The Maritime Arbitration Rules

(with effect from 1st April, 2016)

Indian Council of Arbitration
Undisputed Leader in Dispute Resolution
# International Mutual Co-operation Agreements between ICA and Foreign Arbitral Institutions

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The Maritime Arbitration Rules
THE MARITIME ARBITRATION RULES
1. **Objectives:**

These Rules shall be called Maritime Arbitration Rules of the Indian Council of Arbitration. These Rules shall govern the conduct for domestic and international maritime arbitrations in India.

2. **Definitions:**

   1. 'Council' means the Indian Council of Arbitration.
   2. 'Registrar' means the 'Registrar' of the Indian Council of Arbitration.
   3. 'Committee' means the Maritime Arbitration Committee.
   4. 'Panel' means the Panel of Arbitrators maintained by the Committee.
   5. 'Party' shall include any individual, firm, company, Government, Government organizations or Government Undertakings.

3. **Maritime Arbitration Committee:**

   (1) The Council shall constitute a Maritime Arbitration Committee. Such Committee shall consist of the nominees of the following:

   1. Indian Council of Arbitration 2 Nominees
   2. Ministry of Shipping 2 Nominees
   3. Ministry of Law & Justice 1 Nominee
   4. Indian National Shipowners' Asson 1 Nominee
   5. Shipping Corpn. of India 1 Nominee
   6. New Delhi Shipbrokers' Asson. 1 Nominee
   7. Representative of P & I Correspondents (To be nominated by the President, ICA) 1 Nominee
   8. Representative of Steamer Agents (To be nominated by the President, ICA) 1 Nominee

4. **Functions of the Maritime Arbitration Committee:**

   The functions of the Committee shall be as follows:

   1. Empanelment of arbitrators;
   2. Provision of guidance to arbitrators and parties in the general conduct of arbitration;
   3. Determination of the scales of arbitrator's fee, registration fees and administration charges from time to time;
   4. Publication of arbitration awards;
   5. In case of doubt, decide the applicability of these rules in relation to a dispute referred to it;
   6. Appointment of the Arbitrator / Presiding Arbitrator when required;
   7. Review of the progress of Maritime Arbitration Cases;

5. **Panel of Arbitrators:**

   a) The Committee shall maintain a Panel of Maritime Arbitrators who should have experience and reputation in shipping and maritime practice, knowledge in maritime and shipping law and are persons of integrity.

   b) The persons who have attained the age of more than 80 years will automatically cease to be member of the Panel of Arbitrators. In case of a person, who has been appointed as Arbitrator before attainment of the age of 80 years his panel membership will continue till the pronouncement of the Award in pending arbitration matters referred to him.

6. **Law to Apply:**

   Any arbitration conducted under these rules shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any further amendments thereof.

7. **Scope of Application:**

   These rules shall apply, inter-alia, to maritime disputes in respect of the following:

   1. Interpretation of charter party, any contract of affreightment and bills of lading;
   2. Carriage of goods by sea;
   3. Marine salvage, towage of vessels or other floating objects;
   4. Damages arising out of collisions, groundings, fire or any such accidents whether in port or at sea, including damage to fix or floating objects at ports. (Operational from 1st April, 2016)
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   8. Representative of Steamer Agents 1 Nominee
   (To be nominated by the President, ICA)
(2) Chairman of the Committee shall be the President or Senior Vice President or Vice President of the Council and the Convenor of the Committee shall be the Registrar of the Indian Council of Arbitration. The Committee shall meet as and when required but at least once in a year.

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5. Interpretation of any shipping documents;
6. Ownership of vessels and aspects relating to lines and mortgages;
7. General Average, particular average and matters arising out of contracts of marine insurance;
8. Wreck removal and marine pollution;
9. Disputes relating to use of ships in offshore, oilfield and/or seabed mining including specialized vessels, rigs and platforms;
10. Disputes relating to ship building and repair contracts;
11. Disputes relating to other matters connected with shipping and not mentioned above.

8. Commencement of Arbitration:

1. Any of the parties who have entered into an agreement for resolving disputes by arbitration under these rules may make a written request for arbitration to the Registrar of ICA. Such request shall include the following particulars:
   a) the names and full addresses of the parties to the dispute including emails, phone numbers, hand phone numbers, fax numbers of the parties to the dispute and their legal representative, if any;
   b) copies of the contract in which the arbitration clause is contained;
   c) the Statement of claim and facts supporting the claim, points at issue and relief or remedies sought with other details of the Claimant’s case;
   d) a statement on such matters as the place of the arbitration, the name(s) of Arbitrators on which the parties have already agreed in relation to the conduct of the arbitration, or with respect to which the requesting party wishes to make a proposal;
   e) if the arbitration agreement calls for nomination of arbitrators by the parties, the name, address, telephone and fax number of the Claimant’s nominee.
   f) Non-refundable Registration fee of Rs. 15,000/- plus any applicable tax for claims up to Rs. One Crore and Rs. 30,000/- plus any applicable tax for claims more than Rs. One Crore.
   g) In the event that the Claimant fails to comply with either of the requirements referred to hereinabove, the Registrar may fix a time limit (not exceeding 15 days) within which the Claimant must comply, failing which the file shall be closed without prejudice to the Claimant’s right to resubmit the same claims at a later date in another notice of request for arbitration.
   h) The arbitral proceeding shall commence on the date on which a request for that dispute to be referred to arbitration is received by the Respondent.
9. **Counter Claim and Reply to Counter Claim:**

1. On receipt of the statement of claim, the Respondent may make a defence/counter claim against the claim provided that the counter claim arises under the same transaction as that of the statement of claim. The Respondent shall submit the defence statement/counter claim with full details supported by all documents and information within a period of 30 days from receipt of the statement of claim or within such extended period not exceeding 30 days. The arbitrator/s appointed to adjudicate upon the original claim shall also adjudicate upon the counter claim.

2. Copies of all claims, counter claims and other documents submitted to the Registrar shall be sent to the other party within 15 days.

10. **Nomination / Appointment/Removal of Arbitrators:**

1) For purpose of this rule appointment of an arbitrator implies nomination of the arbitrator by the party or parties and acceptance thereof by the arbitrator.

2) The number of arbitrators to hear the dispute shall be determined as under:

   a) Where the claim does not exceed Rs. One crore and the Arbitration Agreement does not specify otherwise, the reference shall be deemed to be with a Sole Arbitrator.

   b) Where the claim exceeds Rs. One crore and the Arbitration Agreement does not specify otherwise, the dispute will be heard and determined by three arbitrators, unless the parties to the dispute subsequently agree to refer the dispute to a sole arbitrator within 45 days from the date of notification of the request for arbitration.

3) The number of arbitrators to hear dispute under these rules shall be either one or three to be appointed from and amongst ICA Maritime Panel of Arbitrators.

   a) In case a Sole Arbitrator has to be appointed, the Registrar shall, by a notice in writing, call upon the parties to the dispute to forward the name of an agreed arbitrator from among the Maritime Panel of Arbitrators. The said notice shall specify the period within which the nomination shall be made which shall not be more than thirty days from the date of the said notice to the respective parties. If the parties fail to agree on the person to be appointed as sole arbitrator within the time granted by the Registrar, the Registrar in consultation with the Chairman of the Committee and in his absence in consultation with the member of the Maritime Arbitration Committee designated by the Chairman, shall appoint the sole arbitrator from among the Maritime Panel of Arbitrators. The sole arbitrator so nominated shall constitute the arbitral tribunal to hear the dispute and shall be appointed as such in writing by the Registrar.

   b) Where the reference is to three arbitrators, the Registrar shall in the first instance call upon the parties to nominate one arbitrator each from among the Maritime Panel of Arbitrators by a notice in writing, sent to them. The said notice shall specify the period within which the nomination shall be made which shall not be more than 30 days from the date of the said notice to the respective Parties. If a Party to the dispute refuses or neglects
to appoint an arbitrator on his behalf within the period specified or if he requests the Registrar to nominate an arbitrator on behalf of that party, the Registrar in consultation with the Chairman of the Maritime Arbitration Committee and in his absence in consultation with the member of the Maritime Arbitration Committee designated by the Chairman shall appoint the arbitrator from the Maritime Panel of Arbitrators on behalf of that party.

c) The two Arbitrators, as appointed aforesaid shall appoint within a period of 30 days, the Third Arbitrator who shall act as the Presiding Arbitrator. If the two Arbitrators, appointed by the parties, fail to agree on the Third Arbitrator, the Third Presiding Arbitrator shall be appointed by the Registrar in consultation with the Chairman of Maritime Arbitration Committee of ICA or in his absence in consultation with the member of the Maritime Arbitration Committee designated by the Chairman shall appoint the arbitrator from the Maritime Panel of arbitrators to act as the Presiding Arbitrator.

4) (a) The parties will obtain the consent from the persons nominated by them respectively as arbitrator and intimate the Council accordingly. In case the parties fail to do so, the Registrar will then obtain the consent from the persons nominated by the parties as their respective arbitrators. After a person gives his consent for appointment as arbitrator, he will be duly intimated about his appointment to decide the dispute by a memo in writing under the hand of the Registrar about the constitution of the arbitral tribunal. The Arbitral Tribunal shall be deemed to have entered on the reference on the day on which the arbitrator or all the arbitrators, as the case may be, have received notice in writing of their appointment by the Registrar after disposal of the challenge to their appointment, if any, made.

(b) Before accepting his nomination the prospective arbitrator shall disclose any circumstances such as financial or personal interest in the outcome of the award, likely to disqualify him as an impartial or independent arbitrator. Upon receipt of such information, the Registrar shall disclose it to the parties, who if willing to proceed under the circumstances disclosed, shall advise the Registrar accordingly. If either party declines to waive the presumptive disqualification, the prospective arbitrator shall be disqualified from acting as arbitrator and the vacancy so created shall be filled, in accordance with the applicable provision of these Rules.

(c) The arbitrator while making the aforesaid disclosure should take notice of the grounds enumerated in the Fifth Schedule of the Act or such other schedule or amendment as may be made from time to time in respect thereof.

(d) Any person, whose relationship with the parties or counsel or the subject matter of the dispute falls under any of the categories specified in the Seventh Schedule of the Act, shall be ineligible to be appointed as an arbitrator provided that the parties may waive the applicability of the categories provided in the Seventh Schedule or such other schedule or amendment as may be made from time to time by an express agreement in relation to the appointment of arbitrators.
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(e) The arbitrator while making the aforesaid disclosure should take notice of the grounds for which the challenge is made. Copies of the communication of challenge shall be sent to the other party and the arbitrator. Either the Registrar or any one member of the Maritime Arbitration Committee as may be decided by its Chairman shall be the sole judge of the grounds of challenge and its decision shall be final and binding on the parties as well as the arbitrator.

5) In case of resignation, death or termination of authority of an arbitrator, a new arbitrator or arbitrators will be appointed in his place by the Registrar in consultation with the Chairman of the Maritime Arbitration Committee, in case they had appointed the original arbitrator. Where the appointment was made by the parties, the Registrar shall call upon the party who had appointed the arbitrator to nominate another arbitrator in his place. If any party refuses or neglects to nominate an arbitrator within 15 days of the date of notice requiring him to nominate the arbitrator or within such extended time not exceeding 30 days, the Registrar in consultation with the Chairman of the Maritime Arbitration Committee shall nominate the arbitrator on behalf of that party from among the panel of arbitrators.

6) Removal of Arbitrator:

(a) The Committee may in its discretion, direct the removal of an arbitrator, who refuses or fails to act or becomes de jure or de facto unable to perform his functions or if he is not fulfilling his functions in accordance with the Maritime Arbitration Rules and its Code of Conduct and Guidelines for Arbitrators or is adjudged insolvent or convicted of an offence involving imprisonment.

(b) In the event of such removal, the arbitrator or arbitrators as the case may be and whose authority has been terminated by the decision of the Committee, shall not be entitled to any fee.

(c) Before any action is taken, an opportunity will be given by the Committee, to the concerned arbitrator to be heard and the decision of the Maritime Arbitration Committee shall be final and binding on the arbitrator as well as the parties.

(d) In the event any arbitrator is removed, the Registrar shall inform him accordingly.

11. Submission of the case to the Arbitral Tribunal:

(a) The Registrar shall send copies of claim statement, defence statement if any, counter claim if any, and other documents received under Rule 8 and/or Rule 9 from the parties to the dispute to the arbitrator(s) with a request to proceed with the arbitration.

(b) When the party instituting a case desires to withdraw it before an arbitral tribunal has been constituted, the Registrar shall return to him any deposits made by him, after deducting such charges as he might have incurred in connection with the cases. The registration fee, however, shall not be refundable.
(c) If the arbitration is terminated by the act or default of any parties and/or the claims or disputes are resolved and/or settled after constitution of the arbitral tribunal and before the award is made, any fee, charges and expenses deposited or incurred by the parties shall not be refunded or reimbursed and the arbitrators fees so deposited shall be paid to the arbitrators and the administrative charges shall be appropriated by the Council.

12. **Venue of Arbitration:**

Venue for the arbitration under these Rules shall be any place in India. Where the Claimant and Respondent are unable to agree on a common venue, the venue shall be New Delhi.

13. **Language of proceedings:**

All arbitration proceedings shall be conducted in English language. If assistance of the interpreter during the proceedings is required, party concerned shall bear the costs. The interpreter shall be an independent person to be appointed by the Registrar.

14. **Power of Arbitrators:**

(1) Unless contrary intention is expressed in any arbitration agreement, the powers of the arbitrators shall include:

   a) to call for all documents within the possession of the Claimant and Respondent which may be required for this purpose;

   b) to examine any witness on oath or affirmation;

   c) to call for giving evidence by affidavits, if necessary;

(2) If the parties have reached an amicable settlement of the dispute or on any part thereof during the arbitration proceedings, and if such parties request the arbitrator(s) to pronounce an award in terms of the amicable settlement, the arbitrator(s) shall give an award accordingly.

(3) **Interim Measures:**

   (a) (1) Any party may, during the arbitral proceedings or at any time after the making of the arbitral award but before its enforcement, apply to the arbitral tribunal -

      (i) for an interim measure of protection in respect of any of the following matters, namely-

      (a) the preservation, interim custody or sale of any goods 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 thing which is the subject matter of the dispute in arbitration, or as to which any
question may arise therein and authorizing for any of the aforesaid purposes any person to enter upon any land or building in the possession of any party, or authorizing 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) such other interim measure of protection as may appear to the arbitral tribunal to be just and convenient.

(2) Any order issued by the arbitral tribunal shall deem to be an order of the Court for all the purposes and shall be enforceable under the Code of Civil Procedure or any other law for the time being in force, in the same manner as if it were an order of the Court.

(4) Appointment of Emergency Arbitrator:

(a) If a party is in requirement of urgent interim or conservatory measures, that cannot await formation of the Tribunal, it may make an application for emergency interim relief. The party shall notify the Registrar with a simultaneous copy thereof to the other parties to the arbitration agreement for such measures.

(b) The party making such an application shall:

i) describe the circumstances and the nature of the urgency and the measures sought

ii) file proof of service of such application upon the opposite parties.

(c) The party invoking the provision of Emergency Arbitrator shall deposit the necessary fees, administrative charges and expenses decided by the Registrar in consultation with the Chairman of the Maritime Arbitration Committee within 7 days from the date of demand made by the Registrar.

(d) The Registrar, in consultation with the Chairman and in his absence in consultation with the member of the Committee designated by the Chairman, shall appoint the Emergency Arbitrator as soon as possible but not later than seven days from the date of receipt of the fee as above.

(e) The Emergency Arbitrator so appointed shall schedule a hearing including filing of pleadings as soon as possible but not later than seven days of his appointment. The Emergency Arbitrator shall provide reasonable opportunity of being heard to all the parties and upon being satisfied shall have the power to pass an interim order as provided under Rule 14(3).

(f) The Registrar shall ensure that the entire process from the appointment of the Emergency Arbitrator to making the Order shall be completed within thirty days (excluding non-business days).

(g) The Emergency Arbitrator shall become functus officio after the Order is made.
(h) The order for urgent interim or conservatory measures passed by the Emergency Arbitrator shall not bind the Tribunal on the merits of any issue or dispute that the said Tribunal may be required to determine.

(i) An order pursuant to the appointment of Emergency Arbitrator shall be binding on the parties when rendered. By agreeing to arbitration under these Rules, the parties undertake to comply with such an order or award without delay.

(j) The order passed by the Emergency Arbitrator shall remain operative unless modified, substituted or vacated by the Tribunal.

(k) The Emergency Arbitrator for all purpose shall be treated as ad hoc arbitral tribunal.

(5) Indemnity

(a) The Council, the Committee, the Chairman, the Registrar and the Arbitrators shall not be liable for any act or omission in whatever capacity they may have acted in connection with or in relation to an arbitration under these Rules. Parties are themselves required to contest the proceedings regarding the validity of the arbitration agreement before the Court.

(b) No party shall bring or prosecute any suit or proceedings whatsoever against the Tribunal or any member thereof, for or in respect of any matter or thing purporting to be done under these Rules.

15. Conduct of Arbitration Proceedings:

Arbitration proceedings can be conducted on the basis of pleadings, documents and affidavits filed by the parties in dispute unless one of the parties expresses its desire in writing that the parties may be given an opportunity of appearance either personally or through their representatives / attorneys.

(1) Timings of the Arbitration session:

The arbitration session will go on as far as possible on a day-to-day basis from 10.30 a.m. to 4.30 p.m. once the hearing begins after completion of all the formalities. The arbitral tribunal shall not ordinarily adjourn a hearing at the request of any party, except where the circumstances are beyond the control of the party provided the party seeking adjournment files a written request in advance and the arbitral tribunal is satisfied that reasons and circumstances for the adjournment are justified. While granting an adjournment, the arbitral tribunal may make such orders regarding payment of costs by one or both of the parties, including exemplary costs on the party seeking adjournment without any sufficient cause, as it deems fit and reasonable.

(2) Evidence:

Every party in an arbitration shall have a right to prove or substantiate his contentions through evidence, documentary or otherwise. If arbitrator(s) consider(s) necessary submission of additional evidence by the parties, they may issue directions accordingly. Witnesses produced by a party may be examined / cross examined. The parties may request the arbitrators to allow them to submit the evidence / statements of witnesses by way of affidavits.
16. Optional Conciliation:

(1) The parties may opt for conciliation and request the arbitral tribunal before the commencement of the arbitration proceedings unless they have already agreed otherwise to settle their dispute through conciliation.

(2) Fast Track Arbitration:

The parties may opt for fast track arbitration and request the arbitral tribunal to decide the reference in a fixed time frame of 3 to 6 months or any other time agreed between the parties, according to the Fast track arbitration, as under:

1. The arbitral tribunal will be authorized to decide the dispute on the written pleadings, documents and written submissions filed by the parties without any oral hearing.

2. The arbitral tribunal shall have power to call for any further information/clarification from the parties in addition to the pleadings and documents filed by them.

3. An oral hearing may be held if both the parties make a joint request or if the arbitral tribunal considers an oral hearing necessary in any particular case.

4. If an oral hearing is held the arbitral tribunal may dispense with any technical formalities and adopt such procedures as it deems appropriate and necessary for economic and expeditious disposal of the case.

17. The arbitral tribunal may proceed with the reference notwithstanding any failure by a party to comply with any of the directions of the arbitral tribunal or in the absence of any or both the parties who fail or neglect to attend at the time and place appointed by the arbitral tribunal, in spite of due notice of default.

18. (1) The arbitral tribunal may by the award dismiss the application or claim:

(a) if the Claimant does not prosecute the arbitration proceedings or file the papers within the time granted.

(b) or neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Registrar.

(2) The arbitral tribunal may deliver an ex-parte award:

(a) if the defendant neglects or refuses to appear or make his defence or fails to file the papers within the time granted.

(b) or neglects or refuses to pay the dues or deposits ordered to be paid by the arbitral tribunal or the Registrar.

19. Arguments:

The parties shall be permitted to submit oral or written arguments to substantiate their claim or defence. Written arguments shall be submitted within the time stipulated by arbitrators.
20. Award:

(1) The Arbitral Tribunal shall make the award as expeditiously as possible, preferably within six months from the date of the reference subject to the maximum limit of twelve months from the date on which arbitral tribunal entered into reference in terms of Rule 10(4)(a).

(2) The parties mutually agree to waive their right of consent and confer upon the Registrar the right to extend the time for making of an award for a further period of six months, if applied for, by any of the parties, provided such request is to be found reasonable and necessary.

(3) If the award is not made within the aforesaid period of 12 months or 18 months, as the case may be, the mandate of the arbitrator shall terminate unless the Court has either prior to or after the expiry of the period further extended the period for passing of award.

(4) In the event, the arbitrators are substituted by the Court under the Act, the arbitration proceedings may continue from the stage it has reached and on the basis of the evidence and material already on record and the arbitrator(s), so appointed, shall be deemed to have received the said evidence and material. The Arbitral Tribunal, so reconstituted, shall be deemed to be in continuation of the previously appointed Arbitral Tribunal.

(5) After the conclusion of the hearing of arguments and submission of documents including written arguments, if any, by the parties, the arbitrator(s) shall submit their award to the Registrar as early as possible, but not later than 60 days from the date of closing of the hearing. The arbitrator(s) shall state the reason upon which the award is based except when the parties have agreed that no reasons are required or the award is a compromise award. The arbitrator shall endeavour to render unanimous or majority award.

(6) The arbitrator(s) may at their discretion pronounce an interim award indicating the necessity for the same.

(7) When an award has been made, the Registrar shall furnish a true copy of the award to the parties by registered post provided the arbitration costs including stamp duties have been fully paid to the Council by the parties or by one of them.

(8) The Council may publish or otherwise circulate any award made under this rule in any Arbitration Journal, Magazine, Report etc. unless notified in writing by either party not to do so within 15 days of the Award.

(9) The arbitrators shall not be entitled to any fees in the event of cancellation of their mandate for not making the award within the time specified.

(10) If the arbitral tribunal decides to make an order as to the payment of costs with interest on costs - the general rules is that the unsuccessful party shall be ordered to pay such costs with interest as may be determined by the arbitral tribunal to the successful party or the arbitral tribunal may make different orders for reasons to be recorded in writing.

(11) In determining the costs, the arbitral tribunal shall refer to all the circumstances including:
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- If the arbitral tribunal decides to make an order as to the payment of costs with interest on costs
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- After the conclusion of the hearing of arguments and submission of documents including
- In the event, the arbitrators are substituted by the Court under the Act, the arbitration

20 (A) Correction, Interpretation and Remission of Awards:

(a) Within thirty days from the receipt of arbitral award, a party, through the Registrar, may request the Arbitral Tribunal to correct any computation errors, any clerical or typographical errors or any other errors of similar nature occurring in the Award.

(b) The Registrar shall thereafter forward the request to the Tribunal with a copy to the other party.

(c) A party, through the Registrar, may request the Tribunal to give an interpretation of a specific point or part of the award.

(d) If Tribunal considers the request made under sub-section (c) to be justified, it shall make the corrections or give the interpretation within thirty days from the receipt of such request and interpretation shall form part of the arbitral award.

(e) The Tribunal may also correct any error of the type referred to under sub-section (a), on its own initiative, within thirty days from the date of the arbitral award.

(f) A party, through the Registrar may request, within thirty days from the receipt of the arbitral award, the Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award. The Registrar shall forward the request to the Tribunal with the copy to the parties.

(g) If the Tribunal considers the request made under sub-section (f) to be justified, it shall make the additional arbitral award within sixty days from the receipt of such request.
(h) The Tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional arbitral award under sub-sections (a), (c) and (f).

21. **Arbitration Fees & Other Expenses:**

(1) The Registration fee, Administrative charges and Arbitrator's fee shall be as per the scale prescribed by the Maritime Arbitration Committee from time to time.

(2) The Registrar on receipt of the Statement of Claim and/or Counter Claim, if any, shall indicate the amount of arbitration fee to be deposited by the Claimant and Respondent in advance on provisional basis. The fee shall include registration fee, arbitrator's fee, the administrative charges and the stamp duties. The parties will be required to deposit the arbitrator's fees and administrative charges and the stamp duties within 30 days of the receipt of the intimation for making such deposit with the Council. The period of 30 days may be extended by the Registrar at the request of the party for a further period not exceeding 30 days. The arbitrator(s) shall not proceed with arbitral proceedings till receipt of arbitration and administrative charges, stamp duties and other related expenses by the Council.

(3) The Arbitrators' fees, the Administrative charges and stamp duties shall be borne by the parties in equal share. In the event the Claimant fails to make payment of his share of Arbitrator's fee, Administrative charges, stamp duties and other expenses on the basis of the claim made in the Statement of Claim within the prescribed period, the Registrar shall close the case and not further proceed with the arbitration. In the event the Respondent fails to make the payment of his share of Arbitrators fee, Administrative charges and stamp duties on the Statement of Claim, the Registrar shall then call upon the Claimant to pay the Respondent's share of the Arbitrators fee, Administrative charges and stamp duties including other expenses and in default of payment thereof, the Registrar shall close the case and not further proceed with the arbitration. In the event the Respondent fails to make the payment of his share of Arbitrators fee, Administrative charges stamp duties on the Counter Claim, such Counter Claim shall not be entertained by the Arbitrators and in the event the Claimant fails to pay his share of Arbitrators fee, Administrative charges, stamp duties on the Counter Claim made by the Respondent, in that event the Registrar may call upon the Respondent to pay the Claimant's share of the Arbitrators fee, Administrative charges, stamp duties and other expenses on the Counter Claim and upon such deposit being made, the Registrar shall proceed with the arbitration with respect to the Counter Claim and in default of such payment by the Respondent, his counter claim shall not be entertained.

(4) If the arbitration is terminated by the act or default of any of the parties after constitution of arbitral tribunal and before award is made, any fees and charges deposited by the parties shall not be refunded.

22. **Amendment of the Rules:**

The Committee may review these rules and recommend amendments. The Council shall adopt the recommended amendments in consultation with the Ministry of Shipping.
23. Maritime Arbitration Clause:

All parties desirous of making reference for maritime arbitration under these Rules may provide following arbitration Clause in their contracts:

"All disputes arising under this charter party shall be settled in India in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (No. 26 of 1996), as amended and in force from time to time, and under the Maritime Arbitration Rules of the Indian Council of Arbitration. The Arbitrators shall be appointed from among the Maritime Panel of Arbitrators of the Indian Council of Arbitration".

Notwithstanding the aforesaid it is open to parties, to make a reference to the Registrar by any other suitable provision in the contract, or by mutual consent or agreement for arbitration under these Rules.

Scale of Arbitrator's Fee and Administrative Charges prescribed by the Maritime Arbitration Committee under Rule 21 of the ICA Maritime Arbitration Rules.

(1) Registration Fee:

The Registration fee shall be payable with regard to the amount in dispute in each case as under. The registration fee shall not be refunded and becomes the property of the Council.

(a) Rs. 15,000/- plus applicable taxes for claim upto Rs. One Crore

(b) Rs. 30,000/- plus applicable applicable taxes for claims more than Rs. One Crore

(2) Arbitrator’s Fee and Administrative charges

The Arbitrator's fee (for each arbitrator) and Administrative charges (of ICA), may be taken as a composite amount, although fixed separately, with regard to the amount in dispute including interest claimed in each case, as per the schedule below:

<table>
<thead>
<tr>
<th>Amount of Claim &amp; Counter Claim</th>
<th>Arbitrator’s fee for each Arbitrator</th>
<th>Administrative Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto Rs. 5 lac (Rs.5,00,000/-)</td>
<td>Rs.60,000/-</td>
<td>Rs.45,000/-</td>
</tr>
<tr>
<td>From Rs.5 lac one to Rs.25 lac (Rs.5,00,001 to 2,500,000)</td>
<td>Rs.60,000/- plus Rs.3,000/- per lac or part thereof subject to a ceiling of Rs.1,20,000/-</td>
<td>Rs.45,000/- plus Rs.2,250/- per lac or part thereof subject to a ceiling of Rs.90,000/-</td>
</tr>
<tr>
<td>From Rs.25 lac one to Rs.1 crore (Rs.2,500,001 to 10,000,000)</td>
<td>Rs.1,20,000/- plus Rs.2,400/- per lac or part thereof subject to a ceiling of Rs.3,00,000/-</td>
<td>Rs.90,000/- plus Rs.1,800/- per lac or part thereof subject to a ceiling of Rs.2,25,000/-</td>
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In addition to the Arbitrator’s Fee and the Administrative Charges referred to hereinabove, the parties shall also deposit in advance any applicable taxes thereon including requisite stamp duties.

(3) In addition to the above

(a) The ICA will be entitled to receive a Special Fee of Rs.7,500/- per hearing for providing facilities of hearing rooms, for arbitration hearings and secretarial assistance etc. at the arbitration hearing.

(b) Other expenses: The arbitrator may be paid an amount of Rs.2,500/- plus applicable taxes towards local conveyance for attending each arbitration hearing in the city of his residence. In respect of joint trial, the hearing will be treated as one irrespective of the number of cases. Any traveling and other expenses incurred by the arbitrator or the Registrar for attending the arbitration hearings in a city other than the place of residence shall also be reimbursed to him as provided hereinafter. All the above expenses shall form part of the arbitration costs.

(c) An arbitrator who has to travel shall be paid traveling expenses by air or rail (air conditioned wherever available) or car (when neither air nor rail transport is available) at actuals. In addition, he may be paid out-of-pocket expenses at actuals for boarding, lodging and local transport subject to maximum of Rs. 20,000/- per day in metropolitan cities and Rs. 12,000/- in all other cities. An arbitrator who makes his own arrangements for boarding, lodging, local transport etc. may be paid out of pocket expenses at the rate of Rs. 10,000/- per day, without production of vouchers. The limits for stay of the Council officials will be of those applicable to arbitrators.

(d) The cost to be incurred on payment of expenses referred to in Sub-Rule 3(c) to an arbitrator nominated by a party will be borne and paid by the party nominating the arbitrator. However, if an appointed arbitrator changes his residence after his nomination by a party, he will not be entitled to reimbursement of any enhanced expenses for attending the arbitration hearing, unless the party nominating him agrees to reimburse the same to him. The expenses payable to the sole arbitrator or third arbitrator appointed by the Council under Rule 10(3)(a) & 10 (3)(c)

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<td>Rs.3,00,000/- plus Rs.45,000/- per crore or part thereof subject to a ceiling of Rs.4,80,000/-</td>
<td>Rs.2,25,000/- plus Rs.33,750/- per crore or part thereof subject to a ceiling of Rs.3,60,000/-</td>
</tr>
<tr>
<td>From Rs.5 crore one to Rs.10 crore (Rs.50,000,001 to 100,000,000)</td>
<td>Rs.4,80,000/- plus Rs.30,000/- per crore or part thereof subject to a ceiling of Rs.6,30,000/-</td>
<td>Rs.3,60,000/- plus Rs.22,500/- per crore or part thereof subject to a ceiling of Rs. 4,72,500/-</td>
</tr>
<tr>
<td>Over Rs.10 crores</td>
<td>Rs.6,30,000/- plus Rs.24,000/- per crore or part thereof, subject to a ceiling of Rs.30 lac.</td>
<td>Rs.4,72,500/- plus Rs.18,000/- per crore or part thereof subject to a ceiling of Rs.25 lac.</td>
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Note: In addition to the Arbitrator’s Fee and the Administrative Charges referred to hereinabove, the parties shall also deposit in advance any applicable taxes thereon including requisite stamp duties.

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will be borne and paid by both the parties in equal proportion or in such other manner as may be determined by the Arbitral Tribunal.

(c) Additional stamp duties, if any, are to be paid by the parties in equal share in all cases in accordance with the scale of stamp duties for the time being imposed by law.

(f) In case of an ex-parte Award, the entire stamp duty shall be paid by the Claimant in accordance with the scale of stamp duties for the time being imposed by law.
ICA

CODE OF CONDUCT
Preamble / Purpose / Objective of the Code:

With a view to make arbitration efficient, simple, just, user friendly, speedy, trust worthy, equitable, serviceable and relatively low cost, this Code aims to establish a set of standards for Maritime Arbitration Committee, Arbitrators, Parties and Counsel and they are expected to conform to such standards while discharging their respective duties under the auspices of the Indian Council of Arbitration.

This Code has been formulated in the wake of the fundamental principle that only an arbitral institution can guarantee the enforcement of such ethical norms, which is required at various stages of arbitration right from the appointment of an arbitrator till the rendering of an arbitration award. However, ad hoc arbitration can, as a self regulatory measure, adopt this code of conduct to generate confidence in the institution of arbitration in general. As this code evolves over the years, it would be a continuing objective to revise and update it from time to time to keep pace with international standards.

The Code is set out in four parts:

Part I - Code of Conduct for the Maritime Arbitration Committee:

1.1) The members of the Committee may be appointed as arbitrators during their term of office.

1.2) If the parties fail to appoint Arbitrator/s the Committee, will appoint from the Panel of maritime Arbitrators having regard to the following criteria:

   a) Nature of the dispute
   b) Availability of the Arbitrators
   c) Identity of the parties
   d) Independence and impartiality of the arbitrator
   e) Any stipulation made in the Arbitration Agreement of the parties

1.3) The Committee may, in case of non-availability of an arbitrator of required skills and experience, consider a non-panelist for appointment as arbitrator. The above stated criteria shall apply in such case as well.

Part II - Code of Conduct for the Arbitrator:

2.1.1) This Code of Conduct shall apply to all Arbitrators on the Panel or whosoever is appointed by the Committee.

2.1.2) Every person nominated as an arbitrator in a case shall make disclosures as specified in the Arbitrator's Declaration of Acceptance of Responsibility and Statement of Independence.

   a) To disclose any interest or relationship with the parties: the Arbitrator shall have a continuing duty -

      to disclose any direct or indirect financial or personal interest in the outcome of the arbitration;
      to disclose any existing or past relationship or interest that might affect this impartiality or might create a reasonable apprehension of bias.

2.1.3) The Arbitrators are expected to conduct themselves in a manner consistent with the rules and the policies of the ICA.

2.1.4) The Arbitrator/s shall follow the Guidelines for expeditious conduct of Arbitration proceedings, annexed to this Maritime Rules of Arbitration.

2.2) Duties of Arbitrators:

2.2.1) General:

   2.2.1.1) To act with honesty, integrity, diligence and dignity to which the profession of dispute resolution is associated, the arbitrator shall -

      a) recognize a responsibility to the public, parties and to all other participants in the proceedings;
      b) not to solicit appointment to act as an arbitrator;
      c) refrain himself from entering into any kind of relationship with the parties or the Counsel, that is likely to affect his impartiality;
      d) not accept any gift or substantial hospitality, directly or indirectly from any party to the arbitration.

   2.2.1.2) To be faithful to the relationship of trust and confidentiality inherent to his office: the arbitrator shall -

      a) not use confidential information acquired during the arbitration proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another;
      b) keep all the information relating to the proceedings confidential unless the parties otherwise agree or any law requires him to disclose.
      c) not to disclose or indicate any decision to any party during or at the end of the proceedings.

2.2.2) The arbitrator shall not:

   a) Refuse to accept an appointment as an arbitrator unless he is qualified to sit in cases of the kind involved;
   b) Suggest or attempt to influence the selection of other arbitrators;
   c) Refuse to accept any case by reason of previous acquaintance or contemplated future relationship with one of the parties.

Part III - Code of Conduct for the Parties:

3.1) The parties shall:

   a) Represent, act and speak for themselves;
   b) Not request, suggest or approach arbitrators to influence their conduct or decisions;
   c) Not offer or give hospitality or other advantage to, or payments to, arbitrators.

Part IV - Code of Conduct for the Counsel:

4.1) The Counsel shall:

   a) Represent, act and speak for their clients;
   b) Not request, suggest or approach arbitrators to influence their conduct or decisions;
   c) Not offer or give hospitality or other advantage to, or payments to, arbitrators.
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           c) not to disclose or indicate any decision to any party during or at the end of the proceedings.
2.3. Conduct of Proceedings:

2.3.1) to conduct the proceedings fairly and diligently: the arbitrator shall -

a) adhere to the concepts of fairness, patience, courteousness, and equality;

b) ascertain from the parties about the method of record of proceedings;

c) afford full opportunity to other arbitrators, if any, in the case to participate in all aspects of the proceedings;

d) act within the scope of authority, set out in the arbitration agreement and/or the Arbitration and Conciliation Act, 1996 and the Maritime Rules of the ICA;

e) not discuss the case with any party in the absence of the other party.

f) to give proper timely notice to parties for appearance at the hearings.

2.4) Others

2.4.1) Regarding the fee: the Arbitrator shall be governed by the prearranged fee structure of ICA, "as amended from time to time" and shall not enter into any direct arrangement with the parties.

2.4.2) Decision-Making: the Arbitrator shall decide all matters justly, exercising independent judgment and should not permit outside pressure to effect the decisions. He shall also construct the award in a logical order, centered around the following principal elements:

a) Brief summary of facts

b) Disputes / issues referred to arbitration

c) Averment of the parties on each of the issues

d) Evidence led, if any

e) Statement in respect of each point of the applicable Rule of Law and application of said Rule to the issue being examined

f) Reasons for the award

Part III - Code of Conduct for the Parties:

3.1) The parties shall maintain the dignity of proceedings and shall act with honesty and diligence.

3.2) The parties shall follow the Guidelines for Expeditious Conduct of Arbitration Proceedings annexed to this Maritime Rules of Arbitration.

3.3) The parties shall deposit the sum required by the Registrar within the stipulated time period.

3.4) The parties shall respond in a timely manner to reasonable requests for information from the arbitrator or other party/ies.
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3.4) The parties shall respond in a timely manner to reasonable requests for information from the arbitrator or other party/ies.

3.5) The parties shall strictly conform to the timetable (set out by the arbitrator in the first meeting) and submit all relevant documents and statements within the time period set out in the timetable.

3.6) The parties shall not extend any hospitality, directly or indirectly to the Arbitrator/s.

3.7) The parties shall pay the fees as agreed and their share of costs as specified in the ICA Maritime Rules.

3.8) The parties shall follow all orders / directions / rulings given by the arbitrator/s during the proceedings.

3.9) The parties shall avoid any kind of dilatory tactics and shall make maximum / best / all possible efforts for an expeditious resolution of the dispute.

Part IV - Code of Conduct for the Counsel:

4.1) The Counsel shall fully co-operate with the parties and the Arbitrator/s during the arbitration proceedings.

4.2) The Counsel shall be bound by the Code of Conduct prescribed by the Bar Council of India.
GUIDELINES FOR ARBITRATORS AND PARTIES
GUIDELINES FOR ARBITRATORS AND THE PARTIES
FOR EXPEDITIOUS CONDUCT OF ARBITRATION PROCEEDINGS

1. The arbitrators and the parties to arbitration are expected to follow these guidelines to ensure economic and expeditious disposal of arbitration cases.

For Arbitrators

2. The arbitrators must take up the arbitration expeditiously on receipt of the request from the Council and should also complete the same within a reasonable despatch. Serious efforts should be made to settle arbitration cases expeditiously, within a period of 6 months where the amount of claim exceeds 1 crore and within a period of 4 months where the amount of claim is less than Rs.1 crore, subject to the maximum limit of 2 years from the date of commencement of reference.

3. When accepting his mandate, the arbitrator shall be able to perform his task with the necessary competence according to his professional qualifications.

4. When giving notice of his acceptance, the arbitrator shall disclose in writing in the printed format as under:
   - any relationship with the parties or their counsel which may affect his independence and impartiality;
   - any personal or economic interest, either direct or indirect, in the subject matter of the dispute;
   - any prejudice or reservation as to the subject matter of the dispute which may affect his impartiality.
   - Where necessary due to supervening facts, this Statement shall be repeated in the course of the entire arbitral proceedings until the award is filed.

5. Where facts that should have been disclosed are subsequently discovered, the arbitrator may either withdraw or be challenged or the Indian Council of Arbitration may refuse to appoint him in other arbitral proceedings on this ground.

6. The arbitrator may at all stages suggest the possibility of a settlement to the parties but may not influence their decision by indicating that he has already reached a decision on the dispute.

7. In the course of the arbitral proceedings, the arbitrator shall refrain from all unilateral contact with the parties or their counsel.

8. The arbitrator shall refrain from giving the parties, either directly or through their counsel, notice of decisions in the evidence taking place or on the merits; notice of these decisions may be given exclusively by the ICA.
9. The arbitrator shall neither request nor accept any direct arrangement on costs or fees with the party which has designated him. The arbitrator is entitled to reimbursement of expenses and a fee as exclusively determined by the ICA according to its Schedule of Fees, which is deemed to be approved by the arbitrator when accepting his mandate.

10. The arbitrator shall encourage a serene and positive development of the arbitral proceedings. In particular, he shall decide on the date and manner of the hearings in such a way as to allow both parties to fully participate therein, in compliance with the principle of equal treatment and adversarial proceedings.

11. The first hearing of the arbitral tribunal should be convened within 15 days of the receipt of the complete set of documents from the Registrar when the arbitral tribunal may issue necessary directions. Admission and denial of the documents may be got done by the Registrar. Issues if any to be framed, may be done at the same or at the next hearing. The arbitrators should hold arbitration hearings continuously on day-to-day basis during office hours.

12. The parties should be asked to furnish a list of their witnesses, if any, in advance and they should be asked to file affidavits of witness on the date fixed for evidence preferably within a week of the settlement of issues. Cross examination of such of the deponent's witnesses whose presence is demanded by the opposite party should be completed at a hearing to be fixed within 15 days.

13. Arguments preferably should be heard within 15 days of the completion of evidence, to be followed by submission of written arguments, if any.

14. Adjournments of duly fixed hearing should not be granted except for unavoidable reasons which should be spelt out in the adjournment order.

15. The Arbitrator should make the award expeditiously after the close of the hearings, preferably within 15 days.

16. The arbitrator who does not comply with the provisions of these guidelines may be replaced by the Committee. Where it is not appropriate to replace the arbitrator in order not to cause delay in the arbitral proceedings, the ICA may also take such action after the conclusion of the arbitral proceedings, by refusing to appoint him in subsequent arbitral proceedings.

For Parties

17. The Claimant should file the applications or request for arbitration to the Registrar of the Council with all the information and papers as per Rules, full statement of claim and copies of documents relied upon, in 3 sets in case of a Sole Arbitrator and in 5 sets in case of three arbitrators.

18. The Respondent should file his reply to the claim with complete information and documents relied upon, in 3 or 5 sets as above as early as possible within the prescribed time. Fresh documentation/claims should not be entertained at a later stage of the proceedings unless the arbitral tribunal is satisfied about the reasons for granting such permission.

19. If any party to arbitration, particularly in cases where any arbitrator, advocate or any of the parties has
to come from out station to participate in arbitration proceedings, desires to seek adjournment on any valid ground, it must submit a written request to the Registrar at least 5 working days before the date of hearing, stating the grounds which compel it to request for postponement of the hearing so that the Council is in a position to take necessary steps to inform the Parties, Arbitrators and Advocates regarding postponement of the hearing. Parties seeking adjournment will have to pay costs as may be determined by the arbitral tribunal.

20. Parties should deposit arbitration and administrative charges with the Council (ICA) within the stipulated time, as per the Rules and no extension should be sought in this behalf except for compelling reasons.

21. To avoid excessive costs in arbitration proceedings, the parties are advised to choose their arbitrators from the Panel, as far as possible from the place where the arbitration hearings have to be held. In case, a party still chooses an arbitrator from a place other than the place of hearing, the concerned party will bear the entire extra cost to be incurred on stay TA/DA etc. of the arbitrator nominated by it.

For Maritime Arbitration Committee

22. The Maritime Arbitration Committee of the Council may examine the arbitration case file, from time to time to evaluate the progress of the proceedings and to ascertain whether the arbitrators have granted adjournments only on reasonable grounds.

23. The Maritime Arbitration Committee shall be sole judge of the grounds of violation of the guidelines and its decision shall be final and binding on the arbitral tribunal as well as the parties.
To
The Registrar
The Indian Council of Arbitration New Delhi

Sub: Arbitrator’s Declaration for Acceptance of Responsibility and Statement of Independence

Re: Arbitration between……………………..Claimant and ………………...., Respondent
Arbitration Case No……..

I, the undersigned, named …………………………………………………………………….. do hereby declare that I accept to serve as an Arbitrator under the ICA Rules of Maritime Arbitration in the captioned arbitration.

I do not have financial or personal interest in the outcome of the Award which is likely to disqualify me to act as an impartial or independent arbitrator with respect to the above referred arbitration case. I furthermore, declare that I do not have any potential conflict of interest in taking up the instant reference as contemplated in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015.

I further declare that should any circumstance exist which can possibly give rise to any reasonable and justifiable doubts as to my independence and impartiality the same has been disclosed by me at the time of accepting appointment as arbitrator in the instant reference.

I also declare that I shall devote sufficient time necessary to the arbitration under reference and use reasonable efforts to conduct this arbitration expeditiously in accordance with the time limits in the Rules of any extension granted as per procedure laid down under the Rules.

I shall act as an impartial and independent arbitrator.

I confirm that I shall abide by the ICA Rules of Maritime Arbitration, the Code of Conduct for the Arbitrator and the Guidelines for expeditious conduct of the arbitration proceedings as annexed to the relevant Rules of ICA.

DATE: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (Signature) . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

PLACE: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . ADDRESS:. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

TELEPHONE . . . . . . . . . . . . . . . . . . . . . MOBILE NO. . . . . . . . . . . . . . . . . . . . . . . . . . . . .

EMAIL: . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . PAN*/GIR . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Number of ongoing arbitration . . . . . . . . .

Prior experience in arbitration . . . . . . . . .

* Self - Attested Copy of Pan Card must be attached with the Declaration Form
ICA Infrastructure Facilities