

WEVAAD'S ARBITRATION RULES

Article 1: Scope

1. Where at least one of the parties have agreed that disputes between them and others, whether contractual or not, shall be referred to arbitration under the WeVaad Arbitration Rules (“**the Rules**”) then such disputes shall be settled in accordance with these Rules, subject to such modifications as WeVaad may agree on a case to case basis, upon the parties’ request.

2. In these Rules:
 - a. “arbitral tribunal” or “tribunal” includes one or more arbitrators;
 - b. “award” includes, *inter alia*, an interim, partial, costs or final award;
 - c. “claim” or “claims” includes any claim, counterclaim, or claim for set-off by any party against any other party; and
 - d. “party” or “parties” includes claimants, respondents and other persons subject to the jurisdiction of the tribunal.

Article 2: Notice and calculation of periods of time

3. For the purpose of these Rules, any notice, communication or proposal shall be in writing and may be communicated to the parties by e-mail or speed post or WhatsApp or delivered by any other appropriate means that provides a record of its delivery. Any notice, communication or proposal shall be deemed to have been received on the day it is delivered.

4. If, after reasonable efforts, delivery cannot be effected, a notice is deemed to have been received if it is sent to the addressee’s e-mail id or addressee’s last-known place of business, habitual residence or mailing address by speed post or any other means that provides a record of delivery or of attempted delivery.

5. For the purpose of calculating any period of time under these Rules, such period shall begin to run on the day following the day when a notice, communication or proposal is deemed to have been received. If the last day of such period is an official holiday or a non-business day at the residence or place of business of the addressee, the period is extended until the first business day which follows. Official holidays or non-business

days occurring during the running of the period of time are included in calculating the period.

Article 3: Notice invoking arbitration

6. The party or parties initiating recourse to arbitration (hereinafter called the “**Claimant (s)**”) shall approach WeVaad for sending a notice (“**Arbitration Notice**”) to the other party or parties (hereinafter called “the **Respondent (s)**”, together with Claimant (s) referred to as the “**Parties**”). The said Arbitration Notice shall be sent by e-mail, speed post and WhatsApp.
7. The Claimant (s) shall submit the form available on www.wevaad.com for referring the case to arbitration with WeVaad, to be conducted under WeVaad Rules along with payment of requisite fees. Upon filing of a case by the Claimant (s), the Arbitration Notice shall be sent by WeVaad to the Respondent (s) within a period of 2 business days.
8. Arbitral proceedings shall be deemed to commence on the date on which the Arbitration Notice is received by the Respondent (s), unless such a notice has already been sent by the Claimant (s).
9. The constitution of the arbitral tribunal shall not be hindered by any controversy with respect to the sufficiency of the Arbitration Notice, which shall be finally resolved by the arbitral tribunal.
10. The Respondent(s) shall acknowledge the Arbitration Notice within 2 days of the receipt of the Arbitration Notice.

Article 4: Representation

11. Each party may be represented by persons chosen by it. The names and addresses of such persons must be communicated by such representatives to WeVaad in the Arbitration Introduction Call. Additionally, such representatives are required to file an authority letter with WeVaad before the preliminary hearing.

Article 5: Appointment of WeVaad Expert (Arbitrator)

12. Unless otherwise agreed between the Parties, a sole Arbitrator shall conduct the proceedings. WeVaad shall appoint the Sole Arbitrator to resolve the dispute between the Parties. If Parties have mutually agreed upon an Arbitrator, the same may be communicated to WeVaad before the Arbitration Introduction Call.
13. WeVaad shall approach the said Arbitrator who shall be impartial and neutral and does not fall under categories specified under the Fifth Schedule or the Seventh Schedule. The said Arbitrator shall send a signed disclosure, in accordance with the Sixth Schedule to the Arbitration and Conciliation Act, 1996, to WeVaad before the Arbitration Introduction Call.

Article 6: Arbitration Introduction Call

14. If the Arbitration Notice is not answered within 2 days of receipt of the same by the Respondent, then another Notice may be sent to the Respondent (“**Second Notice**”). If the Second Notice is not answered within 2 days of receipt of the same by the Respondent, then another Notice may be sent to the Respondent (“**Third Notice**”).
15. If the Third Notice is not answered within 2 days of receipt of the same by the Respondent (s) or if the Respondent (s) fails to be present in the Arbitration Introduction without prior intimation, WeVaad reserves the right to proceed ex-parte, as per the procedure outlined under these Rules.
16. Within a day of receipt of acknowledgment of the Respondent (s) by WeVaad or after expiry of 2 days of receipt of the Third Notice by the Respondent (s), a ‘Manager’ shall be appointed for the concerned case. Details of the said manager shall be communicated to the Parties. An Arbitration Introduction Call shall be scheduled by WeVaad to explain the procedure of arbitration to the Parties, including details of the Arbitrator/Arbitral Tribunal.
17. Any challenge to the appointment of the Arbitrator/Arbitral Tribunal should be made within 5 days of the Arbitration Introduction Call or within 5 days of the parties learning about the unsuitability of the Arbitrator/Arbitral Tribunal. Such a challenge should enlist detailed grounds on the unsuitability of the Arbitrator in relation to the concerned dispute.

18. In the absence of any such challenge, the Parties agree that they shall not challenge the appointment at a later stage in the arbitration proceedings.
19. In case of any replacement of Arbitrator required during the arbitral proceedings proposed by all parties to the dispute, a written application may be written to WeVaad for replacing the Arbitrator. At its discretion, WeVaad may replace the Arbitrator. During pendency of the application for replacement, the arbitral proceedings may not be continued. The proceedings shall be continued upon appointment of a new Arbitrator/cancellation of the request for replacement by WeVaad.
20. The Arbitrator may, at his discretion, decide whether any part of the proceedings conducted so far, needs to be repeated.

Article 7: Fees for arbitration

21. Within one day of the Arbitration Introduction Call, the Parties shall pay its share of fees as per the fee schedule as in force at the date of commencement of the arbitration and any amendment thereto or substitution thereof during the course of the arbitration.
22. If there are two Parties, one Claimant and one Respondent, both Parties shall equally share the fees of arbitration.
23. If there are more Claimants or more Respondents, division of the fees of arbitration shall be decided by WeVaad.

Article 8: Hearings

24. A preliminary hearing (“**Preliminary Hearing**”) shall be scheduled within 2 days of payment of fees by the Parties. At the said preliminary hearing, the Parties may file an application with WeVaad for modifying the Rules. At its discretion, WeVaad may modify its Rules for the Parties on a case to case basis.
25. In any event, no more than 3 (Three) hearings, exclusive of a hearing for interim reliefs, shall be conducted in any arbitration proceeding with a claim amount of less than Rs. 10 lakhs, unless the Arbitrator directs otherwise. Similarly, no more than 5 (Five) hearings, exclusive of a hearing for interim reliefs, shall be conducted in any arbitration proceeding with a claim amount of more than Rs. 10 lakhs, unless the Arbitrator directs otherwise.

A hearing includes an effective and a non-effective hearing. Any additional hearings shall be conducted upon a prior approval of WeVaad and upon payment of additional fees.

Article 9: Procedure to be followed

26. For Claims/Counter Claims in which parties have not claimed damages (i.e. liquidated or unliquidated damages), the following procedure is required to be followed:

For Claims upto Rs. 1 lakh

27. The Claimant (s) shall file his statement of claim, along with all supporting documents etc., within 5 days of the preliminary hearing. (“**Statement of Claim**”) The Respondent (s) shall file their statement of defence and claims, if any, along with all supporting documents etc., within 5 days of the filing of the Statement of Claim. (“**Statement of Defence**”) The Claimant (s) shall file their reply to the claims by the Respondent (“**Counter Claims**”) within 4 days of its filing. In any event, no more than 2 requests for an adjournment/extension by a party shall be entertained by the Arbitrator.

28. The Parties shall file their respective written submissions within 5 days of filing of the Statement of Defence/Reply to the Counter Claims, as may be applicable. Such submissions shall explain material facts, evidence and law applicable to the dispute. At the insistence of the Parties/Arbitrator, the Parties may make oral arguments in a hearing to be scheduled within 2 days of filing of the written submissions. The Arbitrator may prescribe the time limit for such oral submissions.

29. The award shall be passed by the Arbitrator based on the pleadings filed by the Parties within 7 days of the conclusion of the hearing and in any event within 45 days of the reference of the dispute to WeVaad, unless extended by the Arbitrator.

30. The aforementioned has been summarised in the table below for ease of reference:

Sr. No.	Particulars	Timeline (T is the date of preliminary hearing)
1.	Statement of Claim	T+5
2.	Statement of Defence/Counter Claims	Statement of Claim +5
3.	Reply to the Counter Claims	Statement of Defence + 4

4.	Written Submissions	Statement of Defence + 5/Reply to Counter Claims + 5
5.	Oral Hearing (if allowed by the Arbitrator)	Written Submissions + 2

For Claims more than Rs. 1 lakh and less than Rs. 10 lakhs

31. The Claimant (s) shall file his Statement of Claim, along with all supporting documents etc., within 7 days of the preliminary hearing. The Respondent (s) shall file their Statement of Defence and counter claims, if any, along with all supporting documents etc., within 7 days of the filing of the Statement of Claim. The Claimant (s) shall file their reply to the Counter Claims within 5 days of its filing. In any event, no more than 2 requests for an adjournment/extension by a party shall be entertained by the Arbitrator.
32. The Parties shall file their respective written submissions within 5 days of filing of Reply to the Counter Claims. At the insistence of the Parties/Arbitrator, the Parties may make oral arguments in a hearing to be scheduled within 2 days of filing of the written submissions. Such submissions shall explain material facts, evidence and law applicable to the dispute. The Arbitrator may prescribe time limit for such oral submissions.
33. The Award to be passed by the Arbitrator within 7 days of the conclusion of the hearing and in any event within 60 days of the reference of the dispute to WeVaad, unless extended by the Arbitrator.
34. The aforementioned has been summarised in the table below for ease of reference:

Sr. No.	Particulars	Timeline (T is the date of preliminary hearing)
1.	Statement of Claim	T+7
2.	Statement of Defence/Counter Claims	Statement of Claim +7
3.	Reply to the Counter Claims	Statement of Defence + 5
4.	Written Submissions	Statement of Defence + 5/Reply to Counter Claims + 5
5.	Oral Hearing (if allowed by the Arbitrator)	Written Submissions + 2

For Claims more than Rs. 10 lakhs and less than Rs. 50 lakhs

35. The Claimant (s) shall file his Statement of Claim, along with all supporting documents etc., within 10 days of the preliminary hearing. The Respondent (s) shall file their Statement of Defence and counter claims, if any, along with all supporting documents etc., within 10 days of the filing of the Statement of Claim. The Claimant (s) shall file their reply to the Counter Claims within 7 days of its filing. In any event, no more than 2 requests for an adjournment/extension by a party shall be entertained by the Arbitrator.
36. The Parties shall file their respective written submissions within 5 days of filing of Reply to the Counter Claims. Such submissions shall explain material facts, evidence and law applicable to the dispute. The Arbitrator may prescribe time limit for such oral submissions. The Parties shall make oral arguments in a hearing to be scheduled within 3 days of filing of the written submissions.
37. The Award to be passed by the arbitrator within 10 days of the conclusion of the hearing and in any event within 60 days of reference of dispute to WeVaad.
38. The aforementioned has been summarised in the table below for ease of reference:

Sr. No.	Particulars	Timeline (T is the date of preliminary hearing)
1.	Statement of Claim	T+10
2.	Statement of Defence/Counter Claims	Statement of Claim +10
3.	Reply to the Counter Claims	Statement of Defence + 7
4.	Written Submissions	Statement of Defence + 5/Reply to Counter Claims + 5
5.	Oral Hearing (if allowed by the Arbitrator)	Written Submissions + 3

39. For Claims/Counter Claims in matters with total claim amount of less than Rs. 50 lakhs in which parties have claimed damages, or there is an allegation of fraud or misrepresentation or coercion or such similar pleading wherein cross examination shall

be necessary, the following additional procedure shall be followed in relation to the damages claimed by the Parties:

40. Within 5 days of filing of the Statement of Defence/Reply to the Counter Claims (as applicable), the Claimant/Respondent shall file its/their affidavit in lieu of examination in chief for proving damages claimed in the Statement of Claim/Counter Claims. A hearing shall be scheduled for conducting cross-examination of the Parties within 2 days of the filing of the same, as far as possible on a day to day basis.
41. The Parties shall file their respective written submissions within 5 days of completion of cross-examination of the Parties. The Parties shall make oral arguments in a hearing to be scheduled within 2 days of filing of the written submissions. Such submissions shall explain material facts, evidence and law applicable to the dispute. The Arbitrator may prescribe time limit for such oral submissions.

For Claims more than Rs. 50 lakhs

42. The Claimant (s) shall file his Statement of Claim, along with all supporting documents etc., within 15 days of the preliminary hearing. The Respondent (s) shall file their Statement of Defence and counter claims, if any, along with all supporting documents etc., within 15 days of the filing of the Statement of Claim. The Claimant (s) shall file their reply to the Counter Claims within 10 days of its filing. In any event, no more than 2 requests for an adjournment/extension by a party shall be entertained by the Arbitrator.
43. Within 7 days of filing of the Statement of Defence/Reply to the Counter Claims (as applicable), the Claimant/Respondent shall file its/their affidavit in lieu of examination in chief. A hearing shall be scheduled for conducting cross-examination of the Parties within 2 days of the filing of the same as far as possible on a day to day basis.
44. The Parties shall file their respective written submissions within 10 days of completion of cross-examination of the parties. The Parties shall make oral arguments in a hearing to be scheduled within 3 days of filing of the written submissions. Such submissions shall explain material facts, evidence and law applicable to the dispute. The Arbitrator may prescribe time limit for such oral submissions.

45. The Award to be passed by the arbitrator within 10 days of the conclusion of the hearing and in any event within 90 days of reference of dispute to WeVaad.
46. The aforementioned has been summarised in the table below for ease of reference:

Sr. No.	Particulars	Timeline (T is the date of preliminary hearing)
1.	Statement of Claim	T+15
2.	Statement of Defence/Counter Claims	Statement of Claim +15
3.	Reply to the Counter Claims	Statement of Defence + 10
4.	Affidavit in lieu of examination in chief (“ Affidavit of Evidence ”)	Statement of Defence + 7/Reply to Counter Claims + 7
5.	Hearing for cross-examination	Affidavit of Evidence + 2
6.	Written Submissions	Completion of cross-examination + 10
7.	Oral Hearing (if allowed by the Arbitrator)	Written Submissions + 3

Article 10: Seat of arbitration

47. If the parties have not previously agreed on the seat of arbitration in the dispute resolution clause, the seat of arbitration shall be determined by the arbitral tribunal upon a consideration of (i) cause of action; or (ii) place of residence of the Respondent (s). The award shall be deemed to have been made at the seat of the arbitration. In case no such determination has been made by the arbitral tribunal, then the seat of the arbitration shall be Mumbai and the courts in Mumbai shall have exclusive jurisdiction over any proceedings, including appeals arising out of the Award passed by the Arbitrator, under these Rules.
48. The proceedings shall only be conducted online. The arbitral tribunal may meet on any virtual platform to conduct the hearings. At the request of the parties, WeVaad may consider conducting physical hearings upon payment of additional fees.

Article 11: General Provisions

49. All communications to the arbitral tribunal by one party shall be communicated by that party to all other parties. Such communications shall be made at the same time, except as otherwise permitted by the arbitral tribunal if it may do so under applicable law.

50. The arbitral tribunal may, at the request of any party, allow one or more third persons to be joined in the arbitration as a party provided such person is a party to the arbitration agreement, unless the arbitral tribunal finds, after giving all parties, including the person or persons to be joined, the opportunity to be heard, that joinder should not be permitted because of prejudice to any of those parties. The arbitral tribunal may make a single award or several awards in respect of all parties so involved in the arbitration.

Article 12: Language

51. Subject to an agreement by the parties, the arbitral tribunal shall determine the language or languages to be used in the proceedings at the Preliminary Hearing. This determination shall apply to the statement of claim, the statement of defence, and any further written statements, to the language or languages to be used in such hearings. If no such determination has been made, the arbitral proceedings shall be conducted in English.
52. The arbitral tribunal may order that any documents annexed to the statement of claim or statement of defence, and any supplementary documents or exhibits submitted in the course of the proceedings, delivered in their original language, shall be accompanied by a translation into the language or languages agreed upon by the parties or determined by the arbitral tribunal. The costs for the same are to be borne by both parties equally or as may be determined by WeVaad on a case to case basis.

Article 13: Emergency Reliefs and Interim Reliefs

53. Any party in need of urgent interim measures prior to the constitution of the arbitral tribunal may file an application for seeking urgent interim measures, along with filing of the case with WeVaad.
54. Upon receipt of such an application, WeVaad shall appoint an Arbitrator within 2 business days and send a notice to opposite parties. (“**First Emergency Arbitration Notice**”) If the First Emergency Arbitration Notice is not answered within 2 days of receipt of the same by the Respondent, then another Notice may be sent to the Respondent (“**Second Emergency Arbitration Notice**”). If the Second Emergency Arbitration Notice is not answered within 3 days of receipt of the same by the Respondent, then another notice may be sent to the Respondent (“**Third Emergency Arbitration Notice**”). If the Third Emergency Arbitration Notice is not answered within 3 days of the delivery

of the same, a hearing for urgent interim reliefs to be scheduled within 2 days of the expiry of the said period.

55. The arbitral tribunal may, upon hearing the arguments of the parties, pass an award within 5 business days from the last date of the hearing.
56. The said award shall be valid only until the constitution of the arbitral tribunal. The arbitral tribunal so constituted may extend or modify the reliefs so granted after its constitution.
57. An interim measure, as provided under Section 17 of the Arbitration and Conciliation Act, 1996 may be sought by any of the parties to the arbitration. In case, any application under Section 17 of the Arbitration and Conciliation Act, 1996 is filed by any party before the Arbitrator, the same shall be served on the Respondent the very same day. The Respondent shall file his reply to the application within 3 days of receipt of the same. Thereafter, a hearing shall be scheduled within 3 days of the filing of the reply and an order shall be passed within 3 days of the hearing.

Article 14: Experts appointed by the arbitral tribunal

58. After consultation with the Parties, the arbitral tribunal may appoint one or more independent experts to report to it, in writing, on specific issues to be determined by the arbitral tribunal. A copy of the expert's terms of reference, established by the arbitral tribunal, shall be communicated to the Parties. The costs of the same shall be borne by all of the parties equally or as may be determined by WeVaad on a case to case basis.
59. The expert shall, in principle before accepting appointment, submit to the arbitral tribunal and to the parties a description of his or her qualifications and a statement of his or her impartiality and independence. Within the time ordered by the arbitral tribunal, the parties shall inform the arbitral tribunal whether they have any objections as to the expert's qualifications, impartiality or independence. The arbitral tribunal shall decide promptly whether to accept any such objections. After an expert's appointment, a party may object to the expert's qualifications, impartiality or independence only if the objection is for reasons of which the party becomes aware after the appointment has been made. The arbitral tribunal shall decide promptly what, if any, action to take.

60. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or goods that he or she may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the arbitral tribunal for decision.
61. Upon receipt of the expert's report, the arbitral tribunal shall communicate a copy of the report to the Parties, which shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his or her report.
62. At the request of any Party, the expert, after delivery of the report, may be heard at a hearing where the Parties shall have the opportunity to be present and to cross-examine the expert. At this hearing, any Party may present expert witnesses in order to testify on the points in issue.

Article 15: Confidential Proceedings

63. The Parties shall at all times maintain confidentiality of data or information shared during or in relation to the arbitration proceeding, including but not limited to existence of such an arbitration proceedings, pleadings, documents, admissions, denials and award etc. and shall not disclose it to any person or entity whether connected or not to the arbitral proceeding, except as may be required in accordance with law. In case of any such disclosure required in accordance with law, the Parties shall ensure that only information or data as is required in accordance with law is disclosed and not more.

Article 16: Award

64. Upon conclusion of the final hearing, the arbitral tribunal shall pass an award in writing which shall be final and binding on the Parties. The said award shall be a reasoned award. The said award shall be passed by the Arbitrator in accordance with the terms of the contract, including the applicable law etc.
65. The said award shall be provided by the Arbitrator to all the Parties to the arbitration.

66. In case the parties are able to settle the dispute before an award is passed by the arbitral tribunal, an award in terms of the settlement agreed between the Parties, may be passed by the Arbitrator.

Article 17: Ex-Parte Proceeding

67. Where, without sufficient ground, any Party:
- a. fails to file its statement of claim or statement of defence respectively; or
 - b. fails to appear at an Arbitration Introduction Call/oral hearing or to produce any evidence or fails to comply with any direction issued by the Arbitrator;

the proceedings shall be conducted ex-parte. Sufficient ground, for the purpose of this clause, shall mean, non-adherence to the timeliness set for the arbitral proceeding as provided under these Rules.

Article 18: Deposit

68. In the course of the arbitration, upon direction of the Arbitrator, a Party shall make deposits with WeVaad.
69. Upon termination of the arbitral proceeding, WeVaad shall apply the deposits in accordance with the award passed by the Arbitrator.

Article 19: Exclusion of Liability

70. Parties, together and individually, release, discharge and indemnify Arbitrators, members of the WeVaad, its agents and employees, from liability which may be alleged to arise in connection with, or to result from, or to in any way relate to the exercise of any of their functions, duties or powers, whether under the procedural law of the arbitration, under these rules, or otherwise.

NOTE:

WeVaad keeps these Rules under constant review. Any comments and suggestions for updates and improvements can be sent by email to contact@wevaad.com.