploaded in a different arbitration proceeding; (g) the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or (h) making of interim order or award was induced or effected by fraud or altogether different facts of the pleadings; (i) the arbitral award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration.

35.4 The Appellate Arbitral Tribunal shall have the power to either allow or reject the appeal and confirm, set-aside or modify the impugned order or award.

35.5 An appeal under these rules may be preferred by the Secretary or by the aggrieved party in writing. But the scope to prefer an appeal shall be restricted and limited to the extent of the grounds as mentioned in clause 35.3 of these rules.

35.6 The Appellate Arbitral Tribunal, without prejudice or affecting the rights of the parties, has the same power as mentioned under section 34 of the Act.
35.7 The Appellate Arbitral Tribunal may give the opportunity to hear the other party, but if appellate tribunal finds it fit and proper, it may at its discretion, proceed with the appeal and decide it in the absence of the other party.

36. Review:

36.1. The Arbitrator *suo-moto* or upon the application preferred by either party, shall have the power to review, recall the order or restore back the proceedings to the stage at which the mistake occurred, by an order in writing.
36.2 If the Secretary finds it fit and proper, they shall bring the facts before the Arbitrator in writing, who shall, at their discretion, pass an appropriate order under clause 34 of these rules.
36.3 Such application for review under this clause shall be made as soon as any such mistake comes under the purview of the Tribunal, Secretary or either party during the proceedings and within 90 days after passing of the award.

CHAPTER D: EMERGENCY ARBITRATION

37. Appointment of Emergency Arbitrator

37.1 ODR Nexus may, for the purpose of grant of ad interim or interim measures referred in clause 17 of these rules and section 9 read with Section 17 of the Act, may appoint an emergency arbitrator prior to the constitution of a regular arbitral tribunal.
37.2 The appointment of an emergency arbitrator may be made upon an application filed by either party to the agreement, accompanied by a letter of request and an interim application, before the constitution of the regular Arbitral Tribunal. Such request shall include: -

(a) a brief description of the facts and circumstances giving rise to the need for emergency relief along with supporting grounds thereof;
(b) the nature of ad interim and interim relief sought;

37.3 ODR Nexus shall decide such a request for appointment of an emergency arbitrator immediately or within **1 (one) day** of receipt of such request, and if granted, appoint an emergency arbitrator from the Panel.
37.4. The emergency arbitrator shall be bound by the rules pertaining to disclosures and declarations, as prescribed under **Schedule VIII** of these Rules and relevant provisions of the Act.
37.3 Unless otherwise agreed by the parties to the agreement, such emergency Arbitrator shall **not** be part of the regular Arbitral Tribunal in future relating to the same dispute.

38. Ground for challenge:

Appointment of emergency Arbitrator may be challenged in the same manner and on the same grounds as prescribed for appointment of regular arbitrator under these rules.

39. Emergency Arbitration procedure:

39.1 The emergency arbitrator shall frame a timeline for disposal of the interim application which shall not exceed 20 (twenty) days as prescribed in **schedule I**. Subject to the discretion of the emergency arbitrator in a suitable case, a reasonable

opportunity of being heard may be given to the parties before granting such interim reliefs and proceed to make a speaking order.

39.2 The emergency arbitrator shall pass such an order on interim application within such period as framed under clause 39.1 of these rules.

40. Interim Relief under Emergency Arbitration.

40.1 The emergency arbitrator may grant any ad interim or interim relief referred to in Clause 17 of these rules and Section 9 read with Section 17 of the Act.

40.2 Any ad interim or interim order passed by an emergency arbitrator under these rules shall be enforced in the same manner as if it is an order of an arbitral tribunal under clause 17.4 of these rules read with sub-section (2) of section 17 of the Act.

40.3 An ad-interim or interim order of the emergency arbitrator may be confirmed, modified, or vacated, in whole or in part, by an order or arbitral award made by the regular arbitral tribunal.

40.4 The order passed by the emergency arbitrator shall remain operative for a period of 90 (ninety) days from the date of passing of the order unless modified, substituted or vacated by the Arbitral Tribunal. The Arbitral Tribunal shall also have the power to extend the operation of the order beyond the period of **90 (ninety) days.**

CHAPTER E: FAST TRACK PROCEDURE

41. Fast Track Procedure:

41.1 Notwithstanding anything contained in these Rules, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in clause 41.2.

41.2 The arbitral tribunal shall follow the following procedure while conducting the proceedings in a fast track manner :-

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without any oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;

(c) An oral hearing may be held only if, both the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(e) The award under this clause shall be made within a period of **60 (sixty) days** from the date the Arbitral tribunal enters upon the reference as prescribed in Schedule I of these rules.

41.3 If either of the parties or both the parties in writing request the tribunal for a regular arbitration procedure instead of fast track procedure, the Tribunal may proceed further with regular arbitration proceedings.

CHAPTER F

42. Secretary – duties and power to remove difficulties and defects

42.1 The Secretary shall carry out their responsibilities and oversee the administration of proceedings conducted online or electronically on the platform, ensuring that all proceedings are executed and managed in a timely, seamless, efficient, accurate, and convenient manner. Additionally, the Secretary is obligated to perform any other duties assigned to them from time to time.

42.2 To facilitate the proper conduct of proceedings as outlined above, the Secretary is empowered to inspect, audit, monitor, and supervise the platform, case management system, secretarial tasks, and adherence to directives issued by the Arbitrators. These duties shall be carried out periodically or as and when decided by the secretariat.

42.3 If during such an inspection or audit, any technical, system-generated, secretarial (case management), or administrative error is discovered or reported to the Secretary—provided such an error is unrelated to the legal process of the proceeding but has resulted in the disposal of a case and has been classified as closed, or its progression to another stage—the Secretary shall have the authority to rectify, resolve, or reverse such an error, either suo-motu or upon receiving a report, as follows without referring to the Tribunal.

(a) If the error or mistake is identified before the commencement of proceedings, the Secretary shall issue a written order to correct the error/mistake and reinstate the proceeding to its prior stage.

(b) If such an error or mistake occurs during the proceedings and does not stem from an Arbitrator's order, the Secretary shall issue a written order to correct the error/mistake and reinstate the proceeding to its earlier stage.

(c) Any order issued by the Secretary under clauses 42.3.(a) and 42.3.(b) of these Rules shall return the proceedings to the stage before the occurrence of the error/mistake.

(d) If deemed appropriate, the Secretary shall present the matter before the Arbitrator in writing, who may, at their discretion, issue an appropriate order by way of review, recall, or appeal.

42.4 Any other error or mistake which is not defined in forgoing provisions, may also be corrected by the secretary at their discretion.

CHAPTER G:

PART I: FEES AND COST

43. Costs of the Arbitration

43.1 Registration fee as per **schedule II** shall be paid by the initiating party at the time of registration along 'Letter of Request'. The Registration fees shall not be refundable under any circumstances.

43.2 Unless otherwise agreed by the parties, the fees payable to the Arbitral Tribunal and the administrative costs of the platform shall be fixed by ODR Nexus.

43.3 The fees determined under Clauses 43.1 and 43.2 of these Rules shall initially be paid to ODR Nexus by the initiating party, and shall ultimately be borne by the parties in accordance with the final order of the Arbitral Tribunal.
43.4 The Arbitrator's fee, as may be agreed shall be payable by ODR Nexus.

PART II: TERMINATION OF PROCEEDINGS
44. Events of Termination:
44.1 The arbitral proceedings shall be terminated by the final arbitral award or by an order of the arbitral tribunal under clause 44.2 of these rules.
44.2 The arbitral tribunal shall issue an order for the termination of the arbitral proceedings where
(*a*) the claimant withdraws his claim, unless the respondent objects to the order and the arbitral tribunal recognises a legitimate interest on his part in obtaining a final settlement of the dispute,
(*b*) the parties agree on the termination of the proceedings, or
(*c*) the arbitral tribunal finds that the continuation of the proceedings has for any other reason become unnecessary or impossible.
44.3 Subject to clause 34 of these Rules and under the provisions of the Act, the mandate of the arbitral tribunal shall terminate with the termination of the arbitral proceedings.
44.4 Where on the invitation to Arbitration (in cases where there exists no arbitration agreement between the parties) by the initiating party, the other party has refused or objected to such initiation, the proceeding shall be terminated by the secretary or the Arbitral tribunal as the case may be.

PART III: MISCELLANEOUS PROVISION
45. Exclusion and Waiver of Liability

ODR Nexus including the secretary, members of the secretariat, officers, employees including founder(s), Arbitrators or all other persons involved with ODR Nexus directly or indirectly , shall not be liable to any person for anything which is done in good faith, done or intended to be done under these Rules.
46. Confidentiality
46.1 Unless otherwise expressly mentioned in these Rules, the ODR Nexus and the Tribunal shall at all times treat all matters relating to the proceedings and the Award as confidential.

46.2 A party or any Arbitrator shall not, without the prior written consent of all the parties, disclose to a third party any such matter except-

(a) for the purpose of making an application to any competent Court of any State to enforce or challenge the Award;
(b) pursuant to the order issued by a Court of competent jurisdiction;
(c) for the purpose of pursuing or enforcing a legal right or claim;
(d) in compliance with the provisions of the laws of any State which are binding on the party making the disclosure;

(e) in compliance with the request or requirement of any regulatory body or other authority; or
(f) pursuant to an order by the Tribunal on application by a party with proper notice to the other parties.

47. Residuary Provisions

47.1 The Secretariat and ODR Nexus may take appropriate decisions as may be deemed necessary in respect of all matters which are not specifically provided in these Rules.

48. Certified copy

48.1. A certified copy of document(s) pertaining to a case may be obtained by the parties on requisition made in writing to the secretary.

48.2 On receipt of an application under clause 48.1 of these rules , the secretary may after completing necessary formalities as described in **schedule III** of these Rules issue the certified copies as requested under its signature and seal of ODR Nexus.

48.3 A party may also obtain web authenticated certified copy of required documents directly from the platform after fulfilling the process as prescribed in **schedule III** of these Rules.

49. Transmission of records

49.1 In case of receipt of any requisition or direction or order from any competent Court or authority for production of records pertaining to any particular case, the secretary shall prepare the copies of requisite records from the platform, certify it and provide electronically or physically, as requested, to the concerned authority.

50. Limitations

50.1 The Limitation Act, 1963 (36 of 1963), shall apply to arbitrations as it applies to arbitral proceedings .

50.2 For the purposes of this clause and the Limitation Act, 1963 (36 of 1963), an arbitration shall be deemed to have commenced on the date referred to in pre-arbitration notice under section 21 of the Act or as provided in these rules.

50.3 Where the Appellate Arbitral Tribunal or the Court, as the case may be, orders that an arbitral award be set aside, the period between the commencement of the arbitration and the date of such order shall be excluded in computing the time prescribed by the Limitation Act, 1963 (36 of 1963), for the commencement of the proceedings (including arbitration) with respect to the dispute so submitted.

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Schedule I : Timeline for conducting proceedings.

Sl No	Particulars	Timeline (within days)	Remark
1	For invitation to participate through Notification of Arbitration	10 days	From the date of receipt of this notice
2	For objection on appointment of Arbitrator at secretarial stage	7 days	From the date of receipt of this notice
3	For disposal of objection by secretary	3 days	From the receipt of such objection.
4	For Objection on appointment of Arbitrator before the Arbitral Tribunal under clause 11.3 of these Rules	5 days	From the receipt of 1st order sheet.
5	For submission of claim, if not already filed	15 days	From the date of direction / order.
6	For submission to reply to the claim ie., Statement of Defense (SOD)	15 days	From the date of direction / order.
7	For submission of rejoinder to the reply or counterclaim.	10 days	From the date of direction / order.
8	For framing of issues	5 days	From the date of direction / order.
9	For claimant's evidence	15 days	From the date of direction / order.
10	For Respondent's evidence	15 days	From the date of direction / order.
11	For rebuttal Evidence	15 days	From the date of direction / order.
12	For passing of interim order	5 days	From the date of direction / order.
13	For passing of award	15 days	From the date of closure of proceeding and depending on the availability of stamp

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			paper.
14	For disposal of any miscellaneous applications filed during the proceeding	10 days	Form the date of submission of such application
15	For appointment of Emergency Arbitrator	1 day	From the date of request
16	For completion of entire Emergency Arbitration proceedings including reply to the IA, any ad interim or interim order	20 days	From the date of appointment of emergency Arbitrator
17	In a fast track proceedings where parties have consented, for completion of entire Arbitration proceedings	60 days	From the date of appointment of Arbitrator
18	For correction of award	30 days	From the date of Award
18	For interpretation of award	90 days	From the date of Award
19	For additional award	90 days	From the date of Award
20	For appeal	90 days	From the date of Award or Interim order as the case may be

Note:

1. The above timeline is in general and the Arbitral Tribunal has the power to modify or change it by exercising its discretion on a case to case basis in the interest of justice.
2. In case the day given falls on either a holiday or a declared holiday later on, the case shall be taken up on the next working day following such date.

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Schedule II: fees and cost (Subject to otherwise agreed).

A. For cases registered directly on the ODR Nexus platform.

I. Registration fee:

₹1000/- (non refundable) payable by initiating party along with letter of request.

II. Cost of proceedings (including Arbitrator's fee): As may be agreed by and between ODR Nexus and Initiating party (excluding applicable taxes, stamp duty and postal charges).

B. For Courts referred cases under section 11 of the Act.

Where a dispute is referred to ODR Nexus for resolution by any court, statutory authority, or regulatory body, the applicable fees shall be as prescribed by such referring authority, to the extent specified. In the absence of such specification, the fee schedule under these Rules shall apply.

Unless otherwise agreed, the registration fee, cost of proceedings including Arbitrators fee shall be 40% of the fee mentioned in schedule IV of the Arbitration & Conciliation Act, 1996.

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Schedule III: Process of obtaining certified copy.

The certified copies of the following documents can be obtained by following the processes as narrated hereunder-

List of documents which can be obtained -

1. Certified copy of Interim Order.
2. Certified copy of Award.
3. Certified copy of the entire proceeding

The process of obtaining the certified copy-

A. **For physical format:**

ODR Nexus

I. Parties can request for obtaining certified copies of the documents in physical format by writing an email to the secretary at support@odrnexus.com including the following information with the below subject line-

"*Subject line: Application for certified copy in physical format.*"

1. Case Number
2. Detail of documents for which certified copies are requested for.
3. No. of copies for each document.
4. Proof of payment of the fees for certified copy.
5. Full address along with PIN code.

II. On examination of the application, ODR Nexus shall determine and communicate the fee to the party.

III. The party should deposit the requisite fee as communicated by ODR Nexus.

IV. Certified copy shall be dispatched **within 15 days** from the date of receipt of the proof of payment.

V. If any of the above criteria are not fulfilled , the certified copy shall not be provided and ODR Nexus shall not be liable to be intimate about it.

B. For digital format.

I. Through E-mail:
Parties can request for digital copies of documents by writing an email with the below subject line-

"*Subject line: Application for certified copy in digital format.*"
mentioning the i) case number ; ii) detail of the documents for which certified copies are required; iii) proof of payment and iv) email ID at which the copies are required to be sent.

II. Through individual log in:
Parties can also download web authenticated copies directly from their individual OTP based login during the pendency of the proceeding and also within **90 days** free of cost post closure of the proceeding. Post 90 days parties can only obtain the copies as per process narrated in above B(I).

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Schedule IV: Workflow management

Arbitration is a confidential and efficient dispute resolution process, conducted privately and free from public scrutiny. In this consensual mechanism, parties voluntarily submit their disputes to an impartial arbitral tribunal, typically comprising one or three arbitrators.

In most cases, the arbitration clause is embedded within the main contract. However, parties can also agree to arbitration separately, even in the absence of a prior agreement.

With online arbitration, disputants gain enhanced flexibility and control—choosing their arbitrators, engaging preferred legal representatives, and customizing procedural rules to suit their needs. ODR Nexus ensures a seamless, tech-enabled arbitration experience, delivering fast, fair, and enforceable resolutions from anywhere in the world.



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Schedule V: Model Arbitration clause.

Model Arbitration clause.

To safeguard the interests, ensure a hassle-free future, and avoid court-related complexities, parties may include the following dispute resolution clause in their agreement.

This clause should be placed under the "Dispute Resolution" section of the agreement or a similar heading by ensuring that there are no conflicting clauses regarding dispute resolution, arbitration.

If agreement has already been executed, the parties can still incorporate this dispute resolution process by executing addendum to the agreement. The parties may contact ODR Nexus at admin@odrnexus.com for such addendum template.

DISPUTE RESOLUTION CLAUSE (Domestic):

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A. Med - Arb clause:

"*All claims, disputes, differences or question of any nature arising between the parties whether during or after the termination of this agreement in relation to the construction, meaning or interpretation of any term used or clause of this agreement or as to the existence, validity, termination and / or rights, duties and liabilities of the parties arising out of this agreement* ***shall be first resolved*** *through conciliation/mediation and, if unresolved, it shall be referred to* ***arbitration*** *to be finally resolved under the administrative and technical support from ODR Nexus in accordance with* ***its Mediation, Conciliation or Arbitration Rules,*** *as may be applicable, for the time being in force, such Rules are deemed to be incorporated by reference in this clause.*

The Arbitral Tribunal shall consist of a sole arbitrator to be appointed by ODR Nexus from its panel of arbitrators in accordance with the said Rules. The seat and venue of arbitration shall be ***[[seat to be mentioned]]****. The language of arbitration proceedings shall be in* ***English****. The settlement agreement arrived through Conciliation / Mediation or the award rendered by the sole arbitrator shall be final and binding on the parties as well as enforceable under the law. The Governing Laws shall be the laws of India.*

Unless otherwise agreed by the parties, the arbitration proceedings shall be conducted ***solely on the basis of pleadings and documents*** *provided during the proceeding by the parties.*

All proceedings shall be conducted ***virtually*** *through the ODR Nexus platform. The parties hereby consent to the use of* ***electronic means for all communications,*** *including but not limited to emails, registered phone numbers, WhatsApp, and other*

digital modes, as well as postal communication at the last known or duly notified address. Each party represents and warrants that it has the requisite technological capability to participate in online arbitration proceedings and shall promptly notify ODR Nexus of any changes in its contact or communication details.

In cases requiring urgent interim or conservatory measures, either party may apply to ODR Nexus for the appointment of an ***Emergency Arbitrator*** *prior to the constitution of the Arbitral Tribunal. The Emergency Arbitrator shall be appointed and shall conduct proceedings in accordance with the Emergency Arbitration provisions contained in the Rules, and any order passed shall be binding on the parties unless modified by the subsequently constituted Arbitral Tribunal."*

B. Arbitration clause: (single institute)

"*All claims, disputes, differences or questions of any nature as to the existence, validity, termination, rights, duties and liabilities of the parties arising out of this agreement shall be resolved through arbitration under the administrative and technical support from* ***ODR Nexus- an e-ADR Institute*** *(www.odrnexus.com) in accordance with its* ***Arbitration Rules,*** *for the time being in force, such Rules are deemed to be incorporated by reference in this clause.*

The arbitral tribunal shall consist of a sole arbitrator appointed by ODR Nexus from its panel of arbitrators in accordance with its applicable rules, and the seat and venue of the arbitration shall be ***[seat to be mentioned]****..The arbitration proceedings shall be conducted in the* ***English*** *language. The award, including any emergency, interim or interlocutory orders (including, without limitation, garnishee orders such as freezing of salary, bank accounts, fixed deposits, demat accounts, or any other assets), and/or any settlement agreement arrived at between the parties during the arbitration proceedings, shall be final and binding on the parties and shall be enforceable in accordance with applicable law. This Agreement and the arbitration proceedings shall be governed by and construed in accordance with the laws of India including the provisions applicable to international commercial arbitration where such provisions are attracted.*

Unless otherwise agreed by the parties, the ***arbitration proceedings*** *shall be conducted virtually and solely on the basis of pleadings and documents provided during the proceeding by the parties.*

All proceedings shall be conducted ***virtually*** *through the ODR Nexus platform. The parties hereby consent to the use of electronic means for all communications, including but not limited to emails, sms, WhatsApp, and other digital modes, as well as postal communication at the last known or duly notified address.*

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C. Arbitration clause: (multiple institute)

"All claims, disputes, differences or questions of any nature as to the existence, validity, termination, rights, duties and liabilities of the parties arising out of this agreement shall be resolved through arbitration under the administrative and technical support from any of the below mentioned e-ADR Institute in accordance with its Arbitration Rules, for the time being in force, such Rules are deemed to be incorporated by reference in this clause:

1. *AAA Dispute Resolution LLP ("ODR Nexus") (www.odrnexus.com)*
2. *……..*
3. *……*
4. *……..*
5. *……..*

The Party invoking arbitration ("Claimant") shall issue a notice to the other Party ("Respondent") proposing the name of one of the above-mentioned independent institutions for conducting arbitration through their respective online dispute resolution (ODR) Platform.

The Claimant shall, while invoking arbitration, specify the name of any one of the ADR institutions listed in this clause for administering the arbitration. Within [days to be mentioned] days of receipt of such Notice, the Respondent shall ***communicate its acceptance*** *or* ***disagreement*** *with the proposed institution. If the* ***Respondent accepts*** *the institution proposed by the Claimant, such institution shall administer the arbitration in accordance with its applicable rules. If the* ***Respondent disagrees*** *with the institution proposed by the Claimant, it shall, within the same period, propose any other ADR institution from those specified in this clause, and the institution so proposed by the Respondent shall administer the arbitration in accordance with its applicable rules. In the event the* ***Respondent fails to communicate any response*** *within the stipulated period, or communicates its disagreement without proposing any alternate ADR institution from those specified in this clause, the institution proposed by the Claimant shall administer the arbitration, including, where applicable, any Emergency Arbitration proceedings, by providing administrative and technical support through its ODR platform and by appointing the arbitrator in accordance with its Rules from its panel of arbitrators.*

The arbitral tribunal shall consist of a sole arbitrator. The seat and venue of the arbitration shall be [seat to be mentioned]. The arbitration proceedings shall be conducted in the English language. The award, including any interim or interlocutory orders (including, without limitation, garnishee orders such as freezing of salary, bank accounts, fixed deposits, demat accounts, or any other assets), and/or any settlement agreement arrived at between the parties during the arbitration proceedings, shall be final and binding on the parties and shall be enforceable in accordance with applicable

law. This Agreement and the arbitration proceedings shall be governed by and construed in accordance with the laws of India.

*Unless otherwise agreed by the parties, the **arbitration proceedings** shall be conducted virtually and solely on the basis of pleadings and documents provided during the proceeding by the parties.*

*All proceedings shall be conducted **virtually** through the 'ODR platform'. The parties hereby consent to the use of electronic means for all communications, including but not limited to emails, sms, WhatsApp, and other digital modes, as well as postal communication at the last known or duly notified address."*

DISPUTE RESOLUTION CLAUSE (International):

"Any dispute, controversy or claim arising out of or in connection with this contract, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by ODR Nexus in accordance with the ODR Nexus Arbitration Rules for the time being in force, which rules are hereby incorporated by reference.

The seat of arbitration shall be **[City, Country]**.

The Arbitral Tribunal shall consist of **[one/three] arbitrator(s)** *{{ODR Nexus recommends inclusion of one Arbitrator}}*. Unless the parties agree otherwise, the sole arbitrator (or the presiding arbitrator) shall be appointed by ODR Nexus from its panel of arbitrators in accordance with such Rules.

The language of the arbitration shall be **[English]**.

The governing law of this contract (excluding its arbitration clause) shall be the laws of **[Name of Country for Jurisdiction]**.

All proceedings shall be conducted virtually via the ODR Nexus online platform, unless the Tribunal, in the interests of fairness, determines that one or more in-person hearings are appropriate. The parties consent to communications and service by email, WhatsApp, telephone and electronic file exchange as well as postal service to their last notified addresses. Each party confirms that it has the necessary technological capability to participate in online arbitration and shall notify ODR Nexus promptly of any changes to its contact details or technology capability.

Unless otherwise agreed by the parties, the arbitration proceedings shall be conducted solely on the basis of documents provided during the proceeding by the parties.

In urgent cases, before the constitution of the Arbitral Tribunal, a party may apply to ODR Nexus for the appointment of an Emergency Arbitrator and for interim or conservatory measures, in accordance with the Emergency Arbitration provisions of the ODR Nexus Arbitration Rules. Any order or award by the Emergency Arbitrator shall be binding on the parties pending the constitution of the Tribunal.

The award of the Arbitral Tribunal shall be final and binding on the parties and may be enforced in any court of competent jurisdiction.**"**

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Schedule VI: Code of conduct for Arbitrator.

This Code of Conduct establishes the ethical and professional standards that Arbitrators must adhere to under established Arbitration principles. Compliance with these principles ensures the integrity, credibility, and effectiveness of Arbitration proceedings and shall be binding upon all the Arbitrators under the panel of ODR Nexus.

1. Impartiality and Neutrality

1.1 An Arbitrator shall conduct Arbitration proceedings with impartiality and avoid any conflict of interest.

1.2 An Arbitrator shall disclose any personal, professional, or financial interest that may affect impartiality before accepting an appointment.

1.3 An Arbitrator shall not act as an advocate for any party or show any bias.

2. Confidentiality

2.1 An Arbitrator shall maintain strict confidentiality concerning all aspects of the Arbitration process, including discussions, documents, and agreements.

2.2 An Arbitrator shall not disclose any information shared during Arbitration without the express consent of the parties, except as required by law.

2.3 An Arbitrator shall ensure that any records or notes from the Arbitration are not used outside the proceedings.

3. Competence and Professionalism

3.1 An Arbitrator shall possess the necessary qualifications, skills, and training as prescribed under the prevailing law.

3.2 An Arbitrator shall continuously update their knowledge and skills through professional development programs.
3.3 An Arbitrator shall conduct proceedings fairly, diligently, and in a professional manner, maintaining decorum throughout.

4. Voluntariness and Self-Determination
4.1 An Arbitrator shall ensure that participation in Arbitration is voluntary and that parties are not coerced into any agreement.
4.2 An Arbitrator shall assist parties in making informed decisions and shall not impose any settlement upon them.
4.3 An Arbitrator shall respect the autonomy of the parties in crafting their own settlement terms.

5. Transparency and Integrity
5.1 An Arbitrator shall disclose any fees, costs, or other financial arrangements before the commencement of Arbitration.
5.2 An Arbitrator shall not accept gifts, benefits, or any form of undue influence from any party involved.
5.3 An Arbitrator shall act with honesty and integrity, upholding the principles of justice and fairness.

6. Prohibition on Dual Roles
6.1 An Arbitrator shall not subsequently act as an arbitrator, legal counsel, or witness in any matter related to the Arbitration proceedings.
6.2 An Arbitrator shall refrain from providing legal advice or representing any party in subsequent litigation related to the mediated dispute.

7. Termination of Arbitration
7.1 An Arbitrator shall terminate Arbitration if it becomes apparent that further efforts will not lead to a resolution.
7.2 An Arbitrator shall withdraw from proceedings if a party engages in unethical, illegal, or bad-faith conduct.

8. Compliance and Accountability
8.1 An Arbitrator shall comply with the provisions of the Arbitration Act, 2023, and other relevant laws and regulations.
8.2 Any violation of this Code may result in disciplinary action as per the governing rules and institutional frameworks.

This Model Code of Conduct aims to uphold the highest ethical and professional standards in Arbitration and ensure trust in the Arbitration process.

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Schedule VII: Process for video conferencing.

The parties are required mandatorily to keep the camera on throughout the conference. The parties are liable to ensure that no one else, without the permission of the Resolutionary, is witnessing the conference to maintain confidentiality. The parties are strictly prohibited from capturing any part of the proceeding either still photography or videography through any inbuilt or external process. The links generated for the video conference are strictly for the parties and should not be shared with anyone else.

1. Scheduling & Invitation:

1.1 The Tribunal Secretary is responsible for scheduling the video conferencing(VC) session and generates a secure Zoom link.

1.2 Parties shall be made available link for VC through various modes of communications containing the meeting details, including date, time, and step-by-step login instructions.

2. Pre-Meeting Technical Guidance

2.1 Parties can get all necessary technical support whenever required before VC by contacting the tribunal secretary.

2.2 Participants are advised to check their internet connection, microphone, and camera before the session.

3. Secure Login & Access

3.1 On the scheduled date and time, participants visit the provided Zoom link.

3.2 They enter their login credentials (registered email/phone number).

3.3 An OTP is sent to their registered device for authentication.

3.4 After verification, they gain access to the virtual mediation room.

4. Virtual Session Commences

4.1 The meeting in-charge shall introduce the process and the ground rules.

4.2 Each party presents their submission in respect of their case.

4.3 The resolutionary shall facilitate discussions and negotiations in a structured manner.

4.4 Breakout rooms may be used for private meetings with individual parties with prior permission of the Resolutionary if required.

5. Closure of the meeting

5.1 The resolutionary shall declare the meeting closure after either completion or part completion of discussion or on expiry of the scheduled time.

5.2 The resolutionary on its own discretion can extend the scheduled time for the meeting.

5.3 minutes of the meeting shall be reduced in writing and made available to the parties.

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Schedule VIII: Disclosure and acceptance by Arbitrator (Template)

DISCLOSURE CUM DECLARATION BY ARBITRATOR
(As per Sixth Schedule of the Arbitration and Conciliation Act, 1996)

I. Personal Details
Name: Mr. / Ms. _____
Contact Detail: legal@odrnexus.com

II. Details of Proposed Arbitration
Case Number : _____
Name of the both the Parties: _____

III. Prior Experience: (including with Arbitration)_____

IV. No. of Ongoing Arbitration: One / More than two (select one).

V. Disclosure of Interests

In compliance with **Section 12(1) o**f the Arbitration and Conciliation Act, 1996, I make the following disclosures:

1. Relationships with Parties and Counsel
- Do you have any past or present direct/indirect financial, business, professional, or personal relationship with any of the parties or their counsel? (Yes/No)
- If Yes, provide details:
_____

2. Interest in the Subject Matter
- Do you have any financial or other interest in the subject matter of the dispute? (Yes/No)
- If Yes, provide details:
_____

3. Other potential conflicts
- Have you previously acted as an arbitrator or counsel in any matter involving the same parties? (Yes/No)
- If Yes, provide details:
_____

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4. Ability to devote time
- Do you have any existing commitments or circumstances that may affect your ability to devote sufficient time to the arbitration and ensure its completion within the prescribed time limit? (Yes/No)
- If Yes, provide details:

_____

5. Other relevant disclosures
- Are there any additional facts or circumstances that might give rise to justifiable doubts regarding your independence and impartiality? (Yes/No)
- If Yes, provide details:

_____

IV. Declaration:

I, _____, do hereby solemnly affirm and declare that I shall act independently and impartially in the arbitration proceedings and shall forthwith disclose any additional facts or circumstances that may arise during the arbitration which may affect my impartiality or independence.

I further confirm that I am not ineligible under the Seventh Schedule of the Act to be appointed as an arbitrator in the present dispute.

Signature: _____
Name: _____
Date: _____
Place: _____

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