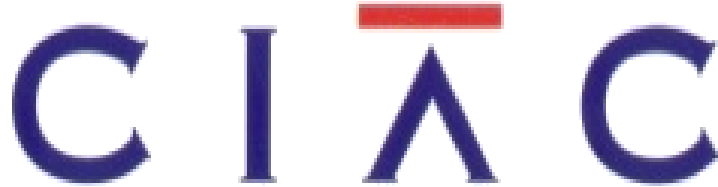


Manual

Arbitration Rules, 2013
(Second Revised Edition)



Construction Industry Arbitration Council

*An Arbitration Council established for resolution
of*

Construction and Infrastructure related disputes

Construction Industry

Arbitration Council

*An Arbitration Council Established for Resolution of
Construction and Infrastructure related disputes*

MANUAL

Arbitration Rules, 2013

(Second Revised Edition w.e.f.1.9.2013)

With amendments up to 31.8.2016

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Introduction

It is believed that substantial sums amounting to several crores of rupees are locked up in many contractual disputes in the Construction Sector alone in India. The Construction Industry, therefore, felt the need to introduce new measures so that disputes are resolved in a fair, speedy and cost efficient manner.

With a view to provide an institutional mechanism for resolution of construction and infrastructure related disputes, Construction Industry Development Council, India (CIDC) in association with the Singapore International Arbitration Centre (SIAC) set up an Arbitration Centre in India namely the Construction Industry Arbitration Council (CIAC) on 7th June, 2006. CIAC is a Registered Society with its headquarters in New Delhi.

Construction Industry Arbitration Council (CIAC) is an independent, not-for-profit institution to provide an institutional mechanism for the resolution of disputes arising in the Construction and infrastructure sector in India. The council was inaugurated on 15th November 2006 by the then Hon'ble President of India, Dr. APJ Abdul Kalam.

In the recent years, the need for effective dispute resolution especially in the area of construction projects has become the subject of deliberation at the global level and in order that India also be at par with other international organizations, CIDC conceptualized CIAC in order to provide a scientific approach in resolving the disputes. CIAC intends to serve as an Arbitral Institution to administer both domestic and international arbitration with a high standard of professionalism.

To maintain the expected level of professionalism, it is the basic requirement that a panel of experts in arbitration is drawn from different fields such as legal practitioners, engineers, management & financial specialists etc. CIAC has succeeded in creating & maintaining such a panel of Arbitrators.

The Council has so far added to its panel 263 experts as arbitrators from the participants of the Empanelment Workshops in India & 28 Empanelled Arbitrators in Royal Kingdom of Bhutan.

CIAC provide facilities for:

- Alternative Dispute Resolution (ADR), which includes international, domestic & commercial arbitration.
- Conducts Executive Development Programmes
- Workshops and
- National/International Conferences on various aspects of Alternate Dispute Resolution process (ADR).

Arbitration under the auspices of the CIAC have the following features:

a. Speed;

CIAC Arbitration Rules provides for tight timelines for appointment of arbitrator and for rendering of the award. Under CIAC Arbitration Rules, the Arbitrator will make a reasoned award within 30 days from close of hearing.

b. Trained Arbitrators;

The panel of arbitrators of CIAC consists of professionals from the construction industry as well as the legal fraternity. They have gone through formal training before being admitted to the panel. As on 1st May, 2016, 263 arbitrators have been trained and certified in arbitration workshops conducted by the expert faculties of CIAC.

Apart from the empanelment of Arbitrators from the Indian continent, CIAC on the request of Royal Govt. of Bhutan has held an Arbitration Workshop for Construction Development Board (CBD) of Bhutan from 28th – 30th September, 2015 at Bhutan.

Thus in all the CIAC has 291 Empanelled Arbitrators including 28 Arbitrators in Royal Kingdom of Bhutan.

c. Strict Code of Ethics for Arbitrators, Parties & their Counsels

An arbitrator is appointed only after availability and conflict of interest checks. Arbitrators thus appointed are reminded in each assignment, of the strict Code of Ethics under which they are to conduct the arbitration. Apart from this CIAC has code of ethics for the parties & their counsels.

d. Transparent Management of Arbitrator's Fees

To assist parties, know the costs of arbitration, CIAC has published Scale of Fees.

e. Monitoring the Progress of the Case

The Secretariat of CIAC monitors the progress of the case throughout the arbitration.

f. Facilities and Services for Hearing

The Secretariat arranges rooms for arbitration hearings. The secretariat is also able to arrange transcription, translation and interpretation services. Audio and video recording facilities can also be arranged.

The first edition of the CIAC Arbitration Rules Manual was published on 7th June, 2006 and its reprints were published in September, 2008 and July, 2009. This is the second revised edition – 2013 published on 1st September, 2013. have been up dated till 31.8.2016. The salient feature of this manual is that it

lay down the Duties of the Registrar, Role of Secretariat, Fast Track Arbitration, check over the Adjournments & issue of Award within 30 days after close of the hearing, Settlement of Disputes & With-drawls of Arbitration Cases during Arbitration Proceedings & its impact on the Arbitration cost, Code of Ethics for arbitrators, Parties & their counsels & Guide-lines for Conduct of Arbitration Proceedings etc.

This Revised Edition of Manual consists of the CIAC Model Arbitration Clause, Recommended Arbitration Agreement, the CIAC Arbitration Rules, CIAC's Panel of Arbitrators and CIAC's Fee Structure.

Construction companies, Public Sector Undertakings and Government departments choosing arbitration may consider the clear advantages of an institution-administered arbitration as opposed to ad-hoc arbitrations. CIAC would be happy to answer enquires on drafting of arbitration clauses apart from recommending to the parties that they adopt its Model Arbitration Clause in their contracts.

31st August, 2016

Dr. P. R. Swarup
Secretary, General CIAC

MODEL CLAUSE

CIAC MODEL ARBITRATION CLAUSE

In drawing up contracts, we recommend that parties include the following arbitration clause in their agreement for Institutional Arbitration Through Construction Industry Arbitration Council (CIAC) which is approved & notified Arbitral Institution by the Department of Justice, Ministry of Law Justice, Govt. of India.

“All and any dispute arising out of or in connection with this contract, what-so-ever arising between the parties relating to the construction, meaning, scope, operation or effect of this contract or its existence, validity or termination, shall be referred to and finally resolved through Alternation Dispute Resolution (ADR) i.e. Mediation, Conventional or/ and Arbitration as Institutional Arbitration – On- Line or Conventional Method in India/ Foreign country in accordance with the Arbitration Rules of the Construction Industry Arbitration Council 2013 with amendments up to 31.8.2016 or onward ("here in after called CIAC -Arbitration Rules-2013") in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause, and the award made in pursuance thereof shall be binding on the parties”

* Choose as appropriate - If the matter is domestic (between Indian parties) then New Delhi or any other place in India can be chosen. If the matter is International (between an Indian party and foreign party or between two foreign parties) then any country as per agreement or as decided by the chairman of CIAC.

Parties may have to consider adding the followings.

- (i) The number of Arbitrator (s)/conciliator(s) shall be..... (State an odd number).
- (ii) The language of the arbitration/ conciliation shall be English.
- (iii) Specific qualifications of the arbitrator(s) / conciliator(s) including Technical qualifications & Experience.

Governing Law Clause

The governing law clause should be drafted under legal advice. The following are simple model clauses:

- I. Where the place of arbitration is New Delhi or any other city in India: -

“This contract is governed by the laws of India.”

- II. Where the place of arbitration is International: -

“This contract is governed by the laws of the country as laid down in the agreement or as decided by the Chairman, CIAC.”

RECOMMENDED ARBITRATION AGREEMENT

Parties to an existing dispute who have not included an arbitration clause in their underlying contract may agree to refer the dispute to CIAC for arbitration under CIAC Arbitration Rules in the following terms:

We, _____, the undersigned, hereby agree that all disputes and differences arising under, out of, or in connection with the following contract:

[Brief description of the contract under which the disputes have arisen or may arise]

Be referred to and finally resolved by arbitration in [India/Foreign Country*] in accordance with the Arbitration Rules of the Construction Industry Arbitration Council ("CIAC Arbitration Rules") in force at the commencement of the arbitration."

The Tribunal shall consist of _____* arbitrator(s) to be appointed by the Chairman of the Construction Industry Arbitration Council.

* Choose as appropriate - If the matter is domestic (between Indian parties) then New Delhi or any other place in India can be chosen. If the matter is international (between an Indian party and foreign party or between two foreign parties) then the country as per agreement of the parties is to be chosen or as decided by the Chairman.

Parties may consider adding the followings.

- (i) The number of Arbitrator (s)/conciliator(s) shall be..... (state an odd number).
- (ii) The language of the arbitration/ conciliation shall be English.
- (iii) Specific qualifications of the arbitrator(s) / conciliator(s) including Technical qualifications & Experience.

This Agreement has been signed this the _____ day of _____ year _____ at _____ by:

1. _____ for and on behalf of _____

(Name and Address of the Party to be given)

2. _____ for and on behalf of _____

(Name and Address of the party to be given)

CIAC – ARBITRATION RULES, 2013

**Second Revised Edition, 1st September, 2013
(with amendments up to 1.05.2016)**

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CIAC Arbitration Rules

Rule 1 - Scope of Application	
1.1	Where any agreement, submission or reference provides for arbitration at the Construction Industry Arbitration Council ("CIAC"), or under the Arbitration Rules of the CIAC and where the case is a domestic arbitration as defined in Rule 2, the parties shall be taken to have agreed that the arbitration shall be conducted in accordance with these Rules, or such Rules as amended by the CIAC where the amendments take effect before the commencement of the arbitration.
1.1.1	These rules shall apply where parties have agreed in writing that (a) a dispute has arisen or (b) a dispute which may arise between them in respect of defined legal relationship whether contractual or not, shall be settled under the Rules of Arbitration.
1.2	Where any agreement, submission or reference provides for arbitration at the Construction Industry Arbitration Council ("CIAC"), or under the Arbitration Rules of the CIAC and where the case is an international arbitration as defined in Rule 2, the parties shall be taken to have agreed that the arbitration shall be conducted in a place approved by the Chairman with consent of both the parties or in case of difference of opinion by the Chairman in accordance with the Arbitration Rules applicable as per agreement or decided by the Chairman.
1.3	Any question as to whether a case is to be treated as a domestic arbitration or an international arbitration for the purpose of these Rules and falls to be arbitrated and administered under these Rules or should be arbitrated and administered under any Rules is determined by the Chairman, whose decision is final and is not subject to appeal or review.
1.4	These rules shall also apply where the parties sign a joint memorandum agreeing to their dispute (s) being resolved by the arbitration in accordance with the CIAC (Arbitration) Rules, in any proceeding in any court, including (a) Under section 89 of the code of civil procedure, 1908; or (b) Under sections 11, 8 or 9 of the Arbitration and conciliation Act, 1996
Rule 2 – Definitions	
2.1	These Rules shall be referred to as "the CIAC Arbitration Rules".
2.2	In these Rules:

- (i) "Act" means the 'Arbitration and Conciliation Act 1996' of India and any statutory modifications or Re-enactments thereof.
- (ii) "CIAC" means the Construction Industry Arbitration Council.
- (iii) "Rules Means Rules of CIAC
- (iv) "CIAC Arbitrator Panel" means the list of persons admitted to serve as Arbitrators under these Rules
- (v) "Council" means the Construction Industry Arbitration Council
- (vi) "CIDC" means the Construction Industry Development Council, India.
- (vii) "Chairman" means the Chairman of the Board of Governors of the CIAC.
- (viii) "Board of Governors" Means the Board of Governors of the CIAC.
- (ix) "Arbitral Tribunal" means either a Sole Arbitrator or all Arbitrators when more than one is appointed for determining a particular dispute or difference.
- (x) "Arbitral Award"- includes an interim Award, Partial, Preliminary Award and Final Award.
- (xi) "Party"- means a party to an arbitration agreement. It shall include any Individual, Firm, Company, Government Organization or Govt. Under Taking.
- (xii) "Registrar" means the Registrar of CIAC and also includes an Acting/Assistant Registrar.
- (xiii) "Secretary"- Means the Member Secretary of CIAC
- (xiv) "Domestic arbitration" is an arbitration which does not fall within the definition of International Arbitration as defined in this Rule.
- (xv) "International Commercial arbitration" means an arbitration relating to disputes arising out of legal relationships, where contractual or not, considered as commercial under the law in force in India and where at least one of the parties is: -
 - i. An individual who is a national of, or habitually resident in any country other than India; or
 - ii. A body corporate which is incorporated in any country other than India; or

	<p>iii. An association or a body of individuals whose central management and control is exercised in any country other than India; or</p> <p>iv. The Government of a country or State other than India.</p> <p>(xvii) “Fast Track Arbitration” –Means arbitration in accordance with Rule <u>37.3</u> of CIAC.</p> <p>(xviii) “Guidelines”- means the guidelines for arbitrators and the parties to arbitration for expeditious conduct of the arbitration proceedings, given in the annexure to these rules.</p> <p>(xix) “Rules of Conciliation” means the Rules of Conciliation of the Arbitration & Conciliation Act,1996 or its amendments thereafter.</p> <p>(xix) Words- imparting the singular number include, where the context admits or requires, the plural number and vice versa.</p>
Rule - 3.0 Rules Applicable	
3.1	<p>(a) Any dispute relating to any commercial matter including construction, engineering, technical assistance, or labour, arising between two or more parties in India or a party or parties in India and a party or parties in a foreign country or between foreign parties who agree or have agreed for arbitration by the Council, or under the Rules of Arbitration of the Council, shall be determined and settled in accordance with these Rules.</p> <p>(b) The Council shall also be competent to administer the conduct of arbitration in any dispute or difference relating to a commercial transaction between parties as mentioned in sub-clause (a) where they have agreed to have their dispute arbitrated under any other Rules of Arbitration and have agreed to have such arbitration administered by the Council, wholly or in respect of some matters arising out of such arbitration.</p> <p>(c) In case the parties have provided different procedure for appointment of arbitrator or schedule of cost including the arbitrator's fee, the Council shall not be bound to process the case unless both the parties agree to follow the entire procedure of arbitration under Rules of Arbitration of the Council.</p> <p>(c) The Council shall be competent to function as Appointing Authority as contemplated under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL).</p>
3.2	Wherever the Parties have provided or agreed for arbitration by the Construction Industry Arbitration Council for arbitration under the Rules of CIAC, these rules or any amendment thereof, in the form obtaining at the time the dispute is referred to

	arbitration of the Council shall apply.
3.3	If one or both of the parties to a dispute which is referred to arbitration by the Council belong to a country or countries other than India, in the absence of an agreement by the parties on the substantive law to be applied, it will be determined by the Arbitral Tribunal. The procedural law shall be the laws of India and parties shall be deemed to have submitted to the jurisdiction of the Courts in India
Rule 4.0 Interpretation of Rules	
4.1	The decision of the Chairman on any question relating to interpretation of these rules or any procedural matter thereunder shall be final and binding on the parties.
Rules - 5.0 Panel of Arbitrators -	
5.1	A Panel of Arbitrators is to be prepared by the Council from amongst persons who are qualified and possess knowledge and experience in their respective field of profession and arbitration law & procedure and are willing to serve as arbitrators generally or in specific fields and who are from time to time recommended by the members of the Council or any other person or organization and who have gone through a formal training conducted by the expert faculty of CIAC.
5.1 A	<p>CIAC has made a Special Category for Empanelment of Arbitrator Known as “Grand-Father-Category” Under this Category for empanelment as Arbitrator on the CIAC Panel of Arbitrators, the applicant would be required to fulfil the conditions laid down for various category of officers such as Judges, Advocates, Engineers, Chartered Accountants, CMD/MD Director & other officers of PSU/Private Sector, Foreign National etc. Application Form with eligibility criteria is annexed C1.</p> <p>Further under the said category for Empanelment of Arbitrator, the fee has been considerably reduced from Rs. 35,000/- plus GST to Rs. 15000/- excluding tax payable as applicable at the time of application. The empanelment arbitrators fee of Rs. 15,000/- + GST can be paid Through Bank draft in the name of Construction Industry Arbitration Council, New Delhi.</p> <p>Applications received under the said category shall be scrutinised at the CIAC Secretariat & placed before the Chairman or its authorised officer/officers for approval, whose decision shall be final & binding.</p> <p>Further the Chairman of the CIAC shall also be empowered to appoint any</p>

5.1.B	<p>suitable & competent person as arbitrator on the penal of CIAC without under taking formal training as laid down under this rule.</p> <p>All the members of the panel will carry equal status and parties will not have any right to challenge the appointment of the arbitrator on the ground that its nominee arbitrator has higher status than the Presiding Arbitrator.</p>
5.2	<p>The Registrar shall prepare and maintain an up-to-date Panel of Arbitrators together with adequate information as to their qualifications and experience. Separate lists may be kept and maintained of arbitrators included in the Panel for disputes in general and for each of the fields of international trade and/or business transactions in which the Chairman decides that the Council will offer arbitration facilities under the Rules. The parties to a dispute or the Registrar where he appoints the arbitrator may choose any person from the panel with reference to any dispute. If any party appoints a foreigner/person residing abroad, as arbitrator from the panel, that party will have to meet the travel & stay expenses of the person appointed as arbitrator at the venue of arbitration. The Arbitral Tribunal may, however, make any order in regard there in the award. The panel of Arbitrators shall be open to inspection by all persons with the permission of the Registrar.</p> <p>A curriculum vitae (CV) shall be maintained of the persons selected for empanelment as Arbitrators in the form prescribed in Form C. List of empanelled arbitrators selected for CIAC's panel is 291 including 28 Empanelled Arbitrators in Royal Kingdom of Bhutan and given in <u>Annexure "5"</u></p>
5.3	<p>The Chairman may at any time add the name of any person to the list of arbitrators included in the panel or delete the name of any person from the panel, who work against the interest of CIAC or fail to comply the CIAC – Rules, after giving a show cause notice.</p>
5.4	<p>The persons who have attained the age of more than 80 years will automatically cease to be member of the panel of arbitrators provided the Chairman allows him to continue for a further period as deemed fit. In the 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. In case the empanelled Arbitrator, who is interested to continue beyond the age of 80 years in the CIAC panel will be required to make request for the same to the Chairman prior to expiry of his appointment at the age of 80 years.</p>
Rule 6.0. Duties of Registrar	
6.1	<p>The Registrar shall receive applications for arbitration by the Council, receive payment of fees and deposits, appoint, in consultation with the</p>

	Chairman of the CIAC, and in his absence in consultation with the Secretary of the CIAC, an arbitrator or arbitrators as hereinafter, provided. The Registrar shall also receive all communications made to the Arbitral Tribunal by the parties and communicate to them the orders and directions of the Arbitral Tribunal, keep a register of applications to the Council and of awards made by the Arbitral Tribunal, keep such other books or memoranda and make such other records or returns as the Chairman/Secretary shall from time to time require and generally carry out the directions of an Arbitral Tribunal so constituted under these rules and take such other steps as may be necessary to assist such Arbitral Tribunal in carrying out of its functions.
6.2	The Registrar may delegate any officer of the Council, Chambers of Commerce or Trade Association at the premises of which the arbitration proceedings are taking place, to discharge such of the functions and administrative duties of the Registrar as are deemed proper and necessary from time to time, with reference to a particular case or cases.
Rule 7 - Notice, Calculation of Periods of Time	
7.1	For the purposes of these Rules, any notice, including a notification, communication or proposal, is deemed to have been received if it is physically delivered to the addressee or if it is delivered at his habitual residence, place of business or mailing address, or, if none of these can be found after making reasonable inquiry, then at the addressee's last-known residence or place of business. Notice shall be deemed to have been received on the day it is so delivered.
7.2	For the purposes of calculating a period of time under these Rules, such period shall begin to run on the day following the day when a notice, notification, communication or proposal is 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. Gazetted public holidays or non-business days occurring during the running of the period of time are included in calculating the period.
7.3	Without prejudice to the effectiveness of any other form of written communication, written communication may be made by fax, e-mail or any other means of electronic transmission effected to a number, address or site of a party.
7.4	The transmission is deemed to have been received on the day of transmission.
Rule 8 - Commencement of Arbitration	
8.1	Any party wishing to commence an arbitration under these Rules ("the Claimant") shall file with the Registrar and serve on the other party ("the

	<p>Respondent”), a written notice of Arbitration (“the Notice of Arbitration”) which shall include the following:</p> <ol style="list-style-type: none"> a request that the dispute be referred to arbitration. the names, addresses, telephone numbers, fax numbers and email addresses of the parties to the dispute. a reference to the arbitration clause or any separate arbitration agreement that is invoked and provide a- Certified copy of the arbitration clause or arbitration agreement. <p>However, where the original arbitration agreement or a certified copy thereof is not available with the party applying for reference to arbitration and the said agreement or certified copy is retained by the other party to that agreement, then, the party so applying shall file such application along with a copy of the arbitration agreement and a petition praying the Arbitration Tribunal to call upon the other party to produce the original arbitration agreement or its duly certified copy before the Arbitration Tribunal.</p> <ol style="list-style-type: none"> a reference to the contract out of which the dispute arises and provide a certified copy of the contract. statement of the claim including the amount of interest due till date of commencement of arbitration and facts supporting the claim, points of issues and relief or remedies sought with other details of the claimant’s case; a proposal as to the number of arbitrators (i.e. one or three), if the parties have not previously agreed on the number; and qualifications, if any prescribed in the arbitration agreement on which parties have already agreed in writing; suggested name of the Claimant’s nominated arbitrator proposed from CIAC’s Arbitration panel statements as to the applicable rules of law, if any order of court, if any, passed in proceedings of these rules, along with the signed joint memorandum where there is neither arbitration Clause in the agreement nor in the contract executed between the partner.
8.2	<p>A Registration fee of Rs.10, 000/- for claims upto Rs.1 crores & Rs.20, 000/- for claim more than Rs. 1 crore is payable at the time of filing the Notice of Arbitration, towards non-refundable administrative cost of the council.</p> <p>(a) The claimant shall also make an advance payment of his share of</p>

	<p>administrative costs and arbitrators' fees, in terms of Rule 41 of these rules, in the event the claimant (s) fails to comply with any of the aforesaid requirements, Registrar may fix a time limit within which, the claimant must comply, failing which, the file shall be closed without prejudice to the right of the claimant to submit the claims at a later date by way of a fresh application.</p> <p>(b) The Registrar shall send a copy of the notice of arbitration, statement of claim and the documents annexed thereto, at the earliest to the respondent (s) for his reply to the notice.</p>
8.3	The date of filing of the Notice of Arbitration with the Registrar along with request registration fee is the date of commencement of the arbitration for the purpose of these Rules.
8.4	If any Court makes an order directing that an arbitration be held under these Rules, in addition to the documents listed in Rules 8.1, the order of that Court or a copy thereof shall accompany the application for arbitration.
8.5	<p>(a) On receipt of an application for arbitration, the Registrar shall have absolute discretion to accept or reject the said application. The Registrar is not bound to give reasons for the exercise of his discretion.</p> <p>Before deciding on the acceptability of an application for arbitration, the Registrar may ask the parties for further information and particulars of their claims.</p> <p>(b) Similarly, if any information or particulars regarding the arbitration agreement furnished by claimant with the application for arbitration are found to be incorrect or false, at any time subsequently, the Registrar shall have a right to reject the application for arbitration.</p> <p>(c) Any Party aggrieved by the decision of the Registrar, in accepting or rejecting an application for arbitration as above, may apply to the Chairman for suitable directions. Chairman's orders shall be final & binding on both the parties and there after no appeal shall lie before any authority or court.</p>
Rule 9 - Response by Respondent	
9.1	<p>Within thirty days from the date of receipt of the notice and the Statement of Claim, from the Registrar, the Respondent shall send his written response (the "Reply") to the CIAC addressed to the Registrar, which shall <i>inter alia</i>, contain the following information and be accompanied by: -</p> <p>(a) His name in full, description, contact details and address;</p> <p>(b) Confirmation or denial of all or part of the claim(s) made by the Claimant in the Statement of claim;</p> <p>(c) Comments in response to the nature and circumstances of the dispute giving</p>

	<p>rise to the Claim(s) contained in the notice;</p> <p>(d) Response to the relief sought in the notice;</p> <p>(e) Statement describing the nature and circumstances giving rise to any Counter- claim(s), or plead a set –off including all relevant or supporting documents; provided the counter claim, arises under the same transaction as the original claim.</p> <p>(f) Statements, if any, as to the applicable rules of law and the language of the arbitration.</p>
9.2	<p>The Registrar may, on sufficient grounds in writing explain the delay, grant an extension of time for filing the reply and/or Counter-claim to the respondent, upon payment of such costs as compensation as may be deemed appropriate and within such time as may be specified;</p> <p>Provided, that the request for extension of time shall be entertained only once and such extension shall not exceed thirty days. If the Respondent fails to file his reply and/or counter-claim, the Registrar shall proceed further in accordance with the Rules.</p>
9.3	<p>Failure of the Respondent to file his Reply and/or Counter-claim within the time stipulated or the extended time shall constitute a waiver of the Respondent's opportunity to file the Reply.</p>
9.4	<p>Reply and/or Counter-claim shall be supplied to the secretariat in sufficient number of copies thereof being one copy for the CIAC, one copy each for arbitrator(s) (if the number of arbitrators is mentioned in the arbitration agreement) and one copy each for the Claimant(s).</p>
9.5	<p>A registration fee of Rs 10,000/- for claim up to Rs1 1 crore & Rs 20,000/- for claim more than 1 crore is payable at the time of filing the response to wards non- refundable administrative cost of the council.</p> <p>The respondent shall also make an advance payment of his share of administrative costs and arbitrators' fees as the Registrar may require in terms of rule 41 of these rules, determined in accordance with CIAC rules in force on the date the request is submitted.</p>
9.6	<p>A copy of the Reply to the claims & Counter-claim if any and the documents annexed thereto received from the respondent shall be communicated to the claimant(s) by the Registrar</p>
Rule 10. (a) - Claimant's Reply to Counter – Claim & Rejoinder for Reply to Claims	
10.1	<p>The Claimant(s) shall file a Reply to Counter- claim if any and file rejoinder for reply to claims of the respondent, if so desired, within 30 days from the date of receipt of the Counter-claim communicated by the Registrar.</p>

10.2	<p>The Registrar may, on sufficient grounds in writing explaining the delay, grant the Claimant an extension of time for filing the Reply only upon payment of costs as compensation as may be deemed appropriate;</p> <p>Provided, that the request for extension of time shall be entertained only once and such extension cannot exceed thirty days.</p>
10.3	Failure of the Claimant(s) to file his Reply to Counter-claim within the time stipulated or the extended time shall constitute a waiver of the Claimant's opportunity to file the Reply to Counter- claim.
Rule 10 (b) -Respondent's Rejoinder for Reply to Counter Claim	
10.4	Within 15 days after service of the statement of claimant's reply to counter – claims, the respondent shall file rejoinder in reply to counter – claims of the claimant, if so desire.
10.5	No further case statements may be filed without the leave of the Arbitral Tribunal or if Arbitral Tribunal has not been appointed by the Registrar
Rule 11 - Contents of Case Statements	
11.1	The case statements must contain the fullest possible particulars of the party's claim, defiance or counterclaim and must thus contain a comprehensive statement of the facts and contentions of law supporting the party's position.
11.2	<p>It must:</p> <ol style="list-style-type: none"> Set out all items of relief or other remedies sought together with the amount of all quantifiable claims and detailed calculations. State fully its reasons for denying any allegation or statement of the other party. State fully its own version of events if a party intends to put forward a version of events different from that given by the other party.
11.3	A case statement must be signed by or on behalf of the party making it.
Rule 12 - Default in Filing and Serving Case Statements	
12.1	If any party of an arbitration agreement fails to participate or refuse to take part in an arbitration proceedings at any stage, then such party shall be proceeded ex-parte and a notice to this effect shall be sent to the defaulting party along with a copy to the other party (s).
12.2	If a party proceeds Ex-parte', the Registrar shall send an intimation in writing to this effect to the defaulting party as well as the other party (s). However, this shall not preclude such party from participating in any subsequent stage of the

	arbitration proceedings.
12.3	If the Claimant fails within the time specified under these Rules or as may be fixed by the Arbitral Tribunal or by the Registrar, to submit its Statement of Case, the Arbitral Tribunal or if an Arbitral Tribunal has not been appointed, the Registrar, may issue an order for the termination of the arbitration proceedings or make such other directions as may be appropriate in the circumstances.
12.4	If the Respondent fails to submit a Statement of Respondent's Defense, the Arbitral Tribunal may nevertheless proceed with the arbitration and make the award.
Rule 13 - Further Written Statements	
13.1	The Arbitral Tribunal will decide which further written statements, in addition to the case statement(s) already filed, are required from the parties and shall fix the periods of time for giving, filing and serving such statements.
13.2	All such further statements must be given to the Arbitral Tribunal, filed with the Registrar and served on the Claimant or Respondent, whichever is applicable.
Rule 14 - CIAC to Provide Assistance	
14.1	At the request of the Arbitral Tribunal or either party, the Registrar will render such assistance as is required within the Rules of CIAC for the conduct of the arbitration.
14.2	Any additional expense incurred or to be incurred for any such arrangements shall be borne by the parties equally.
Rule 15 - Appointment of authorized Representatives	
15.1	<p>(1) Each party shall advise, in writing, to the other party and the Registrar of-</p> <p>(a) the names and addresses of persons who will represent or assist him or her, and</p> <p>(b) the capacity in which those persons will act.</p> <p>(2) Once the Arbitral Tribunal has been established, the parties or their representatives may communicate in writing directly to the Arbitral Tribunal, with a copy of the communication addressed to the Registrar.</p>
Rule 16 – Constitution of Arbitral Tribunal	
16.1	On receipt of the application for arbitration, the Registrar shall take necessary steps to have the Arbitral Tribunal constituted for the adjudication of the dispute or difference as provided hereunder: -
16.2	The number of Arbitrators to hear a dispute shall be determined as under:

	<p>(a) Where the claim including amount of interest, if any, being claimed up to the date of commencement of arbitration in terms of Rule 8, does not exceed Rs. One crore and where the arbitration agreement does not specify three arbitrators, the reference shall be deemed to be to a sole arbitrator.</p> <p>(b) Where the claim including amount of interest, if any, being claimed up to the date of commencement of arbitration in terms of Rule 8 exceeds Rs. One crore the dispute will be heard and determined by three arbitrators, unless the agreement provides otherwise or the parties to the dispute agree to refer the dispute to a sole arbitrator within thirty days from the date of notification of the request for arbitration.</p> <p>(c) Where three arbitrators have to be appointed as per the above sub-rule and any of the parties to the dispute, fail to make the necessary deposit towards the costs and expenses of arbitration. Instead of three arbitrators, the Registrar shall request the arbitrator appointed by any of the parties to act as sole arbitrator irrespective of the claim exceeding Rs. one crore. In the event the agreement provides for appointment of three arbitrators, the Registrar in consultation with the Chairman of the CIAC may appoint arbitrators on behalf of Claimant or Respondent, as the case may be, as well as presiding arbitrator.</p>
16.3	The disputes shall be decided by a sole arbitrator or by three arbitrators.
16.4	<p>The appointment of sole arbitrator or three arbitrators shall be made in the following manner:</p> <p>(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 Panel CIAC 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 CIAC and in his absence in consultation with the secretary, CIAC shall appoint the sole arbitrator from among the Panel of Arbitrators. If one of the parties is a national or resident of a country other than India, the sole arbitrator shall, as far as possible, be chosen or appointed by the Registrar from among the nationals of a country other than that of either of the parties. 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. The Registrar shall give notice to the Parties of the constitution of the Arbitral Tribunal.</p> <p>(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 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</p>

	<p>more than thirty 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 CIAC and in his absence in consultation with the secretary, CIAC shall appoint the arbitrator from the Panel of arbitrators on behalf of that party. On receipt of the nominations from the respective parties or on the appointment as aforesaid by the Registrar, the Registrar shall appoint another person as the Presiding Arbitrator of the Arbitral Tribunal in consultation with Chairman of the CIAC and in his absence in consultation with secretary, CIAC, from among the panel of arbitrators to be additional arbitrator to act as Presiding Arbitrator of the Arbitral Tribunal.</p> <p>(c) If one of the parties is a national or resident of a country other than India, the additional arbitrator shall, as far as possible, be chosen or appointed from among the nationals of a country other than that of either of the parties. The arbitrators so nominated or appointed shall constitute the Arbitral Tribunal and shall be appointed as such in writing by the Registrar. The additional arbitrator appointed by the Registrar shall act as Presiding Arbitrator of the Arbitral Tribunal. The Registrar in consultation with the chairman of CIAC shall give notice to the parties of the constitution of the Arbitral Tribunal.</p>
16.5	The parties will obtain the consent from the persons nominated by them as arbitrator and intimate the Registrar accordingly. The Registrar will obtain the consent from person(s) nominated by him. 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 appointment of the arbitrator will take effect from the date of such intimation about the constitution of the Arbitral Tribunal.
16.6	An arbitrator to be appointed under these Rules shall be a person from the CIAC Arbitration Panel as at the date of the appointment. The appointed arbitrator/arbitrators shall submit declaration, acceptance and statement of independence in <u>Form “D”</u>
16.7	Neither any Sole Arbitrator nor any Arbitral Tribunal of Three Arbitrators including the Presiding Arbitrator shall be allowed to arbitrate more than 2 Cases at a time.
Rule 17 - Multi-Party Appointment of the Arbitral Tribunal	
17.1	If there are more than 2 parties in the arbitration, the parties shall agree on the procedure for appointing the Arbitral Tribunal within 21 days of the receipt of the Notice of Arbitration.
17.2	If the parties are unable to do so, upon the lapse of the 21 days' time period

	mentioned herein, the Arbitral Tribunal shall be appointed by the Chairman as soon as practicable.
17.3	Where disputes arise amongst more than two parties out of a defined legal relationship or out of a series of interconnected contracts (including “chain” or “string” contracts), the parties may agree that the Arbitral Tribunal shall consist of three members, one to be nominated by each of the parties (supporting parties will be grouped together and treated as one party for the purpose of such nomination of the arbitrator) and the third arbitrator shall be appointed by the chairman and such third arbitrator shall Chair the Arbitral Tribunal.
17.4	If the parties to a dispute are required to be grouped in three groups, each such group will nominate one arbitrator each and the three members of the Arbitral Tribunal shall nominate one out of themselves to Chair the Arbitral Tribunal. If the members fail to so nominate, the chairman shall nominate anyone of them to Chair the Arbitral Tribunal within fifteen days of the constitution of the Arbitral Tribunal.
17.5	If the parties to a dispute are required to be grouped in four groups, each such group will nominate one arbitrator and the chairman will appoint an independent arbitrator from the panel who shall Chair the Arbitral Tribunal.
17.6	If the parties to a dispute are required to be grouped in five groups, each such group will nominate one arbitrator each and the five members of the Arbitral Tribunal shall nominate one out of themselves to Chair the Arbitral Tribunal. If the members fail to so nominate, the chairman shall nominate anyone of them to Chair the Arbitral Tribunal within fifteen days of the constitution of the Arbitral Tribunal.
17.7	All efforts shall be made to ensure that such grouping of parties shall not exceed five. In case the groups are more than five, the chairman shall adopt such procedure for the appointment of arbitrators as may be deemed appropriate, in view of the facts and circumstances of the case, but in no case shall the number of arbitrators comprising the Arbitral Tribunal shall exceed five.
17.8	Any decision of the chairman for the appointment of the arbitrators, either for the number or for the nomination, shall be final and binding upon the parties.
Rule 18 - Appointment of Substitute Arbitrator	
18.1	In the event of the death or resignation of any of the arbitrators, a substitute arbitrator shall be appointed by the same procedure as in Rule 16 by which the arbitrator concerned was appointed, failing which, the Chairman will make the appointment.

Rule 19 - Independence and Impartiality of the Arbitral Tribunal	
19.1	The Arbitral Tribunal conducting an arbitration under these Rules shall be and remain at all times independent and impartial, and shall not act as advocate for any party.
19.2	A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment, any circumstances likely to give rise to justifiable doubts as to his impartiality or independence.
19.3	An arbitrator, once nominated or appointed, shall disclose any such circumstance referred to in Rule 19.2 to the Registrar and 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 parties decline 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.
Rule 20 - Challenge of Arbitrators	
20.1	An arbitrator may be challenged if there are circumstances that give rise to justifiable doubts as to his impartiality or independence.
20.2	An arbitrator may also be challenged if he does not possess the qualifications required by the agreement of the parties.
20.3	A party may challenge an arbitrator appointed on its nomination or with its agreement only for reasons of which it becomes aware after the appointment has been made.
20.4	A party who intends to challenge an arbitrator shall file with the Registrar and serve on the other party or all other parties, whichever is applicable, a Notice of Challenge.
20.5	The Notice of Challenge must be filed and served within 14 days from the appointment of the arbitrator or within 14 days after the circumstances mentioned in Rule 20.1 became known to that party.
20.6	The Notice of Challenge must state the reasons for the challenge.
20.7	The arbitration shall be suspended until the challenge is resolved or decided upon.
20.8	When an arbitrator has been challenged by one party, the other party may agree to the challenge. The arbitrator may also, after the challenge, withdraw from his office. However, it is not implied in either case that there has been an acceptance of the validity of the grounds for the challenge. In both cases, the procedure provided in Rule 16 read with Rule 18, shall be used for the appointment of a substitute arbitrator.

Rule21 - Decision on Challenge	
21.1	If the other party does not agree to the challenge and the challenged arbitrator does not withdraw, the decision on the challenge will be made by the Chairman.
21.2	If the Chairman sustains the challenge, a substitute arbitrator shall be appointed or chosen pursuant to the procedure applicable to the appointment of an arbitrator as provided in Rule 16 read with Rule 18. If the Chairman dismisses the challenge, the arbitrator shall continue with the arbitration.
21.3	The Chairman's decision shall be final and shall not be subject to appeal.
Rule 22 - Removal of the Arbitral Tribunal	
22.1	<p>The Chairman may, on the application of a party, remove an arbitrator:</p> <p>(a) If any appointed arbitrator resigns or dies or becomes incapable of acting or neglects or fails to act expeditiously, prior to or during the arbitration hearings, or if he fails to make the award within the time and/ or extended time prescribed under Rule 44.8.</p> <p>(b) If any appointed arbitrator resigns or dies or becomes incapable of acting or neglects or fails to act expeditiously, prior to or during the arbitration hearings, or if he fails to make the award within the time and/ or extended time prescribed under Rule 44.8, the Registrar in consultation with the Chairman may terminate the authority of such an appointed arbitrator and inform him accordingly. In the event of such termination, the arbitrator or arbitrators as the case may be, and whose authority has been terminated, <u>shall not be entitled to any fee.</u></p> <p>(c) who is physically or mentally incapable of conducting the proceedings or where there are justifiable doubts as to his ability to do so; or</p> <p>(c) who has refused or failed to use all reasonable dispatch in conducting the arbitration or making an award within the time and/or extended time prescribed under the CIAC Rules</p>
22.2	The arbitrator(s) concerned is entitled to appear and be heard at the hearing of the application to remove him.
22.3	Upon the removal of the arbitrator, a substitute arbitrator shall be appointed in accordance with Rule 16 read with Rule 18.
22.4	In case of the resignation or death or termination of authority of an appointed arbitrator under Rule 22.1 (a) new substitute arbitrator will be appointed by the Registrar in consultation with the Chairman CIAC, 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 thirty days, the Registrar in consultation with the Chairman of the CIAC shall nominate the arbitrator on behalf of that Party from among the Panel of Arbitrators.
22.5	The Chairman's decision on the application is final and is not subject to appeal or review.
22.6	The arbitrator(s) appointed and the parties shall be informed about the reconstitution of the Arbitral Tribunal and the reconstituted Arbitral Tribunal shall make the award expeditiously within the time prescribed under the Rule 44.8 from the date when the reconstituted Arbitral Tribunal enters on the reference.
Rule 23 - Re-hearing in the Event of the Replacement of the Arbitral Tribunal	
23.1	The reconstituted Arbitral Tribunal shall proceed with the arbitration with the liberty to act on the record of evidence and proceedings as then existing or to commence the proceedings de- novo.
Rule 24 (a) – Jurisdiction of the Arbitral Tribunal	
24.1	The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, termination or validity of the arbitration agreement. For that purpose, an arbitration agreement which forms part of a contract shall be treated as an agreement independent of the other terms of the contract. A decision by the Arbitral Tribunal that the contract is null and void shall not entail ipso jure the invalidity of the arbitration agreement.
24.2	A plea that the Arbitral Tribunal does not have jurisdiction shall be raised not later than in the Statement of Defense. A plea that the Arbitral Tribunal is exceeding the scope of its authority shall be raised promptly after the Arbitral Tribunal has indicated its intention to decide on the matter alleged to be beyond the scope of its authority. In either case the Arbitral Tribunal may nevertheless admit a late plea under this Rule if it considers the delay justified. A party is not precluded from raising such a plea by the fact that he has nominated, or participated in the appointment of an arbitrator.
24.3	The Arbitral Tribunal must rule on an objection that it lacks jurisdiction as a preliminary question upon the objection being raised. It may rule on an objection that it exceeds the scope of its authority either as a preliminary question or in an award on the merits, as it deems just and convenient.

24.4	In addition to the jurisdiction to exercise the powers defined elsewhere in these Rules, the Arbitral Tribunal shall have jurisdiction to determine any question of law arising in the arbitration; proceed with the arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitral Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice that it intends to do so; and to receive and take into account such written or oral evidence as it shall determine to be relevant, whether or not strictly admissible in law.
Rule 24 (b) – Additional Powers of the Arbitral Tribunal	
24.5	<p>In addition to the powers conferred by the Act, the Arbitral Tribunal shall also have the power to:</p> <ul style="list-style-type: none"> • Allow any party, upon such terms (as to costs and otherwise) as it shall determine, to amend claims or counterclaims; • Extend or abbreviate any time limits provided by these Rules; • Conduct such enquiries as may appear to the Arbitral Tribunal to be necessary or expedient; • Order the parties to make any property or thing available for inspection; • Order any parties to produce to the Arbitral Tribunal, and to the other parties for inspection, and to supply copies of any documents or classes of documents in their possession, custody or power which the Arbitral Tribunal determines to be relevant; • Make orders or give directions to any party for interrogatories; • Make orders or give directions to any party for an interim injunction or any other interim measure; • Make such orders or give such directions as it deems fit in so far as they are not inconsistent with the Act or any statutory re-enactment thereof or such law which is applicable or these Rules.
24.6	If the parties so agree, the Arbitral Tribunal shall also have the power to add other parties (with their consent) to be joined in the arbitration and make a Single Final Award determining all disputes between them.
Rule 25 - Applicable Law, Amiable Compositeur	
25.1	Where the arbitration is a 'domestic arbitration' as defined in Rule 2, the Arbitral Tribunal shall decide the dispute in accordance with the substantive law for the time being in force in India.
25.2	Where the arbitration is an 'International Arbitration' as defined in Rule 2, the Arbitral Tribunal shall apply the law designated by the parties as applicable to

	the substance of the dispute. Failing such designation by the parties, the Arbitral Tribunal shall apply the law determined by the conflict of laws rules which it considers applicable.
25.3	The Arbitral Tribunal shall decide as amiable compositeur or ex aequo et bono only if the parties have expressly authorized it to do so and if the law applicable to the arbitral procedure permits such arbitration.
25.4	While deciding and making an award, the Arbitral Tribunal shall, in all cases take into account the terms of the contract and trade applicable to the transaction.
Rule 26 - Transmission of Case File to the Arbitral Tribunal	
26.1	The Registrar shall, as soon as practicable transmit to the Arbitral Tribunal, a file containing the Notice of Arbitration, the Response and all case statements to the Arbitral Tribunal with a request to proceed with the arbitration and the Arbitral Tribunal shall be deemed to have entered on the reference on the day on which the case have been dispatched to him, with intimation to the parties.
26.2	If the Claimant does not file all the requisite documents, papers, etc. or does not deposit the appropriate fees as per the Rules after having been given due opportunity for the purpose by the Registrar or the Arbitral Tribunal, the Registrar or the Arbitral Tribunal may dismiss/close the case on file for lack of pursual by the Claimant. Similarly, if the Respondent fails to produce any requisite documents, papers including the statement of defense or information or fails to deposit administrative fees, or arbitrators fees etc. after having been given due opportunity for the purpose by the Registrar or the Arbitral Tribunal, the Registrar or the Arbitral Tribunal may proceed further with the arbitration proceedings as per the Rules, notwithstanding such failure or refusal by the Respondent.
26.3	The Arbitral Tribunal shall as soon as practicable, after consultation with the parties, issue such orders and/or directions as are necessary for the conduct of the arbitration to conclusion, including a time table for steps to be taken in the arbitration and for the hearing of the arbitration
26.4	The time-table so fixed shall remain firm and binding on all concerned.
26.5	The Arbitral tribunal shall communicate the time- table to the registrar and also the time period for publication of the award.
26.6	Where there are two or more applications for arbitration by the Council and the issue involved in the dispute arises out of same transactions, the Registrar may, if he thinks proper to do so and with the consent of the Parties, fix the hearings of the disputes to be heard jointly or refer the applications to the same Arbitral Tribunal. The awards, however, shall be given separately in each case. Each case shall be treated as independent for all aspects, expects holding of joint arbitration proceedings.

Rule 27 - Notifications and/or Communications from the Registrar	
27.1	All applications which the parties desire to make to the Arbitral Tribunal and all notices to be given to the Parties before or during the course of arbitration or otherwise in relation thereto shall be made through and sent by the Registrar who shall communicate the orders and directions of the Arbitral Tribunal thereon to the Parties.
Rule 28 - Amendment of Claims, Etc.	
28.1	Amendments of the claim, defense statement, counter-claim or reply submitted to the Arbitral Tribunal must be formulated in writing by the Party so desiring. The Arbitral Tribunal will decide whether such amendments should be allowed or not. The Administrative fee and Arbitrator's fee (for each Arbitrator) shall get revised to the extent of increase for such additional claims/counter-claims. The party making such additional claim/counter-claim shall deposit the entire fees payable in respect of such increase of additional claim as set out in the schedule of fees in Rule 41
Rule 29 – Place of Arbitration.	
29.1	All the arbitrations proceedings shall be conducted at New Delhi where the arbitration is a ‘domestic arbitration’ as defined in Rule 2 or at any other place on the request of the parties or otherwise if approved by the Chairman and/ or the Secretary, CIAC.
29.2	Unless otherwise agreed by the parties, where the arbitration is an ‘International Arbitration’ as defined in Rule 2, the juridical seat of arbitration shall be Delhi or at any place outside India at the discretion of the chairman.
Rule 30 - Language of Arbitration	
30.1	Subject to any agreement by the parties, the Arbitral Tribunal shall, within 7 days after its appointment, determine the language or languages to be used in the proceedings. In the absence of agreement or determination, the language shall be English.
30.2	This determination shall apply to the entire arbitration proceedings, including but not limited to, the Statement of Claimant’s Case, the Statement of Respondent’s Defense, and any further written statements or other communications.
30.3	The Arbitral Tribunal, or if the Arbitral Tribunal has not been established, the Registrar, may order a party to submit a translation if a document is drawn up in a language other than the language(s) of the arbitration, which is English.

Rule 31 – Interpreters	
31.1	If required, one or both of the parties may appoint an interpreter with the leave of the Arbitral Tribunal.
31.2	The interpreter shall be independent of both parties and the party appointing the Interpreter shall pay for the interpreter’s fees.
31.3	If the interpreter is appointed by both parties, the fees will be shared by both parties in such proportion as the Arbitral Tribunal may determine.
Rule 32- Proceedings before the Arbitral Tribunal/Conciliation	
32.1	Optional Conciliation and /or Mediation The parties may opt for conciliation and/or Mediation and request the Arbitral Tribunal before the commencement of the arbitration proceedings unless they have already agreed otherwise, to settle their dispute through conciliation and/or Mediation as per Rules of Conciliation and/or Mediation of the Council, provided the dispute is settled within the time as laid down under Rule 44.8 of these Rules.
Rule 33 - Conduct of the Proceedings	
33.1	The Arbitral Tribunal shall have the widest discretion allowed by the Act to ensure the just, expeditious, economical and final determination of the dispute.
33.2	The Arbitral Tribunal shall not be bound by the Code of Civil Procedure, 1908 (5 of 1908) or the Indian Evidence Act, 1872 (1 of 1872).
33.3	In the absence of any specific provision in these Rules the parties are free to agree on the procedure to be followed by the Arbitral Tribunal in conducting its proceedings.
33.4	Failing any agreement referred to in - rule (33.3), the Arbitral Tribunal may conduct the proceedings in the manner it considers appropriate.
33.5	The power of the Arbitral Tribunal under – sub – rule 33.4 Includes the power to determine the admissibility, relevance, materiality and weight of any evidence.
33.6	The Arbitral Tribunal may, where necessary, secure agreement of parties to dispense with formal proof of documents, except in case of questioned documents.
Rule 34 - Communications between Parties and the Arbitral Tribunal	
34.1	Where the Arbitral Tribunal sends any written communication to one party, it

	shall send a copy to the other party or parties as the case may be.
34.2	Where a party sends any written communication (including Statements, expert reports or evidentiary documents) to the Arbitral Tribunal, the same shall be copied to the other party or all other parties, whichever is applicable, and show to the Arbitral Tribunal that the same has been so copied.
34.3	The addresses of the parties for the purpose of all communications during the proceedings shall be those set out in the Notice of Arbitration, or as either party may at any time notify the Arbitral Tribunal and the other party or parties, whichever is applicable.
34.4	All correspondence between the parties and the Arbitral Tribunal shall be copied to the Registrar.
Rule 35- Party Representatives	
35.1	At a hearing, a party shall be entitled to appear through counsel, attorney, advocate or a duly authorized adviser or representative or personally. However, where the dispute is purely of a commercial nature, the parties shall have no right to be represented by lawyers except where, having regard to the nature or complexity of the dispute, the Arbitral Tribunal considers it necessary in the interest of justice that the parties should be allowed to be represented by counsel, attorney or advocate.
Rule 36 – Hearing/ Adjournment	
Rule 36 (a) – Hearings	
36.1	<p>Unless the parties have agreed on documents-only arbitration, the Arbitral Tribunal shall hold a hearing for the presentation of evidence by witnesses, including expert witnesses, or for oral submissions.</p> <p>The Arbitral Tribunal shall, as far as possible, hold oral hearings for the presentation of evidence or for oral argument on day-to-day basis, and not grant any adjournments unless sufficient cause is made out, and may impose costs including exemplary costs on the party seeking adjournment without any sufficient cause.</p>
36.2	The Arbitral Tribunal shall fix the date, time and place of any meetings and hearings in the arbitration, and shall give the Parties reasonable notice thereof.
36.3	Prior to the hearing, the Arbitral Tribunal may provide the Parties with a list of matters or questions to which it wishes them to give special consideration.
36.4	In the event that a party to the proceedings without sufficient cause, fails to appear at a hearing of which the notice has been given, the Arbitral Tribunal may proceed with the arbitration and may make the Award after the party present has

	submitted evidence to prove its case.												
36.5	All meetings and hearings shall be in private unless the parties agree otherwise.												
Rule 36 (b) Request for Adjournments													
	<p>No adjournment will be entertained for any case fixed for arbitration by the Registrar, because such dates are fixed by the arbitral tribunal with the consent of both the parties. Any adjournment if allowed leads to delay the finalization of arbitration. Requests of adjournment by any party in the arbitration case are against law established by the Supreme Court. In a recent judgment Supreme Court has warned and directed the judges for not allowing adjournments, in the court cases in future for early justice.</p> <p>Moreover, in the interest of natural justice and under extra ordinary circumstances, adjournments of the fixed hearing may be required. Therefore, any party seeking adjournment in date & /or time fixed for the arbitration proceedings shall make a written request, supported by sufficient and cogent reasons and necessary documents, if any, at least 15 days prior to the date for which such adjournment is sought along with costs by way of Demand Draft in the name of CIAC for a sum of Rs. 5,000/- as Compensation Fee to the Registrar. The Arbitral Tribunal may accede to such request after recording its reasons in writing.</p> <p>If a request for adjournment could not be made at least 15 days prior to the date for which it is sought, then the same may be entertained only if it is made in writing and supported by sufficient and cogent reasons and necessary documents, subject to payment of costs as given below:</p> <table><tr><th>Sl. No</th><th>Adjournment Requested</th><th>Compensation Cost</th></tr><tr><td>1.</td><td>14 to 12 days (both days inclusive) prior to fixed date.</td><td>5,500/-</td></tr><tr><td>2.</td><td>11 to 9 days (both days inclusive) prior to fixed date.</td><td>6,000/-</td></tr><tr><td>3.</td><td>8 to 5 days (both days inclusive) prior to fixed date</td><td>7,500/-</td></tr></table> <p>Provided that no request for adjournment shall be entertained 4 days before the scheduled date, unless supported by special or exceptional reasons or in cases of emergency. The percentage of additional costs may be decided by the Chairman in such cases, including the power to exempt the imposition of additional costs, original costs to remain unaffected. In all such cases the chairman shall record special reasons in writing.</p> <p>The Chairman may, for reasons to be recorded in writing, exempt a party from depositing costs for seeking adjournment or may reduce the amount of costs. For removal of doubts, it is clarified that the Arbitral Tribunal may, in addition to</p>	Sl. No	Adjournment Requested	Compensation Cost	1.	14 to 12 days (both days inclusive) prior to fixed date.	5,500/-	2.	11 to 9 days (both days inclusive) prior to fixed date.	6,000/-	3.	8 to 5 days (both days inclusive) prior to fixed date	7,500/-
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	the above costs payable to the CIAC, determine costs, if any, payable by the party seeking adjournment to the opposite party(s).
Rule 37 - Documents-only Arbitration	
37.1	The dispute may be decided without an oral hearing if it is so agreed by the parties.
37.2	Where the parties agree to dispense with oral hearing, the Arbitral Tribunal must be promptly informed by either of the parties, as soon as is practicable. The Arbitral Tribunal must also be promptly informed if, at a later stage, the parties or either of them intends to apply for an oral hearing.
37.3	<p>Fast Track Arbitration:</p> <p>The Parties may opt for Fast Track Arbitration and request the Arbitral Tribunal, with an agreement in form “B” before the commencement of the arbitration proceedings to decide the reference within a fixed time frame of 6 months or according to the Fast Track Arbitration procedure, as under:</p> <p>(1) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.</p> <p>(2) 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 hearings.</p> <p>(3) 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.</p> <p>(4) An oral hearing may be held if both the parties make a joint request or if the Arbitration tribunal considers an oral hearing necessary in any particular case.</p> <p>(5) If an oral hearing is held, the arbitral tribunal may dispense with any technical formalities and adopt such procedure as it deems appropriate and necessary for economic and expeditious disposal of the case.</p>
Rule 38 – Witnesses	
38.1	The Arbitral Tribunal may require each party to give notice of the names and designations of the witnesses it intends to call.
38.2	No party shall call any expert witness without the leave of the Arbitral Tribunal.
38.3	Any witness who gives evidence may be questioned by each party or its

	representative subject to any rulings made by the Arbitral Tribunal.
38.4	A witness may be required by the Arbitral Tribunal to testify under oath or affirmation.
38.5	Subject to such order or direction which the Arbitral Tribunal may make, the testimony of witnesses may be presented in written form, either as signed statements or by duly sworn or affirmed affidavits.
38.6	Any party may require a witness to attend an oral examination at a hearing. If the witness fails to attend, the Arbitral Tribunal may place such weight on the written testimony as it thinks fit, or may exclude it altogether.
38.7	The Arbitral Tribunal shall determine the admissibility, relevance, materiality and weight of the evidence given by any witness.
Rule 39 - Experts Appointed by the Arbitral Tribunal	
39.1	<p>Unless otherwise agreed by the parties, the Arbitral Tribunal may:</p> <ul style="list-style-type: none"> a. appoint one or more experts to report to the Arbitral Tribunal on specific issues; <li style="padding-left: 40px;">b. requires a party to give any such expert, any relevant information or to produce, or to provide access to, any relevant documents, goods or property for inspection by the expert.
39.2	Unless otherwise agreed by the parties, if a party so requests or if the Arbitral Tribunal deems it fit, the expert shall, after delivery of his written or oral report, participate in an oral hearing, at which the parties may question him and present expert witnesses in order to testify on the points at issue.
39.3	Rule 39.2 Shall not apply to an assessor appointed by agreement of the parties, or to an expert appointed by the Arbitral Tribunal to advise solely in relation to procedural matters.
Rule 40 - Closure of Hearings	
40.1	The Arbitral Tribunal may inquire of the parties if they have any further proof to offer or witnesses to be heard or submissions to make and, if there are none, declare the hearings closed.
40.2	The Arbitral Tribunal may also, in view of exceptional circumstances, re-open the hearings at any time before the award is made.
40.3	The arbitral Tribunal may, if it considers it necessary owing to exceptional circumstances, decide on its own initiative or upon application of a party, to re-open the hearings at any time before the award is made with proper intimation to

	the parties and the exceptional circumstances which warranted him (Arbitral Tribunal) to re-open the hearing.
40.4	After the conclusion of evidence and hearing, the arbitral tribunal shall made an award & submit to the CIAC for Review. The Arbitral Tribunal finalize the award in Light of the observations of the CIAC – Review Board, shall fix a date in the presence of the parties, for pronouncement of the award provided both the parties have paid the arbitration cost into two and after obtaining the report from the registrar.
Rule 41- Deposits to Costs and Expenses	
41.1	The Arbitral Tribunal's Fees and CIAC's Administrative Fees shall be ascertained in accordance with the Schedule of Fees with these Rules in force at the time of commencement of the arbitration.
41.2	The Registrar may require the parties before transmission of the case to the Arbitral Tribunal to deposits in advance the arbitration cost i.e Administrative Fee & Arbitration Fee with CIAC as required under Rule 41.3
41.3	No dispute of the claimant shall be referred to the respondent for response till the arbitration cost of one – half of the fee payable as required is deposited with the CIAC. The Respondent shall also deposit with the CIAC one-half of the fees payable at the time of filing the Statement of Respondent's Defence and Counterclaim (if any). The balance of fees payable shall be paid 60 days before the date of the final hearing or on such other date that the Registrar may direct.
41.4	The Claimant shall deposit with the CIAC one-half of the fees payable at the time of filing of the notice for the arbitration along with Statement of Case.
41.5	When one of the Parties neglects or refuses to make the deposit, the Registrar or the arbitral tribunal, as the case may be, may require such deposit whether in relation to a claim or a counter-claim, to be made by the other Party to the dispute (Claimant or Respondent as the case may be).
41.6	The Registrar may from time to time direct parties to make one or more deposit(s) towards any further expenses incurred or to be incurred on behalf of or for the benefit of the parties
41.7	All deposit(s) shall be made to and held by the CIAC. No payment shall be released to the arbitrators directly by the parties. Any interest which may accrue on such deposit(s) shall be retained by the CIAC. Any deposit made in excess shall be refunded to such of parties as the arbitral tribunal may direct with any interest.
41.8	If a party fails to make the payments or deposits required or directed, the Arbitral Tribunal may refuse to hear the claims or counterclaims, whichever is applicable, by the non-complying party, although it may proceed to determine claims or

	counterclaims by any party who has complied with orders.
41.9	The parties shall remain jointly and severally liable to the CIAC for payment of all such fees and expenses until they have been paid in full even if the arbitration is abandoned, suspended or concluded, by agreement or otherwise, before the final Award is made.
41.10	Where the arbitration proceedings under an adhoc arbitration or under the rules of arbitration of any other arbitral organization or otherwise are administered by the CIAC wholly or in respect of some matters arising out of such arbitration, the Council may charge an appropriate fee for such administration and other services.
41.11	The amount of interest, whenever specified, will be included in the claim amount for the purpose of calculation of arbitrator's & administrative fee. Further, claims and counter-claims referred for arbitration shall be taken into consideration separately for the purpose of calculation of arbitrators as well as administrative fee under CIAC Rules. In case no interest is claimed at the time of submission of claims prior to commencement of arbitration if any, the same shall not be maintainable there after by the party either on claims or counter claims, the same shall be considered as waived out by the party from the due date till the commencement of the Arbitration.
41.12	Where the amount of the claim or the counterclaim is not quantifiable at the time payment is due, the Registrar will make a provisional estimate. The fees will be adjusted in the light of such information as may subsequently become available
41.13	The amount of the claim shall be stated in the application by the party applying for arbitration. If the amount is stated in a currency other than the rupee, it shall be converted into Rupees, at the current official rate of exchange.
Rule 41 A – Fees and Expenses	
41A.1	<p>The fees, costs and expenses incidental to the reference and the award shall include the following:</p> <p>(a) Registration Fee The Registration fee shall be payable with regard to the amount in dispute in each case as hereunder. The registration fee shall not be refunded and becomes the property of the Council.</p> <p>(a) Rs. 10,000/- for claim less than Rs. one crore (b) Rs. 20,000/- for claim more than Rs. one crore</p> <p>(b) Administrative Fee and Arbitrator's Fee The Administrative Fee (CIAC) and Arbitrator's fee (for each arbitrator) will be fixed separately with regard to the amount in dispute including amount of</p>

	interest claimed up to the date of commencement in each case, and shall be ascertained in accordance with the schedule of fees, as annexed with these rules in force at the time of commencement of arbitration.
41A.2	The arbitral tribunal shall be entitled to allow fees and expenses of witnesses, expenses connected with the selection and carriage of sample and examination of goods, Licensed Measure's Department charges, conveyance, hire, cost of legal or technical advice or proceedings in respect of any matter arising out of the arbitration incurred by the arbitral tribunal, and any other incidental expenses and charges in connection with or arising out of the reference or award as the arbitral tribunal shall, in its absolute discretion, think fit.
41A.3	<p>The CIAC will be entitled to receive a Special Fee of Rs. 5,000/- per hearing for providing facilities of hearing rooms, for arbitration hearings and secretarial assistance etc. at the arbitration hearing.</p> <p>(a) Notwithstanding the provisions in Sub-Rule 41A.1 of this Rule, the Chairman of the CIAC may prescribe the Arbitrator's fee, expenses and the Administrative fee of the Council at a figure higher than those prescribed in the said Sub-Rules, if in the exceptional circumstances of the case this appears to be necessary.</p> <p>(b) Notwithstanding the provision in Sub-Rule 41A.1 hereinabove, in arbitration cases to which Rule 26.6 applies, the Arbitrator's fee and the Administrative fee of the CIAC will be fixed by computing the fee applicable to larger claim in addition to 60% of the applicable fees of all claims being tried jointly. Provided that the Chairman will have the power to prescribe the Arbitrator's Fee and Administrative Fee under this Sub-Rule in any other manner, having regard to the nature and facts of the matters under reference.</p>
41A.4	In the event any foreign national is appointed as an arbitrator, the Registrar in consultation with the Chairman, shall be entitled to fix additional fee for travelling & out of pocket expenses, over and above what has been prescribed under Rule 41, 41A, 41B, 41C, & 41D for such arbitrators.
41A.5	CIAC's Administrative fee, Arbitrator Fee & Appointment of an arbitrator from the penal of CIAC's Arbitrators are given in Annexure (X ₁ , X ₂ & X ₃), (Y ₁ , Y ₂ & Y ₃), (Z ₁ , Z ₂ & Z ₃) & (F ₁ , F ₂ & F ₃) for the period applicable w. e. f. 14.6.2006, 1.4.2011 & 1.9.2013 & 1.1.2016 till further amendment respectively.
Rule 41 B - Travelling & Other Expenses	
41B.1	The arbitrator may be paid an amount of Rs. 1,000/- towards local conveyance for attending one or more arbitration hearing per day in the city of his residence where the place of hearing is same. 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.
41.B.2	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/- per day 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 Registry officials will be of those applicable to arbitrators.
41 B.3	The cost to be incurred on payment of expenses referred to in rule 41B.2 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 third arbitrator or sole arbitrator appointed by the CIAC 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.
Rule 41 C – Fee Structure for Conduct of Arbitration Proceedings	
41C.1	Fee structure for conduct of arbitration proceedings shall be @ Rs. 5000/- + GST or any charge/tax levied by the Govt. Subsequently per hearing, (which shall include, the room hiring charges, secretarial assistance, tea & biscuits & other allied services) connecting with the record of arbitration proceedings.
41C.2	Lunch (Vegetarian) on demand, will be arranged separately and charged @ Rs. 300/- per person.
41C.3	In case of any change in venue other than the CIAC, the travelling expenses (to and from) and other administrative charges of the CIAC representative shall be borne by the concerned parties @ Rs. 2000/- per hearing. Out station travel be on actual.
Rule 41 D – Settlement of Disputes & its Impact on Arbitration Fee	
41D.1	If the arbitration is settled or disposed off without hearing, but after the appointment of an arbitral tribunal, the amount of the Tribunals' fees and CIAC's administrative fees shall be finally determined by the Registrar, who will have regard to all the circumstances of the case, including the stage of proceedings at which the arbitration is settled or otherwise disposed off.
41D.2	If the arbitration is settled before the appointment of arbitral tribunal, the amount of CIAC's administrative fees shall be finally determined by the Registrar, which shall be payable by the claimant or equally shared by both the parties if

	there are counter claims of the respondent.
41D.3	If a case has been filed with the CIAC & the arbitrator has been appointed, even if there is no hearing, then in any case arbitration cost shall be paid by the claimant or equally shared by both the parties if there are counter claims of the respondent, as decided by the Registrar with prior approval of the Chairman.
41D.4	If private settlement is done between the claimant & the respondent during the arbitration proceedings, the claimant is liable to pay arbitration cost in full.
	<p>. NB: - GST or any tax levied by the Govt. in future shall be applicable, payable by both the parties on the arbitration cost at the rate notified by the Govt. from time to time.</p> <p>No TDS should be deducted, as the CIAC is exempted under section 2A of the Income Tax Act.</p>
Rule 42.0 - Return of Documents	
42.1	Unless required to be filed in a court of law, the Arbitral Tribunal shall have full discretion to retain/ 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 as the Arbitral Tribunal may impose.
Rule 43 - Decision Making by the Arbitral Tribunal	
43.1	Where an Arbitral Tribunal has been appointed, any direction, order, decision or award of the Arbitral Tribunal must be made by the whole Arbitral Tribunal or a majority. If an arbitrator refuses or fails to sign the Award, the signatures of the majority shall be sufficient, provided that the reason for the omitted signature is stated.
43.2	If there is no unanimity or majority, the same shall be made by the presiding arbitrator alone as if acting as a sole arbitrator.
43.3	However, in the case of a three-member Arbitral Tribunal the presiding arbitrator may, after consulting the other arbitrators, make procedural rulings alone.
Rule 44 – Making of Award	
44.1	Unless the Registrar extends the time or the parties agree otherwise, the Arbitral Tribunal shall make its Award in writing within 30 days from the date on which the hearings are closed and shall state the reasons upon which its award is based. The award shall contain the date and the place of arbitration and shall be signed by the arbitrator or arbitrators.
44.2	The Arbitral Tribunal may make interim awards or separate awards on different issues at different times. While making Such an award the arbitrator shall ensure that there is no undue benefit to either of the party and the award so made is within the claim amount of the party to whom the interim award is

	made. All such awards shall be issued through the Registrar CIAC. As amended on 31.07.2014
44.2A	Sole Arbitrator / Arbitral Tribunal shall submit the draft Award to the Registrar for Review by the “Draft Award Review Committee” of the Institution, which shall consist of committee having 3 Members- Secretary, Registrar and any one member from the Board of Governors of the CIAC (To be nominated by the chairman, CIAC). Thereafter, the Sole Arbitrator/ Arbitral Tribunal shall finalize the award considering the observations of the “Draft Award Review Committee” and the provision of the. Arbitration & Conciliation Act. 1996 with up to date amendment Draft Award / Final Award Shall be kept confidential till the same is issued by the Registrar. As amended on 31.07.2014
44.3	All awards including the interim awards must be submitted by the Arbitral Tribunal to the Registrar and they shall be issued through the Registrar.
44.4	The Arbitral Tribunal must deliver to the Registrar number of originals of the award sufficient for the parties and for filing with the Registrar.
44.5	The Registrar shall release the award to the parties only upon receipt of sufficient deposits to cover the fees and expenses due to the Arbitral Tribunal and to the CIAC.
44.6	By agreeing to have arbitration under these Rules, the parties undertake to carry out the award without delay.
44.7	No award shall be made by the Arbitral Tribunal unless the case of the party applying for arbitration has been brought to the notice of the other party and until after the lapse of such specified time within which he has been asked to submit his defense statement under Rule 9.
44.8	The Arbitral Tribunal shall make the award as expeditiously as possible, preferably within six months, from the date of the reference if the claim amount exceeds 1 crore and within a period of 4 months, where the claim amount is less than 1 crore subject to a maximum limit of one year from the date on which Arbitral Tribunal entered into reference in terms of Rule 26.1. The Arbitral Tribunal only in case of extreme necessity, may request the Registrar to extend the time to make the award and the Registrar may in consultation with the Chairman CIAC, extend such time for a period not exceeding one year, if such request is found to be reasonable and necessary.
44.9	The arbitral award shall state the reasons upon which it is based, unless: <ul style="list-style-type: none"> (i) The parties have agreed that no reasons are to be given, or (ii) The award is an arbitral award on agreed terms.
44.10	The arbitrators constituting the Arbitral Tribunal or the Presiding Arbitrator where ever applicable, shall sign the award and the Registrar shall give notice in writing to the Parties of the making and signing thereof and of the amount of fees & charges payable in respect of the arbitration and the award. The arbitrators fee

	shall be payable by the CIAC on receipt of the award and requisite deposit made by the parties.
44.11	<p>Issue of Award.</p> <p>(a) 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 have been fully paid to the CIAC by the parties or by one of them.</p> <p>(b) The Registrar may require either Party to notify him of the compliance with the award.</p> <p>(c) The Arbitral Tribunal and the Registrar of the CIAC shall assist the parties in complying with any formalities that may be necessary for the enforcement of the award or for other purposes.</p> <p>(d) CIAC may print, publish or otherwise circulate any award made under its rules or under its auspices, in any arbitration journal, magazine, report, etc. for the purpose of creating arbitration jurisprudence or precedents for the benefit and guidance of future arbitrations.</p> <p>No party to the arbitration shall have any objection to the publication of awards as above provided that the names and addresses of any Party to the dispute will be omitted from such publication and its identity duly concerned if so desired by such party.</p>
44.12	Additional copies of the award certified true by the Registrar shall be made available to the parties but to no one else, at all times at request and on payment as fixed by the Registrar.
44.13	A party shall in all things abide by and obey the award which shall be binding on the Parties and their respective representatives, notwithstanding the death of any party before or after the making of the award and such death shall not operate as revocation of the submission or reference. The award made by the arbitrators/s shall be final and binding on the Parties.
Rule 45 – Additional Award	
45.1	Within 30 days after the receipt of the award, either party with notice to the Registrar and the other party may request the Arbitral Tribunal to make an additional award as to claims presented in the arbitral proceedings but omitted from the award.
45.2	If the Arbitral Tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall notify all the parties within 7 days of the receipt of the request, that it will make an additional award, and complete the additional award within 60 days after the receipt of such request.
Rule 46 – Correction of Awards	
46.1	Within 30 days of receiving an Award, unless another period of time has been agreed upon by the parties, a party may by notice to the Registrar and the other

	party request the Arbitral Tribunal to correct in the Award, any errors in computation, any clerical or typographical errors or any errors of similar nature in the award.
46.2	If so agreed by the parties, with notice to the other party, may request the Arbitral Tribunal to give an interpretation of a specific point or part of the Award. If the Arbitral Tribunal considers the request to be justified, it shall make the correction(s) within 30 days of receiving the request. Any correction shall be notified in writing to the parties and shall become part of the Award.
46.3	The Arbitral Tribunal may correct any error of the type referred to in Rule 46.1 on its own initiative within 30 days of the date of the Award
46.4	The Arbitral Tribunal may extend, if necessary, the period of time within which it shall make a correction, give an interpretation or make an additional award under rule.
46.5	Section 44 shall apply to a correction or to an additional arbitral award made under Rule 46 & Rule 45 of CIAC.
Rule 47 – Settlement	
47.1	If, before the Award is made, the parties agree on a settlement of the dispute and the Arbitral Tribunal is satisfied that such agreement is genuine and not to defeat the purpose of any law, the Arbitral Tribunal shall either issue an order for the termination of the arbitral proceedings or, if requested by both parties and accepted by the Arbitral Tribunal, record the settlement in the form of an arbitral award on agreed terms. The Arbitral Tribunal is not obliged to give reasons for such an award. The Arbitral Tribunal shall make the award on the basis of the documents evidence, etc filed before it by the parties.
47.2	<p>The parties shall:</p> <ul style="list-style-type: none"> a. Notify to the Arbitral Tribunal and the Registrar immediately if the arbitration is settled or otherwise terminated; b. Make provision in any settlement for payment of all the costs of the arbitration and fees and expenses due to the CIAC and the Arbitral Tribunal
47.3	If the continuation of the arbitral proceedings becomes unnecessary or impossible for any reason not mentioned in Rule 47.1, before the award is made, the Arbitral Tribunal shall inform the parties of its intention to issue an order for the termination of the proceedings. The Arbitral Tribunal shall have the power to issue such an order unless a party raises justifiable grounds for objection.
47.4	Copies of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the Arbitral Tribunal, shall be communicated by the Arbitral Tribunal to the parties through the Registrar.
47.5	An arbitral award on agreed terms shall have the same status and effect as any other arbitral award on the substance of the dispute.

Rule 48 – Interest	
48.1	<p>(a) Unless otherwise agreed by the parties, where and in so far as an arbitral award is for payment of money, the Arbitral Tribunal may include in the sum for which the award is made interest, at such rate as it deems reasonable, on the whole or any part of the money, for the whole or any part of the period between the date on which the cause of action arose and the date on which the award is made.</p> <p>(b) “Guidelines for Determination of Interest Award for Dispute Resolution in Construction Industry by Arbitrators” shall be considered by the Arbitrators, while making award by the Arbitrators. As amended by the CIAC and incorporated in the Rules.</p>
Rule 49 – Costs	
49.1	The Arbitral Tribunal shall specify in the final Award, the costs of the arbitration and decide which party shall bear them and in what proportion they shall be borne, w. r. t. the CIAC – Rules laid in CIAC Manual.
49.2	<p>1. <u>In this Rule, “costs of the arbitration” shall include:</u></p> <ol style="list-style-type: none"> The fees and expenses of the Arbitral Tribunal and the administration fees of the CIAC as determined by the Registrar in accordance with the Schedule of Fees; The costs of Arbitral Tribunal appointed experts or of other assistance rendered; and All expenses which are reasonably incurred by the CIAC in connection with the arbitration. Cost of Courts and witnesses, Legal fees & expenses Any other expenses incurred in connection with the arbitral or Court proceedings and the arbitral award. <p>2. <u>If the Arbitral Tribunal decides to make an order as to payment of costs.</u></p> <ol style="list-style-type: none"> the general rule is that the unsuccessful party shall be ordered to pay the costs of the successful party; or the Court or arbitral tribunal may make a different order for reasons to be recorded in writing. <p>(3) In determining the costs, the Arbitral Tribunal shall have regard to all the circumstances, including—</p> <ol style="list-style-type: none"> the conduct of all the parties; whether a party has succeeded partly in the case; whether the party had made a frivolous counter claim leading to delay in the disposal of the arbitral proceedings; and whether any reasonable offer to settle the dispute is made by a party and refused by the other party.

	<p>(4) The Arbitral Tribunal may make any order under this section including the order that a party shall pay—</p> <ul style="list-style-type: none"> (a) a proportion of another party's costs; (b) a stated amount in respect of another party's costs; (c) costs from or until a certain date only; (d) costs incurred before proceedings have begun; (e) costs relating to particular steps taken in the proceedings; (f) costs relating only to a distinct part of the proceedings; and (g) interest on costs from or until a certain date. <p>(5) An agreement which has the effect that a party is to pay the whole or part of the costs of the arbitration in any event shall be only valid if such agreement is made after the dispute in question has arisen.</p>
49.3	The Arbitral Tribunal has power to order in its Award, that all or part of the legal or other costs (such as legal fees and expenses, costs incurred in respect of party appointed experts etc) of one party shall be paid by the other party.
Rule 50 - Filing of Award	
50.1	The Arbitral Tribunal shall at the request of any of the Parties to the proceedings or of any person claiming under a Party or if so directed by the Court and upon payment of fees and charges due in respect of the arbitration and award and of the costs and charges of filing the award, cause the award or a signed copy thereof together with the deposition or documents which may have been taken and proved before it to be filed before the Court.
50.2	A fee of Rs. 2,000/- plus incidental expenses at actuals in addition to the court fees, on the scale for the time being in force is payable by the party requiring the award to be filed.
Rule 51 - Stamp Duties	
51.1	Stamp duties is to be paid by the party, in whose favour the award has been made in accordance with the scale of stamp duties prevailing at the time the award is made.
Rule 52 - Copies of Proceedings	
52.1	No party is entitled as of right to copies of proceedings before the Arbitral Tribunal. In case the Registrar is required to furnish copies of depositions and/or documents which have been taken or proved before the arbitrator, a charge as demanded by the Registrar shall be paid by the party requiring such copies.
52.2	The Registrar shall, upon the written request of a party, furnish to such party at his expense certified facsimile of any documents filed in the arbitration proceedings.
Rule 53 - Cases Withdrawn or Terminated	
53.1	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.
53.2	If the arbitration is terminated by the act or default of any parties after constitution of the Arbitral Tribunal and before the award is made, any fee, charges, deposited by the Parties shall not be refunded.
Rule 54 - Indemnity of Secretariat and Arbitrators	
54.1	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.
54.2	If the arbitration is terminated by the act or default of any parties after constitution of the Arbitral Tribunal and before the award is made, any fee, charges, deposited by the Parties shall not be refunded.
Rule 55 - Waiver	
55.1	A party which is aware of non-compliance with these Rules and yet proceeds with the arbitration without promptly stating its objection in writing to such non-compliance shall be deemed to have waived its right to object.
Rule 56 – Confidentiality	
56.1	The parties and the Arbitral Tribunal must at all times treat all matters relating to the arbitration (including the existence of the arbitration) and the award as confidential. A party or any arbitrator must not, without the prior written consent of the other party or the parties, as the case may be, disclose to a third party any such matter except: <ul style="list-style-type: none"> a. for the purpose of making an application to any competent court; b. for the purpose of making an application to the courts of any State to enforce the award; c. Pursuant to the order of a court of competent jurisdiction; d. in compliance with the provisions of the laws of any State which is binding on the party making the disclosure; or e. in compliance with the request or requirement of any regulatory body or other authority which, if not binding, nonetheless would be observed customarily by the party making the disclosure.
56.2	The CIAC may publish any award made under these Rules in any form provided that the names or identities of the parties shall not be disclosed without the written consent of all the parties to the dispute.
Rule 57 - Exclusion of Liability	
57.1	The Arbitral Tribunal, the Chairman, the CIAC and any of its officers, employees

	or agents shall not be liable to any party for any act or omission in connection with any arbitration conducted under these Rules.
57.2	After the Award has been made and the possibilities of correction and additional Awards have lapsed or been exhausted, neither the Arbitral Tribunal nor the Chairman shall be under any obligation to make any statement to any person about any matter concerning the arbitration, and no party shall seek to make any arbitrator or the Chairman or the CIAC and any of its officers a witness in any legal proceedings arising out of the arbitration.
Rule 58 - General Provisions	
58.1	In all matters not expressly provided for in these Rules, the Chairman, the Registrar and the Arbitral Tribunal shall act in the spirit of these Rules and shall make every reasonable effort to ensure the just, expeditious and economical conclusion of the arbitration.
58.2	The Registrar may from time to time issue Practice Notes on the implementation of these Rules.
Rule 59 - Amendment to Rules	
59.1	These Rules may from time to time be amended by the Chairman in consultation with Board of Governors.

**UNDERTAKING OF THE PARTIES FOR RESOLVING THE
DISPUTE TO BE SIGNED BY PARTIES**

We hereby agree & undertake that disputes or differences, which (give details) vide agreement No _____ dated _____ to have arisen between us in respect of our contract _____ be resolved by arbitration in accordance with the Rules of Construction Industry Arbitration Council (CIAC). It is added that the claims have taken the shape of dispute.

In Witness whereof, this Agreement has been signed on this _____ Day of _____ Month of (year) at by:

1. _____ for and on behalf of _____.

2. _____ for and on behalf of _____.

Arbitration Council

(An Arbitration Council established for resolution of Construction and Infrastructure related disputes)

801, (8th Floor), Hemkunt Chambers, 89, Nehru Place, New Delhi-110019
Tel.: +91-11-26489992, 41619840-42, 41617971* Fax: +91-11-26451604
Email: mail@ciac.in * www.ciac.in

Model Agreement for Fast Track Arbitration

- This agreement is between(name and address of the initiating party) and(name and address of the other party or parties).
- In the matter relating toThe parties to this Agreement agree as follows:

WHEREAS the parties desire to resolve their disputes by the Construction Industry Arbitration Council following its Fast Track Arbitration.

WHEREAS the parties hereby undertake to dispense with the requirement of oral evidence and agree that the Arbitration Proceedings be held on the basis of documents only.

WHEREAS the parties hereby waive their right to present oral evidence and agree that the award made by the Arbitral Tribunal following the Fast Track Arbitration of the Construction Industry Arbitration Council shall be final and binding on the parties.

AND WHEREAS the parties hereby undertake to strictly adhere to the time schedule drawn up for hearing under the Fast Track Arbitration.

IN WITNESS WHEREOF, this agreement has been signed on thisDay ofMonth of(Year)atby:

1.for and on behalf of
2.for and on behalf of



Construction Industry Arbitration Council

(An Arbitration Council established for resolution of Construction and Infrastructure related disputes)

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 Email: mail@ciac.in * www.ciac.in

Form for Empanelment as Arbitrator on CIAC's Panel

- First NameMiddle Name.....Surname
- Age & Date of BirthNationality
- Personal Address.....
- CityPinStateRegion
- Telephone with STD CodeMobile No.....Tele fax
- E-mailWebsite
- Education Qualification
- Technical Qualification
- Subject of Specialisation
- Present Occupation.....
- Business Address (Including Company or Firm Name where applicable)

- Telephone with STD CodeMobile No.....Tele fax.....
- E-mailWebsite.....

- **Membership of: -**

- Professional Bodies

- Arbitration Council/Centers

- **Professional Experience: -**

Arbitration/Mediation Training: -

S.No.	Training Course	Training Organization	Training Period	National/ International

- **Arbitration /Mediation Experience: -**

Number of Cases as a Sole/Co-Arbitrator/Mediator

Number of Cases as a Counsel /Expert witness

Field (s) Experience.....

.....

.....

- **Name of ADR Courses/Seminars/Conferences Participated: -**

S.No.	Name of Seminar	Name of Organizer	Period

• **Details of Publication if any: -**

.....

.....

.....

Mention category for Empanelment As arbitrator/Mediator (Please √)

- | | | | |
|--|--------------------------|----------------------|--------------------------|
| 1. Judges | <input type="checkbox"/> | 5. Businessmen | <input type="checkbox"/> |
| 2. Engineers | <input type="checkbox"/> | 6. Foreign National | <input type="checkbox"/> |
| 3. Advocates | <input type="checkbox"/> | 7. Other Specialists | <input type="checkbox"/> |
| 4. Chartered Accountants/Financial Experts | <input type="checkbox"/> | | |

Undertakings: -

- a) I agree to abide by the Rules of Arbitration of the CIAC including Guidelines
- b) I shall take up and complete the arbitration assigned to me with utmost diligence and expedition
- c) All arbitrators being of equal status, I shall not object of my appointment as arbitrator in a particular case on the basis of my previous status or that of any appointed arbitrator.
- d) I note that my name will be deleted from the Panel as soon as I attain 80 years of age or up-to the extended period by chairman, CIAC.
- e) I declare that above particulars furnished are true & correct.
- f) I have not been convicted or charged of any offence or any criminal investigation or vigilance enquiry pending against me.
- g) I am eligible for empanelment as Arbitrator/Mediator as per CIAC's Rule.

Signature of the Applicant

Broad Categories of Qualifications and Experience etc. for the Empanelled Arbitrators: -

(i). Judges: -

Honorably Retired as Judges of the Supreme Court or any of the High Courts and have made judicial pronouncements in some arbitration cases.

(ii). Engineers, Chartered Engineers etc.: -

(a) Honorably retired not below the rank of Chief Engineer in Central Govt. /State Govt. /Local Bodies/Underselling & /or of any other Govt. Deptt.

(b) Chartered Engineers having specialization of Engineering, Construction contracts and work in at least Twenty Five (25) years such as Valuation of Buildings and Urban Laws, designing of building, building construction, architectural or structural designing of building, projects, dam, Govt. Contracts etc. and at least ten (10) years' experience in conduct of arbitration cases, law and procedure.

(iii) Advocates: -

Practicing in the Supreme Court or at the level of the High Court for at least Twenty Five (25) years with at least Ten (10) years experience in arbitration matters and knowledge of corporate laws particularly Arbitration and Contract Law and Arbitration Procedures.

(iv). Chartered Accountants: -

Chartered Accountants/ Chartered secretaries with at least Twenty-Five (25) years' experience and knowledge in the profession and at least Ten (10) years' experience in conduct of arbitration cases, law & procedures.

(v). Businessmen: -

Company directors and other persons with outstanding reputation and experience in domestic or international trade for at least Twenty Five (25) years and at least ten (10) years' experience in the Arbitration Law & Procedure.

(vi). Foreign National: -

Suitable persons of nationalities other than Indian resident in India or abroad who have adequate knowledge and to least 25 Years' experience and at least fifteen years' experience in commercial and arbitration procedures in any of the above categories.

(vii). Other Specialists: -

Persons having Twenty Five (25) Years' experience in any other specialized areas and have at least ten (10) years' experience in the Arbitration Law & Procedure.

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Tel.: +91-11-4161 9840- 41, 416 17971* Fax: +91-11-26451604

Email: ciacjune2006@gmail.com * www.ciac.in

Form for Empanelment of Arbitrators on CIAC's Panel **Under "Grand Father" Category**

1.0 Personal Date

1.1 Name.....Mr/ Ms.....

1.2 Age & Date of BirthNationality

1.3 Father's/ Husband's Name.....

1.4 Permanent Address.....

• CityPinStateRegion

1.5 Telephone with STD CodeMobile No.....Tele fax

1.6 E-mailWebsite

2.0 Qualifications (Graduation onwards)

2.1 Education Qualifications

2.2 Technical Qualification

2.3 Subject of Specialization

3.0 Present Occupation

3.1 In Case of Govt. Service

• Present post and/ or post on Retirement.....

• Department with address.....

3.2 Company/ Firm/ Business

• Present post and/ or post on Retirement.....

• Nature of work

• Business Address (Including Company or Firm Name where applicable)

• Telephone with STD CodeMobile No.....Tele fax

• E-mailWebsite

4.0 Membership of Professional Bodies

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....
- 6.....
- 7.....
- 8.....
- 9.....
- 10.....

5.0 Professional Experience: -

- Total Experience..... (Not Less than 30 Years)
- Nature of Experiences.....

5.1 Arbitration/Mediation Training: -

S.No.	Training Course	Training Organisation	Training Period	National/ International

5.2 Arbitration /Mediation Experience: -

Number of Cases as a Sole/Co-Arbitrator/Mediator

Arbitrator

Mediator

Number of Cases as a Counsel /Expert witness

Arbitrator

Mediator

5.3 Experience as consultant/ Counsel for Arbitration

S. No	Name of the project	Name of Parties	Amount of Dispute	Date of		Status in Arbitral Tribunal
				Reference	Disposal	

5.4 Experience as Arbitrator

S. No	Name of the project	Name of Parties	Amount of Dispute	Date of		Status in Arbitral Tribunal
				Reference	Disposal	

5.5 Name of ADR Courses/Seminars/Conferences Participated: -

S.No.	Name of Seminar	Name of Organizer	Period

5.6 Details of Publication if any: -

.....

.....

.....

.....

6.0 Specific Experience in Online Dispute Resolution

S. No	Name of the project	Name of Parties	Amount of Dispute	Date of		Status in Arbitral Tribunal
				Reference	Disposal	

- b) I shall take up and complete the arbitration assigned to me with utmost diligence and expedition.
- c) All arbitrators being of equal status, I shall not object of my appointment as arbitrator in a particular case on the basis of my previous status or that of any appointed arbitrator.
- d) I note that my name will be deleted from the Panel as soon as I attain 80 years of age or up-to the extended period by chairman, CIAC.
- e) I declare that above particulars furnished are true & correct.
- f) I have not been convicted or charged of any offence or any criminal investigation or vigilance enquiry pending against me.
- g) I am eligible for empanelment as Arbitrator/Under the Category “Grand Father”
- h) My initial empanelment as an Arbitrator is for 5 (Five) Years, and my name shall automatically removed there after if not applied for removed of the same prior to expiry date.

- **Note**

Supporting document for Age, Qualification & Experience -Self attested copies to be enclosed. Additional Sheet if required may be used

Signature of the Applicant

Broad Categories of Qualifications and Experience For the Empanelment as Arbitrator-

Under “Grand Father Category”

(a) Essential Conditions

- Age – 55 years & above
- Total Experience in respective fields – 30 years

(b) Specific Experiences

(i). Judges: -

Honorably Retired as Judges of the Supreme Court or any of the High Courts and have made judicial pronouncements in some arbitration cases.

(ii). Advocates: -

Practicing in the Supreme Court or at the level of the High Court with adequate experience in arbitration matters and knowledge of corporate laws particularly Arbitration, Contract Law and Arbitration Procedures possessing 10 years’ experience as an Arbitrator and have dealt with at least 20 arbitration cases.

(iii). Engineers, Chartered Engineers etc.: -

(a) Honorably retired not below the rank of Chief Engineer in Central Govt. /State Govt. /Local Bodies/Under-taking & /or of any other Govt. Deptt possessing 5 years’ experience as an Arbitrator and have dealt with at least 20 arbitration cases.

(b) Chartered Engineers having specialisation of engineering, construction contracts and work in specific field such as valuation of building and urban laws, designing of building, building construction, architectural or structural designing of building, projects, dam, Govt. Contracts etc. and Possessing 10 years’ experience as an Arbitrator and have dealt with at least 20 arbitration cases.

(iv). Chartered Accountants: -

Chartered Accountants/Chartered Secretaries with at least fifteen years’ experience and knowledge in the profession in conduct of arbitration cases, law & procedures. and Possessing 10 years’ experience as an Arbitrator/ Counsel/ Consultant and have dealt with at least 20 arbitration cases.

(v). Businessmen: -

Company Chairman, Managing Director, Directors and other persons with outstanding reputation and experience in domestic or international trade experience in the Arbitration Law & Procedure and possessing 10 years’ experience as an Arbitrator and have dealt with at least 20 arbitration cases.

(vi). Foreign Nationals: -

Suitable persons of nationalities other than Indian resident in India or abroad who have adequate knowledge and at least 20 years’ experience in commercial and arbitration procedures in any of the above categories and have dealt at least 30 arbitration cases as an arbitrator.

2. Fee for Empanelment of Arbitrator

Under the “Grand Father” Category, the fee is proposed Rs 15,000/- Plus 18% GST to be paid along with applications through Demand Draft, Banker’s cheque and/or through RTGS in our Bank A/C No 13020100226599, IFSC Code No. FDRL0001302 and Bank Name: - Federal Bank Ltd. in the favour of “Construction Industry Arbitration Council” payable at New Delhi.



Construction Industry Arbitration Council

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Arbitrator's Declaration & Acceptance of Appointment and Statement of Independence

Shri.....S/o/D/o.....

Shri. /Ms.....R/o.....

hereby declare that I

- am Empanelled Arbitrator of CIAC & My Name is at S.No.of the Empanelled Panel of Construction Industry Arbitration Council.
- accept to serve as arbitrator under the CIAC-Arbitration Rules,2013 in the instant case.
- take oath to follow the code of Ethics laid down for the arbitrators by CIAC.
- am independent of each of the parties and intend to remain so.
- decline to serve as arbitrator in this case for the reasons

.....

Dated.....

Signature of the Arbitrator

CIAC- CODE OF ETHICS

CIAC has laid down a code of conducts for the arbitrator, parties & the counsel/parties's representative to ensure smooth and environment friendly atmosphere for conduct of arbitration, which is laid down as under: -

(A) CODE OF ETHICS FOR ARBITRATORS

This code of Ethics shall apply to all empaneled arbitrators of CIAC

1. Appointment

- 1.1 A prospective arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he has adequate knowledge of the law and process of conducting of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect.

1.2 IN THIS CODE, THE MASCULINE INCLUDES THE FEMININE.**2. Disclosure**

- 2.1 A prospective arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue throughout the arbitral proceedings with regard to new facts and circumstances.

- 2.2 A prospective arbitrator shall disclose to the Registrar and any party who approaches him for a possible appointment:

(A) any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;

(B) the extent of any prior knowledge he may have of the dispute.

3. Bias

- 3.1 The criteria for assessing questions relating to bias are impartiality and independence. Shall be judged as per the list of grounds listed in Annexure -1A giving rise to justifiable doubts as to the impartiality or independence of the arbitrators.

Partiality arises when an arbitrator favours one of the parties or where he is prejudiced in relation to the subject matter of the dispute. Dependence arises from relationships between an arbitrator and one of the parties, or with someone closely connected with one of parties. falling under any of the categories listed in Annexure-1B.

- 3.2 Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. Past

business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective arbitrator's judgment. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.

4. Communications

- 4.1 Before accepting an appointment, an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.
- 4.2 No arbitrator shall confer with any of the parties or their counsel until after the Registrar gives notice of the formation of the Arbitral Tribunal to the parties.
- 4.3 Throughout the arbitral proceedings, an arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.

5. Fee

In accepting an appointment, an arbitrator agrees to the remuneration as settled by the Registrar of CIAC, and he shall make no unilateral arrangements with any of the parties or their counsel for any additional fees or expenses without the agreement of all the parties and the consent of the Registrar of CIAC.

6. Conduct

- 6.1 Once the arbitration proceedings commence, the arbitrator shall acquaint himself with all the facts and arguments presented and all discussions relative to the proceedings so that he may properly understand the dispute.

7. Confidentiality

- 7.1 The arbitration proceedings shall remain confidential. An arbitrator is in relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- 7.2 This Code is not intended to provide grounds for the setting aside of any award.

8) Others

- 8.1) Regarding the fee: The Arbitrator shall be governed by the pre-arranged fee structure of CIAC, and shall not enter into any direct arrangement with the parties.
- 8.2) 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:
 - Brief summary of facts
 - Disputes/issues referred to arbitration
 - Averment of the parties on each of the issues

- Evidence led, particularly the vital document, if any
- Statement, in respect of each point, of the applicable Rules of Law and application of said rule to the issue being examined.
- Reasons for the award.

B – Code of Ethics for the parties:

- 1) The parties shall maintain the dignity of Proceedings and shall act with honesty and diligence.
- 2) The parties shall follow the Guidelines for Expeditious Conduct of Arbitration Proceedings annexed to the CIAC Rules of Arbitration.
- 3) The parties shall deposit the sum required by the Registrar within the stipulated time period.
- 4) The parties shall respond in a timely manner to reasonable requests for information from the arbitrator or other party/ies.
- 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.
- 6) The parties shall not extend any hospitality, directly or indirectly to the Arbitrator/s.
- 7) The parties shall pay the fees as agreed and their share of costs as specified in the Award.
- 8) The parties shall follow all orders/directions/rulings given by the arbitrators/s during the Proceedings.
- 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.

C – Code of Ethics for the Counsel:

- 1) The Counsel shall fully co-operate with the parties and the Arbitrator/s during the Arbitration Proceedings.
- 2) The Counsel shall be bound by the code of Ethics prescribed by the Bar Council of India.

**GUIDELINES FOR ARBITRATORS AND THE PARTIES FOR EXPEDITIOUS
CONDUCT OF ARBITRATION PROCEEDINGS**

CIAC has laid down the Guide lines for the arbitrators and the parties to arbitration to ensure economic and expeditious disposal of arbitration cases, because the delay in finalization of the arbitration leads to a time loss & money loss, which are as under: -

1.0 For Arbitrators

- 1.1 The arbitrators are required to take up the arbitration expeditiously soon on receipt of the request from the CIAC and should also make efforts to complete the same within a period of 6 months where the claim amount exceeds 1 crore and within a period of 4 months where the claim amount is less than Rs.1 crore.
- 1.2 The arbitrator may at the initial stage assess the possibility of a settlement to the parties but may not insist from his side for settlement. Both the parties be encouraged for settlement, if both the parties request in writing to the arbitrator with a copy to the Registrar and not objected to by the arbitral tribunal. In case one of the party is interested in settlement but the other party is not in favour of settlement, the arbitral tribunal shall proceed with the arbitration proceedings. The party interested for settlement can be allowed a time period of 10-15 days' maximum for settlement if the arbitral tribunal considers so. While according this concession of time period for settlement, the arbitral tribunal shall keep in mind the limit for making of an award under CIAC Arbitration Rules 44.8 of 2013
- 1.3 During the arbitration proceedings, the arbitral tribunal shall refrain from all unilateral contact with the parties or their counsel from giving the parties, either directly or through their counsel, intimation of decisions in the evidence taking place or on the merits; as all such actions are to be done exclusively by the CIAC.
- 1.4 The arbitral tribunal shall encourage an environmental friendly atmosphere during the arbitral proceedings. In particular, the date of the hearings shall be fixed with mutual consent of both the parties in compliance with the principle of equal treatment and adversarial proceedings.
- 1.5 The first hearing of the arbitral tribunal should be convened within 15 days of the receipt of the case statement from the Registrar. Arbitral Tribunal shall draw the programme for conduct of arbitration proceedings keeping in mind the time limit for making an award.
- 1.6 The arbitral tribunal shall ensure that the list of witnesses, if any, be filed in advance by the parties and they should also file affidavits of witness on the date fixed for evidence preferably within a weeks of the settlement of issues. Cross examination of such of the deponent's witnesses whose presence is demanded by the opposite party should be ensured at a hearing fixed for that purpose.
- 1.7 Arguments preferably should be heard within 15 days of the completion of evidence, to be followed by submission of written arguments, if any.

- 1.8 No request for Adjournments of duly fixed hearing shall be entertained except for unavoidable reasons as laid down in Rule 36 (b) of the CIAC Arbitration Rules, 2013 with compensation cost.
- 1.9. The Arbitrator should make the award expeditiously after the close of the hearings, preferably within 30 days.
- 1.10 The arbitrator who does not comply with the provisions of these guidelines may be replaced by the Registrar with prior approval of the chairman after a show cause notice & its reply to the show cause. Where it is not appropriate to replace the arbitrator in order not to cause delay in the arbitral proceedings, the CIAC may also take such action after the conclusion of the arbitral proceedings, by refusing to confirm him in subsequent arbitral proceedings.

2.0 For Parties

- 2.1 The claimant shall file request for arbitration to the Registrar of the CIAC with, full statement of claim and copies of documents relied upon, along with other information as required as per CIAC Rules 2013 with up to date amendments in 3 sets in case of a Sole Arbitrator and in 5 sets in case of Three Arbitrators.
- 2.2 The respondent shall file his reply to the claim and counter –claim, if any with complete information and documents relied upon, in 3 or 5 sets as above within the prescribed time. No fresh documentation/claims shall be entertained at a later stage of the proceedings unless the arbitral tribunal is satisfied about the reasons for granting such permission.
- 2.3 No request for Adjournments of duly fixed hearing shall be entertained except for unavoidable reasons as laid down in Rule 36 (b) of the CIAC – Arbitration Rules, 2013 with compensation cost.
- 2.4. Parties shall deposit arbitration and administrative fees with the CIAC within the stipulated time, as per the CIAC Arbitration Rules 41 of 2013, failing which no claim and/ or counter – claim shall be entertained.
- 2.5 The parties are advised to be more careful while selecting their arbitrators from the CIAC Panel for its suitability w.r.t the nature of dispute, because suitability of the arbitrator helps in finalization of the arbitrations within stipulated time, In case a party still chooses an arbitrator not conversant with the nature of dispute it may lead to delay in finalization of the arbitration & making of the award, Further if the arbitrator choosen is 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.

3.0 Review of progress of Arbitration Proceedings

3.1 The Chairman, CIAC 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 and in compliance of CIAC's Arbitration Rules 36 (b) of 2013.

3.2 The Chairman,

CIAC shall be sole judge of the grounds of violations of the guidelines and its decision shall be final and binding on the arbitral tribunal as well as the parties.

**CIAC GUIDELINES FOR DETERMINATION OF INTEREST AWARD FOR DISPUTE
RESOLUTION IN CONSTRUCTION INDUSTRY BY ARBITRATORS**

1.0 Objectives

Determination of Interest Award is not a simple job. It needs application of mind for an arbitrator for making an interest award to a successful party.

These Guidelines covers the arbitrator's powers to "Award Interest" under Interest Act, 1978, Application of Section 34 of the CPC 1780, Section 73 of the Indian Contract Act, 1872 & Negotiation Instrument Act, 1881 - (Award of Interest). Award of rate of interest for "Interest Award" is a typical problem before the Arbitrators, so the basis of the rate of interest has been discussed in details. Besides Award of Interest by the arbitrators in various situations, which has been succeeded or set aside by the court of law, has also been brought out in details. CIAC has drawn these guidelines for Determination of Interest Award for Dispute Resolution in Construction Industry by Arbitrator.

2.0 General Principles for Interest Award

Where interest is recoverable as of right, an arbitrator's task is limited to applying the contract, statute or rule of law on which the claim for interest is based. Where, however, an award of interest is discretionary, it is possible for widely diverging approaches to be taken by arbitrators towards the function of awards of interest including the period for which interest should be awarded, the rate and whether the award should be for simple or compound interest.

3.0 How to Address the Interest Award?

Arbitrators are advised to separately address any award of interest for each of the three periods, pre-suit, pendente -lite & future so as to maximise enforcement of their awards.

4.0 What is Interest?

Interest is no more than the price of money (if borrowed) or the opportunity cost of money (if not borrowed). Rates at which interest should be awarded on damages is heavily influenced by contractual terms on interest. Awards of interest are matters of discretion for the Arbitral Tribunal, but the Arbitral Triband should be cautious in making Interest Award.

4.1 Interest on What and from When

Interest is normally awarded on the entire amount awarded, but care should be taken not to over compensate a claimant by awarding interest on the entire amount from the date of breach. Interest on lost profits might run from each of the relevant years of loss rather from the date of breach. Interest should, in principle, not be awarded on tax on grossed up damages (the grossing up being necessary if the damages are taxable in the hands of the claimant). The tax is not a loss to the claimant and the claimant will simply be obliged to account to the tax authorities upon receipt. Unless there is a liability to the tax authorities for interest, it should generally not be awarded on the tax element of the loss.

4.2 **Simple or Compound Interest**

The Arbitral Tribunal has discretion to award either simple or compound interest. Arbitral Tribunal, in general, award simple interest unless & until there is specific provision in the contract for compound interest. The courts generally do not allow compound interest.

4.3 **Criteria to Fix Rate of Interest**

4.3.1 It is observed that the Arbitral Tribunals do not distinguish between pre-award and post-award interest, but instead award a single rate of interest for the entire period up to the date of payment which is not justified. Rate of interest for all the three period i.e. pre-reference, pendente-lite and future be specifically granted by the Arbitral Tribunal in view of prevailing rate of interest of that period on application of mind for each period.

4.3.2 Where there is an express term of the contract relating to interest it will normally specify the rate to be applied. Similarly, where interest is due under the 1978-Interest Act, the Act specifies the applicable rate. Where discretionary interest is to be awarded, the arbitrator must decide on the rate to be awarded.

4.3.3 If no rate is mentioned in the contract, a margin over bank base rates is considered appropriate. The base rates should be taken as those prevailing at the time the amount is due for interest. A net borrower might be better compensated by say a margin over base rates equivalent to the rate a comparable company would be expected to pay and likewise a net depositor the rate a similar company might command on its deposits. A rate of 1 or, perhaps, 2% over bank base rate might be appropriate.

5.0 **Systematic Approach for Making Interest Award**

Arbitrator should adopt systematic approach for making interest award as follows: -

- (i) To consider what interest to include in the award.
- (ii) To cover all the three stages of interest award i.e. pre-reference (from date of cause of action till commencement of the arbitration), pendente-lite (from date of commencement of arbitration up to date of award) and future interest (from date of award to the date of payment).
- (iii) To examine the basis on which claim for interest is being made and consider the submissions of the parties. It is the liability of the claimant to assert the basis on which any claim for interest is being claimed.

6.0 **Arbitrator's Limitation**

The arbitrators has no free hand to make interest award. He has certain limitations to observe such as:

- (i) Not to award interest on a basis which the claimant has not asserted and not to award interest where the respondent has had no opportunity to comment or object. Similarly, it would be wrong for an arbitrator.
- (ii) Not to award interest more than the claimant has claimed or less than which has been admitted by the respondent.

- (iii) No claim of interest is allowed for pre-reference & pendent elite period if no claim at all is made for interest. If the claimant raise interest subsequently the arbitrator should afford the respondent an opportunity to comment before making his award.
- (iv) The claimants, seek “interest” on the principal sum without specifying the basis or quantum of the claim. In such cases, the arbitrator should seek clarification of the claim and thereafter to grant an opportunity to the respondent for his comment.

For making interest award justified & acceptable, the Arbitral Tribunal may request the parties initially to agree the rate of interest to be awarded to the successful party or by asking for submissions on the rate of interest at the beginning of the proceedings.

7.0 **Factors Which Effects the Interest Award**

Considerations of following factors are vital while making interest award: -

- (i) The period for which interest should be awarded;
- (ii) The rate of interest to be awarded
- (iii) Type of interest whether simple or compound interest if compound, on what basis should it be compounded.
- (iv) Whether interest is recoverable as of right or whether an award of interest is discretionary.

7.1 **Interest Recoverable as of Right**

There are three main categories where interest may be recoverable as of right:

- (i) Under an express term of the contract or agreement or trade usage;
- (ii) Under the delayed Payment
- (iii) As damages for late payment.

(These categories are not exhaustive but suffice for present purposes.)

7.2 **Discretionary Interest**

Where interest is not recoverable as of right, an arbitrator can make an award of interest by the exercise of his discretionary power to do this. A very wide discretionary power is contained in the 1996 Arbitration Act U/S 31(7) (a) which applies if the seat of the arbitration is in India, wherein the arbitrator is empowered to award interest for all the three stages i.e. pre-reference, pendent elite & future Interest.

Although no guidance is given in the 1996 Arbitration Act as to how the discretionary right to award interest should be exercised. One very general principle is clear and should be borne in mind by arbitrators. This may be called “the compensatory principle”. It is that an award of interest should be designed solely to compensate a successful claimant for the amount of Award. The award should not be penal in nature or such as to deter others from paying late.

8.0 Period of Interest Award

The interest award period is divided into two periods such as

8.1 Pre- award Period Interest

Pre-award period is further divided into two periods such as

(i) **Pre-reference period**

This period is from the date of cause of action to the date of commencement of the arbitration.

(ii) **Pendent elite period**

This period is from the date of commencement of arbitration to the date of award.

8.1.1. What Is Pre-Award Interest?

Pre-award interest is intended to provide complete relief while assuring fairness to the defendant

Pre-award interest is supposed to compensate a party due to the delay between the time when the damage was caused and the date of the award. If the amount in controversy is substantial, and the harm alleged to have occurred was years before the claim was filed, then the pre-award interest may be significant, especially if the rate is compounded.

8.1.2. Factors which Effect the Pre- Award Interest

There are several factors in assessing pre-award interest. These factors include: (i) Arbitration & conciliation Act. 1996, (ii) the parties' agreement, (iii) the laws governing the claims in dispute (iv) the laws of the applicable country (v) principles of equity which are briefly discussed here under: -

(i) Arbitration & Conciliation Act, 1996

1996 Arbitration Act is silent regarding pre-award interest, but empowers the Arbitral Tribunal to make interest award for all the three stages "Pre-reference period, pendente-lite period & future period.

(ii) The Parties Agreement

The agreement usually provides for interest and choice of law for the arbitration. In rare cases, it also will provide the rate at which pre-award interest is calculated or it may provide that the parties waive their right to receive pre-award interest.

Arbitral Tribunals are empowered to refuse to award pre-award interest, even there is provision for the agreement for award of Interest at the specified rate.

(iii) Law Governing the Claims in Dispute

The arbitrators' determination as the rate at which pre-award interest is calculated may depend on the claims in dispute, the period to it relates and prevailing rates at that time, of the Nationalized Banks.

(iv) The Laws of The Applicable Country

Arbitrators are required to be guided by National and State laws in determining pre-award interest.

(v) Principles of Equity

In practice, Arbitrators do not follow any principles in making the pre-award interest, their actions in awarding interest rates are purely arbitrary, which fails on the test of justice in the court.

8.1.3. Fundamentals of Pre-Award Interest

Parties regularly demand pre-award interest in their claims, but too often the rules regarding the propriety and calculation of pre-award interest are not fully understood, leading to faulty awards. It is thus desirable, that the Arbitral Tribunal understand fundamentals of the pre-award interest as discussed here under: -

(a) Purpose of Pre-Award Interest

- (i) For typical loans, interest is the compensation allowed by law or fixed by the parties for the use, or forbearance, or detention of money.
- (ii) In contract actions, awarding pre-award interest
 - Gives the plaintiff the benefit of the bargain essentially denied by the defendant.
 - Is mandatory on liquidated claims. For previously un liquidated contract claims, pre-award interest can be awarded from a date prior to the entry of arbitration as the arbitral tribunal may, in its discretion, fix, but in no event earlier than the date of cause of action.
 - The compounding of pre-award interest i.e adding on interest, is generally, barred by.
- (iii) In tort actions, pre-award interest serves to make the plaintiff whole for the out-of-pocket losses suffered.
- (iv) In automobile and consumer credit sales, finance charges are not considered interest, but the rate establishes the rate used for pre-award interest.
- (v) In all other cases, particularly those involving oppression, fraud, or malice, pre-award interest may be awarded in discretion as long as the damages were certain or capable of calculation. Pre-award interest normally may not be awarded on noneconomic damages (such as pain and suffering) because these are plainly speculative and un liquidated before an award.

(b) Pre-award Interest is Not A Substitute

Pre-award interest is not a substitute for exemplary damages and should not be used to punish the defendant. On the other hand, it is also clear that pre-award interest and exemplary damages are not mutually exclusive; both may properly be awarded in the same case.

(c) Calculation of Pre-Award Interest

Once Arbitral Tribunal decides to award pre-award interest, it must calculate the proper amount. It is observed that the Arbitral Tribunal, in general, do not calculate the pre-award interest. On contrary they work out claim amount and refer the interest payable to the claimant on the claim amount from the due date

up to the date of payment, which is not justified. Arbitrators are required to decide the rate of interest for pre-reference period & the pendent-lite period separately & work out interest amount rather than leaving this job for the successful party.

(d) Pre-award Interest Cannot be Allowed in Appeal

Pre-award interest if not raised before the Arbitral Tribunal, cannot be, thereafter, raised on appeal.

8.2 Post-award Interest

Post award interest is the interest for the period from date of award to date of payment. A sum directed to be paid by an arbitral award shall, unless the award otherwise directs, carry interest at the rate of 18% per annum from the date of award to the date of payment as laid down U/S 31 (7) (b) of 1996 Arbitration Act.

Post award of interest of 18% per annum provided in the 1996 Arbitration Act relates to high interest regime which ended by or about the year 2001 and interest rates have come down significantly. Courts have also recognized this.

It is, therefore, desirable that the arbitrators should indicate the rate of interest for the post award period. Non fixing of the post award interest would lead to undue benefit to the claimant, because the court avoids to interfere with arbitral award and the claimant would claim interest @18% as provided in 1996 Arbitration Act.

As to discretionary interest, the Tribunal is empowered to award interest on the outstanding amount of any award from the date of the award until payment.

Sometimes arbitrators awarded interest at a higher rate for the post award period after making of the pre-award on the plea that the respondent shall make the payment promptly, which is not considered justified.

The appropriate rate for post-award interest will be made up of two elements, a base rate and an uplift. However, the arbitrator can obtain a list of prevailing interest rates for the pre-award period and then add lift of 1 or 2% over the base rate of prevailing interest rate as deemed justified.

8.3. Interest Award Be Made also a Reasoned Award

It is desirable that that the "Interest Award" be also made a reasoned award like the main award.

9.0 Why the Arbitrator Do Not Hesitate to Make Rate of Interest Arbitrary

In general, the arbitrator does not exert while fixing rate of interest for the three period separately & work out the interest amount accordingly, because they are aware that their awards are final & no court can sit an appeal over the awards except the supreme court under Art,142 of the constitution. Rarely the respondents knock the door of Supreme court resulting undue benefit to the claimant. We are aware that learned persons are appointed as sole arbitrators or one of the Arbitrators in Arbitral Tribunal. Their appointments are either under Institutional Arbitration or Ad-hoc Arbitration. It is desirable that while making the appointment of arbitrators, the appointing Authority put a condition that the "Interest Award" be also a reasoned award like the main award.

10.0 Determination of Interest Award by the Arbitral Tribunal

Keeping in view the effect of Economics Reforms in India on Interest Award, the CIAC lays down the specific guidelines for determination of Interest award for the Arbitral Tribunal as under: -

10.1 Rate of Interest

- (i) "Where the State Legislative amendment set a certain value as the maximum interest awardable, the arbitrator under the discretionary power can grant a lower rate of interest as well.
- (ii) "The arbitrator while making an interest award exercise his power to award interest in a reasonable manner keeping in mind the rates of interest prevailing during the period for which the same is being awarded.
- (iii) Arbitral Tribunal while determining the Interest Award should take into consideration the effect of Economics Reforms in India on Interest Award. It is not desirable to award interest rate 18% or so as laid down in the Arbitration & Conciliation Act, 1996 under clause 31(7) or in the contract agreement executed between the parties.
- (iv) "Where the interest for pre-reference period is not claimed by the party, grant of such interest by the Arbitral Tribunal is not justified.
- (v) It is advisable for the Arbitral Tribunal that the Rate of Interest to be awarded be the prevailing Rate of Interest of that period & also be based on State Bank or the Reserve Bank of India.
- (vi) "Arbitrator has the power to grant interest at all the three stages, provided there is no provision to the contrary in the arbitration agreement & rate of interest is not unreasonable".
- (vii) Arbitrators should study their powers for "Interest Award" under the Interest Act, 1978 Applicability of Section 34 of the CPC, 1908, Section 73 of the Contract Act, 1872, Negotiation Instruments Act, 1881 & Arbitration & Conciliation (Amendment) Act, 2015.
- (viii) Arbitrator should discuss the rate of interest for all the stages of period specifically whether allowable or not, whether for whole period, part period or no interest for all or any one period.
- (ix) Arbitrators should award interest after applying their mind, because the courts have no jurisdiction to interfere with the arbitral award thus any error in awarding rate of interest will go unnoticed & may lead to undue benefits to claimant.

10.2 Rate of Interest Reduces, where Dispute Resolution Took Longer Period

Arbitral Tribunal will reduce interest where the Dispute Resolution take longer time, because India is presently in the regime of falling rate of interest on deposits Interest on deposits, as of today, ranges between 6% and 7.25% subject to the period of deposits. Therefore award of interest by the Arbitral Tribunal without considering the

effect of Economic Reforms in India on Interest Award would lead to undue benefits to the winning party.

10.3 Interest Cannot be allowed by way of Damages

Arbitral Tribunal is advised not to allow any interest in the form of damages,

NB- Arbitral Tribunal in case of any difficulty in determination of Rate of Interest can refer the case to CIAC for any clarifications / query

11.0 Publication of Award

Final Award is published on a stamp paper of value as per award amount. It is observed that the arbitrators who do not work out the award amount including interest amount. Publish the award on a stamp paper of approximate value, which may be under value or over-value on actual interest amount worked out later on. The award written under value stamp paper are not acceptable till the proper stamp duty is not paid. Whereas if the respondent makes the payment as per award made on a stamp paper, it leads to a loss to the Govt. It is, therefore, advisable that the arbitrators calculate actual interest amount also while making the final award.

12.0 Court on Interest Award

Some of the orders of the Supreme Court & High Courts on “Interest Award” are given in Annexure ‘3A’ enclosed for information & perusal.

Law on Interest Awards

1.0 Arbitrators Powers Under Interest Act. 1978

- “Failure to object to award of interest before the arbitrator despite contrary Provisions, challenge to award not entertained”
 - State of Rajasthan V/S Nav Bharat Construction Co ----(2001) 3 Arb. LR 561(S C)
- “Grant of rate of 18% interest when contract specifically fixed rate at only 7%, held grant of interest over & above the agreed rates is a transgression of jurisdictional limits of arbitrator”
 - Indian Institute of Technology V/s Creative construction - -2007 (Suppl). Arb. LR 225 (Bom. DB)

1.2 Where Interest Cannot be claimed

- “Arbitrator not competent to award interest for the period prior to Interest Act 1978. Since the interest Act, 1978, the arbitrator became authorised to award interest “
 - M K Shah. Engineer & Contraction V/s State of MP. - AIR 1999 SC 950

1.3 Maximum Interest Allowed Under the Act.

- “By Virtue of a Joint reading of Section-3 and Section.2 (b) of the Interest Act, 1978, rate of interest had to be at the maximum interest payable by the Schedule banks on deposits.”
 - Rajesh Khanna V/S NCT Delhi – (2005) 1 Arb LR- 247 (Delhi)

1.4 Provision of Section 3 of the Interest Act.1978-Interest can be Allowed by Court.

- Provisions under section 3 of the Interest Act, 1978 empower the court to award interest at the rate prevailing in the banking transactions. Thus, impliedly, the court has a power to vary the rate of interest agreed by the parties
 - MSK projects (1) J .V Ltd. V/S State of Rajasthan & Anr--2011 (3) Arb. L.R 119 (S.C)

1.5 Interest Act not Applicable-*In J.K State

- “Interest cannot be claimed even under the interest Act, 1978, where interest is barred by an express provision in the Agreement”
- Union of India V/s Madhani Construction Corp (P) Ltd--AIR 2003 All 346. (Allahabad)
- “Interest Act not applicable, if proceedings pending at the time of its commencement”
- State of Orissa V/S B.K. Routraj---(1999) 1 Arb LR 114 (SC)
- “Interest Act, being not applicable in J & K, the Court Committed error in awarding pre-reference interest”
- Union of India V/S Om Prakash Baldev Kishan -- AIR 2000 J & K 79 (J&K) (DB)

1.6 Applicability of Section 34 of the CPC for Award of Interest

- “Section 34 CPC has no application to arbitration proceedings since the arbitrator cannot said to be a court within the meaning of CPC. His powers are governed by the provisions of the Arbitration Act.”
 - Bhagwat Oxygen Ltd V/S Hindustan Copper Ltd--- (2005) 1 Arb LR 608 (SC)
- Arbitrator awarded 10% Interest for Post Award period, contention that it is contrary to S 34 of CPC and it should have been 6%, was not accepted”
 - Maharashtra State Electrically Board V/S Maharashtra Conductors Association
 - (2003) 2 RAJ 50 (Bombay)

1.7 Section 73 of the Indian Contract Act.1872

(a) No Right to Recover Interest

- “It does not confer upon the creditor a right to recover interest upon a sum, which is due to him, when he is not entitled to such interest under any provision of Law.”
 - Mahabir Pd Rungta V/S Durga Datt --- AIR 1961 SC 990

1.8 Negotiation Instrument Act. 1881- Award of Interest

- “The Arbitrator could award interest as per agreement or under statutory provision like S.80, Negotiable Instrument Act, 1881”
 - M. Paramasivam V/S FCL - (1989) 1 Arb. LR- 166 (AP)

1.9 Interest for Performance Period

- “Interest for performance period could be awarded by the arbitrator after coming into force of the Interest Act, 1978”
 - Union of India V/s Paramjit Singh --(2000) 2 RAJ 128 (P&H)

1.10 Validity of Interest on Interest Award

(a) Interest on Interest Amount Awarded as Damages

- “Award of interest by way of compensation / Damages make it the award of Principal amount. Future Interest could naturally be awarded on such amount. It cannot be disputed that there is component of interest over interest, but the same is permissible under”
 - Union of India V/S Roshni Devi – (2005) 1 Arb LR 363 (J&K)

(b) Interest on interest is prohibited U/S 3 of the Interest Act,1978

- “It is held that even where the interest Act, 1978 is applicable the award of interest upon interest will not be contrary to that Act, since the Power to award interest upon interest is to be made in section 31 (7) of 1996 Arbitration Act. The prohibition contained in Section 3 of the Interest Act, 1978).” will thus not come into play at all”

- Angel infin pvt Ltd V/S Echjay Industries Ltd - (2007) 3 Arb. LR 110 (Bombay)
- “Section 31 (7) confers Power on Arbitrator to award interest also on that sum, which is found to be due by the interest payable on amount deposited in the court.”

1.11 Rate of Interest Permissible

- “Section 31 (7) is not mandatory vests a discretion in the arbitral tribunal to award interest at such rate as it deems reasonable on the whole or any part of the money payable under the award for the whole or any part of the period between the date on which cause of action arose & the date on which the award was made.”
- Union of India V/S Bakshi Steel Ltd - (2005)3 Arb LR 80(Delhi)
- “Awarding Interest is a discretionary power of arbitrator, not awarding interest does not result in an imperfection or obvious error”
- DRO Agency Jodhpur V/s Hari Ram --- AIR 2008 (NOC) 1448
- “Supreme Court held that once the rate of interest is not contrary to the Section 31 (7) b of 1996 Arbitration Act, The Court should not interfere with the grant of interest unless the award of interest is found to be unwarranted for the reasons be recorded.”
- Sayeed Ahmed & Company V/S State of U.P-- 2009 (3) Arb .LR 29 (S C)

1.12 Right of Interest

- “Court held that arbitrator should have considered the Nationalised Bank interest rate Prevailant as on the date of the award. 12% being on higher side, court reduces it to 9%.”
- State of West Bengal & Anr V/S N. Bhakat & Co & Anr - (2013)2 Arb LR 386 (Calcutta) (DB)

1.13 Interest on Compensation for Loss of Profit

- “Compensation for loss of profit is, in general, awarded on the basis of mere estimates without specific evidence in support of it. Therefore the court ordered that interest should not be awarded to the claimant on the amount of compensation for loss of profit from the date of claim till the date of award. In any case court makes it clear that the claimant is entitled to interest on the amount of compensation for loss of profit from the date of award till the date of payment.
- Mahanagar Gas Ltd V/S Babulal Uttamchand & Co - (2013) 4 Arb. LR 151 (Bombay)(DB)

1.14 Rate of Interest to Small Scale Industries

- “Small Scale Industry is entitled to benefits of the Interest on delayed payments under Small Scale & Ancillary Industries undertakings Act, 1993. Small Scale Industries are those Industries which work on Smaller Capital and infrastructure, are better protected.”
- Kanhai Engineering(Towers) Pvt. Ltd V/S Telecommunications consultants India Ltd
- (2007) 3 Arb. LR. 178 (Delhi)

- “Interest on delayed Payments in favour of a Small Scale undertaking coming within the meaning of Small Scale & Ancillary Industrial undertaking Act, 1993 came to 23-24% the court granted at 12%.”
- Electronic Enterprises V/S Union of India- AIR 2000 Delhi 55 (Delhi)

1.15 Arbitrator Not Bound to Award Interest

- “It is not necessary that in every case the arbitrator should necessarily award interest”
- C.L. Gupta V/s DDA --- (2006)1 Arb LR 576 (Delhi) .

1.16 Stage for Claim of Interest

- “An arbitrator can award interest where it has been claimed by the claimant in his written statement. It was of no consequence that such plea was not made prior to the arbitrator’s entry upon the reference”
- P.I Vargase V/S Kerala Auto Mobile Ltd--- (1998) 3 RAJ 443 (Kerala)

1.17 Award of Compound Interest

- “Courts & Arbitrators do not grant Compound interest while exercising discretion. Compound Interest is not to be granted in normal Circumstances”
- S.R. Lalwani V/S Rajasthan State Industrial Development & Investment Corp. Ltd – (2001) 2 SLT 239 (2) SC.

1.18 Award of Interest by Arbitrator on his Discretion

- “Where the agreement is silent about award of interest, discretion lies with the arbitrator to award or not to award interest
- Union of India V/S Conbes India (Pvt) Ltd --(2012) 2 Arb.LR 191 (Delhi) (DB)

1.19 Where Parties Agreed for “No Interest” Arbitrator Cannot Award Interest

- “Where the parties had agreed that no interest shall be payable, the arbitrator cannot award interest for the amounts payable to the Contractor under the Contrat”
- Union of India V/S Ksrafters Engineering’s & Leasing (P) Ltd- 2011 (3) Arb L.R 153 (SC)

1.20 Award of Interest Justified

- “If principal amount is withheld without any justifications and without there being any material dispute in respect of the principal amount, award of interest at the prevalent rates is justified.”
- Flex Engineering Ltd V/S Antartica Construction co -- (2007) 2 Arb.LR 387 (Delhi)
- “Where the arbitrator awarded interest only from the date of award and that too @ 10% which was very well within his jurisdiction an objection to such award was held to be not tenable.”
- Pride Construction Co V/S DDA- (2002) 1 RAJ 565 (Delhi)

1.21 Fate of Interest Rate

- “Where the Interest is part & parcel of the claim and it is not open to the court to modify the same unless the Award is set aside”
 - Transport, Roads & Building Department, Hyderabad V/S Y. Radha Krishna Murthy
 - (2006) 2 Arb LR 477 (AP)
- “In case the award of interest has been on account of a concession by a party such concession will not bind the party making it the other side party subsequently Challenges the award –
 - Ravindra Brothers V/s UNA Co-operative Group Housing Society” -(2006)2 Arb.LR 399(Bombay)

1.22 General

- “Award of future interest by Appellate court
“Future interest awarded by appellate court at 9% will be effective from the date of initiation of appellate proceedings, interest prior to appellate proceedings shall be applicable as per law”
 - Baldev Singh Surrender Singh & Co V/S Hindustan pre-feb Ltd-- (2005) 2 Arb. LR 309 (J&K – DB)
- “The Arbitrator has same Power as a court has it the matter of Award of. Interest for all the period”
 - Shiv Singh V/s NPCC Ltd- (1998) Arb. LR 660 (Delhi) (DB)

2.0 Arbitrator’s Empowerment

2.1 Arbitrators Not Empowered to Award Interest

- “Arbitrator not competent to award interest for the period prior to Interest Act 1978. Since the interest Act, 1978, the arbitrator became authorised to award interest”
 - M K Shah. Engineer & Contraction V/s State of MP. - AIR 1999 SC 950

2.2 Power of Arbitrator to Award Interest

- “The arbitrator has the Power to award interest at all the 4-stages i.e pre-reference stage, present & future interest from the date of award till date of degree & from the date of degree till realisation.”
 - Punjab Urban Planning & Development V/S Pritpal Singh ---2002 (Suppl) Arb. LR- 36 (P&H)

2.3 Arbitrator Cannot Exceeds its Jurisdiction

- “An Arbitrator cannot exceeds his jurisdiction by embarking upon a claim which is beyond the terms of reference. It was held that the arbitrator must confine himself to the claims referred to him only”
 - Orissa Mining Corporation V/S Prannath Vishwanath Rawlley – AIR 1977 SC 2014 (SC)

2.4 Power of Arbitrator to Reduce Rate of Interest claimed

- “Claim at 18% for pre-reference & suit period, arbitrator, allowing 12%, no interference.”
 - Executive Engineer Dhankonal , Minor Irrigation Division V/S NC Bhardwaj
 - (2001) 1 Arb L R 346 (SC)

2.5 Arbitrator Not Guilty of Misconduct

- “An arbitrator was held to be not guilty of misconduct in allowing interest on delayed payment when the matter was specifically referred to him “
Subraj & Co V/S Housing Board HP – AIR 1982 NOC 115 (HP)

2.6 Pre-reference Interest

(i) Where Interest can be Awarded by Arbitrator

Pre-reference Period

- “Period prior to proceedings up to Commencement of proceedings-Arbitrator competent to allow interest.”
- Secretary, Govt. Of Orissa V/s Sarbheshwar Pd. - (1989) 2 Arb LR 444(S .C)
- “Grant of pre-reference interest was held to be justified, when there was undue delay in the appointment of the arbitrator by the other party”
- M.N. Arora V/S DDA - (2006)2 RAJ 179 (Delhi)

(ii) Where Interest Cannot be Awarded

- “A claim for pre-reference period, which is not allowable as per agreement or Interest Act cannot be awarded by labelling it as damages “(Arbitrator Act, 1940)
- Suptdg Engineer V/s B. Suba Reddy
- AIR 1999 SC 1747
- “Award of pre-reference period of interest and interest pendente lite set aside, where contract contained Specific prohibition for interest”
- Oil & Natural Gas Corp. Ltd V/S Dailchi Kerkaria Ltd – (2009) 1 Arb. LR 340 (Bombay) (DB)
- “Interest Act was at the time of reference. Award for pre reference period without agreement, custom or usage or statute liable to be set aside
- M.K Shah Engineers & Contractors V/S State of MP. --- AIR 1999 SC 950(SC)

3.1 Pendente Lite Interest

(i) Where Interest is Allowed

- “Supreme Court has held that if the agreement between the parties expressly restricts the grant of interest, it does not affect the arbitrator’s Power to grant pendente lite interest & interest on award which cannot be flattered by such a clause”
- Board of Trustees for Port of Calcutta V/S Engineers – De Space Age R
- 1995 (Suppl) Arb 733 (SC)
- “It has been held that contracts prohibiting payment of interest do not denude the power of the arbitrator to award pendente & future interest”
- Tehri Hydro Development Corporation Ltd V/S Lavco Construction Ltd. – (2007) 3 Arb LR 194 (Delhi)
- “Clause barring payment of any interest or damages whatsoever’ held pendente lite & future interest not barred”
- Union of India V/S Deccan Enterprises
- (2006) 4 Arb. L.R 444 (Delhi)

- “Pendentelite interest is interest on damages or Compensation for the delayed payment”

(ii) **Where Interest is not Payable**

- “Arbitrator had no power to grant pendentelite interest before the interest Act, 1978”
- State of Orissa V/s J.P Lath – (1989) 2 Arb- LR.338 (SC)

3.2 Post Award Interest

(i) **Where Interest is Allowed**

- “Section 31 (7) (b) of 1996 Act provides that if the award does not otherwise direct, the amount awarded shall carry interest as directed by the award & in the absence of any provision of 18% per annum. Any provision in the contract barring interest will therefore operate only till the date of award & not thereafter.
- Syeed Ahmed & Co V/s State of U.P – (2009) 3 Arb. LR 29 (SC)
- “Arbitrator has power to grant interest for all the 3-Stages i.e pre-reference, pendentelite and Future interest”
- State of Up V/S Coro mandal Engineering Co Ltd
- (2013) 4 Arb. L.R 318 (Allahabad) (DB)
- “Post award interest can be allowed only on principal amount and not on the interest component from the date of cause of action to the date of award”
- Zenith Ropes Pvt. Ltd V/S Union of India --(2013) 1 Arb LR 27 (Delhi) (DB)
- “when an award is passed so as to ensure that the award amount is remitted at the earliest possible, the interest shall be charged at higher rate such higher rate of interest is provided with the deliberate interest of discounting award debtors from adopting dilatory tastes and to persuade them to comply with the award.
- Govt. Of Maharashtra Irrigation Department V/S Atur India Pvt. Ltd -2011 (1) Arb.LR 296 (Bombay) (DB)

(ii) **Purpose of Post Award Interest**

- “The object of awarding post award/future interest is always to get the awarded amount as early as possible and /or to avoid delay in making payment towards the awarded amount specially when awards attains finality”
- ONGC Ltd V/s Dolphin offshore Enterprises (i) Ltd --2011 (2) Arb. LR 273 (Bombay)

(iii) **Interest Over Interest**

- “Post award interest shall be on the amount due under the award including the interest payable on due amount for the pre-reference period & pendentelite period.”
- Housing & Urban Development Corporation Ltd V/S Leela Hotels Ltd
- (2013)2 Arb LR 1 (Delhi) (DB)
- “No Interest would be payable on the interest Component of the award for the period from date of award to date of degree & also from the date of degree to the date of payment”
- Pt. Munshi Ram & Associates (P) Ltd V/S DDA --- (2012) 4 Arb.LR 268 (Delhi) (DB)

(iv) Where Deposit of Entire Amount of Award in High Court is Considered the Date of Payment

- “Once the entire award amount is deposited by the respondent in the High Court, liability of post award interest ceases from the date of deposit of the award amount in the High court.”
- “The word” payment may have different context, but in the context of section 31 (7) (b) of the 1996 Arbitration Act, it means extinguish ment of liability arising under the award. It signifies satisfaction of the award. The deposit of the award amount into the court is nothing, but a payment to the crdit of the degree holder”
- H P Housing & Urbon Development Authority & Anr V/S Rajnit Singh Rana -2012 (2) Arb. LR 1 (SC)

4.0 Court Interaction on Interest Award

4.1 Courts not Competent to Interfere with Arbitral Award

- “A claim of Interest for a specified period once rejected by the arbitrator cannot be allowed by the court by modifying the Award”
- Once the arbitrator dealt with a specific claim and rejected the same the only remedy available to the court is to quash the award granting liberty to the parties to begin the arbitration again if it is so desired”
- Hamant Jalan V/S Om Prakash Jalan--2010(2) Arb. LR 260 (AP) (DB)
- “Where arbitrator did not award interest, court did not interfere holding arbitrator conscious of fact situation”
- Kauiro Enterprises, Car park Contractor V/s Airport Authority of India - (2006)1 RAJ 235(Delhi)
- “When there is no direction in the award for payment of any particular sum of money nor any direction for payment of interest, executing court could not in these circumstances direct payment of Interest”
- M P Housing Board V/S Satish Kumar Raizada – (2003) 4 RAJ 641(MP)

4.2 High Courts not Empowered to Reduce Rate of Interest Awarded by Arbitrator

- “High Courts are not empowered U/S 34 or of the appellate court U/S 37 (1) b of 1996 Arbitration Act, Which cannot be equated with the power of the Supreme Court to reduce the interest under Art. 142 or 136 of the Constitution”
- Maharastra Apex Corporation, Manipur V/s Sandesh Kumar- (2006) 2 Arb LR 282 (Kant)
- “Rate of interest reduced by the High court from 18% & 12% (as awarded by arbitrator on deferent amounts) to a uniform 6% without assigning any reasons. Rate of interest set back to ear tier rates as awarded.”
- Syeed Ahmed & Co V/S State of UP --- (2009) 3 Arb. LR 29 (SC)

4.3 Rate of Interest Awarded by the Arbitrator Considered un Justified by the Courts

- “Courts, however, have shown a tendency to reduce interest rates as awarded by the Arbitrator, where these do not reflect prevailing economies conditions”
- Indian Oil Corporation V/s Llyods Steel Industry Ltd. --- (2007) 4 Arb. L.R 84
- Interest rates reduced from 18%” to 10%”
- Modern Food Industries (India) ltd V/s International Engineers & Project Consultant Ltd.
- 2007 (Suppl) Arb.LR 252 (Delhi)

- Pendente lite interest reduced from 18% 12%”
- DDA V/S Sunder Lal Khatri --- (2009) 1 Arb L R 240 (Delhi DB)
- “Interest reduced from 18% to 9%”
- Sikka Associates V/s Airport Authority of India -- (2008) 4 Arb. L. R 593 (Delhi-DB)

4.4 Rate of Interest Reduces by the Courts, where dispute Resolution took longer period.

- “Rate of Interest reduced from 12% to 6% as long time had passed resulting in accumulation of heavy amount of interest”
- Rajasthan state Road Transport corporation V/S India Rubber Ltd – (2006) 3 Arb. L R 567 (Rajasthan)
- “Interest rates for all the three periods reduced from 18% to 9% keeping in mind the long period (20yrs) from which interest was awarded”
- DDA V/S Anand & Associates --- (2008) 1 Arb. L.R 490(Delhi) (DB)
- “Interest rates for all periods reduced 9% noting that dispute had dragged on for substantial time (19 years)”
- Continental Construction Co V/S Board of Trustee Vishakha- Potnam port trust – (2009)1 Arb. L.R 51 (AP) (DB)
- 21. “Pre-reference & Pendente lite Interest reduced from 14 % to 10% and post award interest reduced from 14% to 12%”
- Kamal Parbhakar V/s Union of India – (2008) 3 Arb. LR 405 (Delhi)
- “Having regard to long lapse of time, Interest rates reduced from 18% to 7.5%”
- Mcdermott International Inc V/S Burn standard and Co Ltd --- (2006) 2 Arb. LR 198(SC)
- “Party was to pay a huge sum by way of interest having regard to long lapse of time interest rates reduced to 6% from 18% under Art. 142”
- Pure Helium India Pvt Ltd V/S Oil & Natural Gas Commission- (2003)3 Arb. L.R 106 (SC)

4.5 Courts not Competent to Award Interest, Where no Interest Awarded by the Arbitrator

- “When there is no direction in the award for payment of any particular sum of money nor any direction for payment of interest, executing court could not in these circumstances direct payment of Interest”
- M P Housing Board V/S Satish Kumar Raizada – (2003) 4 RAJ 641(MP)

5.0 Date of Passing of the Final Bill Cannot be Date of Due Payment

- “Arbitrator awarded interest @10% on the final bill amount of Rs 8, 14,540/- from the date of passing the bill i.e 17.09.1993 court held that the appellant ought to have paid the sum, which was undisputed according to it at least 6 months of 15.09.1993 i.e 1.5.1994. Having not been paid respondent deserves to be compensated by way of interest from 16.3.1994 till date of payment and not from the date of passing of the bill i.e 15.09.1993.
- NPCC Ltd V/S Joyti Sarup Mitlal Engineers,
- Contractors & Builders --- 2012 (2) Arb. LR 235 (Delhi) (DB)

6.0 Status of Award of Interest Under Various Situations Settled by the Courts

6.1 Where Interest Award Allowed

(i) Delay in Appointment of Arbitrator by Another Party

- “Grant of pre-reference interest was held to be justified, when there was undue delay in the appointment of the arbitrator by the other party”
- M.N. Arora V/S DDA - (2006)2 RAJ 179 (Delhi)

(ii) Award of Interest by Majority of Arbitral Tribunal

- “Where the Majority & Minority arbitrators differed on rates of interest for Pendente lite & future interest, Court did not interfere with discretionary power to award interest, finding of majority affirmed”
- Numaligarh Refinery Ltd V/s Daelim Industrial Co Ltd ---- (2007) 3 Arb. LR 378 (S.C)

(iii) Award Of Interest Pending Disposal Of Objections To Award

- “In case the objections are filed U/S 34 of 1996 Arbitration Act against the award, and those are finally dismissed as unjustified, interest should also be paid on the final amount awarded, till such time as the objections are pending before the court. This is on the basis that for fault of the losing party, the other party can not suffer”
- Yadav Construction Co V/S Bharat sanchar Nigam Ltd --- (2009)1 Arb. LR 359 (MP)

(iv) Award Of Interest On Cost

- “In the absence of an express prohibition, the arbitrator has power to award interest on cost since the successful litigant, but for the arbitral proceedings, would have invested that money and obtained interest on it”
- UP Co. operative Federation Ltd V/s Three circles --- (2009) 4 Arb. L.R 24 (SC)

(v) Award of interest where Dispute Resolution Delayed

- “Where there was 6 years delay in the submission of the final bill and was wholly due to lack of co-operation by opposite party in carrying out measurements, the court up held the award of interest by the arbitration for the period of delay”
- Municipal corporation of Greater Bombay V/S Kulkarni & Co -- (2002) 4 RAJ 353 (Bombay)

(vi) Delay on behalf of Authority

- “Where the delay was caused from the side of authority, the court said that the arbitrator was justified in awarding simple interest”
- J.S. Construction V/s Delhi Development Authority – (2002) 1 Arb. LR 311 (Delhi)
- “Clause barring payment of any interest or damages whatsoever’ held pendente lite & future interest not barred”
- Union of India V/S Deccan Enterprises
(2006) 4 Arb. L.R 444 (Delhi)
- “Where there is a provision that no claim of interest or damages would be entertained in respect of any money or balance which may be lying with the Govt. owing to any dispute, difference or

misunderstanding, it was held that even such a clause was prohibitive of award of interest in all situation. Such a clause does not bar entertaining of a claim to interest”

- State of UP V/S Harish Chandra & Co – (1998) 2 Arb LR 716 (SC)
- “Bar on payment of interest in the contract does not bar the arbitrator from awarding interest”
- Satish Kumar V/S Union of India (2008) 4 RAJ 340 (Delhi)

(vii) Absence of clause of Interest in Agreement

- “The mere absence of a clause allowing interest to any party cannot be Interpreted as a clause prohibit the award of interest.”
- Tomer Construction V/s DDA- (2002) 3 RAJ 270 (Delhi)
- No specific prohibition on the award of interest in contract, interest held rightly awarded”
- Eastern Trading Co V/S Kalpna Lamps & components Ltd --- (2009) 1 Arb LR 62 (Madras)

6.2 Where Interest Award not Allowed

(i) Interest Award Cannot be Allowed by Way of Damages

- “An arbitrator cannot award interest on the award by way of damages”
- M. Venkata Rao V/S Union of India --- (2008) 4 Arb. L.R 69 (AP - DB)
- “A claim for interest which was not allowed as per agreement or under the interest Act,1978 was not allowed by the supreme Court by labelling it as damages”
- Superintending Engineer V/s B. Subba Raddy --- (1999) 2 Arb.L.R 304(S.C)-- (1940 Act)

(ii) Award of Interest for Excessive Delay in Proceedings

- “Excessive delay in arbitration proceedings due to fault of the contractor / claimant, held, in the event of successful claims of the contractor, delay should be taken into due consideration when awarding interest & costs. Arbitrator should not award interest for the stayed period of proceedings Court may also interfere where the arbitrator award interest without taking into account the conduct of the parties.
- ATV Projects Ltd V/s BHEL –(2009) 157 DLT 13 (Delhi)

(iii) Scope of Provisions Against Interest

- “It the agreement between the parties bars or restrict the grant of Interest for amounts with held under the contract, no such interest can be granted against the express agreement of the parties”
- Pt. Munshi Ram & Associate Pvt Ltd V/S DDA ---- 2006 (Suppl) Arb. LR 121 (Delhi)
- “Where under the contract no interest was payable on a disputed claim, the court said that the claims in respect of deductions which required adjudication as to whether the deduction were justified made it a disputed claim and therefore, no interest could be claimed”
- Oil & Natural Gas Corpn Ltd V/S Saw Pipes Ltd--(2003) 2Arb LR 5 (SC)
- “Where Payment was withheld, because of dues under other contracts, no interest on the amount allowed”
- Union of India V/S Shankar Vijay Timber industries -- (2003) 2 RAJ 420 (Delhi)
- “Antelite Interest Cannot be granted by way of damages in the absence of any express or implied contract or usags or custom of the trade in question or the provision of a substantive Law”
- Panday Construction Co V/S State of M.P-- (1998) 2 RAJ 349 (MP-AT)

7.0 Prohibition in Contract Agreement

7.1 Prohibit Arbitrator to Award Interest

- Clause 50 of the contract prohibits interest to be paid if payment is delayed on account of a measurement or otherwise, whereas clause 51 prohibits interest to be paid in respect of money lying with the corporation i.e Security deposits or retention money and also includes a prohibition for interest to be paid owing to any disputes, difference or misunderstanding between the parties or on account of delay or omission to make payment and the clause terminates with phrase in any other respect whatsoever. Both these clauses were in General Condition of Contract (GCC). In view of these prohibition in the contract agreements, interest award made by the majority arbitrators @10% per annum from the date of invocation of Arbitration upto 60 days after the award & there after 18% per annum till payment is made was U/S 34 of 1996 Arbitration Act.
 - Jai Prakash Associates Ltd V/s Tehri Hydro Development Corporation (THDC)
 - 2013 (1) Arb LR 278 (Delhi) (DB)
- Arbitral tribunal awarded interest infavour of the respondent @ 10% per annum for the work done, but not paid, 10% on the refund of security & also 10% for the delayed payments contrary to the express provision of clause 16(2) of the General Conditions of Contract, which prohibit award of interest and there was agreement between the parties as otherwise agreed” within the meaning of Section 31 (7) (a) of 1996 Arbitration Act. Court set aside the interest award Appeal Allowed.
 - Union of India V/S Shyam Constructions --- 2013 (1) Arb. LR 285 (Bombay) (DB)
- “Where ever there is a specific bar against payment of interest in the contract, the arbitrator cannot award any interest for the pre-reference period or the pendentelite. Supreme Court further held that provisions made in 1996 Arbitration Act Section 31 (7) (a) unless otherwise agreed by the parties, no interest is payable for the pre-reference and pendentelite period. Section 28 (3) makes it clear that in all cases, arbitrator shall decide in accordance with the terms of the contract. Therefore the interest awarded was set aside by the Supreme Court.”
 - Sree Kamalchi Ammon Construction V/S The Divisional Railway Manager (works)
 - (2010) 3 Arb LR 442 (SC)

7.2 Arbitrator can Award Interest Despite Prohibition in Contract Agreement

- “Clause barring payment of any interest or damages whatsoever’ held pendentelite & future interest not barred”
 - Union of India V/S Deccan Enterprises --- (2006) 4 Arb. L.R 444 (Delhi)
- “Clause barring Interest refered only to “Earnest Money” “Security Deposits & Amounts Payable, held did not prohibit awarding interest on Govt. Securitises deposited”
 - D. Shivashankar V/S Union of India --- (2007) 4 Arb.LR 23 (Madsas)
- “Clause provided for Security Deposit to be released without interest after specified period, held arbitrator justified in granting interest for the time beyond such period”
 - NPCC Ltd V/S Simplex Concrete piles Ltd--- (2009) 2 Arb. LR 401 (Delhi) (DB)
- “Clause Prohibited interest towards - arrears or any balance of payment or final settlement of accounts – held not prohibits interest on compensation for loss due to delay attributed to the employer”
 - Hindustan Construction Company Ltd V/S Tamil Nadu Electricity Board –(2005) 1 Arb LR 41 (Madrass) (DB)

- “If parties wish to denude the power to award interest such prohibition must be incorporated in the arbitration agreement itself and a mere term in the General Conditions of Contract is ineffective”
- Union of India V/s Pam Developments Pvt. Ltd --- (2005) 3 Arb LR 548 (Calcutta)
- “Where there is a provision that no claim of interest or damages would be entertained in respect of any money or balance which may be lying with the Govt. owing to any dispute, difference or misunderstanding, it was held that even such a clause was prohibitive of award of interest in all situation. Such a clause does not bar entertaining of a claim to interest”
- State of UP V/S Harish Chandra & Co – (1998) 2 Arb LR 716 (SC)
- “Bar on payment of interest in the contract does not bar the arbitrator from awarding interest”
- Satish Kumar V/S Union of India (2008) 4 RAJ 340 (Delhi)
- “Where the agreement provided that every efforts would be made to make payment within two months but the Commission shall not be liable to pay interest if a payment is delayed for some reasons beyond that period or any other amount which may be in their hands pending settlement of dispute or for any reason whatsoever. It was held that this clause operated as bar against the ONGC, but not against the Arbitrator. The latter can award interest on the ascertained which was deducted by way of liquidated damages.
- Oil & Nature Gas Commission V/s Macquegor --- Nair Port Equipment – (2002) 2 Arb LR 151 (Bombay)
- Arbitrator is Competent to award interest even if there is a Bar in Standard General Conditions of contract “Standard General Condition of the Contract did not permit the authority to award interest, but the court held that this did not have the effect of preventing the arbitrator from awarding interest on the amount found due to the claimant”
- Union of India V/s S.B. Patel – (2000) 4 RAJ 160 (AP)

7.3 Rate of Interest Specified in Contract Agreement Reduced by Courts

- “Court reduced the interest of 12% awarded by the arbitrators to 8% as per provision of contract agreement for the period from date of entry of reference to the date of Award. However interest of 12% for the future period i.e from date of award up to date of payment was allowed by the court.
- The chairman, Guindy Industrial Estate V/S Gurumurthy Engg. Enterprises, Civil, Engg. Contractors & others -2012 (4) Arb. LR 185 (Madras)

7.4 Status of Award of Interest where Agreement Prohibited

- The Agreement Prohibited charging of interest, but this plea was not raised before the arbitrator, the District Court & the High Court. The Parties took the agreement to be not putting any bar on the grant of interest. The grant of interest by the arbitrator was upheld by the Supreme Court. However in circumstances of this case, the court reduced the interest from 15% to 6%.
- State of Rajasthan V/s Nav Bharat Construction Co-- (2001) 3 Arb LR 561(SC)

CIAC Fee Structure

Our Philosophy

We believe that all the things that we do for our users –selecting an arbitrator, negotiating the terms of appointment, managing the finances, supervision-we can do more conveniently, more effectively and at less cost, than could the parties themselves. This is where we believe CIAC adds value to arbitration.

CIAC tries to do its part to keep the cost of arbitration attractive. As a not-for-profit organization CIAC only seeks to recover, by way of fees, what it costs CIAC to provide its services. It seeks above all, to give value. Our fee scales reflect these guiding principles.'

How the Fees Apply

CIAC's fee structure is a simple one.

Where a case is conducted according to CIAC's arbitration rules, parties pay an administration fee in cases falling outside CIAC's arbitration rules, where CIAC is asked to appoint an arbitrator, we charge an appointment fee.

The administration fee is pegged to the amount of the claimant and/or counterclaim according to a scale.

The arbitrator appointment fee, on the other hand, is a flat fee, not dependent on the amount of claim.

The arbitrator's fee is pegged to the total amount in dispute, i.e., claim plus counterclaim (if any) including interest claimed up to the commencement of arbitration according to a scale.

Other Fees and Charges

For provision of facilities and support services like arranging arbitration hearing rooms; arranging transcription, translation or interpretation services; or where audio and video recording facilities are arranged, whether in conjunction with an arbitration that CIAC administers or otherwise, the fee would be charged based on the actual cost that would be incurred.

The details of CIAC's Scales of Fee are given in Annexures ("X₁", "X₂", "X₃"), ("Y₁", "Y₂", "Y₃"), ("Z₁", "Z₂", "Z₃"), and (F₁, F₂, F₃) period applicable w.e.f 14.06.2006, 01.04.2011 & 01.09.2013 & 1.1.2016 respectively.

CIAC Administration Fees (Valid with effect from 14th June,2006 till 31st March,2011) (For cases under Arbitration Rules)	
Claim (or) Counter Claim (In Indian Rupees)	Administration Fees (In Indian Rupees)
Upto 50,000	2,750
50,001 to 1,00,000	2,750 + 1.5% excess over 50,000
1,00,001 to 5,00,000	3,500 + 1% excess over 1,00,000
5,00,001 to 10,00,000	7,500 + 0.7% excess over 5,00,000
10,00,001 to 20,00,000	11,000 + 0.45% excess over 10,00,000
20,00,001 to 50,00,000	15,500 + 0.22% excess over 20,00,000
50,00,001 to 1,00,00,000	22,100 + 0.13% excess over 50,00,000
1,00,00,001 to 5,00,00,000	28,600+ 0.05% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	48,600 + 0.03% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	57,600 + 0.02% excess over 8,00,00,000
Over 10,00,00,000	62,000 + 0.01% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 1. The Claimant is to bear the Administration Fees for the Claim. If there is a Counterclaim, the Respondent has to bear the Administration Fees for the Counterclaim. 2. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Administration Fees. 3. Please see Rule 34 of the CIAC Arbitration Rules June,2006 that deals with 'Deposits to Costs and Expenses'. 4. A filing of Rs. 2,500 each is to be paid by the Claimant and Respondent at the time of filing the Notice of Arbitration and Response to the Notice of Arbitration respectively 5. Taxes, if any, shall be payable under the relevant laws of the land. 	

CIAC Appointment Fees (Valid with effect from 14th June,2006 till 31st March,2011 (For ad-hoc arbitrations where CIAC acts as the appointing authority by agreement of parties)	
Number of Arbitrators	Appointment Fees (In Indian Rupees)
One Arbitrator	10,000
Two Arbitrators	18,000
Three Arbitrators	25,000
Note: <ol style="list-style-type: none">1. The fee mentioned in the above table is to be shared equally by the parties. Parties are jointly & severally liable for the Appointment Fee.2. Taxes, if any, shall be payable under the relevant laws of the land.	

CIAC Arbitrator’s Fees (Valid with effect from 14th June,2006 till 31st March,2011) (For cases under CIAC Arbitration Rules and for ad-hoc arbitrations where CIAC appoints arbitrators)	
Sum in Dispute (Claim + Counter Claim) (In Indian Rupees)	Arbitrator’s Fees (In Indian Rupees)
Upto 50,000	5,000
50,001 to 1,00,000	5,000 + 14% excess over 50,000
1,00,001 to 5,00,000	12,000 + 5.25% excess over 1,00,000
5,00,001 to 10,00,000	33,000 + 3.8% excess over 5,00,000
10,00,001 to 20,00,000	52,000 + 1.9% excess over 10,00,000
20,00,001 to 50,00,000	71,000 + 0.9% excess over 20,00,000
50,00,001 to 1,00,00,000	98,000 + 0.5% excess over 50,00,000
1,00,00,001 to 5,00,00,000	1,23,000 + 0.2% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	2,03,000 + 0.13% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	2,42,000 + 0.09% excess over 8,00,00,000
Over 10,00,00,000	2,60,000 + 0.06% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 1. The fee mentioned in the above table is the amount payable to one arbitrator. If there are 3 arbitrators, the fees would have to be multiplied by 3. 2. The fee is pegged to the entire sum in dispute [i.e. Claim plus Counterclaim (if any)]. The fees would have to be shared equally by the parties in the first instance. Parties are jointly & severally liable for the Arbitrator’s Fees. 3. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Arbitrator’s Fees. 4. Please see Rule 34 of the CIAC Arbitration Rules June,2006 that deals with ‘Deposits to Costs and Expenses’. 5. Taxes, if any, shall be payable under the relevant laws of the land. 	

CIAC Administration Fees (Valid with effect from 01st April,2011 till 31st August,2013) (For cases under CIAC Arbitration Rules)	
Claim (or) Counter Claim (In Indian Rupees)	Administration Fees (In Indian Rupees)
Upto 50,000	5,500
50,001 to 1,00,000	5,500 + 3.0% excess over 50,000
1,00,001 to 5,00,000	7,000 + 2% excess over 1,00,000
5,00,001 to 10,00,000	15,000 + 1.4% excess over 5,00,000
10,00,001 to 20,00,000	22,000 + 0.90% excess over 10,00,000
20,00,001 to 50,00,000	31,000 + 0.44% excess over 20,00,000
50,00,001 to 1,00,00,000	44,200 + 0.26% excess over 50,00,000
1,00,00,001 to 5,00,00,000	57,200+ 0.10% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	97,200 + 0.06% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	1,15,200 + 0.044% excess over 8,00,00,000
Over 10,00,00,000	1,24,000 + 0.02% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 1. The Claimant is to bear the Administration Fees for the Claim. If there is a Counterclaim, the Respondent has to bear the Administration Fees for the Counterclaim. 2. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Administration Fees. 3. Please see Rule 34 of the CIAC Arbitration Rules June,2006 that deals with ‘Deposits to Costs and Expenses’. 4. A filing fee of Rs. 5,000 each is to be paid by the Claimant and Respondent at the time of filing the Notice of Arbitration and Response to the Notice of Arbitration respectively 5. Taxes, if any, shall be payable under the relevant laws of the land. 	

Annexure – “Y₂”

CIAC Arbitrator’s Appointment Fees (Valid with effect from 01st April,2011 till 31st August,2013) (For ad-hoc arbitrations where CIAC acts as the appointing authority by agreement of parties)	
Number of Arbitrators	Appointment Fees (In Indian Rupees)
One Arbitrator	20,000
Two Arbitrators	36,000
Three Arbitrators	50,000
Note: <ol style="list-style-type: none">1. The fee mentioned in the above table is to be shared equally by the parties. Parties are jointly & severally liable for the Appointment Fee.2. Taxes, if any, shall be payable under the relevant laws of the land.	

CIAC Arbitrator's Fees (Valid with effect from 01st April,2011 till 31st August,2013)) (For cases under CIAC Arbitration Rules and for ad-hoc arbitrations where CIAC appoints arbitrators)	
Sum in Dispute (Claim + Counter Claim) (In Indian Rupees)	Arbitrator's Fees (In Indian Rupees)
Upto 50,000	10,000
50,001 to 1,00,000	10,000 + 28% excess over 50,000
1,00,001 to 5,00,000	24,000 + 10.50% excess over 1,00,000
5,00,001 to 10,00,000	66,000 + 7.6% excess over 5,00,000
10,00,001 to 20,00,000	1,04,000 + 3.8% excess over 10,00,000
20,00,001 to 50,00,000	1,42,000 + 1.8% excess over 20,00,000
50,00,001 to 1,00,00,000	1,96,000 + 1.0% excess over 50,00,000
1,00,00,001 to 5,00,00,000	2,46,000 + 0.4% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	4,06,000 + 0.26% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	4,84,000 + 0.18% excess over 8,00,00,000
Over 10,00,00,000	5,20,000 + 0.12% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 1. The fee mentioned in the above table is the amount payable to one arbitrator. If there are 3 arbitrators, the fees would have to be multiplied by 3. 2. The fee is pegged to the entire sum in dispute [i.e. Claim plus Counterclaim (if any)]. The fees would have to be shared equally by the parties in the first instance. Parties are jointly & severally liable for the Arbitrator's Fees. 3. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Arbitrator's Fees. 4. Please see Rule 34 of the CIAC Arbitration Rules June,2006 that deals with 'Deposits to Costs and Expenses'. 5. Taxes, if any, shall be payable under the relevant laws of the land. 	

CIAC Administration Fees (Valid with effect from 01st September,2013 till 31st December, 2015) (For cases under CIAC Arbitration Rules)	
Sum in Dispute (Claim plus Counter Claim plus interest claimed upto commencement of Arbitration) (In Indian Rupees)	Administration Fees (In Indian Rupees)
Upto 50,000	10,000
50,001 to 1,00,000	10,000 + 20% excess over 50,000
1,00,001 to 5,00,000	20,000 + 10% excess over 1,00,000
5,00,001 to 10,00,000	60,000 + 6% excess over 5,00,000
10,00,001 to 20,00,000	90,000 + 2% excess over 10,00,000
20,00,001 to 50,00,000	1,10,000 + 1.5% excess over 20,00,000
50,00,001 to 1,00,00,000	1,55,000 + 1.0% excess over 50,00,000
1,00,00,001 to 5,00,00,000	2,05,000+ 0.40% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	3,65,000 + 0.25% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	4,40,000 + 0.15% excess over 8,00,00,000
Over 10,00,00,000	4,70,000+ 0.10% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 1. The administrative fee worked out shall be shared equally by the claimant & respondent. 2. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Administration Fees. 3. Please see Rule 41 of the “CIAC Arbitration Rules, 2013” that deals with ‘Deposits & Costs and Expenses’. 4. A Registration Fee Rs. 10,000 for a claim upto Rs.1 Crore & Rs. 20,000 for a claim more 1 Crore is to be paid by the Claimant and Respondent at the time of filing the Notice of Arbitration and Response to the Notice of Arbitration respectively. 5. Taxes, if any, shall be payable under the relevant laws of the land. 	

CIAC Arbitrator's Appointment Fees (Valid with effect from 01st September,2013 till 31st December, 2015) (For ad-hoc arbitrations where CIAC acts as the appointing authority by agreement of parties)	
Number of Arbitrators	Appointment Fees (In Indian Rupees)
One Arbitrator	25,000
Two Arbitrators	45,000
Three Arbitrators	60,000
Note: 1. The fee mentioned in the above table is to be shared equally by the parties. Parties are jointly & severally liable for the Appointment Fee. 2. Taxes, if any, shall be payable under the relevant laws of the land.	

CIAC Arbitrator’s Fees (Valid with effect from 01st September, 2013 till 31st December, 2015) (For cases under CIAC Arbitration Rules and for ad-hoc arbitrations where CIAC appoints arbitrators)	
Sum in Dispute (Claim plus Counter Claim plus interest claimed upto commencement of Arbitration) (In Indian Rupees)	Arbitrator’s Fees (In Indian Rupees)
Upto 50,000	10,000
50,001 to 1,00,000	10,000 + 28% excess over 50,000
1,00,001 to 5,00,000	24,000 + 10.50% excess over 1,00,000
5,00,001 to 10,00,000	66,000 + 7.6% excess over 5,00,000
10,00,001 to 20,00,000	1,04,000 + 3.8% excess over 10,00,000
20,00,001 to 50,00,000	1,42,000 + 2.25% excess over 20,00,000
50,00,001 to 1,00,00,000	2,09,500 + 2.00% excess over 50,00,000
1,00,00,001 to 5,00,00,000	3,09,500 + 0.50% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	5,09,500 + 0.4% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	5,99,500 + 0.3% excess over 8,00,00,000
Over 10,00,00,000	6,59,500 + 0.2% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 1. The fee mentioned in the above table is the amount payable to one arbitrator. If there are 3 arbitrators, the fees would have to be multiplied by 3. 2. The fee is pegged to the entire sum in dispute [i.e. Claim plus Counter Claim plus Interest claimed upto commencement of Arbitration]. The fees would have to be shared equally by the parties in the first instance. Parties are jointly & severally liable for the Arbitrator’s Fees & payment of other CIAC’s expenditures. 3. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Arbitrator’s Fees & other expenses payable in advance. 4. Please see Rule 41 of the “CIAC Arbitration Rules, 2013” that deals with ‘Deposits & Costs and Expenses’. 5. Taxes, if any, shall be payable under the relevant laws of the land. 	

Annexure – “F₁”

CIAC Administration Fees (Valid with effect from 1st January, 2016 till further amendment) (For cases under CIAC Arbitration Rules)	
Sum in Dispute (Claim plus Counter Claim plus interest claimed upto commencement of Arbitration) (In Indian Rupees)	Administration Fees (In Indian Rupees)
1,00,001 to 5,00,000	20,000 + 10% excess over 1,00,000
5,00,001 to 10,00,000	60,000 + 6% excess over 5,00,000
10,00,001 to 20,00,000	90,000 + 2% excess over 10,00,000
20,00,001 to 50,00,000	1,10,000 + 1.5% excess over 20,00,000
50,00,001 to 1,00,00,000	1,55,000 + 1.3% excess over 50,00,000
1,00,00,001 to 5,00,00,000	2,20,000 + 0.40% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	3,80,000 + 0.25% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	4,55,000 + 0.18% excess over 8,00,00,000
Over 10,00,00,000	4,91,000 + 0.17% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 6. The administrative fee worked out shall be shared equally by the claimant & respondent. 7. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Administration Fees. 8. Please see Rule 41 of the “CIAC Arbitration Rules, 2013” that deals with ‘Deposits & Costs and Expenses’. 9. A Registration Fee Rs. 10,000 for a claim upto Rs.1 Crore & Rs. 20,000 for a claim more 1 Crore is to be paid by the Claimant and Respondent at the time of filing the Notice of Arbitration and Response to the Notice of Arbitration respectively. 10. Taxes, if any, shall be payable under the relevant laws of the land. 	

CIAC Arbitrator’s Appointment Fees (Valid with effect from 1st January, 2016 till further amendment) (For ad-hoc arbitrations where CIAC acts as the appointing authority by agreement of parties)	
Number of Arbitrators	Appointment Fees (In Indian Rupees)
One Arbitrator	30,000
Two Arbitrators	60,000
Three Arbitrators	90,000
Note: 3. The fee mentioned in the above table is to be shared equally by the parties. Parties are jointly & severally liable for the Appointment Fee. 4. Taxes, if any, shall be payable under the relevant laws of the land.	

CIAC Arbitrator's Fees (Valid with effect from 1st January, 2016 till further amendment) (For cases under CIAC Arbitration Rules and for ad-hoc arbitrations where CIAC appoints arbitrators)	
Sum in Dispute (Claim plus Counter Claim plus interest claimed upto commencement of Arbitration) (In Indian Rupees)	Arbitrator's Fees (In Indian Rupees)
1,00,001 to 5,00,000	30,000 + 10.0% excess over 1,00,000
5,00,001 to 10,00,000	70,000 + 8% excess over 5,00,000
10,00,001 to 20,00,000	1,10,000 + 4% excess over 10,00,000
20,00,001 to 50,00,000	1,50,000 + 3% excess over 20,00,000
50,00,001 to 1,00,00,000	2,40,000 + 2.00% excess over 50,00,000
1,00,00,001 to 5,00,00,000	3,40,000 + 0.50% excess over 1,00,00,000
5,00,00,001 to 8,00,00,000	5,40,000 + 0.4% excess over 5,00,00,000
8,00,00,001 to 10,00,00,000	6,30,000 + 0.3% excess over 8,00,00,000
Over 10,00,00,000	6,90,000 + 0.24% excess over 10,00,00,000
Note: <ol style="list-style-type: none"> 6. The fee mentioned in the above table is the amount payable to one arbitrator. If there are 3 arbitrators, the fees would have to be multiplied by 3. 7. The fee is pegged to the entire sum in dispute [i.e. Claim plus Counter Claim plus Interest claimed upto commencement of Arbitration]. The fees would have to be shared equally by the parties in the first instance. Parties are jointly & severally liable for the Arbitrator's Fees & payment of other CIAC's expenditures. 8. If the Claim and/or Counterclaim is not quantified, the Registrar of CIAC would fix the Arbitrator's Fees & other expenses payable in advance. 9. Please see Rule 41 of the "CIAC Arbitration Rules, 2013" that deals with 'Deposits & Costs and Expenses'. 10. Taxes, if any, shall be payable under the relevant laws of the land. 	

Construction Industry Arbitration Council (CIAC)**List of Empanelled Arbitrators**

There are 344 Empanelled Arbitrators including 28 Arbitrators of Royal kingdom of Bhutan on CIAC panel of arbitrators from various categories such as Judges, Advocates, Engineers, Chartered Engineers, Chartered Accountant, Businessman, Foreign National, other specialists as per list given below: -

List of Empanelled Arbitrators**A. 285 – Empanelled Arbitrators, where details are available**

Sl. No	Salutation	Name, Designation & Organisation	Address	Contact No & E-mail Id
1.	Shri	A. B. L Srivastava EXDCA NHPC	C-301 Stellar Park Apartment, C-58/24 Sector 62 Noida- 201309 Uttar Pradesh	Tel:- 2400403 M:- 9811301791 abl.srivastava@yhaoo.com
2.	Er.	A. D. Narain Former Director General	B-186/ Sector 26, Noida- 201 301 Uttar Pradesh	M:- 95120- 527712, 98100 94174 adnarain@ictonline.com
3.	Er.	A. P. Radhakrishnan Practicing Arbitrator Adjudicator, Valuer and Chartered Engineer	Resu: Door No. 8 Plot No. 1669, 27th Street, Poompuhar Nagar, Kolathur, Chennai- 600099 Tamil Nadu	Tel:- 044-4356 7876, 25507876 M:- 9677039999 950apradha@gmail.com apraconsulting@live.in apradha@gmail.com
4.	Er.	A. P. S. Manocha Chief Manager Rural Electrification Corporation Ltd.	Core-4, SCOPE Complex, 7 Lodi Road, Delhi- 110003, Delhi	Ph: 011-24365161 24365460 Fax: 011-24360644 reccorp@recl.nic.in
5.	Shri	Abhay Ramakant Jadhav Jr. Law Officer (Add. Charge) Navi Mumbai Municipal Corporation	7th Floor, Belapur Bhavan, CBD Belapur Navi Mumbai- 400614, Maharashtra	Fax: 022-27573785 M:- 9869238212 lawnmmc@yahoo.com
6.	Er.	Aditya Kumar Mittal Member Engineering (Retd) Railway Board & Ex office Secretary to Govt. of India.	Flat - 3102, Vaba Sgree, Plot 1&2, Sector 58A Plam Beach Road, Nnear Siza woods Estasiza Nierul Navi Mumbai- 400706, Maharashtra	M :- 9560527000 adityakumarmittal@gmail.com

7.	Er.	Ajay Kumar Former Executive Director ONGC	Flat-203 Tower 3 the Palms, South City, Gurgaon, Hararyana	Mob: - 09868282111 ajaykumar429@msn.com
8.	Er.	Ajay Kumar Nagpal Project Manager (Civil) Civil Centre, NDMC	A-3, MCD Flat, Soami Nagar, Delhi- 110017, Delhi	M:- 9717788489 ajayknagpal@gmail.com
9.	Er.	Ajit Singh Yadav Consulting Engineer	422/32, Onkar Nagar -C, Trinagar, Delhi- 110054, Delhi	M:- 9717787947 sarvavishwa@gmail.com
10.	Shri	Ajith P. GMR Infrastructure Ltd.	IBC Knowledge Park, Phase – 2, “D” Block, 4th Floor, 4/1, Banerghatta Road, Bangalore- 560 029, Karnataka	Ph: 080 – 4053 3399 (D) 080 – 4053 3283 M:- 9008302046 Ajit.p@gmrgroup.in
11.	Er.	Akhilesh Srivastava CGM (HO & IT) NHAI	Dawarka, Delhi	M:- 09491993344 akhilesh1467@yahoo.com
12.	Mr.	Alok Srivastava Advocate	269/144, Birhana (Near Birhana Park), Lucknow- 226004, Uttar Pradesh	M:- 9236540933 aloksrivastava410@gmail.com
13.	Er.	Amit Yadav Executive Director (Engg.) HRD/ OD Department	5th Floor, “Yogaksherna”, Central Office, Jeevan Bima Marg, Mumbai- 400021, Maharashtra	Tel:- 022-22852177, 66598547 co_hrdod@licindia.com
14.	Adv.	Amod Kumar Dalela Managing Patner Dalela & Dala	H-408, Ajnara Landmark Apartments Plot No – 18, Secltdr – IV Vaishal Ghaziabad- 201306, Uttar Pradesh	M:- 9818045168 amod.dalela@gmail.com admin.ik@nk.in
15.	Er.	Amrish Kumar Singh Consulting Engineer	Delhi/ H. No.- 156, Shahpur Jat , Delhi-110049 Delhi	M:- 7838834065 aksee1965@gmail.com
16.	Er.	Amrit Lal Aggarwal Chief Engineer (Retd) Municipal Corporation of Delhi	Block No. C4A, Flat No -1A, Janak Puri, Delhi- 110058 Delhi	M:- 9811100361 amritlalag@gmail.com
17.	Shri	Anil Bhatnagar	332 Lawyers Chambers, Delhi High Court, Delhi- 110003, Delhi	2371 4408 23317746/ 23357097 M:- 98100 40483 bhatnagar.anil@hotmail.com anil@duaassociates.com

18.	Mr.	Anil Kumar Gupta Chief Law Officer North Delhi Municipal Corporation	D-11/51 Sector 8 Rohini, Delhi, Rohini, Delhi-110085, Delhi	M:- 09717788621 akg621@gmail.com
19.	Er.	Anil Kumar Consultant Engineers MD Rohila Techno legal Consultants	DA/104A, DDA Flats, Near Clock Tower, Hari Nagar, 176, Ankur Apptt., J.P. Ext. Patpar Ganj, Delhi-110092, Delhi	M:- 7838701446 anil.kumar25.09@gmail.com
20.	Shri	Anil Mehar Singh Jarial Juris Corp Advocates & Solicitors	1104 A, Raheja Chambers, Free Press Journal Marg, Nariman Point- Mumbai- 400021, Maharashtra	Ph: 022 – 4057 5555 Fax: 022- 2204 3579 M:- 9820354159 a.jarial@jclcx.com
21.	Mr.	Anjani Nath Khare Advocate High Court, Lucknow Bench	Sec 19 – 533 Indira Nagar, Lucknow- 226016, Uttar Pradesh	M:- 94517978636, 7275099904 khareanjaninath@yahoo.com ankhare2015@outlook.com
22.	Arch.	Anupama Kohli Director Anupama & Associates	D-4/4112, Vasant Kunj 1673-A Sector B-1 Vasant Kunj, Delhi	M:- 9810261697 anupamakohli@yahoo.co.in
23.	Shri	Arunav Pankaj C & C Construction Limited	Plot No. 70, Sector – 32 Gurgaon- 122 001, Harayana	Ph: 0124 – 453 6666 Fax: 0124 – 453 6799 M:- 093123 04710 arunav@candcinfrastructure.com
24.	Er.	Ashok Kumar Goel Superintending Engineer (P & A) CPWD	1/VI, Nirman Vihar-2, Sector- 2, Vidyadhar Nagar, Jaipur- 302023, Rajasthan	Tel:- 23411682 F- 23413663 R- 26887643 Akg123akg@rediffmail.com
25.	Adv.	Ashwin B. Ankhad Advocate	101, Podar Chambers S.A Brelvi Road Fort , Mumbai - 400001, Maharashtra	M:- 9821151676 ashwinankhad@gmail.com
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27.	Er.	Avdesh Chandra Bhatia Vice President (Project Monitoring) LICHFLAMC	A- 601, Shanti Height, Tlst No 2,3,9B,10 Sector-11 Koperkhairane, Ncivi Mumbai – 400709, Maharashtra	M:- 7506310511 acbhatia53@gmail.com

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29.	C.A Shri	B.L Gupta Chartered Accountant. Spl.in Income tax, Sale tax & Company Law	A 1/9 Shakti Nagar Ext Delhi- 110052, Delhi	M:- 9312391114 guptablca@gmail.com
30.	Mr.	B.S.Saluja Former Member, ITAT Secretary General, ICADR	BJ-66, West Shalimar Bagh Delhi- 110088, Delhi	Tel:- 26139704, 27470516 (R) 27476249 icadr@nic.in
31.	Shri	Balaji Pathak Legal Officer M/s. EDAC Engg. Ltd	Spic House, 88 Mount Road Guindy, Chennai- 600032, Tamil Nadu	Ph: 044 – 2230 1941 Fax: 044 – 2230 1946 M:- 09841292170 legal@edacengineering.com pathakbala@yahoo.co.in
32.	Er.	Bharat Dhaneshwar Trivedi Engineer & Consultant	3, Juhu – Jyoti, Linking Road Extn, Santacruz (West) Mumbai-400054 Maharashtra	022- 2660 8791 F- 022-26608791 M:-98202 32998 tarwadi@vsnl.com
33.	Er.	Bhawani Datt Joshi B. Tech.(Civil). (Highway Engg)	F-321,Sarita Vihar Delhi-110076, Delhi	M:-08745813737 joshibhawani@yahoo.co.in
34.	Er.	Bhuvnesh Prakash Khare Former General Manager, Railway Ministry of Railway G.O.I	47,Shree Golden City Phase- I, Jaat Khedi, Hoshangabad Road Near Vrindavan Garden, Bhopal -462026, Madhya Pradesh	M:- 7554904981 bpkhare@gmail.com
35.	Er.	Binay Ranjan Jain Sr. Advisor ECI	902, Gokul Apartmeents, Sector 45, 1505-06, T2, Sayana, Rps city, Sector 88, Faridabad- 121010, Harayana	M:- 8750065714 jainbinay@gmail.com
36.	Adv.	Brajesh Kumar Advocate-on- Record Supreme Court of India	D- 62, LGF Gulmohar Park Region, Delhi-110049, Delhi	M:- 9810528057 bhagatehambrrslp@gmail.com advbrajesh@gmail.com
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41.	Er.	Chandra Kumar Bafna Additional Chief Engineer (Retd) Public Works Department, Govt. of Rajasthan	Sobhagya, 32A, Indra Nagar, Gopalpura Mod, Tonk Road, Jaipur- 302018 Rajasthan	M:- 9799996935 madhuzck@yahoo.com
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51.	Er.	Deepak Rai Consulting Engineer	58 A/1 Friends Colony East Delhi-	M:- 9810030737, 41671737 raideepak@yahoo.com
52.	Er.	Devinder Paul Bajaj Technical Advisor, PUDA Chief Engineer Punjab PWD (B&R)	Retired House No. 311, Sector 7, Panchkula- 134109, Harayana	R : 0172- 2597710 M:- 9815187311 bajajdp@yahoo.com
53.	Adv.	Dharamvir Gupta Advocate High Court & Arbitrator Delhi High Court	106 Rajdhane Enclave Pitam Pura – Delhi- 110034, Delhi	M:- 9868177136 maildvgupta@gmail.com
54.	Dr.	Dhaval M. Parikh Chief Operating Officer	4 Mamta Park Behind Nnavigujrat Collage Usmanpura India. Sai House' Satyam Corporate Square Behind Rajpath Club Bodakdev- Ahmedabad- 380014, Gujarat	Tele :- 079- 27543736 Fax :- 079 – 66142900 M:- 9825060153 dparikh@saiindia.com dparikh@sysstra.com
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56.	Er.	Dinesh Kumar Consultant & Arbitrator, Former E- IN-C, Retired Engineer in Chief / Special DG, CPWD	533,Pocket E, Mayur Vihar, Phase-2 , Delhi- 110091, Delhi	M:-09810718565 dineshkumar@gmail.com
57.	Dr.	Dinesh Kumar Goyal IAS (Retired) Addl. Chief Secretary	B-196, University Marg, Bapu Nagar Flat No. 401, Landmark Building- 302015, Rajasthan	M:- 9829055522 dineshkumargoyal@gmail.com

58.	Hon.	Edward Mark Gajanayake de Zylva Chairman Emeritus SAARC-Construction Industry Council	C/o C G Fund, Level 1, "Sausiripaya", 123, Wijerama Mawatha, Colombo 7, Sri Lanka	Tele/Fax : 94-1-2673087/88, Fax 94-1-2670966 M:- 0094- 777738722, 2850212 saarc_cic@mail.ewisl.net
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60.	Er.	G. M. Naik Parrikar Executive Engineer PWD	Goab Shri Shantadurga, Prasad, 16, P.D.A. Colony Porvorim-Bardez, Porvorim- 403521, Goa	M:- 09370699817 gurunathmn_54@yahoo.co.in
61.	Shri	G. S. Prakash Company Secretary Karnataka Neeravari Nigam Limited	4th Floor, Coffee Board Building, No. 1, Dr. B. R. Ambedkar Veedhi Bangalore - 560 001, Karnataka	Ph: 080 – 228 3074 – 78 Fax: 080 – 2238 6015 M:- 09448364972 gs_prakash@hotmail.com
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63.	Er.	Ganesh Chandra Kabi Retd.(Voluntary) Chief Engineer CPWD	Vivachan B-28,Lower Ground Floor, Shivalik, Malviya Nagar, Delhi.	M:-09830522004 gckabi@gmail.com
64.	Smt.	Gargi Malhotra FA&CAO/MM, CGM/Admn UHBVN, Panchkula	Uttar Haryana Bijli Vitran Nigam Limited C-16, Vidyut Sadan, Sector-6 Panchkula- 134109, Hararyana	Tel:- 0172-2563094 0172-2565474 malhotra.gargi@gmail.com
65.	Er.	Gauri Shankar Dubey Former E.D – SAI & Arbitrator, Mediator Consultant Arbitrator	40C, Vijay Mandal Enclave, Delhi.- 110016	M:- 9599557892 gsddm1950@gmail.com

66.	Mr.	Girish Chandra Shukla Chartered Accountant	(PRACTICING) 543, MOTI NAGAR, DISTRICT UNNAO , Lucknow- 209801 Uttar Pradesh	M:- 9839209719 girishchshukla15@gmail.com
67.	Er.	Gobinath Kandasamy Advocate, Arbitrator Technolegal Consultant Surana & Surana International Attorneys, Chhennai	3rd Floor , Kiruba Apartments New No: 8, 4th Cross Street, C.I.T. Colony, Mylapore, Chennai- 600004 Tamil Nadu	M:- 9677010257, 9884810257 gobinathk@yahoo.com
68.	Er.	Gopal Krishan Nandan Retired as Chief Engineer/ Euesgy Consultant	House No - 1235, Sec ToR – 26, Panchkula- 134116, Harayana	Ph: 0172-2587342 Fax:0172-2585710 Te:- 2550627 M:- 8591261235 gknandan@gmail.com
69.	Shri	H. Jayesh Founder Partner Juris Corp Advocates & Solicitors	1104 A, Raheja Chambers, Free Press Journal Marg, Nariman Point, Mumbai- 400021, Maharashtra	Ph: 022 – 4057 5555 Fax: 022- 2204 3579 h_jayesh@jclcx.com
70.	Shri.	H. M Sundaram Contract Management Consultant & Arbitrator	A-12/6 Shreeramnagar, S.V. Road Andheri – West, Mumbai – 400058, Maharashtra	M:- 9833588025, 3869691308 jaimohan18@gmail.com
71.	Shri	H.S. Mohamed Rafi Advocate - Arbitrator	Old. No. 101, New No. 12, Ellai amman Colony, Teynampet, Chennai- 600018, Tamil Nadu	hsmohamedrafi@yahoo.co.in
72.	Shri	Hari Easwaran General Manager B&I Punj Lloyd Ltd.	78, Institutional Area Sector 32, Gurgaon- 122001, Harayana	Ph:1242640296 M:-09717015454 harieaswaran@punjlloyd.com
73.	Er.	Harish Lal Chawla Consultant world Bank	B-2/ 100 Saedarjung Enclabe, NCT North, Delhi -110029, Delhi	O- 51651799 TF R- 2610 8346 M:- 98107 03101 hlchawla40@gmail.com
74.	Shri	Harjinder Singh Head-Railway Division Kalpataru Power Transmission Ltd.	327-330 Som Dutt Chambers II, 9, Bhikaji Cama Place, Delhi-110066, Delhi	26104904, 26101251, 26101195 Fax No.: 26104916 M:- 98182 10334, 88004 93050 harjinder.singh@kalpatarupower.com

75.	Shri	Harkirat Sawhney Advocates & Legal Consultants Bakshi Sawhney Associates	E-125, Himalaya House 23 Kasturba Gandhi Marg, Delhi- 110 001, Delhi	O: 23320664 F : 23351031 R : 0120-3942797 M:- 9810000381 harkirats@hotmail.com
76.	Shri	Hemant Ambalal Upadhyay AGM- Contracts IVRCL Infrastructure Ltd.	“MIHIR”, 8-2-350/5/A/24/1B, Road # 2, Banjara Hills, Hyderabad - 500034, Telangana	Ph. 04030931079 M:-9676849090 hemantaupdhyay@gmail.com , hemantua@ivrinfra.com
77.	Shri	Hemant Kumar Sharma Advisor (Hydro) ISW Energy	C/o Sh. Anand Sarup Sharma, Dhariwal House, Ram Nagar, Shimla- 171 004 Himachal Pradesh	M:- 9816645750, 8527044466 hk.sharma1954@gmail.com hk.sharma@isw.in
78.	Adv.	Himanshu Upadhyay Supreme Court Lawyer Supreme Court	B-3, Shivlok Apartment, Sector VI, Plot No. VI, Dwarka F-3, Manish Metro-4, Sector-12, Plot No. 4, Pocket- 4, Near K.M. Chowk, Dwarka, Delhi	Tel:- 011-45702829 M:- 9811254646 upadhyaya@hotmail.com
79.	Mr.	Himanshu Kumar Bachhil Advocate	3/894, Vastu Khand, Gomti Nagar, Lucknow- 226010, Uttar Pradesh	M:- 9473584172 hbachhil@gmail.com
80.	Er.	Inder Mohan Singh Former Engineer-in-Chief PWD, Delhi Govt.	C-447, Sheikh Sarai, Phase-I Delhi- 110017, Delhi	Tel.011-41864151 R:- 011-26019914 M:- 98105 06635 imsingh@gmail.com
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284	Shri	VP Agrawal Former Chairman Airport Authority of India	J-7/8A, DLF City- 2 Gurgaon- 122002 Hararyana	Tel:- 41422169 M:- 9818880044 vijaipagrawd@yahoo.com
285.	Mrs.	Yogita Anish Paralkar Asst. Legal Advisor Mumbai Metropolitan Region Development Authority, Bandra Kurla Complex,	Bandra €, Mumbai – 400051 Maharashtra	Ph: 022-26594146 Fax:022-26591264 M:- 08108190072 yomtra@hotmail.com legalmmrda@yahoo.com

B. 59– Empanelled Arbitrators, whose latest details are still awaited: Anyone having their where abouts are requested to inform to CIAC through its E-mail ciacjune2006@gmail.com or eropguptavsm@yahoo.com.

List of Arbitrator

Sl. No	Salutation	Name, Designation & Organization	Contact No
1	Shri	A.C.C Unni Former Law Officer, Law Commission of India & Advocate	No Details
2	Shri	Amul Gogna Managing Director (Ratings) IDEA carbon	No Details

3	Shri .	Anil Kumar Mukherjee Advocate 'Shaurya Apartments' B-9/7B, Sector – 62, Noida – 201301	Ph: 0120-2403042
4	Justice (Retd.)	Arun B. Saharya Former Chief Justice Punjab & Haryana High Court	No Details
5	Er.	Arvind. S Patil Additional Chief Engineer CIDCO Ltd. Third floor, CIDCO Bhawan, CBD Belapur, Navi Mumbai, Maharashtra	9819090680 Fax: 67918562
6	Shri	Ashok Kumar Former Chairman & Managing Director Hospital Services Consultancy Corporation India Ltd.	No Details
7	Shri	Ashutosh Burathoki Former President Advocate Himachal Pradesh High Court Bar Association Shimla - 171001 Himachal Pradesh	0177- 2812036 M-09418104455
8	Shri	B.S. Baswan Former Secretary, GOI Senior Consultant Planning Commission, Govt. of India	No Details
9	Shri	Basant Kumar Former Addl. Secretary Government of India DX-160, Kendriya Vihar, Sector- 56 Gurgaon – 122003	H: 95124- 2572107 M : 9810800313
10	Shri	C. R. DuaPartner Dua Associates	No Details
11	Shri	D. P. Misra Deputy Managing director Jacobs H&G Private Limited	No Details

12	Dr.	D. Subrahmanyam Executive Director Human Settlement Management Institute (HSMI) Housing & Urban Development Corporation Ltd.	No Details
13	Brigadier	Deepak J. Thosre Addl. Chief Engineer (Works)	No Details
14	Shri	Dhruba Ranjan Ray Head- Metallurgical, Material handling & Water operating Company Larsen & Toubro Ltd.	No Details
15	Shri	G. K. Balaya Goyal MG Gases Pvt. Ltd. 960/4, Urban Estate Gurgaon –122001	0124- 2254612 F- 26847477
16	Shri	H.K. Kaul Former Director (Commercial Engineers India Ltd.	No Details
17	Shri	I. S. Parswal Executive Director (Commercial) NTPC Ltd.	No Details
18	Ms.	Indu Malhotra Advocate Supreme Court of India	No Details
19	Er.	J.N. Bhavani Prasad Former Director General (Works) CPWD	No Details
20	Shri	John Michael Golden Advisor International Laws Dua Associates	No Details
21	Er.	K. Karunakaran Superintendent Engineer (Marine) Chennai Port Trust	No Details
22	Shri	K. R. Ganesh Deputy General Manager Contracts (B& F) Larsen & Toubro Ltd.	No Details

23	Er.	K. S. Ramaswamy Former Chief Engineer No. 511/47, "Sreeniketan" 8th Cross, West of Kanakapura Road, 7th Block, Jayanagar, Bangalore –560 082	080- 26771800 M- 98442-30569
24	Shri	K.K. Garg Director (Finance) Satluj Vidyut Nigam Ltd	No Details
25	Er.	Krishan Kumar Former Director General (Works) CPWD 62, Deshbandhu Appartments, Alaknanda, Kalkaji, New Delhi	R- 26211220, 23022203
26	Shri	M S Verma Former Chairman Telecom Regulatory Authority of India (TRAI)	No Details
27	Shri	Madhurendra Nath Jha Head, Trade Policy Practice J. Sagar & Associates, Advocates	No Details
28	Shri	Mohinder Kumar Verma Treasure Indian Society for trenchless Technology	No Details
29	Er.	Narain Prakash Mathur Former Chief Engineer, PWD BE (Civil), FIE, LLB, MICC Arbitrator/ Techno Legal Consultant Kear Kunj, 3, Hari Marg, Civil Lines, Near Jain Temple Jaipur (Raj.) – 302006	0141- 2225755 M- 9829603117
30	Shri	Naresh Sethi Chief General Manager PEC Ltd.	No Details
31	Shri	Nitin Kapur Executive Director Radisson Hotel	No Details
32	Shri	P. Muthu CTM (Traffic Department) Chennai port Trust	No Details

33	Shri	P.K. Mookherjee Vice President (Finance) Continental- Foundation Joint Venture	No Details
34	Shri	P.K. Pandey Executive Director SREI Infrastructure Finance Ltd	No Details
35	Shri	Purushothama Kaimal Radhakrishnan Former Chief Engineer & Administrator Andaman Lakshadweep Harbour Works Kochi, Ernakulam	No Details
36	Ms.	Rekha Bhargava	No Details
37	Dr.	R. Kapur Director Umak Investment Co. Pvt. Ltd.	No Details
38	Shri	R.B. Jhalani Executive Vice President Unitech Ltd.	No Details
39	Shri	Ravi Shanker Deputy Project Manager Claim & Legal (Contracts) Dy. Project Manager – Claim & Legal (Contracts) U. P. State Bridge Corporation Ltd., 16, Madan Mohan Malviya Marg, Setu Bhawan, Lucknow- 226001 Res: 1/82, Viram Khand Gomti Nagar, Lucknow-226010	0522- 2209792 Ext.347 R- 2391663 F- 2209798
40	Er.	S. Konduswamy Executive Engineer Chennai Port Trust	No Details
41	Shri	S. Pichaiya Pichaiya & Associates Valuers	No Details
42	Er.	S. Prabakaran Executive Engineer Chennai Metro Water Supply & Sewerage Board	No Details

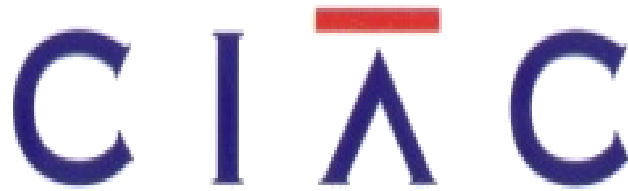
43	Er.	S. Radha Krishnan Former Chief Engineer (Independent Power Project)	No Details
44	Shri	S. Sivaraman Managing Director Madars Institute of Project Management Consultancy	No Details
45	Shri	S. Vijayalakshmana Deputy Project Director Tamil Nadu Road Sector project	No Details
46	Shri	S.K. Ganguly Deputy General Manager UNITECH Ltd.	No Details
47	Er.	S.V. Pandiarajan Superintending Engineer Contracts & Monitoring Wing Chennai Metro water Supply & Sewerage Board	No Details
48	Shri	Sarup Singh Senior Advocate Supreme Court of India G-50, Flat No. 9, East of Kailash New Delhi-110065	26316419 M-98100 92415 No Details
49	Shri	Shardul Thacker Partner, Mulla & Mulla Advocates, Solicitors & Notaries Mulla House, 51, M.G. Road Mumbai 400 001	Fax: 022-5634 5497
50	Ms.	Sindhu Joshy Manager- Contracts Hindustan Construction Co.Ltd	No Details
51	Shri	Subrato Trivedi Executive Director –Western Region NTPC Ltd.	No Details
52	Er.	Sudheer Saxena Public Health Engineering Department, M.P. Satpura Bhawan, Bhopal 462004	Ph: 0755-2551620, 5229045, Fax: 2556990

53	Shri	T.S. Sundaresan Vice President Larsen & Toubro Ltd	No Details
54	Shri	T.S. Venkatesan General manager Larsen & Toubro Ltd.	No Details
55	Shri	U. Mukesh Rao General Manager ShapoorjiPallonji& Co. Ltd.	No Details
56	Shri	V. M Bansal Principal Commissioner cum Secretary Delhi Development Authority	No Details
57	Major	V.C. VermaExecutive Director (Marketing)Oriental Structural Engineers Pvt.Ltd.	No Details
58	Shri	Vedantam Srinivasan Senior Advocate	No Details
59	Shri	W. Prakasa Rao Retired Sr.Manager Aarvee Associates	No Details

Note: - All the Empanelled Members are requested to check up their details and in case of any discrepancy, the same be sent to the CIAC through
E-mail:- ciacjune2006@gmail.com, eropguptavsm@yahoo.com

C. List of 28 Empanelled Arbitrators at Royal Kingdom of Bhutan

Reg.no	Name	Designation
RAAC-01	Dasho Tharchean, BNLI	Judge on special duty/Lawyer
RAAC-02	Dasho Cheda, UC Associates	Pvt. Lawyer
RAAC-03	Dasho Phub Dorji, RICBL	Dy. General Manager/Corporate Lawyer
RAAC-04	Ugyen M Tenzin, DHS, MoWHS	Chief Urban Planner/Engineer
RAAC-05	Karma Sonam, SPBD, MoE	Chief Engineer
RAAC-06	Chane Zangmo, CDB	Chief Engineer
RAAC-07	Tashi Wangmo, DHS, MoWHS	Chief Urban Planner/Engineer
RAAC-08	Jamyang Sherab , Garuda Legal Services	Pvt. Lawyer
RAAC-09	Om Nath Giri, DES, MoWHS	Principal Engineer
RAAC-10	Dago Kuenley, DoR, MoWHS	Principal Engineer
RAAC-11	Sonam Tobgyel, DoR, MoWHS	Principal Engineer
RAAC-12	Aku Dorji, CDB	Principal Engineer
RAAC-13	T.R Gurung, CDB	Principal Engineer
RAAC-14	Tshenten Dorji, HIDD, MoH	Executive Engineer
RAAC-15	Tempa Gyeltshen, DNP, MoF	Executive Engineer
RAAC-16	Chengay, CDB	Executive Engineer
RAAC-17	Lalit Kumar Gurung, SPBD, MoE	Executive Engineer
RAAC-18	Namgyel Wangchuk, DES, MoWHS	Dy. Executive Engineer
RAAC-19	Yohan Dahal, SPBD, MoE	Dy. Executive Engineer
RAAC-20	Nima Norbu, Thimphu Dzongkhag	Dy. Executive Engineer
RAAC-21	Tshering Nidup, CDB	Dy. Executive Engineer
RAAC-22	Mahindra Chettri, INAC	Engineer
RAAC-23	Basant Raj Chettri, INAC	Engineer
RAAC-24	Wangdi Gyeltshen, CAB	Engineer
RAAC-25	Chimi Dorji, M/s. Singye Constn.	Engineer
RAAC-26	Sangay Pemo, DES, MoWHS	Asst. Engineer
RAAC-27	Chimi Wangmo, DES, MoWHS	Asst. Engineer
RAAC-28	Shashikala Sharma	Asst. Engineer



Construction Industry Arbitration Council

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