

# ARBITRATION AGREEMENT

**Date:**

**Place of Execution:**

## PARTIES TO THIS AGREEMENT

This Arbitration Agreement ("Agreement") is entered into by and between the following parties:

### FIRST PARTY

**Name**

**Identification**

**Address**

**Phone**

**E-mail**

(hereinafter referred to as the "**First Party**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives, and permitted assigns)

### SECOND PARTY

**Name**

**Identification**

**Address**

**Phone**

**Email**

(hereinafter referred to as the "**Second Party**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, legal representatives, and permitted assigns)

The First Party and Second Party are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

## RECITALS

**WHEREAS**, the Parties have entered into or intend to enter into certain agreements, transactions, or business relationships;

**WHEREAS**, the Parties desire to establish a mechanism for the resolution of any disputes, controversies, or claims arising out of or in connection with such agreements, transactions, or relationships;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. PURPOSE AND SCOPE

### 1.1 Purpose

The purpose of this Agreement is to provide an efficient, cost-effective, and confidential mechanism for the resolution of disputes between the Parties through arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (hereinafter referred to as the "**Act**").

### 1.2 Scope of Application

This Agreement shall apply to any and all disputes, differences, controversies, or claims arising out of or in connection with:

- (a) Any contract, agreement, or arrangement between the Parties;
  - (b) The interpretation, validity, performance, breach, or termination thereof;
  - (c) Any non-contractual obligations arising out of or in connection with the same;
- (d) Any question regarding the existence, scope, or validity of this arbitration agreement.



## **5.2 Venue of Hearings**

The venue for hearings may be determined by the arbitral tribunal in consultation with the Parties, and may be different from the seat of arbitration. The arbitral tribunal may conduct hearings at any location it deems appropriate, including through video conferencing or other electronic means, without affecting the juridical seat of arbitration.

## **6. GOVERNING LAW**

### **6.1 Applicable Law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India.

### **6.2 Substantive Law**

The arbitral tribunal shall apply the substantive laws of India to the merits of the dispute, unless the Parties have expressly agreed otherwise in writing.

## **7. ARBITRATION PROCEDURE**

### **7.1 Governing Rules**

The arbitration proceedings shall be conducted in accordance with:

- The procedural provisions of the Act
- ICC Arbitration Rules
- SIAC Arbitration Rules
- MCIA Arbitration Rules
- Other institutional rules

If other institutional rules are selected, please specify: \_\_\_\_\_,

### **7.2 Powers of the Arbitral Tribunal**

The arbitral tribunal shall have the power to:

- (a) Determine its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement;
- (b) Order interim measures of protection as provided under Section 17 of the Act;
- (c) Conduct the proceedings in such manner as it considers appropriate, subject to the provisions of the Act;
- (d) Determine the admissibility, relevance, materiality, and weight of any evidence;
- (e) Appoint experts and assessors as it deems necessary.

### **7.3 Fair Opportunity**

The arbitral tribunal shall ensure that each Party is given a full and fair opportunity to present its case, including the right to:

- (a) Submit written statements, documents, and evidence;
- (b) Present oral arguments;
- (c) Examine and cross-examine witnesses;
- (d) Respond to the case presented by the other Party.

## **8. LANGUAGE**

### **8.1 Language of Proceedings**

The language of the arbitration proceedings shall be:

If "Other" is selected, please specify: \_\_\_\_\_

### **8.2 Translation**

Any document submitted in a language other than the language of the proceedings shall be accompanied by a certified translation into the language of the proceedings.

## **9. CONFIDENTIALITY**

### **9.1 Scope of Confidentiality**

The Parties agree that the following shall be kept strictly confidential and shall not be disclosed to any third party without the prior written consent of the other Party or as required by law:

- (a) The existence and subject matter of the arbitration;
- (b) All pleadings, submissions, statements, and documents exchanged in the proceedings;
- (c) All evidence, whether oral or documentary, presented in the proceedings;
- (d) All hearings and proceedings conducted by the arbitral tribunal;
- (e) The arbitral award, including any interim or partial awards;
- (f) All deliberations of the arbitral tribunal.

## **9.2 Exceptions**

The confidentiality obligations under Clause 9.1 shall not apply to:

- (a) Disclosure required by applicable law or regulation;
- (b) Disclosure required for the enforcement of the arbitral award;
- (c) Disclosure to professional advisors who are bound by confidentiality obligations;
- (d) Disclosure with the prior written consent of the other Party.

## **9.3 Survival of Confidentiality**

The confidentiality obligations under this Clause 9 shall survive the termination of this Agreement and the conclusion of the arbitration proceedings.

# **10. COSTS AND FEES**

## **10.1 Party Costs**

Unless the arbitral tribunal determines otherwise, each Party shall bear its own costs and expenses incurred in connection with the arbitration proceedings, including legal fees, expert fees, and travel expenses.

## **10.2 Arbitrator Fees and Administrative Costs**

The fees and expenses of the arbitral tribunal, as well as any administrative costs of the arbitration, shall be borne:

- Equally by both Parties
- As determined by the Arbitral tribunal
- By the unsuccessful Party

## **10.3 Advance on Costs**

The arbitral tribunal may require the Parties to deposit an advance on costs to cover the anticipated fees and expenses of the arbitration. In the event of non-payment by a Party, the other Party may advance the defaulting Party's share, without prejudice to its right to recover such advance from the defaulting Party.

# **11. ARBITRAL AWARD**

## **11.1 Form of Award**

The arbitral award shall be made in writing and shall state the reasons upon which it is based, unless the Parties have agreed that no reasons are to be given.

## **11.2 Finality and Binding Effect**

The arbitral award shall be final and binding on the Parties. The Parties hereby waive any right to appeal, review, or recourse to any court or other judicial authority, to the fullest extent permitted by law, except as provided under the Act.

## **11.3 Enforcement**

The arbitral award shall be enforceable in accordance with the provisions of the Act and any applicable international conventions to which India is a party. Each Party undertakes to carry out the award without delay and agrees not to oppose or challenge its enforcement except on grounds permitted under the Act.

## **11.4 Interest**

The arbitral tribunal may award interest on any sum awarded, at such rate and for such period as it considers appropriate.

# **12. FORCE MAJEURE**

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay results from circumstances beyond the reasonable control of that Party, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, quarantine restrictions, or strikes. In such event, the affected Party shall promptly notify the other Party and shall use reasonable efforts to mitigate the effects of the force majeure event.

### **13. AMENDMENT AND WAIVER**

#### **13.1 Amendments in Writing**

No amendment, modification, or variation of this Agreement shall be effective unless made in writing and signed by both Parties.

#### **13.2 No Waiver by Non-Enforcement**

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such provision or any other provision of this Agreement at any time.

### **14. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by any court or tribunal of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The Parties shall negotiate in good faith to replace any such provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, business, and other purposes of the original provision.

### **15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties relating to the subject matter of this Agreement. No representation, warranty, or undertaking not expressly set forth in this Agreement shall be binding on either Party.

### **16. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures and scanned copies of executed counterparts shall be deemed equivalent to original signatures for all purposes.

### **17. NOTICES**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given:

- (a) Upon delivery, if delivered personally;
- (b) Upon confirmation of receipt, if sent by registered post or courier;
- (c) Upon confirmation of transmission, if sent by email.

Notices shall be sent to the addresses specified in the Party details above or to such other address as a Party may designate in writing.

### **18. EXECUTION**

**IN WITNESS WHEREOF**, the Parties have executed this Arbitration Agreement as of the date first written above.

#### **FIRST PARTY**

**Name**

**Signature**

**Designation**

**Date**

#### **SECOND PARTY**

**Name**

**Signature**

**Designation**

**Date**

## **19. WITNESS (Optional)**

**WITNESS 1**

**Name**

**Signature**

**Address**

**Date**

**WITNESS 2**

**Name**

**Signature**

**Address**

**Date**

*This document is prepared in accordance with the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015, and the Arbitration and Conciliation (Amendment) Act, 2019.*

**DISCLAIMER**

*This Arbitration Agreement template is provided for general informational purposes only and does not constitute legal advice, legal opinion, or legal services of any kind.*

*This template is intended to serve as a general framework for an arbitration agreement under the Arbitration and Conciliation Act, 1996 (India). It may not be suitable for all situations, transactions, industries, or jurisdictions.*

*Users are strongly advised to review and customise this Agreement to reflect their specific circumstances and to ensure compliance with applicable laws, rules, and regulations. The enforceability and effectiveness of arbitration agreements may vary depending on the facts of each case and applicable legal requirements.*

*No responsibility or liability is assumed for any loss, damage, or dispute arising from the use of this template without appropriate legal review.*

*For complex matters, cross-border transactions, or high-value disputes, users should seek advice from a qualified legal professional licensed to practise in India before relying on this Agreement.*