

RULES OF THE CENTRE FOR ALTERNATE DISPUTE RESOLUTION EXCELLENCE

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INTRODUCTION

The Centre for Alternate Dispute Resolution Excellence (hereinafter, “the Centre" or “CADRE”) is an alternate dispute resolution service provider. The Centre specializes in providing services relating to conciliation, mediation and arbitration of disputes using simplified procedures, a technology platform and Conciliators, Mediators and arbitrators certified and trained in using the simplified procedures as well as the technology platform (hereinafter, “the CADRE certified Dispute Resolution Professionals”). The CADRE platform is currently hosted on www.cadreodr.com and may be hosted on other domains or sub-domains as appropriate.

Any communication to the CADRE under these Rules can be sent by email to reachus@cadreodr.com. CADRE operates as a private limited company named Erdac Solutions Pvt. Ltd. with CIN number U93090KA2019PTC121245.

These rules (hereinafter the CADRE Rules) are specifically created to assist CADRE certified Dispute Resolution Professionals in resolving disputes referred to the CADRE. These CADRE Rules are within the framework of the Arbitration and Conciliation Act, 1996 or any other law on alternate dispute resolution as amended from time to time and are applicable to dispute resolution by use of a technology platform that relies on emails, push notifications, SMS, voice transmission and other digital and physical means to ensure fairness, flexibility, traceability and transparency in dispute resolution. Capitalized terms not defined in these Rules shall have the same meaning as prescribed in the Arbitration and Conciliation Act, 1996 or any other applicable laws.

A. DISPUTE RESOLUTION PROCEEDINGS UNDER THE CADRE RULES

CADRE certified Dispute Resolution Professionals are competent to act on disputes referred to the CADRE provided such categories of disputes are allowed under the Arbitration and Conciliation Act, 1996 or any other law as amended from time to time. At its discretion, the Centre may decline to entertain certain disputes where they are barred by law and/or CADRE fees not being agreed in advance and/or Parties have not agreed to CADRE Rules.

A CADRE Dispute Professional means any person who has been assessed, certified and empanelled by the CADRE to act as an arbitrator or mediator or conciliator and who has kept such certification and empanelment current and active.

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B. INTERPRETATION AND IMPLEMENTATION OF THE CADRE RULES

1. The CADRE Rules are not prescriptive. CADRE certified Dispute Resolution Professionals are entitled to make such changes as are expedient in the interests of fairness, transparency and resolution of disputes in a timely manner, provided that no such amendments or changes are illegal, unfair or barred by law.

2. The CADRE Rules are subject to change by the Centre from time to time, provided however such changes shall only be prospective in nature unless otherwise agreed to by the parties. Such alterations and amendments shall be versioned and stored by the Centre and will be available to the parties or CADRE certified Dispute Resolution Professionals upon request.

3. The CADRE Case Officer may issue clarifications on the existing rules from time to time and such clarifications shall have binding effect on all ongoing and future matters. A record of such clarifications shall be maintained by the Centre and will be available to the parties or CADRE certified Dispute Resolution Professionals upon request.

4. The term 'Working Day' shall mean a business day as commonly understood unless the arbitration agreement or the provisions under which a reference is made define otherwise.

5. The language of the proceedings shall normally be in English or as prescribed in the arbitration agreement between the parties.

6. All fees shall be collected and disbursed by the CADRE and no payments shall be made directly to a CADRE certified Dispute Resolution Professional. CADRE levies GST in accordance with applicable laws and a receipt will be issued.

7. The Centre shall confirm the identity of the litigating parties before processing a reference by such means as considered expedient and/or allowed under the then applicable law.

8. In the case of arbitration matters, the Centre does not entertain emergency arbitrations. However, arbitrators are entitled to pass interim orders in accordance with applicable law.

C. PRE-HEARING RULES

1. Disputes may be referred to the CADRE in accordance with and subject to the process, fees and conditions specified in the arbitration agreement between the parties. In addition, a party may refer a dispute to CADRE by logging onto the CADRE online platform, submitting the case details in the prescribed format and uploading documents as required, or by writing to CADRE at resolve@cadreodr.com

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along with any other documents relevant for such reference. Processing of references shall be subject to payment of prescribed fees.

2. A dispute may be referred for mediation, conciliation or arbitration as requested by the parties. In the absence of any specific instructions, all references in the first instance will be referred for conciliation. In the event a conciliation fails, disputes will be processed by arbitration in accordance with the CADRE Rules.

3. Upon receipt of the required information, fees and review of the documents submitted, a CADRE Case Officer, if satisfied, shall approve the registration and assign a unique CADRE Case number within 2 days of receipt of a reference. The CADRE Case Officer shall also be entitled to return the case to a party for additional information, documentation or other verifications as the Case Officer may deem fit. At any stage of the proceedings, the CADRE Case Officer may also reject the registration of a case and not proceed further at the entire discretion of the CADRE. Unless otherwise agreed to by the CADRE payment of prescribed fees shall be essential for the initiation of proceedings.

4. If the CADRE Case Officer does not proceed with a dispute in the exercise of its discretion, the entire fee shall be refunded.

D. APPOINTMENT AND CHALLENGE TO APPOINTMENT OF DISPUTE RESOLUTION PROFESSIONALS

1. The CADRE Case Officer will allot an arbitrator or Conciliator or Mediator (as the case may be) from a panel of CADRE certified Dispute Resolution Professionals as per the process agreed in the arbitration agreement or in the absence thereof, as per CADRE's current process, within a period of 5 working days of receiving a reference. While making such an appointment, the CADRE Case Officer shall comply with the requirements of the Arbitration and Conciliation Act, 1996 and its amendments including requiring the CADRE certified Dispute Resolution Professionals, as the case may be, to submit the required declarations of any conflicts of interest.

2. The Case Officer shall ensure that the allocation of cases is done in a manner so as not to create undue concentration with only specific certified Dispute Resolution Professionals and that there is equitable allocation avoiding any perceived or actual conflicts of interest.

3. A declaration in accordance with Section 12 read with Fifth Schedule, Sixth Schedule and Seventh Schedule of the Arbitration Act,1996 shall be made by the Dispute Professional appointed by CADRE in relation to his independence, impartiality and competence within 5 working days from such appointment.

4. The CADRE certified Dispute Resolution Professional shall be deemed to have entered reference on the day on which the CADRE certified Dispute Resolution Professional, has received notice in writing of their appointment by a CADRE Case

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Officer and excludes any time taken for disposal of the challenge to their appointment.

5. The Centre shall ensure that the CADRE certified Dispute Resolution Professional takes up a case within 2 working days from the date of the appointment. In calculating this time period of 2 working days, any time used in resolving challenges to the appointment shall be excluded.

6. A party may challenge the appointment of CADRE certified Dispute Resolution Professional only for reasons that they become aware of after the appointment has been made or as provided by applicable law.

7. For a challenge to be admissible, the party making the challenge must send an intimation via the CADRE online platform and email to the CADRE Case officer within 15 days of becoming aware of the appointment of the Conciliator or arbitrator or becoming aware of any circumstances under section 12 of the Arbitration and Conciliation Act, 1996.

8. The CADRE Case officer shall submit such objections to the CADRE certified Dispute Resolution Professional for a decision on the appointment and the decision shall be communicated to the objector within 5 days of the challenge having been received.

9. If the objection is upheld, the CADRE Case officer shall appoint a new CADRE certified Dispute Resolution Professional at the earliest possible time.

10. A CADRE certified Dispute Resolution Professional may be replaced upon death, or resignation or for any reason whatsoever, including but not limited to violation of the CADRE Code of Conduct, and information of such removal will be communicated to the parties. The Dispute Resolution Professional shall be appointed by the Case Officer following the process as provided in Rule D(1). In the event, a conciliator or mediator or arbitrator fails or is unable to act and a complaint to that effect has been received from any of the parties, the procedure in respect of the challenge and replacement of an Arbitrator as provided earlier will apply mutatis mutandis. The decision of CADRE in this regard shall be final and binding.

E. PLEADINGS, DOCUMENTS, ADDRESSES AND NOTICES

1. All mediation or conciliation or arbitration proceedings shall be conducted by online means using the CADRE online platform. Unless determined by a CADRE certified Dispute Resolution Professional by written order, the physical presence of the parties is not required for proceedings.

2. As a general rule, references for conciliation or mediation or arbitration shall be conducted on the basis of an online review of documents or electronic messages or online meetings by the CADRE certified Dispute Resolution Professional. The CADRE certified Dispute Resolution Professional may also require parties to

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participate using digital or video means. Any such participation shall be stored and/or minuted and/or transcribed in accordance with legal requirements and uploaded on the CADRE online platform for referencing by parties or the CADRE certified Dispute Resolution Professionals. However, such storage or minutes shall not be available to third parties not connected with the reference.

3. Conciliation or Mediation or Arbitration proceedings will be conducted based on documents or pleadings or data uploaded or populated on the CADRE online platform.

4. Parties may participate on their own or through a person authorized by such party irrespective of whether such person is legally trained. Such authorization shall be submitted to the CADRE Case Officer and shall be acceptable to the CADRE Case Officer.

5. Parties are free to use their own forms and formats (including written, audio, video, typed, paper or any other digital means) during the proceedings provided that all relevant information is available in a legible and understandable form for the CADRE certified Dispute Resolution Professional or the other party. CADRE at its discretion may provide sample templates for the assistance of parties.

6. While submitting pleadings, documents, or data, parties and/or witnesses (es) must also submit signed attestations, self-certifications and undertakings as set out in **Annexure A** to these Rules. Such attestations, self-certifications and undertakings must confirm the authenticity and truthfulness of the statements or claims made by the parties and/or witness(es).

7. The Centre relies on email and other digital means as its primary mode of communication and postal mail as a secondary means. At its discretion, the Centre may use WhatsApp, SMS, IVR, push notifications, audio files, sound notes or any other emergent digital forms of communication for the efficient conduct of proceedings.

8. The Claimant shall be fully responsible for ensuring the truthfulness of the email address(es); phone number(s) and physical address(es) of the Respondent(s). The Claimant must submit adequate proof that the email address(es); phone number(s) and physical addresses(es) submitted to the Centre were used by the Claimant(s) and Respondent(s) to correspond with each other. The Centre may use reasonably practical means to confirm the identity of the Claimant and Respondent(s) and their addresses, however, the primary responsibility rests with the Claimant.

F. HEARINGS IN CONCILIATION/MEDIATION REFERENCES

1. The Centre's online technology platform enables transparent uploading, reviewing, responding, and sharing of all documents, data, and information between the parties and the Conciliator/Mediator.

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2. The CADRE online platform provides real-time intimation to the parties of the progress of a claim via email and/or SMS and/or WhatsApp or other digital means as may become available from time to time. Such information may include but is not limited to, initiation of claim statements, points of agendas/issues, submission of proposals, negotiations, messages from parties to each other and the CADRE certified Dispute Resolution Professional, approaching timelines, etc. From time to time CADRE Case Officers may also directly interact with the parties and inform them of the proceedings. All such intimations and messages are updated on the platform for record purposes.

3. A dispute shall principally be resolved with joint efforts of the parties with the help of the Conciliator/Mediator who will help make possible terms of settlements, proposals and ultimate settlement agreement. The Conciliator/Mediator and the parties may take the help of documents or other data uploaded or populated into the CADRE online platform.

4. Conciliators/Mediators shall act in accordance with the standards or requirements of applicable law and the highest standards of ethics and professionalism and the CADRE prescribed Code of Conduct.

5. The CADRE certified Dispute Resolution Professional may require parties to participate using digital or video means. Any such participation shall be stored and/or minuted and/or transcribed in accordance with legal requirements and uploaded on the CADRE online platform for referencing by parties or the CADRE certified Dispute Resolution Professionals. However, such storage or minutes shall not be available to third parties not connected with the reference.

6. Within five (5) days of the appointment of the Conciliator/Mediator, both parties shall post their opening statements indicating the nature of the dispute and points of agendas and settlement on the CADRE online platform. The Conciliator/Mediator may request additional information or documents as required.

7. A Conciliator/Mediator shall assist the parties in an impartial and independent manner to arrive at a mutually accepted resolution. It shall be the endeavour of the Conciliator/Mediator to help the parties to identify and define the issues in dispute and arrive at a negotiated resolution. In doing so, a Conciliator/Mediator shall take reference from the principles of natural justice, not take extremely formalistic positions, the rights and responsibilities of parties as generally understood, and any prevalent customs or business practices.

8. A Conciliator/Mediator may hold meetings with the parties or request additional information, either jointly or separately.

9. At any stage, the Conciliator/Mediator may make a proposal for potential terms of settlement for the resolution of the dispute which shall be in writing. Such proposals must be communicated to the parties for negotiation via the CADRE online platform and in addition may be communicated to the parties in joint or separate meetings.

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10. The Conciliator/Mediator will make endeavours to get parties to settle on some or all of the terms of the proposed settlement agreement. However, parties may negotiate on all or any terms thereon.

11. If a settlement has been arrived at between the parties, a conciliation agreement shall be drawn up and posted on the CADRE online platform. The conciliation agreement signed by all the parties and authenticated by the Conciliator shall have the same effect and status as an award under the Arbitration and Conciliation Act, 1996.

12. The Conciliator/Mediator shall close the proceedings as having failed/without any result if (i) either or both of the parties request for closure of the proceedings, or (ii) if parties are unable to agree on terms of settlement within a period of 30 days from the date of reference to CADRE and if no request for extension of time is made. The proceedings shall be closed as being without prejudice to the rights of the parties. Such closure shall be informed to the parties via the CADRE online platform and via the Case Manager, who will further inform the parties in this regard.

13. On such closure, subject to (i) any instructions of parties, and (ii) payment of applicable fees, the dispute will be automatically referred to arbitration as per the CADRE Rules.

14. Parties in any arbitration or judicial proceeding (whether or not related to a dispute involving that conciliation/mediation proceeding) shall not present as evidence nor rely on the facts of the conciliation/mediation proceedings including:

    (a) suggestions, views, or proposals given by any party for a possible resolution of the dispute;

    (b) any admission/acceptance made by a party in the course of conciliation/mediation proceedings, unless a conciliation/mediation settlement agreement has been signed and such admission/acceptance is a part of the signed conciliation settlement agreement.

G. HEARINGS IN ARBITRATION REFERENCES

1. The Centre's online technology platform enables transparent uploading, reviewing, responding and sharing of all documents, data and information between the parties and the CADRE certified Dispute Resolution Professional.

2. The platform provides real time intimation to the parties of the progress of a claim via email and/or SMS and/or WhatsApp or IVR or other emergent digital means as may become available from time to time. Such information may include but is not limited to, initiation of claim proceedings, submission of pleadings, messages from parties to each other and the CADRE certified Dispute Resolution Professional, notifications from CADRE certified Dispute Resolution Professional, approaching timelines etc. From time to time CADRE Case Officers may also directly interact with the parties and inform them of the proceedings. All such intimations and messages are updated on the platform for record purposes

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3. Arbitrators shall act in accordance with the standards or requirements of applicable law and the highest standards of ethics and professionalism and the CADRE prescribed Code of Conduct.

4. As a general rule, a dispute shall principally be decided on the basis of authentic and true digital documents or other digital data uploaded or populated onto the CADRE online platform. While uploading such data the submitting party shall be required to affirm and swear that the data is true, correct, and has not been tampered with or distorted or fabricated in any manner. In the event any untrue or incorrect or tampered or distorted or fabricated information is submitted, the documents or digital data will be rejected, adverse inferences may be drawn and action under applicable law may be directed by the arbitrator.

5. The CADRE certified Dispute Resolution Professional may require parties to participate using digital or video means. Any such participation shall be stored and/or minuted and/or transcribed in accordance with legal requirements and uploaded on the CADRE online platform for referencing by parties or the CADRE certified Dispute Resolution Professionals. However, such storage or minutes shall not be available to third parties not connected with the reference.

6. Physical presence or interaction of the parties shall not be required for processing an arbitration case. The physical presence or interaction between the parties shall be allowed only if the parties request CADRE certified Dispute Resolution Professional, and such CADRE certified Dispute Resolution Professional under exceptional circumstances, considers it absolutely necessary in the interest of fairness and equity. Such hearings may be held over a phone call or video conference or in person, as decided by the CADRE certified Dispute Resolution Professional. The costs of such physical proceedings shall be borne equally by the parties.

7. In cases where only one party participates in the proceedings and the other party remains not present, proceedings shall continue despite the absence and an award shall be passed after the arbitrator is satisfied that reasonable steps to procure the presence of the absent party have been taken. Such reasons shall be recorded in the orders of the arbitrator. In their order, the arbitrator must record the dates and times on which contact was attempted or made with a party via the communications means adopted by the Centre.

8. The Centre shall ensure that the arbitrator takes up a case within 2 working days from the date of the appointment of the arbitrator. In calculating this time period of 2 working days, any time used in resolving challenges to the appointment of arbitrators shall be excluded.

9. As a first order, the arbitrator shall decide and determine the procedure and timelines for submitting pleadings, decisions etc. In no event shall the arbitration proceedings exceed more than 45 days from the day of reference to the CADRE. The Arbitrator and Case Officer shall inform the parties of this strict time limit at the earliest opportunity. An extension of timelines may be granted by the arbitrator only on

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reasonable cause being shown to the arbitrator and may be subject to payment of additional costs for extension as the arbitrator may deem fit. It is clarified that the time taken for objections or any other procedural matters will be excluded for the purposes of the calculation of 45 days.

10. If a Respondent prefers to file a counterclaim, the same shall be tagged along with the claim filed by the claimant. Respondents shall upload any supporting documents as well.

11. The counterclaim shall be considered a separate claim and shall be numbered separately. The Respondent(s) shall pay the requisite fee to the Centre in accordance with the fee structure for a Claim.

12. The claim and counterclaim shall be assigned to the same arbitrator by the Case Officer. The counterclaim shall be decided by the arbitrator concurrently with the main claim.

13. The arbitrator may conduct the arbitration in such manner as it considers appropriate, provided that the parties are given equal opportunity to present their case at all stages; no evidence or pleadings are received from one party without the knowledge of the other parties; witnesses, if any, are examined in the presence of the other party; oral submissions, if any, are made in the presence of each other; and the time frames as set out in these rules and as determined by the arbitrator are followed.

14. If required and at the sole discretion of the Arbitrator, witnesses may be examined. For such examination, the arbitrator shall ask witnesses of both parties to upload their statements onto the CADRE online platform. Such statements shall be accompanied by a self-certificate or attestation or undertaking in the form prescribed in **Annexure A**.

15. The other party, i.e. the party not producing the witness, shall be entitled to ask counter questions to a witness by way of counter interrogatories. The witness shall file its reply to the counter interrogatories by way of an additional statement. Each such statement shall be accompanied by a self certificate in a form prescribed by the arbitrator confirming the authenticity and truthfulness of the statements made by the witness

16. The process of evidence shall be a strict time bound practice and if a party or witness does not submit statements or counter statements or self-certificates, as the case may be, within the time prescribed, such statements or counter statements or self-certificates and evidence of the witness shall be considered closed.

17. The costs of a witness shall be borne by the party offering the witness.

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H. RULES RELATING TO ASSISTANCE IN TAKING EVIDENCE

1. An arbitrator or arbitral tribunal is not bound by the Code of Civil Procedure, 1908 or the rules of evidence as per the Indian Evidence Act, 1872

2. An arbitrator may appoint an expert or local commissioner to take evidence or inspect any matter. In such cases, the expenses for the same will be paid by the party/parties in a manner indicated by the arbitrator.

3. The expert or local commissioner shall deliver a written or oral or visual report and the same shall be uploaded in appropriate digital format on the CADRE platform. The report shall also be made accessible to the parties and the arbitrator or tribunal shall invite parties to comment on the report, if need be.

4. The arbitrator or a party with the approval of the arbitrator may also apply to the Court for assistance in taking evidence. The Centre shall facilitate such application. In such cases, the costs shall be borne entirely by the party who is offering the evidence or requesting the evidence.

I. POWERS OF THE ARBITRATOR

1. An arbitrator shall have the following general powers:
    a. Administer oath or affirmation to the parties or witnesses appearing and giving evidence;

    b. Make any interim order, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or its amendments or replacements;

    c. Correct in an award any clerical mistake or error, arising from or incidental to any slip or omission;

    d. Administer to the parties to the arbitration or other persons, such interrogatories as it may consider necessary;

    e. Decide all objections to its jurisdiction;

    f. Decide disputes presented in accordance with governing law;

    g. Decide the procedure for arbitration and any steps to be taken in arbitration proceedings;

    h. The power of the arbitrator includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

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2. In matters of procedure the arbitrator, though not bound, may take guidance from the powers as vested in a Civil Court under the Code of Civil Procedure 1908 (5 of 1908) while trying a suit in respect of the following matters:
    a. the summoning and enforcing the attendance of any Respondent or witness and examining the witness on oath;

    b. the discovery and production of any document or other material object producible as evidence;

    c. the requisitioning of the report of the concerned analysis or test from the appropriate laboratory or from any other relevant source;

    d. issuing of any commission for the examination of any witness; and

    e. any other matter which may be necessary or expedient and allowed under law for the time being in force.

3. The arbitrator may award 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 as also for the period during the award or any part of it remains unsatisfied in accordance with section 31 (7) of The Arbitration & Conciliation Act 1996.

4. The arbitrator may rule on its own jurisdiction, including ruling on any objections with respect to the existence or validity of the arbitration agreement. For this 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.

    b. A decision by the arbitrator that the contract is null and void, shall not entail by itself the invalidity of the arbitration clause.

    c. A plea that the arbitrator does not have jurisdiction shall be raised not later than the submission of the statement of defense. However, a party shall not be precluded from raising such a plea merely because he has appointed or participated in the appointment of an Arbitrator.

5. A plea that the arbitrator is exceeding the scope of its authority shall be raised before the arbitrator as soon as the matter alleged to be beyond the scope of its authority is raised during the arbitral proceedings. The arbitrator shall decide on the plea and where the arbitrator takes a decision rejecting the plea, continue with the arbitral proceedings and make an arbitral award.

6. The arbitrator may dismiss the application or claim where without sufficient cause:

    a. the claimant does not pursue the arbitration proceedings or does not file the papers within the time granted or extended time, or

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b. neglects or refuses to pay the dues or deposits ordered to be paid by the arbitrator or the Centre.

7. Any matter not provided for expressly in these rules will be decided by the arbitrator in a manner the arbitrator deems fit with the principles of fairness, independence and natural justice.

J. EXCLUSION OF LIABILITY

1. Any arbitrator, any person appointed by the Tribunal, including any administrative secretary and any directors, officers, representatives and employees of CADRE, shall not be liable to any person for any negligence, act or omission in connection with any arbitration administered by CADRE in accordance with these Rules.

2. Any arbitrator, any person appointed by the Tribunal, including any administrative secretary and any directors, officers, representatives and employees of CADRE, shall not be under any obligation to make any statement in connection with any arbitration administered by CADRE in accordance with these Rules.

3. No party shall seek to make any arbitrator, any person appointed by the Tribunal, including any administrative secretary and any directors, officers, representatives and employees of CADRE act as a witness in any legal proceedings in connection with any arbitration administered by CADRE in accordance with these Rules. CADRE shall however provide a Party, on demand, and on payment of requisite fees, an electronic copy of the entire arbitral record together with a certificate certifying that the data has not been tampered with or altered since having been uploaded on the online platform.

K. RECORDS AND DOCUMENTS

1. The CADRE Case Officer is responsible for maintaining the records and documents in relation to a case.

2. Records of cases shall be maintained in digital form on the technology platform in accordance with applicable laws and shall be available to either party for a period of 90 days from the date of the award. Thereafter, the records may be accessed on payment of such fees as may be prescribed.

3. A certified copy of the records in the physical printed form shall be supplied to the parties free of cost in the first instance. Thereafter, the records may be accessed on payment of such fees as may be prescribed.

4. The Centre shall maintain the records in utmost confidence and, unless directed by a court of law, shall not disclose them to any other person except the parties or

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arbitrator to a dispute in question. All digital records shall be maintained in accordance with the requirement of applicable laws.

L. MISCELLANEOUS RULES

1. Any party who proceeds with the arbitration or conciliation or mediation proceedings with the knowledge that any provision or requirement of these Rules has not been complied with and who fails to state an objection without undue delay shall be deemed to have waived their right to object.

2. Unless there is any specific requirement in law, the CADRE certified Dispute Resolution Professional shall have full discretion to retain/or to return all books, documents or papers produced before it and may direct at any time that the books, documents or papers produced before it, or any of them may be returned to the parties producing them, on such terms and conditions that the arbitrator may impose.

3. In all cases, stamp duties will be paid in accordance with the scale of stamp duties for the time being imposed by law and will be paid in the manner indicated by the arbitrator.

4. The cost of stamp duty shall be borne in accordance with the provisions of the Indian Stamp Act, 1899. At their discretion and if requested by a party, arbitrators have the power to apportion the expense of stamp duty equally between the parties by stating so in the award.

5. A party logging a claim may withdraw it at any time. In such cases, the CADRE shall return any fees or deposits after deducting such charges as incurred. No refund of the registration fee or the arbitrator fee, if paid, shall be allowed. For the purposes of this clause, the expression “Claim” shall include a counterclaim.

6. Neither the Centre nor a CADRE certified Dispute Resolution Professional shall be liable for any action or omission in whatever capacity taken in good faith while acting in connection or in relation to a proceeding under these rules.

7. In no event shall the Centre or a CADRE certified Dispute Resolution Professional be liable for any damages or costs or losses of any nature for any acts of omission or commission. Subject, to the foregoing, the total liability, if any, of Centre or a CADRE certified Dispute Resolution Professional shall not exceed the fees received by CADRE in relation to a matter.

8. The Centre may revise, amend or alter these rules or the schedule of fees and other amounts. Such amendment shall however not affect existing proceedings unless specifically made applicable.

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ANNEXURE A

Please fill in the details and print the below on a plain paper and sign at the space provided below. Thereafter (i) scan, or (ii) take a picture of the signed document and upload it into the link sent to you by the CADRE.

Thank you.

****

I, [insert], resident of [address], with email address [insert email address] and phone number [insert phone number] here by state, certify and undertake as under:

On [insert date] I have filed [choose as appropriate – statement of claim/statement of defense/counterclaim/statement as a witness] in the dispute number [insert number] between [insert name of parties].

I certify and confirm that all and any such statements or affirmations or denials or documents or data (in physical or digital form) that have been filed by me are, to the best of my knowledge, information and belief, true, correct and authentic.

I have not, directly or indirectly, either by myself or in collaboration with others, concealed or falsified or hidden any information or fact or document.

I understand that in the event there is any default in any of the above statements I shall be liable to the same disadvantages, penalties and punishments as are applicable to persons who commit similar offences before a Court of law.

I further understand that the arbitrator and/or the other party, in this case, shall be entitled to make a representation to the appropriate court to initiate such proceedings.

Name:
Signature:
Date:
****

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