

# SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

## BACKGROUND AND INTRODUCTION

The IMC International ADR Centre (IIAC) is an independent company constituted under the Companies Act, 2013 promoted by the Indian Merchants Chamber for purposes of propagating alternate dispute resolution methods to assist all sections of society, individuals, corporate, firms, institutions and others in resolving disputes.

IIAC does not itself resolve disputes; it administers resolution processes including constituting arbitral tribunals in accordance with the various rules framed by it.

*“The Summary Claims Arbitration Procedure 2016 Rules (SCAP 16 Rules)”* is designed to make it easier, faster and cost effective for processing and determining disputes involving claims up to Rupees Two Crore (exclusive of interest) of each of the disputant parties and arising out of written contracts as defined.

This scheme allows businesses to claim and recover small money claims, which are often written off as it is too costly and time consuming to go to court.

This procedure is primarily suited for small money claims but where parties desire, it may be adopted for larger claims.

*Parties have to elect to follow this procedure, by specifically agreeing to go to arbitration under this procedure of IIAC.*

The process is recommended to be adopted where disputes/claims arise from written contracts, or involve interpretation of statutes applicable and do not entail recording of considerable oral evidence of witnesses.

This Procedure is designed to reduce administration costs for all parties involved and to ensure speedy disposal of the reference by referring the

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dispute to an Arbitral Tribunal comprising a Sole Arbitrator unless otherwise agreed by the parties in their written contracts.

Where parties are unable to agree upon a Sole Arbitrator, a suitably qualified Sole Arbitrator shall be appointed by IIAC.

A “*Panel of Arbitrators*” comprising of past judges, trained and experienced advocates, chartered accountants, engineers, civil servants, persons with specialised domain knowledge is maintained by IIAC for selection of Sole Arbitrators.

Suggested formats of Arbitration Agreements which parties may incorporate in their written contracts at time of entering into written contracts are set out in Appendix hereto by way of guidance.

***Please visit IIAC website for more details: [www.iiac.net.in](http://www.iiac.net.in)***

**THE SUMMARY CLAIMS ARBITRATION PROCEDURE  
2016 RULES (SCAP 16 RULES)**

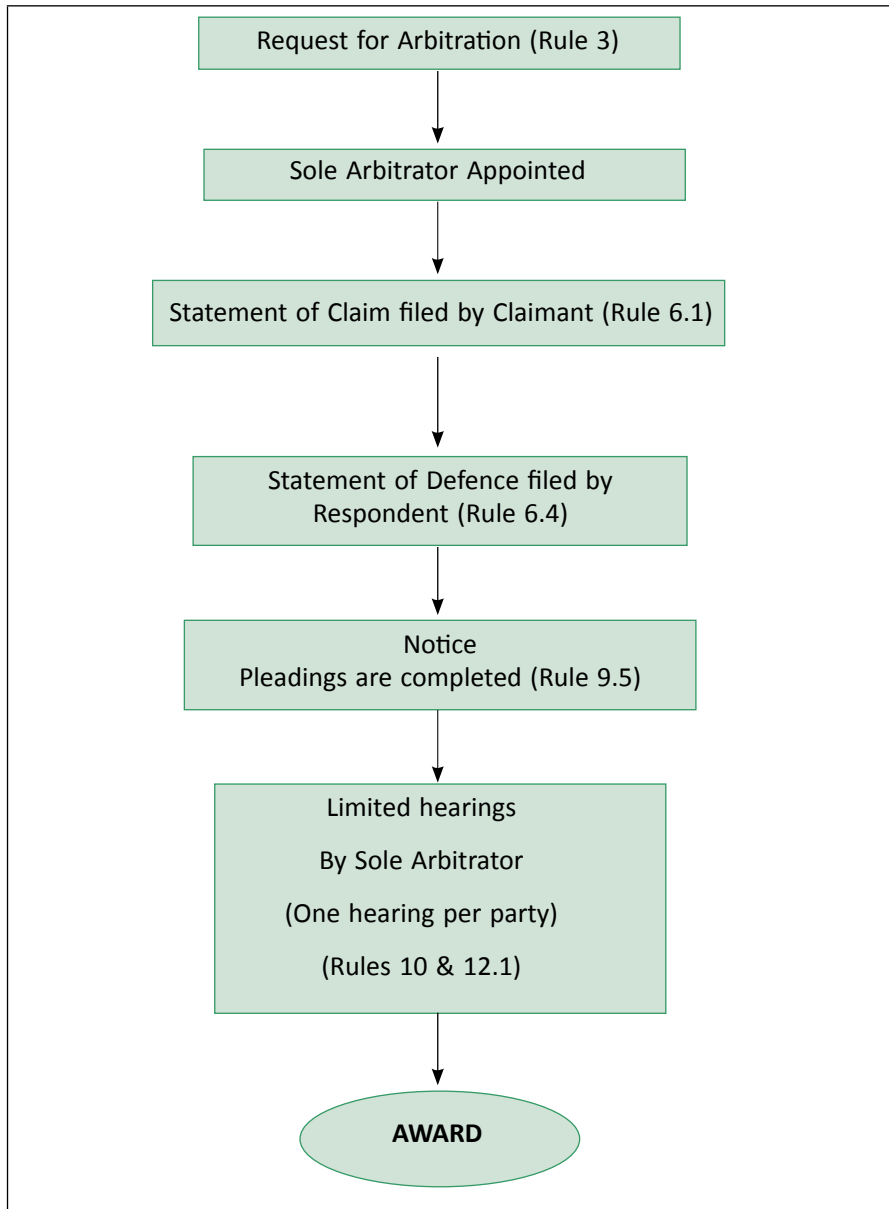
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**Flow Chart for a typical Documents only SCAP 16 Rules Arbitration**



## SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

These rules of procedure shall be called the “*Summary Claims Arbitrations Procedure 2016 (SCAP 16 Rules)*” of the IMC International ADR Centre (IIAC), hereinafter referred to as the “**Rules**”.

### 1. APPLICABILITY OF SCAP 16 RULES

- 1.1 These Rules shall come into force from 1st April, 2016. These Rules of procedure shall apply to disputes arising in relation to written contracts between parties and will apply to disputes where neither the claim nor any counterclaim exceeds the sum of Two Crore each (excluding interest and costs) and to larger claims if agreed to by parties.
- 1.2 Where parties have agreed to refer their disputes to arbitration in writing under the SCAP 16 Rules of IIAC, they shall be deemed to have agreed that the arbitration shall be conducted and administered by IIAC in accordance with these Rules in force on date of commencement of the arbitration, unless the parties have agreed to submit to the Rules in effect on the date of their agreement.

### 2. DEFINITIONS

In these rules, the following words have the following meanings:

a) “**Arbitrator**” and “**Arbitral Tribunal**”

“*Arbitrator*” means the Sole Arbitrator appointed for determining disputes and claims or differences between the parties in accordance with the *Summary Claims Arbitration Procedure (SCAP 16 Rules) of the IMC International ADR Centre (IIAC)*.

A person must be on the Panel of Arbitrators of IIAC to be eligible for being appointed as a Sole Arbitrator to conduct Arbitration under the SCAP 16 Rules.

“*Arbitral Tribunal*”: A Sole Arbitrator when appointed in accordance with these rules upon giving his/her consent to act as Sole Arbitrator, shall constitute the “*Arbitral Tribunal*” for conduct of the Arbitration proceeding under the SCAP 16 Rules and to make an Award.

b) “**Award**” means Award made by the “*Arbitral Tribunal*”.

c) “**Code of Conduct**” means the “*Code of Conduct & Disclosure Rules for Arbitrators*” published by IIAC.

- d) **“General Rules of Procedure & Guidelines”** means the *“General Rules of Procedure and Guidelines to Arbitrators and Parties for Conduct of Proceedings and Hearings 2016”*, published by IIAC and all amendments made thereto from time to time and in force at the date of making of the reference. *The General Rules of Procedure & Guidelines to Arbitrators and Parties for Conduct of Proceedings and Hearings 2016* shall be applicable to all arbitration proceedings and constituted Arbitral Tribunals and to parties involved in arbitrations conducted in accordance with these Rules.
- e) **“Fees and Charges”** shall mean and include all prescribed fees, costs and charges etc., as prescribed by IIAC from time to time. Fees and Charges, as in force at the commencement of the arbitration shall be payable. Additionally, taxes as applicable during the tenure of the proceedings shall also be borne and paid by the parties.
- f) **“IIAC”** means the **IMC International ADR Centre**  
All references to applications, filing of pleadings and communications etc., with IIAC in these rules shall be addressed to the “Secretariat, IMC International ADR Centre (“IIAC”), IMC Building 3rd Floor, IMC Suresh Kotak International ADR Centre, IMC Marg, Churchgate, Mumbai-400023.
- g) **“Panel”** means the Panel of Arbitrators maintained and published by IIAC.
- h) **“Secretariat”** means the Secretariat of IIAC situated at “Secretariat, IMC International ADR Centre (“IIAC”), IMC Building 3rd Floor, IMC Suresh Kotak International ADR Centre, IMC Marg, Churchgate, Mumbai-400023, and includes such other persons as IIAC may nominate from time-to-time for carrying out the duties of the Secretariat.
- i) **“Rules”** means this Summary Claims Arbitration Procedure (SCAP 16 Rules).
- j) **“Written Contracts”** shall mean contracts as defined in the Indian Contract Act, 1872 and which are agreements reduced to writing signed by parties including, loan agreements, guarantees,

undertakings and insurance contracts. It is clarified that sellers invoices and related purchase orders, delivery notes/challans and correspondence exchanged between parties can also constitute contracts in writing.

- k) Words importing the singular number include, where the context admits or requires, the plural number and *vice versa*.
- l) Words describing a gender such as “his” or “her”; “shall include all genders where the context admits or requires.

### 3. COMMENCING OF ARBITRATION PROCEEDINGS

- 3.1 Any Party desiring to commence arbitration under these Rules (“the Claimant”) shall send a written request for arbitration (“*Request for Arbitration*”) to IIAC. The *Request for Arbitration* shall contain all particulars as set out in the prescribed format (**FORM No. 1A**) set out in the Schedule to these Rules.
- 3.2 On receipt of the “*Request for Arbitration*”, along with the prescribed institution fees, IIAC shall immediately number the request and shall send a copy of the Request to the other party (“the Respondent”).
- 3.3 “*Date of commencement of the arbitration*”: shall be the date when the “*Request for Arbitration*” as per the Rules duly completed is received by IIAC from any Party to an arbitration agreement (which is subject to/ incorporates SCAP 16 Rules), along with institution fees.
- 3.4 A “*Request for Arbitration*” if received incomplete shall be liable to be completed by the Claimant within 10 (ten) working days from date of receipt of intimation by IIAC of any deficiencies, failing which it shall be construed as if no such request for arbitration was made.

It is clarified that where a “*Request for Arbitration*” is completed within 10 (ten) working days from date of receipt of intimation of deficiencies by IIAC, it shall relate back to the date of its original filing.

- 3.5 Where parties have agreed to initiate mediation or conciliation process before going to arbitration, parties must first commence mediation/ conciliation and the Report of the neutral person must be enclosed with the “*Request for Arbitration*”.



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- 3.6 Request for Arbitration along with prescribed Fees and Charges may also be filed on line at [www.iiac.net.in](http://www.iiac.net.in) from such date as may be notified by IIAC.
- 3.7 Where appropriate a party applying to IIAC, should provide a concise explanation of the issues which are likely to arise and indicate whether any particular expertise on the part of the Arbitrator is required.

**4. APPOINTMENT OF ARBITRAL TRIBUNAL**

- 4.1 Disputes under SCAP 2016 Rules shall be decided by an Arbitral Tribunal comprising a Sole Arbitrator to be appointed by IIAC. The Sole Arbitrator appointed by IIAC may be either:

- (i) a person agreed on by the parties (named Arbitrator), or
- (ii) a person selected by IIAC when parties are unable to agree upon a Sole Arbitrator, or
- (iii) a person selected by IIAC, when the arbitration agreement provides for the appointment of the Sole Arbitrator by IIAC.

- 4.2 Appointment of Sole Arbitrator by parties:

Where arbitration agreement provides for the appointment of a Sole Arbitrator by the parties subject to these Rules:

- (i) If the Parties have already agreed upon the name of a person to act as their Sole Arbitrator before the filing of the *Request for Arbitration*, then on a request made by one of the parties 1 with the Request for Arbitration, **FORM No. 1A** (as set out in the Schedule to these Rules) such person shall be appointed by IIAC as the Sole Arbitrator.
- (ii) Where under the arbitration agreement, the Parties are required to agree upon the appointment of a Sole Arbitrator by mutual consent and after filing of the *Request for Arbitration*, they come to an agreement on the name of a person to be appointed as Sole Arbitrator, then on the parties jointly informing IIAC in **FORM No. 1B** (as set out in the Schedule to these Rules), within a period of 30 (thirty) days of their having agreed upon a person to be appointed as the Sole Arbitrator, IIAC shall appoint such person as the Sole Arbitrator.

**Appointment of Sole Arbitrator by IIAC**

- (iii) Where parties fail to agree on naming a Sole Arbitrator and intimating such name within 30 (thirty) days of filing a Letter of Request or where a person agreed upon by parties to act as Sole Arbitrator declines or is unable to act or fails to communicate his acceptance to act as an Arbitrator within (7) (seven) working days or when a vacancy arises on an appointed Arbitrator ceasing or declining to act or becomes unable to act at any stage and there is no consensus between the parties as to the name of Sole Arbitrator within 30 (thirty) days then on a request being made to IIAC in **FORM No. 1C** (set out in Schedule of these Rules), by any of the Parties to the arbitration agreement to appoint a Sole Arbitrator, IIAC shall appoint a Sole Arbitrator.
  - (iv) Where the Arbitration Agreement provides for appointment of a Sole Arbitrator by IIAC, then on a request being made to IIAC by any of the Parties to the arbitration agreement **FORM No. 1D** (set out in Schedule of these Rules), IIAC shall appoint a suitable person as Sole Arbitrator.
- 4.3 Application for Appointment of Sole Arbitrator where there is no arbitration agreement:
- 4.3.1 Where parties do not have an arbitration agreement in their written contract but parties are desirous of referring their disputes to Arbitration under the Summary Claim Arbitration Procedure (SCAP 16 Rules) of IIAC they must submit a joint application to the Secretariat IIAC in **FORM No. 1E** (as set out in the Schedule to these Rules) informing of their desire and agreement to go to Arbitration of an agreed Sole Arbitrator or requesting for the appointment of a Sole Arbitrator by IIAC under these Rules.
  - 4.3.2 Such an application shall be signed by both parties and will be accompanied by a remittance for prescribed Fees and Charges plus taxes as applicable, in favour of IIAC.
  - 4.3.3 The **FORM No. 1E** (as set out in the Schedule to these Rules) on filing, if duly completed will be treated as a Request for Arbitration under Rule 3 and the procedure applicable consequently will apply.

4.3.4. Where parties in a proceeding before any court of law are directed by an order or a direction of such court to refer the pending suit/proceeding to arbitration and IIAC is appointed to administer such arbitration proceedings then the parties may also commence arbitration by filing FORM (as set out in **Form 1F**). Such application shall be signed jointly by the parties and will be accompanied by remittance of Fees and Charges, as prescribed by IIAC. The FORM (as set out in **Form 1F**) to these rules on filing, if duly completed will be treated as a Request for Arbitration and Rules applicable consequently will apply.

4.4 Selection and Appointment of Arbitrator by IIAC

All selections and appointments of a Sole Arbitrator by IIAC shall be made in accordance with IIAC "Selection of Arbitrators Rules for Appointment on Arbitral Tribunal Rules" in force on date of receipt of the "Request for Arbitration".

4.5 In all above cases, IIAC shall appoint a person as an Arbitrator to act as the Arbitral Tribunal after ascertaining the availability of a proposed arbitrator and only after he has given his consent to act as an Arbitrator in the prescribed format, namely "Letter of Consent to act as Arbitrator & Disclosure of Interest" given in the Appendix 1 to "The Code of Ethics and Conduct & Disclosure Rules for Arbitrators".

4.6 IIAC shall intimate and confirm the appointment of the Arbitral Tribunal/ Sole Arbitrator.

**5. CONSENT AND DISCLOSURE BY SOLE ARBITRATOR**

5.1 All persons proposed as a Sole Arbitrator shall expeditiously intimate IIAC their acceptance and consent to act or refusal in writing and shall also make a disclosure of all his interests known to him in the prescribed Format (*"Letter of Consent to Act as Arbitrator and Disclosure of Interest"*) given in Appendix 1 (of the Code of Conduct) in accordance with *"The Code of Ethics and Conduct & Disclosure Rules for Arbitrators"*.

5.2 Failing receipt of prompt reply in the prescribed Format within 7 (seven) working days from enquiry by IIAC, the arbitrators silence shall be treated as his inability to act and accept the appointment and IIAC shall take steps to appoint another person as arbitrator.

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- 5.3 The duty and obligation of an Arbitrator to make disclosure shall continue throughout the arbitration proceedings until the Award is signed and published by IIAC.
- 5.4 Where during the subsistence of an arbitration proceeding, if any new facts or circumstances arise which if they had existed at time of making the aforesaid disclosure statement was liable to have been disclosed, then the Arbitrator concerned shall immediately make a further Statements of Disclosure to IIAC in prescribed FORMAT (*“Letter of Further Disclosure”*) given in the Appendix 2 to “The Code of Ethics and Conduct & Disclosure Rules for Arbitrators”.
- 5.5 A person accepting to act as an Arbitrator shall abide by these Rules and the General Rules of Procedure & Guidelines and the Code of Ethics and Conduct & Disclosure Rules for Arbitrators.
- 5.6 IIAC shall make the Arbitrators *“Letter of Consent to act as Arbitrator & Disclosure of Interests”* and *“Letter of Further Disclosure”* when filed by Arbitrators, available to parties.

## 6. PLEADINGS

### 6.1 Statement of Claim

The Claimant shall file the Statement of Claim with the *Request for Arbitration* or at the latest within a period of 10 (ten) days thereafter.

- 6.2 The Claimant shall file its Statement of Claim in **FORM No. 2** (as set out in the Schedule to these Rules) together with copies of all relevant documents including any experts’ reports in support of the Claim along with a remittance of Fees and Charges as prescribed by IIAC.

### 6.3 Statement of Defence/Reply

The Respondent shall submit its Statement of Defence/Reply to the Statement of Claim in **FORM No. 3** (as set out in the Schedule to these Rules) hereto.

- 6.4 If the Respondent has a counterclaim, it shall be submitted to IIAC in **FORM No. 2** (as set out in the Schedule to these Rules) along with the Statement of Defence. The Respondent shall at the time of filing its Counterclaim with IIAC, pay the prescribed Fees and Charges in relation to the Counterclaim as a condition precedent to the Respondent’s

entitlement to bring any such Counterclaim within the arbitral proceedings in question. Failing payment of the prescribed Fees and Charges at time of submission of the Counterclaim to IIAC, it will not be liable to be entertained and will be rejected.

- 6.5 The Respondents shall submit its Statement of Defence/Reply and counterclaim if any along with copies of all relevant documents including any experts' reports relied upon by the Respondent within 45 (forty-five) days from receipt of the Statement of Claim.
- 6.6 A Statement of Defence/Reply restricted to the counterclaim only, together with documents relied upon in support of this Defence/Reply, shall be submitted by the Claimant to the Respondent within a further period of 21 (twenty one) days from receipt of the Statement of Defence and Counter Claim by the Claimant.

**6.7. Filing of Pleadings**

- 6.7.1 All pleadings documents and materials shall be filed with IIAC in the manner prescribed by IIAC after serving a copy on the opposite Party together with proof of such service or attempt to serve.
- 6.7.2 IIAC shall send to the Sole Arbitrator a copy of the Statement of Claim, Statement of Defence and Counterclaim (if any) and Reply to the Statement of Defence and to Counterclaim (if any) and the documents when filed by parties.

**7. FAILURE TO SUBMIT PLEADINGS**

- 7.1 If a party fails to serve its pleading within the time limit set, the Sole Arbitrator, on the application of the other party or of his own motion, will notify the defaulting party that unless the outstanding pleadings are received within a fixed period [maximum 14 (fourteen) days], he will proceed to give the Award on the basis of the submissions and documents before him to the exclusion of all others.
- 7.2 In the case of failure to file or serve the Statement of Claim within the prescribed time the Arbitrator shall make an award dismissing the claim.
- 7.3 The time allowed by the Arbitrator's notice, added to any extension of time previously agreed between the parties in respect of the same pleading, shall not in total exceed 30 (thirty) days.

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- 7.4 Any pleading or evidence submitted by the defaulting party subsequent to expiry of the time limit set by the Arbitrator's notice shall not be admissible.

**8. NOTICE OF COMPLETION OF PLEADINGS**

- 8.1 Following the submission of the Statement of Reply, or, where there is a counterclaim, following submission of the Statement of Reply to Defence and counterclaim, IIAC shall declare to the parties, that pleadings have been closed.

No further pleadings shall be considered by the Arbitral Tribunal following such a declaration.

- 8.2 After pleadings have been closed, IIAC shall after consultation with the Sole Arbitrator fix and intimate all parties concerned, a date for preliminary or other hearings and issue other directions for the conduct of the Arbitration hearings.

**9. DISCLOSURE OF DOCUMENTS**

- 9.1 Parties shall be bound to produce all documents and materials in their possession and control which relate to the matters in issue.

- 9.2 There shall be no application for making of disclosure, but if in the opinion of the sole Arbitrator, a party has failed to disclose or to produce any documents or materials which ought to have been disclosed and produced by a party, then the Sole Arbitrator may order the production of such documents or may indicate to the party to whom the order is directed that, if without adequate explanation that party fails to produce the documents or materials, the Arbitrator may proceed on the assumption that the contents of such documents or materials would not favour that party's case.

**10. EVIDENCE**

- 10.1 Sole Arbitrator will be entitled to decide the disputes and claims on basis of documents submitted by parties.

- 10.2 After pleadings are closed, the Sole Arbitrator shall determine whether any issue/defence raised requires oral evidence to be led and direct that *Affidavit In Lieu of Evidence* may be filed by parties and also the time frame for allowing cross-examination of that witness as also additional

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sums liable to be deposited by any party for that purpose. The arbitrator may also rule on relevancy and strike out evidence any *Affidavit In Lieu of Evidence* or portions thereof.

- 10.3 A party desirous of leading Oral Evidence must apply to the Sole Arbitrator at the earliest and before commencement of oral arguments.
- 10.4 A party desiring to lead oral evidence shall also deposit as a condition precedent additional Arbitrators Fees and Charges as prescribed by IIAC.
- 10.5 The Sole Arbitrator will have the power to decide which party shall ultimately bear liability for such additional fees, administrative charges and other expenses of hearings when making the Award.
- 10.6 The Sole Arbitrator shall complete the recording of evidence within 10 (ten) working days unless time is extended by IIAC.
- 10.7 Parties shall produce the witness for cross-examination on the date fixed for examining/hearing that party's evidence.
- 10.8 After completion of recording of evidence, IIAC shall give notice to parties of closure of evidence.

**11. HEARINGS**

- 11.1 Unless otherwise agreed to by the parties to dispense with oral arguments, there shall be one hearing for oral arguments. The Arbitral Tribunal shall thereafter proceed to determine the issues and make an award. In exceptional circumstances for reasons to be recorded by Arbitral Tribunal, additional hearings may be held if the Arbitral Tribunal so requires.
- 11.2 In the case of an hearing for oral arguments the Arbitral Tribunal shall have power to allocate the time available (which shall be limited to 1 (one) working day) between the parties in such manner that each party has an equal opportunity to present its case.
- 11.3 The Arbitration Hearings will be held at IIAC Mumbai unless specifically otherwise agreed to by the parties.
- 11.4 Any request for extension of time limits including that for the service of a pleading within the prescribed time limit as set out in these Rules must be applied for before expiry of the existing time limit.

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- 11.5 The Arbitral Tribunal shall be entitled to refuse extension of time limits set out in these Rules.
- 11.6 In event of non-compliance or non-observance of this procedural Rule, the party in default as determined by the Arbitral Tribunal, will be liable to pay costs before being heard on any adjourned date.
- 11.7 On expiry of time for filing of written submissions/ arguments (where there is no hearing of oral arguments) or conclusion of oral arguments, the Arbitral Tribunal shall close the hearing.

**12. AWARD**

- 12.1 The Arbitral Tribunal will make every effort to publish the Award within 30 (thirty) working days from the close of the hearing. In the event of the Arbitral Tribunal is unable to make an Award within the said period, then the Arbitral Tribunal shall state the reasons for delay in the Award.
- 12.2 The Award made in pursuance to these Rules shall be final and binding on the parties and persons claiming under them respectively.

**13. FEES & CHARGES**

- (i) The Summary Claim's Fees and Charges shall be standard Fees and Charges which shall be fixed and notified from time-to-time by IIAC.
- (ii) The Summary Claims Fees and Charges basically includes the appointment fee, a hearing fee, the writing of the Award and for assessment of costs as prescribed by IIAC from time-to-time.
- (iii) If the jurisdiction of the Sole Arbitrator is challenged and IIAC is required to determine that issue, additional fees as specified by IIAC from time-to-time shall be payable in the first instance by the party so challenging, before the Award is made.
- (iv) The Arbitral Tribunal will have the power to decide which party shall ultimately bear liability for Fees and Charges, other expenses, etc., when making the Award.
- (v) Charges of IIAC and charges for venue and all amenities provided at the venue, shall be payable by Parties in accordance with the Schedule of Fees and Charges published by IIAC from time-to-time.



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- (vi) After receipt of a “*Request for Arbitration*”, the Secretariat may require the Claimant to deposit an amount likely to cover Fees and Charges until framing of Issues is completed by the Arbitral Tribunal.
- (vii) Where any party fails to deposit Fees and Charges as directed, then the other party may deposit, the defaulting parties share of Fees, and Charges subject to orders being passed by the Arbitral Tribunal as to quantum and liability.
- (viii) Where both parties fail to Fees, and Charges as prescribed by IIAC, the Secretariat shall place the matter before the Arbitral Tribunal for passing orders and directions. The Arbitral Tribunal will be entitled to pass appropriate orders and directions including terminating the arbitration proceedings.

### 14. COSTS

- 14.1 The Arbitral Tribunal shall assess and award costs on a commercial basis having regard to the nature of the reference.
- 14.2 The Arbitral Tribunal shall have absolute discretion to assess, determine and fix the amount of costs (including disbursements) which one party may be ordered to pay to the other subject to such maximum figure as shall be fixed and published from time to time by IIAC.
- 14.3 No breakdowns of such costs are to be provided unless the parties agree otherwise or the Arbitrator so requires.
- 14.4 The successful party will normally be awarded the Summary Claims Fees and Charges, etc. In addition to any costs which the party has incurred (subject to limits, if any, prescribed by IIAC), provided always that any award of costs shall be in the sole discretion of the Arbitral Tribunal.

### 15. ARBITRAL TRIBUNALS POWER TO VARY PROCEDURE

- 15.1 The Arbitral Tribunal may in exceptional circumstances, and for reasons to be recorded, depart from or vary the above provisions as he considers appropriate, save and except that he shall not be entitled to vary his fees as Arbitral Tribunal and the maximum figure which can be awarded under the Summary Claims Arbitration Procedure 2016 in respect of costs unless the parties agree otherwise in writing.

15.2 In any case where it is determined by Arbitral Tribunal or agreed to by parties in writing that, because of the nature and/or weight of a case, the SCAP 16 Rules is inappropriate and shall not be applicable, it shall cease to apply in its entirety and thereafter the CAP 16 Rules will be applied and adopted by parties for completion of the arbitration proceedings. Thereafter, Fees and Charges shall be borne by parties as prescribed and applicable to proceedings under CAP 16 Rules published by IIAC.

## **16 COMMUNICATIONS**

16.1 No Party shall communicate, directly or indirectly, with any member of the Arbitral Tribunal and the Arbitral Tribunal shall not communicate with any Party during the pendency of the arbitration proceedings.

16.2 Throughout the Arbitral proceedings all communications by parties to the Arbitral Tribunal shall be addressed to the Secretariat, IAC only, who shall in turn communicate with the Arbitral Tribunal.

16.3 All communications between any party and IIAC and in particular, communications intended to be communicated to the Arbitral Tribunal, shall be simultaneously endorsed/marked to the other party.

16.4 All communications shall be in writing in English language and may be delivered by hand delivery, registered post, courier or by e-mails.

## **17. EXCLUSION OF LIABILITY**

17.1 IIAC and its Chairperson, Secretariat, office bearers, directors, officers, employees, committee members, advisors/consultants and Arbitrators shall not be liable to any person for any act with relation to any arbitration governed by these Rules.

17.2 Parties will not require IIAC and its Chairperson, Secretariat, office bearers, directors, officers, employees, committee members, advisors/consultants and Arbitrators to make any statements in connection with any arbitration proceedings. It is clarified that IIAC and its Chairperson, Secretariat, office bearers, directors, officers, employees, committee members, advisors/consultants and Arbitrators shall not be summoned or be liable to make any statements or appearances in any capacity in any tribunal or court of law or to file affidavits or any other document in any proceedings relating to any arbitration proceeding and these Rules.

**18. WAIVERS**

A Party who proceeds with an arbitration without raising objections as to any failure to comply with any Rules or any directions or any requirements and terms under the arbitration agreement required to be complied with or relating to the constitution of the Arbitral Tribunal or conduct of the arbitration proceedings shall be deemed to have waived his rights to object.

**19. CONFIDENTIALITY**

All proceedings relating to the work of IIAC, the Arbitral Tribunal, and conduct of arbitral proceedings are confidential. All parties and the Arbitral Tribunal shall at all times, treat all matters relating to and connected with arbitral proceedings as strictly confidential and shall not disclose them.

**20. INTERPRETATION**

- 20.1 Any question arising as to interpretation of these Rules, Guidelines or Arbitrators, Code of Conduct shall be determined by IIAC and its decision and interpretation shall be final and binding.
- 20.2 If any of these Rules are in conflict with a mandatory provision of the applicable law of the arbitration from which parties cannot derogate, then, that provision of law will prevail.
- 20.3 In all matters not expressly provided for in these Rules, the Arbitral Tribunal shall act in the spirit of these Rules and shall make all endeavours to proceed with the Arbitral hearing and make an enforceable Award.

**21. AMENDMENTS**

These rules may be amended, varied or modified by IIAC at any time.

**22. MISCELLANEOUS PROVISIONS**

IIAC *“General Rules of Procedure and Guidelines to Arbitrators and Parties for Conduct of Proceedings and Hearings 2016” (General Rules of Procedure & Guidelines)* to the extent that they are not inconsistent with the SCAP 16 Rules shall be applicable to all Arbitration proceedings and constituted Arbitral Tribunals and to parties involved in arbitrations conducted in accordance with these rules and The *“Code of Ethics &*

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*Conduct & Disclosure Rules for Arbitrators*” published by IIAC shall apply to the proceedings conducted under the SCAP 16 Rules.

**23. PRACTICE NOTES**

The Secretariat, IIAC may from time-to-time issue practice notes to clarify, supplement or implement these Rules for facilitating better administration of arbitration proceedings.

**SCHEDULE**  
**FORM No. IA**  
**FORMAT OF “REQUEST FOR ARBITRATION”**  
**PER RULES 3 AND 4.2 (i)**

**“REQUEST FOR ARBITRATION”**

To,  
The Secretariat,  
IMC INTERNATIONAL ADR CENTRE (“IIAC”)  
IMC Building, 3rd Floor,  
IMC Suresh Kotak International ADR Centre,  
IMC Marg, Churchgate,  
Mumbai 400023.  
Maharashtra,  
INDIA

Dear Sir/Madam,

**RE: Case No:** \_\_\_\_\_ . **(To be filled in by IIAC at time of filing)**

1. WE \_\_\_\_\_  
(Claimants), have entered into a written Contract dated \_\_\_\_\_  
with \_\_\_\_\_ (Respondents),  
  
which contains an arbitration agreement/clause whereunder disputes arising in relation to the agreement are liable to be referred to arbitration to be conducted in accordance with the SCAP 16 Rules of IIAC by a Sole Arbitrator.
2. Whereas disputes and claims have arisen between the Parties in relation to and out of/ in respect of the said agreement as set out below and which are liable to be referred to arbitration to be conducted as per SCAP 16 Rules of IIAC.
3. We, the Claimants herein hereby invoke the arbitration agreement and request that a Arbitrator be appointed as per the SCAP 16 Rules of IIAC.
4. We provide / enclose the following:
  - (i) The Claimants details:-
    - a) Name:

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- b) Address:
- c) E-mail address:
- d) Telephone:
- e) Facsimile:
- (ii) The Respondents details:–
  - a) Name:
  - b) Address:
  - c) E-mail address:
  - d) Telephone:
  - e) Facsimile:
- (iii) A copy of the contract in relation to which disputes and claims arise.
- (iv) A copy of the arbitration agreement between the Parties if not included in the contract.
- (v) A summary of relevant facts setting out the dispute and the stand taken by the Claimants and Respondents thereon:  
\_\_\_\_\_  
*(A separate sheet may be annexed to this application/ request).*
- (vi) The nature and value of reliefs and claims: \_\_\_\_\_  
\_\_\_\_\_

5. Re: ARBITRATOR: [Tick One]

- i) Arbitration Agreement provides for appointment of a named Sole Arbitrator viz.: Ms/Mr \_\_\_\_\_;  
having her/his office at: \_\_\_\_\_  
\_\_\_\_\_.

*Please appoint the above named person as Sole Arbitrator.*

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- ii) Parties are required under the arbitration agreement to agree upon appointment of a Sole Arbitrator.

***Please furnish parties with a list of Panel Arbitrators.***

6. INSTITUTION FEES

Institution Fees as prescribed under Schedule:

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

*(to be enclosed by way of Pay Order in favour of IIAC payable at Mumbai)*

Payment details:

- (a) Name of Bank issuing Pay Order:  
(b) Date and Number of Pay Order:  
(c) Amount of Pay Order in Figures:  
(d) Amount of Pay Order in Words:

Date: \_\_\_\_\_

(Claimants NAME and SIGNATURE)

To be signed by Claimants /Claimants authorized signatory.

**FORM No. 1B**  
**FORMAT OF REQUEST TO APPOINT A SOLE ARBITRATOR**  
**REFERRED TO IN RULE 4.2 SUB-PARAGRAPH (ii)**  
**REQUEST FOR APPOINTMENT OF A SOLE ARBITRATOR**  
**by IIAC**

To,  
The Secretariat,  
IMC INTERNATIONAL ADR CENTRE ("IIAC")  
IMC Building, 3rd Floor,  
IMC Suresh Kotak International ADR Centre,  
IMC Marg, Churchgate,  
Mumbai 400023.  
Maharashtra,  
INDIA.

Dear Sir/Madam,

**RE: CASE No.:**

- 1) WE \_\_\_\_\_ (Claimants), have entered into a written contract dated \_\_\_\_\_ with \_\_\_\_\_ (Respondents),

which contains an arbitration agreement /clause whereunder disputes arising in relation to the contract are liable to be referred to arbitration of a Sole Arbitrator to be conducted in accordance with the SCAP 16 Rules of IIAC.

- 2) A Request for Arbitration has been filed on \_\_\_\_\_.  
(Copy of Request for Arbitration and Fees and Charges paid is annexed).

- 3) *A list of Panel Arbitrators has been furnished to us by the IIAC.*

- 4) *WE have agreed upon and are desirous of appointing Shri \_\_\_\_\_*

*(a Panel Arbitrator) as Sole Arbitrator to arbitrate upon our disputes arising under the above Written Contract in accordance with the SCAP 16 Rules of IIAC.*



SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- 5) *We, the Claimants and Respondents abovenamed hereby request that IIAC to appoint the person named in paragraph 3 above as Sole Arbitrator/ Arbitral Tribunal.*

Date: \_\_\_\_\_

(Claimants SIGNATURE) NAME and SIGNATURE) To be signed by parties authorized Signatory	(Respondents SIGNATURE) NAME and SIGNATURE) To be signed by parties authorized Signatory
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NOTE: If both parties are not signing this application, Party submitting application must annex correspondence evidencing that the parties have arrived at a consensus between themselves as to the name of the Sole Arbitrator.

**FORM No. 1C**  
**FORMAT OF REQUEST TO APPOINT A SOLE ARBITRATOR**  
**REFERRED TO IN RULE 4.2 (iii)**  
**REQUEST FOR APPOINTMENT OF A SOLE ARBITRATOR**  
**by IIAC**

To,  
The Secretariat,  
IMC INTERNATIONAL ADR CENTRE ("IIAC")  
IMC Building, 3rd Floor,  
IMC Suresh Kotak International ADR Centre,  
IMC Marg, Churchgate,  
Mumbai 400023.  
Maharashtra,  
INDIA.

Dear Sir/Madam,

**RE: CASE No:** \_\_\_\_\_.

- 1) WE \_\_\_\_\_ (Claimants),  
have entered into a written Contract dated \_\_\_\_\_  
with \_\_\_\_\_  
(Respondents),

which contains an arbitration agreement/clause where under disputes arising in relation to the written Contract are liable to be referred to arbitration of a Sole Arbitrator to be conducted in accordance with the SCAP 16 Rules of IIAC.

- 2) A Request for Arbitration has been filed on \_\_\_\_\_.  
(Copy annexed).

WHEREAS:

- The person agreed upon by parties as the Sole Arbitrator, Shri \_\_\_\_\_, has declined to act as a Sole Arbitrator, or;
- The Sole Arbitrator named is unable to act, or;
- The Sole Arbitrator appointed is unable to act

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- Parties are unable to arrive at a consensus between ourselves as to name of Sole Arbitrator and time prescribed for such consensus prescribed under SCAP 16 Rules has expired.

*(Tick any one above)*

*We, the CLAIMANTS / RESPONDENTS abovenamed, request IIAC to appoint a suitable person as Sole Arbitrator.*

Date: \_\_\_\_\_

(Claimants SIGNATURE) NAME and SIGNATURE) To be signed by parties authorized Signatory	(Respondents SIGNATURE) NAME and SIGNATURE) To be signed by parties authorized Signatory
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NOTE: If both parties are not signing this application, Party submitting application must annex correspondence evidencing that Parties are unable to arrive at a consensus between themselves as to the name of the Sole Arbitrator.

**FORM No. 1D**  
**FORMAT OF REQUEST TO APPOINT A SOLE**  
**ARBITRATOR UNDER RULE 4.2 (iv)**  
**REQUEST FOR APPOINTMENT OF A SOLE**  
**ARBITRATOR**  
**by IIAC**

To,  
The Secretariat,  
IMC INTERNATIONAL ADR CENTRE ("IIAC")  
IMC Building, 3rd Floor,  
IMC Suresh Kotak International ADR Centre,  
IMC Marg, Churchgate,  
Mumbai 400023.  
Maharashtra,  
INDIA.

Dear Sir/Madam,

**RE: CASE No. :**

- 1) WE:
  - (i) \_\_\_\_\_(Claimants), with
  - (ii) \_\_\_\_\_(Respondents),  
have entered into a Written contract dated \_\_\_\_\_which contains an arbitration agreement /clause where under disputes arising in relation to the written contract are liable to be referred to arbitration of a Sole Arbitrator to be conducted in accordance with the SCAP 16 Rules of IIAC.
- 2) *A Request for Arbitration* has been filed on \_\_\_\_\_ by Claimants\_\_\_\_\_. (Copy of *Request for Arbitration* and Fees and Charges paid are annexed).
- 3) The Arbitration Agreement provides for appointment of a Sole Arbitrator to be appointed by IIAC, (*Copy annexed*).

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- 4) We (Claimants / Respondents) named above, request that IIAC appoint a suitable person as a Sole Arbitrator to arbitrate upon the disputes.

Date:

(Claimants or Respondents)

NAME and SIGNATURE)

To be signed by party's authorized signatory.

**FORM No. 1E**  
**REFER RULE 4.3 OF SCAP 16 RULES**

*(To be used where parties do not have an arbitration agreement in their written contract but are desirous of referring their disputes to arbitration under the Summary Claims Arbitration Procedure (SCAP 16 Rules) of IIAC)*

To,  
The Secretariat,  
IMC INTERNATIONAL ADR CENTRE ("IIAC")  
IMC Building, 3rd Floor,  
IMC Suresh Kotak International ADR Centre,  
IMC Marg, Churchgate,  
Mumbai 400023.  
Maharashtra,  
INDIA.

Dear Sir/Madam,

WE the undersigned Claimant and Respondents, in intended Arbitration namely,

Claimant's name and address: \_\_\_\_\_

Respondent's name and address: \_\_\_\_\_

State as Under:

1. Whereas certain disputes and claims as set out in Form 2 hereto and counterclaims have arisen between us which we are desirous of referring to arbitration as per Summary Claims Arbitration Procedure 2016 Rules (SCAP 16 Rules) of IIAC.

WE have agreed to refer these disputes to arbitration of a Sole Arbitrator as per Summary Claims Arbitration Procedure 2016 Rules (SCAP 16 Rules) of IIAC.

2. Accordingly we have to inform IIAC

(Tick any one of the boxes below)

- We have agreed to refer these disputes to the Sole arbitration of Shri \_\_\_\_\_ having his office at \_\_\_\_\_ to be held in accordance with the Summary

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

Claims Arbitration Procedure 2016 (SCAP 16 Rules) of IAC, Mumbai and he has consented to do so as per his Statement of Consent to act as Arbitrator & Disclosure of Interest dated \_\_\_\_\_ enclosed herewith.

Or

We have agreed to refer these disputes to sole arbitration of IAC to be held in accordance with the Summary Claims Arbitration Procedure 2016 Rules (SCAP 16 Rules) of IAC.

That parties have not been able to come to an agreement on the name of a Sole Arbitrator.

In the circumstances, We \_\_\_\_\_ (Claimants) and (Respondents) hereby request IAC to appoint a Sole Arbitrator in accordance with the Summary Claims Arbitration Procedure 2016 Rules (SCAP 16 Rules) of IAC.

3. We agree/do not agree (delete as appropriate) that the Sole Arbitrator/Arbitral Tribunal may make their decision about our disputes claims and Counterclaims based only on documents and written submissions and that we will submit to the Sole Arbitrator as per Summary Claims Arbitration Procedure 2016 Rules, IAC.
4. We consent / do not consent (delete as appropriate) to Sole Arbitrator dispensing with an oral hearing entirely at his discretion.
5. We will comply with all directions of the Sole Arbitrator and agree to be bound by the Summary Claims Arbitration Procedure 2016 Rules and revisions made thereto by IAC from time-to-time.
6. We agree that the Arbitrator's Award is final and can be enforced by the relevant court.
7. Documents and Fees and Charges as per Summary Claims Arbitration Procedure 2016 Rules (SCAP 16 Rules) of IAC, Mumbai are enclosed herewith.
8. We agree and confirm that we will pay all Fees and Charges as prescribed by IAC for administration and conduct of the Arbitration proceedings.

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

Claimants (please Place Name and sign / Co. Seal here)

Respondents (please Place Name and sign/co. Seal here.

Date: \_\_\_\_\_

NOTE:

- 1) This FORM must be signed by both parties and submitted to the Secretariat, IIAC.
- 2) The application shall be accompanied by a "*Request of Arbitration*" in the prescribed format of FORM 1A to Schedule of SCAP 2016 Rules.



**FORM No. 1F**  
**REFER RULE 4.3.4 OF SCAP 16 RULES**  
**“REQUEST FOR ARBITRATION”**  
**UNDER ORDER/DIRECTION OF COURT OF LAW**

To,  
The Secretariat,  
IMC INTERNATIONAL ADR CENTRE (“IIAC”)  
IMC Building, 3rd Floor,  
IMC Suresh Kotak International ADR Centre,  
IMC Marg, Churchgate,  
Mumbai 400023.  
Maharashtra,  
INDIA.

Dear Sir/Madam,

**RE: Case No: \_\_\_\_\_ . (To be filled in by IIAC at time of filing)**

Under mentioned parties

(i) \_\_\_\_\_ (Claimants),

with

(ii) \_\_\_\_\_ (Respondents),

WHEREAS we are parties to the proceedings pending before Hon’ble Court \_\_\_\_\_ (Please fill in details of the case).

AND WHEREAS by an order/direction of the \_\_\_\_\_ Hon’ble Court dated \_\_\_\_\_, the matter is referred to arbitration of a Sole Arbitrator/ Arbitral Tribunal. Attached herewith is the original certified order/direction.

2. The order/direction of the court of law provides for appointment of:

(Tick one of the three boxes from the options below):

- We jointly request IIAC to appoint a Sole Arbitrator.
- A Sole Arbitrator whose name has been agreed upon by parties and whose name and details are set out below.
- A Sole Arbitrator to be appointed by mutual consent of parties.

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

3. The claimant(s) details:-
  - a) Name:
  - b) Address \*:
  - c) Email address \*:
  - d) Telephone \*:
  - e) Facsimile \*:
4. The Respondent(s) details :-
  - Name:
  - Address \*:
  - E-mail address \*:
  - Telephone \*:
  - Facsimile \*:
5. A copy of the pleadings in relation to which the order/direction has been passed.
6. A brief description of the claim and summary of relevant facts supporting the claim and setting out the dispute and the stand taken by the claimant and respondent thereon:  

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(A separate sheet may be annexed to this application/ request).
7. The nature and value of reliefs and claims:  

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8. Institution Fees as prescribed by IIAC Rs. (Rupees\_\_\_\_\_ only)  
*(To be enclosed by way of Pay Order in favour of the IMC International ADR Centre payable at Mumbai.)*
  - (a) Name of Bank issuing Pay Order:

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- (b) Date and Number of Pay Order:
- (c) Amount of Pay Order in Figures:
- (d) Amount of Pay Order in Words:

Date: \_\_\_\_\_

(Claimants NAME and SIGNATURE)

To be signed by Claimants/Claimants authorized signatory.

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

**FORM No. 2**  
**SUMMARY CLAIMS ARBITRATION PROCEDURE UNDER IIAC**  
**(SCAP 16 RULES) STATEMENT OF CLAIM**

Arbitration CASE No. \_\_\_\_\_ of 20 \_\_\_\_\_.

Before Sole Arbitrator Shri \_\_\_\_\_

**NOTE:**

This form uses the word 'CLAIMANT' and 'RESPONDENT' often. The 'CLAIMANT' is the person making a claim.

The 'RESPONDENT' is the person an action is being taken against.

<b>Sr. No.</b>		<b>Particulars</b>
1	Please fill in the Claimant's details here.	
	1) Name	1)
	2) Address	2)
	3) Describe Claimant's business	3)
2	Please fill in the Respondent's details here.	
	1) Name:	1)
	2) Address:	2)
	3) Describe Respondent's business	3)
3	'Details of claim' Please outline the dispute that you have with the Respondent. <b>NOTE:</b> (i) If you have any additional information please try to confine to one page and attach to this document.	

**SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)**

<b>Sr. No.</b>	<b>Particulars</b>	
	(ii) A List of Dates and Events in Form 2A given below are to be prepared and filed by Claimants along with Statement of Claim.	
4	Please state the Issues which according to Claimants arise for determination by Arbitrator in this Arbitration.	
5	Please outline what you are claiming from the Respondent.	
6	<p>Please list all the documents in your possession relating to the claim.</p> <p>Please send IIAC the documents you are using to support your claim with this form duly Indexed and paged.</p>	<p>Claimants confirm that the following is a List of all documents relating to the Claim herein other than privileged documents.</p> <p>1)</p> <p>2)</p> <p>Following Documents relevant to the claim were in our possession but are now not in our possession And control.</p> <p>1)</p> <p>2)</p>
7	Please give details and reference to Arbitration Agreement pursuant to which claim is referred.	

Please read the following statement and sign it to show you understand and accept it.

The Claimant confirms that the facts stated in List of Dates and in Item No. 3 listed above are true and correct to the Claimants own knowledge.

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

The Claimant confirms and accepts that only the documents that are enclosed with this Claim Form will be used by Claimants in support of their claim and at the oral hearing.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed by Claimant / Claimant's Authorized signatory

Name and Address of Claimants

Legal Representative, if any.

**Notes**

- 1) Authorized signatory must be a person who is able to confirm the truth and correctness of statements made in Claim Statement and List of Dates to his own personal knowledge or based on knowledge obtained from documents (Please specify the items separately).
- 2) Where Claimant is a company or a body corporate or an artificial entity, a copy of power of attorney, resolution of Board of Directors and other prescribed authorizations *inter alia* authorizing the signatory to sign and affirm this Claim Statement must be filed along.
- 3) Where Claimants and Respondent have a Legal Representative all proceedings and correspondence will be addressed to or by that Legal Representative only.

**FORM 2A**

**LIST OF DATES and EVENTS**

*(To be filed by Claimants at first Instance and filed along with Claim Statement and Claimants Compilation of Documents)*

(1)	(2)	(3)	(4)	(5)
<b>Sr. No.</b>	<b>Date</b> <i>(in <b>Bold</b> and underlined)</i>  And below date in ITALICS fonts give Description of Documentary Evidence, if any and its page Reference to be disclosed in Claimants 'Compilation / or Respondents' C o m p i l a t i o n establishing Events set out in Column No. (3)  <i>See Illustration given below</i>	<b><u>Particulars of Event</u></b>	<b>W h e t h e r Respondents admit Event or Documents referred to by Claimants in Column Nos. (2) and (3) and in Claimants 'Compilation'</b>	<b>W h e t h e r Claimants Admit additional Event or Documents given by Respondents and referred to by Respondents in Column Nos. (1) and (2) in rows numbered alphabetically and documents disclosed in Respondents' Compilation</b>
1	<b><u>1-12-2011</u></b> (C/C pg.1)	P u r c h a s e Order of Respondents for Supply of Good being 10 Drums of Oil @ ₹ 10/- each		

**SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)**

(1)	(2)	(3)	(4)	(5)
2	<b><u>10-12-2011</u></b> (C/C pg.3)	<u>Claimants' Invoice</u> <u>₹ 1,000/-</u> <u>For 10 drums of Oil @</u> <u>₹ 100 each</u>		
3	<b><u>10-12-2011</u></b> <i>Delivery Challans</i> (C/C pg. 4) <i>Lorry Receipts</i> (C/C pg.5)	G o o d s delivered by Claimants to Respondents per Order  Under Lorry Receipts and Delivery Challans bearing Respondents acknowledgements.		
4	Correspondence and demand for payment			

KEY:

C/C = Claimants Compilation

R/C = Respondents Compilation

WHEREUSED

**NOTES:**

- (i) *LIST of Dates and Events -- Column Nos. 1, 2 and 3 are to be prepared and filed by Claimants along with Statement of Claim.*
- (ii) *In LIST of Dates and Events -- Column No. 4 is to be filled by Respondents and filed along with Respondents Defence.*



SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- (iii) *Where parties desire to add additional Facts and Events in Claimants List of Dates they may do so by adding additional Rows in the Form so as to maintain the chronology of dates. Additional Facts and Events and References to Documents, if any, relied upon by Respondents in their Defence and Counterclaim will be set out by Respondent in Column Nos. 1, 2, and 3 in same manner as done by Claimant however the additional rows inserted by Respondents should have new Serial Numbers running Alphabetically, e.g. Additional dates after date at Serial No. 2 will be: 2(A), 2(B), 2(C). The Numeric Serial Numbers given by Claimants should be maintained.*
- (iv) *The Respondents will also fill in Column No. 4*
- (v) *List of Dates and Events duly completed along with the Defence and Counter Claim in Form 3 along with Respondents Compilation of Documents duly indexed and paged will be sent by Respondents in prescribed time to IIAC, the Sole Arbitrator and to Claimants/ Claimants Legal Representative.*

**FORM No. 3**  
**SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 UNDER**  
**IIAC (SCAP 16) STATEMENT OF DEFENCE**

Arbitration No. \_\_\_\_\_ of 20 \_\_\_\_\_ .

Before Sole Arbitrator Shri \_\_\_\_\_

**NOTE:**

This form uses the word 'CLAIMANT' and 'RESPONDENT' often. The 'CLAIMANT' is the person making a claim.

The 'RESPONDENT' is the person an action is being taken against.

Sr. No.		Particulars
1	Please fill in the Claimant's details here.	
	1) Name	1)
	2) Address	2)
	3) Describe Claimant's business	3)
2	Please fill in the Respondent's details here.	
	1) Name:	1)
	2) Address:	2)
	3) Describe Respondent's business:	3)
3	<p><b>DEFENCE</b></p> <p>Please give your response to the dispute as described by the claimant in paragraphs 3 in their 'Details of claim'.</p> <p>and to the questions/issues arising for determination given by Claimants at Para No.4.</p> <p><b>NOTE:</b></p> <p>(i) <i>If you have any additional information please try to confine to one page and attach to this document.</i></p>	

**SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)**

Sr. No.		Particulars
	In the List of Dates and Events in Form 2A given prepared and filed by Claimants along with Statement of Claim please fill up particulars of any additional Dates and Events and Documents relied upon by you in support of your defence as indicated in Notes to Form 2A	
3A	<p><b>COUNTERCLAIM</b></p> <p>Do you want to make a claim against the claimant (this is known as a 'counterclaim')?</p> <p>If you do please outline the Nature of dispute and counterclaim here.</p> <p><b>NOTE:</b></p> <p>In the List of Dates and Events in Form 2A given prepared and filed by Claimants along with Statement of Claim please fill up particulars of Dates and Events and Documents relied upon in support of Counterclaim as indicated in Notes to Form 2A</p>	<p>A claim is being made by the Respondent (Counter-Claimant)</p> <p>Against: _____</p>
4	Please state the Issues which according to Respondent arise for determination by Arbitrator in this Arbitration.	
5	Please outline what you are claiming from the Claimant in your Counterclaim	
6	<p>Please list all the documents in your possession relating to your defence and counterclaim.</p> <p>Please send the documents you are using to support your defence and counterclaim with this form duly Indexed and paged.</p>	<p>Respondents confirm that the following is a List of all documents relating to their Defence and/ counterclaim herein other than privileged documents.</p>

**SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)**

Sr. No.	Particulars
	1) 2) Following Documents relevant to the Defence and / counterclaim were in Respondents possession but are now not in Respondents possession and control. 1) 2)

Please read the following statement and sign it to show you understand and accept it.

**VERIFICATION**

The Respondent confirms that the facts stated in List of Dates and in paras 3 & 3A of the Respondents Statement of Defence and / Counterclaim above are true and correct to the Respondents own knowledge.

The Respondent confirms that the documents that are enclosed with this Statement of Defence will be relied in their defence and at the oral hearing.

Dated this \_\_day of \_\_\_\_\_ 20\_\_.

Signed by Respondent / Respondents Authorized signatory

Name and Address of Respondents

Legal Representative, if any.

**NOTES:**

- 1) *Authorized signatory must be a person who is able to confirm the truth and correctness of statements made in Statement and List of Dates to his own personal knowledge or based on knowledge obtained from documents (Please specify the items separately).*

SUMMARY CLAIMS ARBITRATION PROCEDURE 2016 RULES (SCAP 16 RULES)

- 2) *Where Respondent is a Company or a Body Corporate a Copy of Power of Attorney and Resolution of Board of Directors authorizing the Signatory to sign and affirm this Statement of Defence must be filed along with this Statement of Defence.*
- 3) *Where Claimants and Respondent have a Legal Representative all proceedings and correspondence will be addressed to or by that Legal Representative.*

## APPENDIX

### General Guidance Notes

#### SUGGESTED FORMATS OF ARBITRATION AGREEMENT / CLAUSES

##### For Future Disputes

Parties desirous of adopting IIAC SCAP 16 Rules for resolving any disputes and claims that may arise during the performance of their written contracts, should incorporate an arbitration agreement in their written contract, Purchase Order or Invoice (preferably in the Purchase Order) at the time of entering into the contract.

Some suggested formats of Arbitration Agreements, which parties may incorporate in their written contracts at the time of entering into written contracts, are set out by way of guidance below:

*“All dispute and differences arising out of or in connection with or relating to this Contract including any question regarding its existence, validity or termination, shall be referred to and be resolved by arbitration by a Sole Arbitrator at Mumbai conducted in accordance with the Summary Claims Arbitration Procedure 2016 (SCAP 16 Rules) of IMC International ADR Centre (IIAC) and the award made in pursuance thereof shall be final binding on the parties”.*

Followed by any one of the following sentences.

- *“The Arbitral Tribunal shall comprise of Shri \_\_\_\_\_ who shall act as Sole Arbitrator”; or*
- *“The Arbitral Tribunal shall comprise of one Arbitrator to be agreed upon by parties and failing an agreement on the Arbitrator, to be appointed by IIAC”; or*
- *“The Arbitral Tribunal shall comprise of one Arbitrator to be appointed by IIAC”.*



