



MDRC ARBITRATION RULES

MediateGuru Dispute Resolution Centre (MDRC)

These Rules are intended to provide a modern, efficient and enforceable institutional framework for arbitration administered by the MediateGuru Dispute Resolution Centre (MDRC). They are designed to operate subject to the Arbitration and Conciliation Act, 1996, as amended from time to time, and to reflect best practices associated with leading arbitral institutions, including structured case administration, clear appointment mechanisms, claim-value based fees, award scrutiny, fast-track case management and digital-first proceedings.

Where these Rules are silent, the MDRC Court, the Tribunal, and the Registrar shall act consistently with the Act, due process, party autonomy, efficiency, confidentiality and the enforceability of awards.

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Part I - Preliminary Provisions

Rule 1. Title, commencement and application

1.1 These Rules may be called the MDRC Arbitration Rules.

1.2 They shall apply to every arbitration administered by MDRC where the parties have agreed in writing to submit disputes to arbitration under these Rules, or where the parties subsequently agree in writing to adopt these Rules, or where MDRC is otherwise lawfully authorised to administer the arbitration under an applicable arbitration agreement or competent order.

1.3 These Rules shall take effect from the date notified by MDRC and shall apply subject to the Act and any mandatory order of a competent court.

1.4 If there is any inconsistency between these Rules and the Act, the Act shall prevail. If there is any inconsistency between these Rules and the parties' agreement, the parties' agreement shall prevail to the extent permitted by law.

Rule 2. Definitions and interpretation

2.1 In these Rules, unless the context otherwise requires: "Act" means the Arbitration and Conciliation Act, 1996;

- "*Arbitral Tribunal*" means a sole arbitrator or a panel of arbitrators constituted under these Rules and includes an emergency arbitrator where appointed;
- "*Claimant*" means the party commencing the arbitration;
- "*Respondent*" means the party against whom the Request is filed;
- "*MDRC Court*" means the institutional decision-making body constituted by MDRC for appointments, challenges, scrutiny and other administrative decisions under these Rules;
- "*Registrar*" means the officer designated by MDRC to receive filings, maintain records and manage administrative communications;
- "*Request*" means the written request for arbitration;
- "*Response*" means the written response to the Request;
- "*Written Communication*" includes notices, requests, pleadings, submissions, orders and awards transmitted in writing, including by email and by any secure MDRC-approved electronic platform.



2.2 Words and expressions not defined in these Rules shall have the meaning assigned to them in the Act or, failing that, their ordinary legal meaning.

2.3 Words in the singular include the plural and vice versa. References to a person include a natural person, company, partnership, trust, association, body corporate or other legal entity where appropriate.

Rule 3. General principles

3.1 The arbitration shall be conducted fairly, impartially, efficiently and proportionately, with a constant view to the economy of time and cost.

3.2 The parties shall be treated with equality and each party shall be given a reasonable and fair opportunity to present its case.

3.3 The Tribunal shall actively manage the proceedings and may adopt procedures suitable to the needs of the dispute, including issue sequencing, document-only resolution, witness conferencing, page limits, time limits and hybrid hearings.

3.4 The Tribunal and MDRC shall avoid unnecessary delay, duplication and expense.

3.5 A party shall act in good faith and shall not use procedure to obstruct the progress of the arbitration.

Rule 4. Written communications and computation of time

4.1 Any notice, request, order, pleading or other communication under these Rules shall be in writing.

4.2 A Written Communication may be delivered personally, by registered post, courier, email, secure electronic filing system or any other method capable of generating a reliable record of transmission.

4.3 A Written Communication shall be deemed received when delivered to the addressee personally, at its last known postal address, habitual residence, principal place of business or approved email address, unless the sender has actual knowledge of a failure of delivery.

4.4 Time periods shall run from the day following receipt or deemed receipt. If the last day falls on a non-business day at the place of receipt, the period shall extend to the next business day.

4.5 After the Tribunal is constituted, all communications to the Tribunal shall simultaneously be copied to the Registrar and the other parties, unless the Tribunal directs otherwise.



Rule 4A.

4A.1 A party who knows that any provision of these Rules, or any requirement under the arbitration agreement, has not been complied with and yet proceeds with the arbitration without promptly stating its objection shall be deemed to have waived its right to object.

4A.2 Any objection shall be raised without undue delay and, where a time limit is provided, within such time limit.

Rule 5. Confidentiality and data handling

5.1 Unless otherwise agreed by the parties or required by law, all proceedings administered by MDRC shall be treated as confidential.

5.2 Confidentiality extends to the Request, pleadings, evidence, orders, transcripts, hearing recordings and awards, subject to disclosure required for enforcement, challenge, compliance, insurance, audit or legal advice.

5.3 MDRC may process case data electronically for administration, scheduling, authentication, record-keeping and secure transmission.

5.4 The Tribunal may issue directions to protect personal data, trade secrets and commercially sensitive material.



Part II - MDRC Court, Registrar and Administration

Rule 6. MDRC Court

6.1 The MDRC Court shall be the supervisory institutional body under these Rules.

6.2 Subject to the Act and these Rules, the MDRC Court may (a) appoint arbitrators where a party, party-appointed arbitrator or the parties fail to act within the time prescribed; (b) decide challenges; (c) confirm, vary or replace procedural appointments where permitted; (d) scrutinise draft awards; (e) decide issues of administrative implementation; and (f) resolve any institutional question not reserved to the Tribunal.

6.3 The MDRC Court shall act through such chairperson, members, committee or panel as MDRC may constitute from time to time.

6.4 The MDRC Court shall not decide the merits of the dispute.

Rule 7. Registrar and Secretariat

7.1 The Registrar shall receive and register filings, issue case numbers, maintain records, transmit notices, track timelines, coordinate meetings, and perform such other administrative tasks as MDRC may assign.

7.2 The Registrar may reject or return incomplete filings for rectification, but shall not determine any issue on the merits.

7.3 The Registrar may call for clarifications, additional copies or corrected versions of any filing to ensure procedural regularity.

7.4 The Secretariat may support hearings, diary management, digital filing, billing, transcription and secure storage of records.

7.5 The Registrar shall act under the supervision of the MDRC Court and in accordance with these Rules.

Rule 8. Administrative powers of MDRC

8.1 MDRC may issue practice notes, forms, checklists and procedural directions consistent with these Rules.



8.2 MDRC may maintain an internal panel of arbitrators, emergency arbitrators and mediators, but the existence of a panel shall not prevent the MDRC Court from appointing a qualified external arbitrator where appropriate.

8.3 MDRC may designate digital platforms, communication protocols and payment systems for administration.

8.4 MDRC may create specialized tracks, including standard, fast-track, emergency, MSME and ODR tracks.



Part III - Commencement of Arbitration

Rule 9. Request for arbitration

9.1 A party commencing arbitration shall file a Request with the Registrar and serve the same on all other parties.

9.2 The Request shall be accompanied by: the arbitration agreement; the underlying contract or instrument; a brief statement of the dispute and relief sought; the amount in dispute where quantifiable; the proposed seat, language and number of arbitrators; proof of service; and the prescribed filing fee and deposit.

9.3 The Request shall also contain contact details of the parties and their known representatives and any proposal regarding emergency relief, fast-track treatment or consolidation.

9.4 Where the arbitration agreement does not expressly refer to MDRC, the Request shall be accompanied by written confirmation of the parties' agreement to MDRC administration or by a lawful order or direction authorising such administration.

Rule 10. Scrutiny and registration of the Request

10.1 The Registrar may require the Request to be corrected, supplemented or clarified before it is registered as complete.

10.2 Once the Request is complete, the Registrar shall register it and notify the Respondent.

10.3 If defects are not cured within the time granted by the Registrar, the Request may be returned without prejudice to a fresh filing.

10.4 The date of complete filing shall be the date on which all mandatory documents and the initial fee are received.

Rule 11. Response to the Request

11.1 The Respondent shall file a Response within 30 days of receipt of the complete Request.

11.2 In proceedings designated as fast-track or ODR proceedings, the Response shall be filed within 15 days unless the MDRC Court or the Tribunal directs otherwise for sufficient cause.



11.3 The Response shall state whether the claims are admitted, denied or not admitted, and may include jurisdictional objections, procedural proposals, counterclaims and set-off.

11.4 Failure to file a Response within the prescribed period shall not by itself prevent the arbitration from continuing, but the Tribunal may proceed on the basis of the record and may treat the default as a waiver of procedural objections to the extent permitted by law.

11.5 All Response materials shall be simultaneously served on the Claimant and the Registrar together with proof of service.

Rule 12. Counterclaims, set-off and further pleadings

12.1 Any counterclaim or set-off shall, so far as practicable, be filed with the Response and shall be accompanied by the required fee or deposit.

12.2 The Claimant shall file a reply to any counterclaim within the period fixed by the Tribunal.

12.3 The Tribunal may permit further pleadings if necessary for a fair and efficient determination of the dispute.

12.4 The Tribunal may close pleadings when it considers that the parties have had a sufficient opportunity to present their respective cases.



Part IV - Constitution of the Tribunal

Rule 13. Number of arbitrators

13.1 Unless the arbitration agreement provides otherwise, the dispute shall ordinarily be decided by a sole arbitrator.

13.2 The MDRC Court may direct a three-member tribunal where the amount in dispute, the number of parties, the legal or factual complexity, the need for expedition, or the interests of fairness make a three-member tribunal appropriate.

13.3 Where the parties have agreed on the number of arbitrators, that agreement shall be respected to the extent permitted by law.

Rule 14. Appointment mechanism

14.1 The parties may agree upon the procedure and identity of the arbitrator or arbitrators. If they do so, the Tribunal shall be constituted accordingly, subject to the Act and these Rules.

14.2 Where the parties do not agree, the MDRC Court shall appoint the sole arbitrator or make the necessary appointments for a three-member tribunal.

14.3 For a sole arbitrator, the parties shall be invited to jointly propose a name within 7 days of the invitation issued by the Registrar. Failing agreement, the MDRC Court shall appoint the sole arbitrator within 7 days thereafter.

14.4 For a three-member tribunal, each party shall nominate one arbitrator within 14 days of being called upon to do so. The two party-appointed arbitrators shall, within 7 days of their confirmation, propose the presiding arbitrator. Failing such a proposal, the MDRC Court shall appoint the presiding arbitrator.

14.5 If a party fails to nominate its arbitrator within time, the MDRC Court shall make the nomination on that party's behalf.

14.6 In appointing an arbitrator, the MDRC Court shall consider independence, impartiality, availability, expertise, case complexity, language competence and efficiency.



14.7 The MDRC Court may appoint from an internal panel and may invite suggestions from the parties without being bound by them.

14.8 The appointment decision of the MDRC Court shall be final for institutional purposes, subject always to challenge under law.

14.9 If any step in the appointment process is not completed within prescribed timelines, the MDRC Court shall proceed with appointment without further notice.

Rule 15. Eligibility and disclosures

15.1 A proposed arbitrator shall disclose in writing all circumstances likely to give rise to justifiable doubts as to independence, impartiality, availability or qualification.

15.2 The duty of disclosure is continuous and shall be updated immediately if circumstances change.

15.3 No person shall be appointed if disqualified by law, by applicable ethical standards or by the agreed qualifications for the dispute.

15.4 The MDRC Court may require any proposed arbitrator to provide a declaration of availability, confidentiality and conflict compliance.

Rule 16. Challenges

16.1 A party may challenge an arbitrator on grounds recognised by law or by these Rules, including lack of independence, impartiality, availability or agreed qualification.

16.2 A challenge shall be made promptly after the facts giving rise to the challenge become known.

16.3 The challenged arbitrator, the other parties and the Tribunal shall be given an opportunity to comment.

16.4 The MDRC Court shall decide the challenge in a reasoned manner and may replace the arbitrator if the challenge is upheld or if replacement is otherwise necessary.

Rule 16A. Jurisdiction of the Tribunal

16A.1 The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, validity or scope of the arbitration agreement.



16A.2 For this purpose, an arbitration clause forming part of a contract shall be treated as an agreement independent of the other terms of the contract, and a decision that the contract is null and void shall not, by itself, render the arbitration clause invalid.

16A.3 A plea that the Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, in the case of a counterclaim, in the reply to the counterclaim, unless the Tribunal considers the delay justified.

16A.4 The Tribunal may rule on a jurisdictional objection as a preliminary issue or in the final award.

Rule 17. Replacement and reconstitution

17.1 If an arbitrator resigns, dies, becomes unavailable, is removed or is successfully challenged, the MDRC Court shall take steps to replace the arbitrator as soon as practicable.

17.2 After reconstitution, the Tribunal may, after hearing the parties, decide whether earlier proceedings shall stand or be repeated in whole or in part.

17.3 Unless fairness requires otherwise, the arbitration shall continue from the stage already reached.

Rule 17A. Consolidation of Arbitrations

17A.1 The MDRC Court may, at the request of a party or on its own initiative after consulting the parties, consolidate two or more arbitrations pending under these Rules into a single arbitration, where: (a) the parties have agreed to consolidation; or (b) all claims arise under the same arbitration agreement; or (c) the arbitrations involve the same parties and arise out of the same legal relationship, including disputes arising under related contracts forming part of a single economic transaction; or (d) the disputes arise out of or in connection with the same transaction or a series of related transactions, and the MDRC Court determines that the arbitration agreements are compatible.

17A.2 In deciding whether to consolidate, the MDRC Court shall consider: (a) the stage of the arbitrations, (b) the efficiency and fairness of consolidation, (c) the risk of inconsistent awards, and (d) any prejudice to any party.



17A.3 Where arbitrations are consolidated: (a) the MDRC Court may revoke any prior appointment and appoint the Tribunal for the consolidated proceedings; (b) the consolidated arbitration shall proceed under a single case file; (c) the Tribunal shall determine the procedural timetable.

17A.4 The decision of the MDRC Court on consolidation shall be final and binding for administrative purposes.

Rule 17B. Joinder of Additional Parties

17B.1 A party wishing to join an additional party to the arbitration shall submit a request to the Registrar, stating: (a) the identity and details of the additional party, (b) the basis for joinder, and (c) the claims or relief sought against or by such party.

17B.2 The MDRC Court may allow joinder of an additional party, provided that: (a) the additional party is prima facie bound by the arbitration agreement or has otherwise consented to the Tribunal's jurisdiction; and (b) the joinder does not prejudice the rights of existing parties or the efficiency of proceedings.

17B.3 No additional party shall be joined after the constitution of the Tribunal unless: (a) all parties, including the additional party, consent; or (b) the Tribunal is satisfied that the additional party is prima facie bound by the arbitration agreement or has otherwise consented to the Tribunal's jurisdiction and that joinder is appropriate having regard to efficiency and fairness.

17B.4 Upon joinder, the Tribunal may make such procedural orders as necessary, including revising timelines, permitting additional pleadings, or reconstituting the Tribunal where required.

Rule 17C. Tribunal Secretary

17C.1 The Tribunal may, after informing the parties, appoint a Tribunal Secretary to assist with administrative and procedural tasks.

17C.2 The Tribunal shall remain fully responsible for (a) all decisions, (b) deliberations, and (c) the content of any order or award.



17C.3 The Tribunal Secretary shall not perform any adjudicatory function or exercise decision-making authority.

17C.4 The Tribunal shall disclose: the identity, qualifications and independence of the proposed Tribunal Secretary; and the scope of tasks to be performed.

17C.5 Any objection by a party to the appointment of a Tribunal Secretary shall be raised promptly. The Tribunal shall decide such objections after consulting the parties.

17C.6 The fees and expenses of the Tribunal Secretary shall: (a) ordinarily be borne by the Tribunal out of the arbitrator's own fees, and shall not constitute a separate cost payable by the parties; (b) not be charged to the parties unless the parties expressly agree otherwise in writing; and (c) be subject to transparency and reasonableness in scope.

17C.7 The Tribunal Secretary shall be bound by the same standards of: confidentiality, independence, and impartiality as applicable to the Tribunal. The Tribunal Secretary shall sign an appropriate declaration before appointment.



Part V - Procedure, Hearings and Interim Relief

Rule 18. First procedural conference and timetable

18.1 The Tribunal shall hold a first procedural conference as soon as practicable after constitution and, in any event, ordinarily within 15 days of constitution.

18.2 At or before that conference, the Tribunal may fix the timetable for pleadings, document production, witness evidence, expert evidence, hearing format, page limits, time allocations and the target date for the award.

18.3 The Tribunal may revise the timetable sparingly where required by complexity, settlement discussions, procedural fairness or unforeseen circumstances.

18.4 The Tribunal may hold all or part of the procedural conference by video conference.

Rule 19. Seat, venue, language and governing law

19.1 The seat of arbitration shall be the place agreed by the parties or, failing agreement, the place determined by the Tribunal after hearing the parties.

19.2 The venue of hearings may differ from the seat where the Tribunal considers it convenient or efficient.

19.3 The language of the arbitration shall be the language agreed by the parties or, failing agreement, the language determined by the Tribunal.

19.4 The Tribunal shall determine the extent to which any translation is required and who shall bear the cost in the first instance.

19.5 The governing law of the contract and the governing law of the arbitration agreement shall be respected where lawfully chosen by the parties.

Rule 20. Document production and evidence

20.1 The Tribunal may adopt a Redfern-style or similar document production procedure or any tailored procedure suitable to the dispute.



20.2 Witness statements shall ordinarily stand in place of examination-in-chief unless the Tribunal directs otherwise.

20.3 The Tribunal may permit expert reports, joint expert meetings and concurrent expert evidence where appropriate.

20.4 The Tribunal may exclude irrelevant, repetitive or disproportionate evidence.

20.5 The Tribunal may require all documentary evidence to be filed in paginated, indexed and searchable electronic form unless impracticable.

Rule 21. Hearings

21.1 Hearings shall, unless the Tribunal determines that a physical hearing is necessary in the interests of justice, be conducted through electronic and virtual means.

21.2 The Tribunal may direct that a hearing be confined to issues that genuinely require oral presentation.

21.3 The Tribunal may impose reasonable time limits on opening statements, witness examination and closing submissions.

21.4 The Tribunal may hold case management conferences, settlement meetings by consent or issue-specific hearings.

21.5 A party failing to appear after due notice may be proceeded against ex parte, subject to law.

Rule 22. Interim measures and preservation of evidence

22.1 The Tribunal may grant interim, conservatory or protective measures where the law permits.

22.2 A party seeking interim relief shall file a reasoned application supported by documents and urgency grounds and shall serve the application on the other side unless notice may lawfully be dispensed with.

22.3 The Tribunal may order preservation of property, preservation of documents, status quo orders, security for costs or any other measure necessary to protect the efficacy of the proceedings.

22.4 The Tribunal may allocate the costs of interim applications at the final award or earlier where appropriate.



Rule 23. Confidentiality, digital conduct and cybersecurity

23.1 The Tribunal and the parties shall use reasonable steps to protect confidential material, passwords, links, data rooms and digital records.

23.2 The Tribunal may direct the use of secure cloud storage, masked exhibits, closed hearing links or restricted-access bundles.

23.3 The Registrar may maintain an electronic case file and may authenticate orders and communications through approved digital means.

23.4 MDRC shall not be responsible for the contents of any party submission or for the merits of any decision or award rendered by the Tribunal.



Part VI - Fast-Track, ODR and Emergency Arbitration

Rule 24. Fast-track procedure

24.1 The parties may agree in writing to refer any dispute to fast-track procedure, or the MDRC Court may direct fast-track treatment where the dispute is suitable by reason of claim value, urgency or procedural simplicity.

24.2 Fast-track procedure shall ordinarily involve written pleadings, limited or no oral evidence, compressed timelines, a short hearing if needed, and an award within a target period of 6 months from adoption of the procedure, subject to law and extensions for good cause.

24.3 The Tribunal may require the parties to confirm that they accept abbreviated timelines and a proportionate evidence record.

24.4 Fast-track procedure shall not compromise natural justice or any mandatory legal requirement.

Rule 25. ODR procedure

25.1 MDRC may administer the arbitration predominantly through electronic means, including electronic filing, virtual case management, video hearings and digital service.

25.2 The Tribunal may conduct the entire arbitration without any physical hearing where the nature of the dispute and the interests of justice so permit.

25.3 A party shall not refuse an ODR direction merely because the proceedings are conducted electronically, provided adequate access and fairness are preserved.

Rule 26. Emergency arbitration

26.1 A party requiring urgent interim relief before the constitution of the Tribunal may apply for emergency arbitration.

26.2 The application shall set out the urgency, the relief sought, the arbitration agreement, proof of service where feasible, and supporting documents.



26.3 The Registrar shall place the application before the MDRC Court promptly and, in any event, within one business day, and the MDRC Court shall appoint an emergency arbitrator within 2 business days of a complete application and payment of prescribed fees.

26.4 The emergency arbitrator may grant such interim relief as is necessary and lawful, subject to confirmation, variation or termination by the Tribunal once constituted.

26.5 Emergency relief shall be decided on an expedited basis and on the materials available, subject to fairness and procedural economy.

26.6 The emergency arbitrator shall cease to act once the Tribunal is constituted, unless the parties agree otherwise or the Tribunal requests continuation for limited procedural purposes.



Part VII - Awards, Scrutiny, Settlement and Costs

Rule 27. Closure of proceedings and award

27.1 The Tribunal shall declare the proceedings closed when it is satisfied that the parties have had a reasonable opportunity to present their cases.

27.2 After closure of proceedings, no party shall file further material except with leave.

27.3 The Tribunal shall render a reasoned award unless the parties have agreed otherwise to the extent permitted by law.

27.4 The award may be interim, partial or final.

27.5 The Tribunal shall endeavour to issue the final award within the statutory timeline and, where applicable, within any agreed or extended procedural timeline.

Rule 28. Scrutiny of draft award

28.1 Before signing any final award, the Tribunal shall submit a draft award to the MDRC Court for scrutiny.

28.2 The MDRC Court may suggest modifications limited to form, clarity, completeness, internal consistency and enforceability, but shall not interfere with the Tribunal's decision on the merits.

28.3 The Tribunal shall remain free to accept, modify or reject any suggested change insofar as the merits are concerned.

28.4 The scrutiny process shall be conducted confidentially and expeditiously.

28.5 Unless the MDRC Court communicates its comments within 15 days of receipt of the draft award, the Tribunal may proceed to issue the award.

28.6 This rule is intended to improve clarity and enforceability and shall not dilute arbitral independence.

Rule 29. Settlement and consent award

29.1 If the parties settle the dispute, the Tribunal shall terminate the proceedings and, if requested by the parties and not objected to by the Tribunal, may record the settlement in the form of an award on agreed terms.



29.2 A consent award shall expressly state that it is made by the consent of the parties and, where permissible, need not contain reasons.

29.3 If the parties do not require a consent award, they shall confirm to the Registrar that the dispute has settled and the Tribunal shall stand discharged upon payment of any outstanding fees and costs.

Rule 29A. Mediation and Med-Arb

29A.1 At any stage of the arbitration, the parties may agree to attempt settlement through mediation administered by MDRC in accordance with the MDRC Mediation Rules.

29A.2 Unless otherwise agreed by the parties in writing, the arbitrator shall not act as mediator, and any mediator shall not act as arbitrator in the same dispute.

29A.3 Where the parties expressly agree in writing to a Med-Arb process, the same neutral may act as both mediator and arbitrator, provided that: (a) the parties give informed written consent; and (b) appropriate safeguards are adopted to preserve fairness and impartiality.

29A.4 If mediation results in settlement, the Tribunal may, at the request of the parties, record the settlement as an award on agreed terms.

29A.5 If mediation does not result in settlement, the arbitration shall resume from the stage at which it was suspended, unless the Tribunal directs otherwise.

29A.6 All communications made during mediation shall remain confidential and shall not be relied upon in the arbitration, except to the extent permitted by law or agreed by the parties.

Rule 30. Correction, interpretation and additional award

30.1 The Tribunal may correct clerical, typographical or computational errors in an award.

30.2 The Tribunal may interpret an award or make an additional award to the extent permitted by law.

30.3 Any application under this Rule shall be made within the time permitted by law or by procedural direction.



Rule 31. Costs

31.1 The Tribunal may determine costs having regard to the outcome, conduct of the parties, complexity of the dispute, compliance with directions, settlement conduct and any procedural default. The Tribunal may also take into account any frivolous claim, defence, or procedural abuse.

31.2 Costs may include administrative fees, tribunal fees, hearing expenses, expert expenses, translation costs, transcript costs, technology costs and reasonable legal costs where permitted.

31.3 The Tribunal may order costs on an indemnity, compensatory or party-and-party basis where justified by the conduct of the proceedings and the law.

31.4 Where proceedings terminate before final award, MDRC and the Tribunal may direct how fees and costs already incurred are to be allocated.

31.5 Costs shall ordinarily follow the event unless the Tribunal determines otherwise. The Tribunal may take into account any unreasonable refusal to settle or procedural misconduct.

Rule 32. Termination

32.1 Proceedings shall terminate upon final award, withdrawal, settlement recorded as an award on agreed terms, discontinuance, or any other event recognised by law.

32.2 If the Claimant fails to prosecute its claim, the Tribunal may terminate the proceedings in whole or in part.

32.3 If a party fails to pay required deposits or fees after due notice, the Tribunal or MDRC may suspend or terminate the proceedings to the extent permitted by law.



Part VIII - Fees and Deposits

Rule 33. General fee principles

33.1 The fee framework under these Rules is claim-value based and is designed to provide certainty, transparency and proportionality.

33.2 Fees shall be assessed on the aggregate amount of the claim and counterclaim, unless the MDRC Court directs otherwise.

33.3 Where the monetary value of a claim or counterclaim cannot be readily ascertained, the MDRC Court may fix fees having regard to the nature of relief, complexity, urgency and likely hearing time.

33.4 Taxes, statutory levies and out-of-pocket expenses shall be charged separately where applicable.

33.5 The schedule in force on the date of complete filing shall apply.

Rule 34. Filing fee and administrative deposits

34.1 A non-refundable filing fee shall be payable upon lodging the Request.

34.2 Unless MDRC otherwise prescribes, the filing fee shall be Rs. 25,000, subject to Schedule A for domestic INR-denominated filings and USD 1200 for USD-denominated filings.

34.3 MDRC shall require an initial deposit towards administrative fees and tribunal fees at the time of registration and may seek supplemental deposits during the proceedings.

34.4 If required deposits are not paid within the prescribed time, MDRC may suspend the file after notice and, if default continues, may close the file to the extent permitted by law.

Rule 35. Administrative fee schedule

35.1 The administrative fee shall be calculated in accordance with Schedule A.

35.2 For emergency arbitration, the administrative fee shall be capped at 10 percent of the fee for the applicable slab, subject to a minimum of Rs. 50,000 and a maximum of Rs. 1,00,000, or the USD equivalent where the dispute is denominated in USD.



35.3 The administrative fee does not include hearing-room charges, transcription, translation, photocopying, courier, security, platform or other out-of-pocket expenses.

35.4 MDRC may notify special rates for MSME, simplified, or document-only matters.

Rule 36. Arbitrator fee schedule

36.1 The arbitrator's fee shall be calculated in accordance with Schedule B for INR-denominated disputes and Schedule C for USD-denominated disputes.

36.2 Unless otherwise directed, the Schedule sets the fee payable to a sole arbitrator.

36.3 Where a three-member tribunal is appointed, the total tribunal fee shall ordinarily be 180 percent of the sole arbitrator fee for the applicable slab, to be allocated 30 percent to each co-arbitrator and 40 percent to the presiding arbitrator, unless MDRC otherwise directs for special complexity, expediency or value reasons.

36.4 The MDRC Court may adjust the fee allocation for emergency, fast-track, multi-party, multi-contract or exceptionally complex matters, provided the parties are informed in advance.

36.5 The Tribunal may require fee deposits in advance and supplemental deposits during the proceedings.

Rule 37. Currency conversion and foreign currency claims

37.1 Where the claim is denominated in INR, the INR Schedule shall apply.

37.2 Where the claim is denominated in USD, the USD Schedule shall apply.

37.3 Where the claim is denominated in a currency other than INR or USD, MDRC shall convert the claim value into INR or USD, as the case may be, using the reference rate notified by the Reserve Bank of India or such other objective market rate as MDRC may prescribe on the date of filing.

37.4 The resulting converted amount shall determine the applicable fee slab.

Rule 38. Review of fees and changes

38.1 MDRC may revise the fee schedules from time to time.

38.2 The fee schedule in force on the date of complete filing shall continue to apply unless the parties agree otherwise or MDRC expressly directs a revised schedule to apply prospectively.



38.3 Any dispute regarding a fee calculation shall be resolved administratively by the Registrar subject to review by the MDRC Court.



Schedules

Schedule A - Administrative Fee Schedule (INR)

Sum in Dispute	Administrative Fee
Up to Rs. 5 crore	Rs. 1,00,000
Rs. 5 crore to Rs. 10 crore	Rs.1,50,000 plus 0.30% of the amount in excess of Rs. 5 crores
Rs. 10 crore to Rs. 50 crore	Rs.2,50,000 plus 0.20% of the amount in excess of Rs. 10 crores
Rs. 50 crore to Rs. 100 crore	Rs.10,00,000 plus 0.10% of the amount in excess of Rs. 50 crore
Above Rs. 100 crore	Rs. 15,50,000 + 0.05% of the amount in excess of Rs. 100 crore, subject to a maximum of Rs. 20,00,000

Emergency arbitration administrative fee: 10 percent of the applicable administrative fee, subject to a minimum of Rs. 50,000 and a maximum of Rs. 1,00,000.

Schedule B - Arbitrator Fee Schedule (INR, Sole Arbitrator Base)

Sum in Dispute	Sole Arbitrator Fee
Up to Rs. 1 crore	Rs. 3,95,000
Rs. 1 crore to Rs. 5 crore	Rs. 3,95,000 + 1.5% of amount above Rs. 1 crore
Rs. 5 crore to Rs. 10 crore	Rs. 9,75,000 + 1.0% of amount above Rs. 5 crore
Rs. 10 crore to Rs. 50 crore	Rs. 14,75,000 + 0.50% of amount above Rs. 10 crore
Rs. 50 crore to Rs. 100 crore	Rs. 34,75,000 + 0.30% of amount above Rs. 50 crore



Sum in Dispute	Sole Arbitrator Fee
Rs. 100 crore to Rs. 500 crore	Rs. 49,75,000 + 0.20% of amount above Rs. 100 crore
Above Rs. 500 crore	Rs. 1,29,75,000 + 0.10% of the amount above Rs. 500 crore. Subject to maximum of ₹ 1,75,00,000

Three-member tribunal fee: 180 percent of the sole arbitrator fee for the applicable slab, unless MDRC directs otherwise for special reasons. Indicative allocation: 40 percent to the presiding arbitrator and 30 percent to each co-arbitrator.

Schedule C - Administrative Fee Schedule (USD)

Sum in Dispute	Administrative Fee
Up to USD 600,000	USD 1,200
USD 600,001 to USD 1,200,000	USD 1,200 + 0.30% of amount above USD 600,000
USD 1,200,001 to USD 6,000,000	USD 3,000 + 0.20% of amount above USD 1,200,000
USD 6,000,001 to USD 12,000,000	USD 12,600 + 0.10% of amount above USD 6,000,000
Above USD 12,000,000	USD 18,600 + 0.05% of amount above USD 12,000,000

Emergency arbitration administrative fee: 10 percent of the applicable administrative fee, subject to a minimum of USD 600 and a maximum of USD 1,200.

Schedule D - Arbitrator Fee Schedule (USD, Sole Arbitrator Base)

Sum in Dispute	Sole Arbitrator Fee
Up to USD 120,000	USD 4,700
USD 120,001 to USD 600,000	USD 4,700 + 1.5% of amount above USD 120,000



Sum in Dispute	Sole Arbitrator Fee
USD 600,001 to USD 1,200,000	USD 11,700 + 1.0% of amount above USD 600,000
USD 1,200,001 to USD 6,000,000	USD 17,700 + 0.50% of amount above USD 1,200,000
USD 6,000,001 to USD 12,000,000	USD 41,700 + 0.30% of amount above USD 6,000,000
USD 12,000,001 to USD 60,000,000	USD 59,700 + 0.20% of amount above USD 12,000,000
Above USD 60,000,000	USD 1,55,700 + 0.10% of amount above USD 60,000,000. Capped at USD 2,10,000

Three-member tribunal fee: 180 percent of the sole arbitrator fee for the applicable slab, unless MDRC directs otherwise.

Schedule E - Recommended MDRC Arbitration Clause

Any dispute, controversy or claim arising out of or in connection with this contract, including any question as to its existence, validity, interpretation, performance, breach or termination, shall be finally resolved by arbitration administered by the MediateGuru Dispute Resolution Centre (“MDRC”) in accordance with the MDRC Arbitration Rules then in force, subject to the Arbitration and Conciliation Act, 1996 and mandatory law. The seat of arbitration shall be [insert city], India. The tribunal shall consist of [one/three] arbitrator(s), appointed in accordance with the MDRC Arbitration Rules. The language of the arbitration shall be [insert language]. This contract and the arbitration agreement shall be governed by [insert governing law]. The tribunal shall have the power to rule on its own jurisdiction. The parties may seek interim or emergency relief from the tribunal or any court of competent jurisdiction, as permitted by law. The award shall be final and binding on the parties.