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കേരള സർക്കാർ
GOVERNMENT OF KERALA

കേരള ഗസറ്റ് KERALA GAZETTE

ആധികാരികമായി പ്രസിദ്ധപ്പെടുത്തുന്നത്
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Part III

Administration of Justice - Judiciary

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GOVERNMENT OF KERALA
2025



THE HIGH COURT OF KERALA

No. DI-1/81141/2024.

17th February 2025.

THE KERALA HIGH COURT (ARBITRATION CENTRE) RULES, 2025

WHEREAS the Kerala High Court Arbitration Centre is an initiative of the High Court of Kerala.

AND WHEREAS these Rules are framed and duly approved by the High Court of Kerala.

PRELIMINARY

1. *Short Title, Commencement and Applicability.*—(1) These Rules shall be called “Kerala High Court (Arbitration Centre) Rules, 2025”.

(2) They shall come into force with effect from the date of its publication by the High Court.

(3) They shall apply to Domestic and International arbitrations.

2. *Definitions.*—(1) In these rules, unless the context otherwise requires.-

- (a) “**Act**” means The Arbitration and Conciliation Act, 1996 (Act 26 of 1996) including any amendments to it or the re-enactment thereof;
- (b) “**Board of Governors**” means the Board as constituted under Rule 6;
- (c) “**Centre**” means the centre established by the High Court for the effective implementation of the provisions of the Act and Rules and includes any other centre established or under the control and administration of the Kerala High Court Arbitration Centre;
- (d) “**Chief Justice**” means the Chief Justice of the High Court of Kerala;
- (e) “**Council**” means the Council constituted under Rule 8;
- (f) “**Director**” and “**Deputy Director**” mean the persons appointed under the Rules;
- (g) “**Dispute**” means a difference or dispute between any two or more of the parties;
- (h) “**Electronic Filing (e-filing)**” means electronic filing in the prescribed manner through the Internet at the Electronic Filing Web Portal of the Centre, unless the context otherwise requires.
- (i) “**Electronic Video Linkage**” means a connection enabling a person to communicate audio-visually from a remote point and the Arbitral Tribunal.



- (j) “**Expert**” means a person who has specialized knowledge in a particular subject or field;
- (k) “**Government**” means Union Government, State Government or any instrumentalities of the State;
- (l) “**High Court**” means the High Court of Kerala;
- (m) “**Joint Memorandum**” means a memorandum jointly signed by the parties in the prescribed form as the case may be.
- (n) “**Panel of Arbitrators**” means the Arbitrators empanelled in accordance with the Rules;
- (o) “**President**” means the President of the Board of Governors who shall be a sitting Judge of the High Court nominated by the Chief Justice;
- (p) “**Remote Point**” means a place where any person or persons are required to be present or appear through a video link.
- (q) “**Reserved Arbitration**” means arbitration opted by parties, where one of the parties to arbitration is the Government;
- (r) “**Rules**” means, “**Kerala High Court (Arbitration Centre) Rules, 2025**”;
- (2) Words and expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act.

CHAPTER – I
ADMINISTRATION

3. The Centre

- (1) The Centre shall supervise and administer the arbitrations conducted in the Centre. It shall popularise arbitration as one of the effective alternative dispute resolution methods among the public and resolve their disputes through arbitration at the Centre.
- (2) Objectives of the Centre shall be as follows: –
- (a) to promote research and study; provide teaching and training, organise conferences and seminars in arbitration, alternative dispute resolution matters, and such other incidental matters, etc;
- (b) to provide administrative assistance for arbitral proceedings and to facilitate the conduct of arbitration;
- (c) to maintain panels of Arbitrators;



- (d) to provide for cost-effective and time-bound resolution of disputes; and
- (e) to cooperate with other institutions and organisations to promote arbitration.

4. Patron

The Chief Justice shall be the Patron of the Centre.

5. Executive Chairperson

A senior Judge of the High Court nominated by the Chief Justice, shall be the Executive Chairperson.

6. Board of Governors

- (1) The Board of Governors shall consist of five Judges of the High Court of whom, one shall be the President.
- (2) The Board of Governors shall meet as and when required.

7. Powers of the Board of Governors

The Board of Governors shall have the powers:-

- (a) to formulate rules and guidelines for the management of the Centre;
- (b) to monitor and oversee the administration of the Centre, and to achieve its objectives;
- (c) to recommend amendments to the Rules;
- (d) to formulate guidelines for empanelment of arbitrators ;
- (e) to maintain, include, and remove an Arbitrator from the panel of arbitrators;
- (f) to monitor the performance of arbitrators in the panel;
- (g) to fix and revise arbitration fees, administration fees, and any other fees or expenses related to the arbitral proceedings; and
- (h) to carry out any of the objectives incidental to the Rules.

8. Council

- (1) The Executive Chairperson and the Board of Governors shall constitute the Council of the Centre.
- (2) The Council shall have the discretionary power to include special invitees in the Council.
- (3) The Council shall meet as and when required by the Board of Governors and the meeting shall be convened by the President.



9. Powers of the Council

The Council shall have the powers:—

- (a) to take decisions on policy matters about the functioning of the Centre including mobilisation of funds, development of infrastructure and its maintenance, etc; and
- (b) to make decisions touching the affairs of the Centre.

CHAPTER—II

THE DIRECTORATE

10. Officers of the Directorate

- (a) *Director*:—There shall be a Director for the Centre, who shall be a serving District Judge to be appointed on deputation by the Chief Justice.
- (b) *Deputy Directors*:—There shall be such number of Deputy Directors who are serving Civil Judges (Senior Division) experienced in dealing with commercial disputes as recommended by the Board of Governors and appointed by the Chief Justice on deputation to assist the Director in the day-to-day affairs of the Centre and to act as Arbitrators under Reserved Arbitration.
- (c) *Staff*:—There shall be such staff for the Centre as the Board of Governors require.

11. Duties and Responsibilities of the Director

- (1) The Director shall be the custodian of the Centre and its records. The official seal of the Centre shall be kept in the custody of the Director. Without prejudice to the generality of this provision, the Director shall:
 - (a) manage and administer the day-to-day affairs of the Centre;
 - (b) convene meetings of the Board of Governors as may be directed by the President or the senior-most judge among the members in the absence of the President;
 - (c) initiate action in respect of any request for arbitration and take all necessary steps in accordance with the Rules;
 - (d) notify the parties as regards the compliance of the Arbitration process within the time frame prescribed;
 - (e) maintain and update from time to time the profile of each Arbitrator in the panel of arbitrators;



- (f) maintain the record of proceedings of each arbitration based on the proceedings of the Arbitral Tribunal;
 - (g) call upon the parties to deposit all the fees, costs, and other expenses payable to the Centre;
 - (h) take steps as may be necessary for the timely completion of arbitral proceedings;
 - (i) carry out any directions given by the Board of Governors or the Council from time to time;
 - (j) coordinate capacity building programmes, workshops, conferences, symposia, seminars, etc., organised by the Centre; and
 - (k) maintain minutes of meetings, records, and registers of the Centre.
- (2) All correspondence and communications from and to the Centre shall be in the name of the Director.

CHAPTER – III
PANEL OF ARBITRATORS

12. Empanelment of Arbitrators

- (1) Arbitrators for the different panels shall be empanelled based on the decision of the Board of Governors.
- (2) The Centre shall have the following panels:
- PANEL-I*:—Former Judges of the Supreme Court and High Court.
- PANEL-II*:—Designated Senior Advocates.
- PANEL-III*:—Former District Judges.
- PANEL-IV*:—Practicing advocates having a standing of not less than 10 years as on the date of notification inviting applications for empanelment by the Centre.
- PANEL-V*:—Practicing advocates who have a standing of over 5 years but less than 10 years and who are, under the age of 40 years as on the date of notification inviting applications for empanelment by the Centre.
- PANEL-VI*:—Any person who is an expert or has specialized knowledge in any industry relevant to the dispute.
- (3) An Arbitrator in panel V shall be removed upon attaining the age of 40 or on completion of practice of 10 years, whichever occurs earlier. However, the Board of Governors may, considering his conduct and performance empanel him in Panel IV if he has standing as a practicing advocate of not less than 10 years.



13. Qualifications and Disqualifications

- (1) A candidate for the empanelment as Arbitrator shall:
- (a) be of good character;
 - (b) be of sound health, free from any bodily infirmity that renders him unfit for appointment;
 - (c) have experience in handling commercial disputes for empanelment to Panel II to IV; and
 - (d) meet the eligibility criteria and other requirements specified in the Rules and notifications, as well as those prescribed by the Board of Governors or Council from time to time.
- (2) No person shall be eligible for being empanelled, or continue in the panel as Arbitrator if;
- (a) he has applied to be adjudicated as insolvent or has been adjudged insolvent;
 - (b) he is declared to be of unsound mind or has become incapacitated;
 - (c) criminal charges involving moral turpitude have been framed against the person by a criminal court and are pending;
 - (d) he has been convicted by a court for an offence involving moral turpitude;
 - (e) disciplinary proceedings or charges related to moral turpitude have been initiated against him by the appropriate disciplinary authority and are either pending or have resulted in a punishment;
 - (f) disciplinary proceedings for professional or other misconduct have been initiated against the person by the disciplinary committee under the Advocates Act, 1961 (Act 25 of 1961) , and are either pending or have resulted in a punishment.

14. General Norms Applicable to Arbitrators in the Panel

The Arbitrator shall:

- (a) uphold the integrity and fairness of the arbitration process and abide by the Rules;
- (b) disclose any circumstances covered by the Fifth and Seventh Schedule of the Act and under any other Convention or Agreement the parties may additionally agree upon.

15. Removal of Arbitrators from the Panel

- (1) The Board of Governors may remove an Arbitrator from the panel if he fails to comply with directions or instructions, contravenes the Rules or norms, or does



anything which adversely affects the arbitration process, or if he exhibits or displays any conduct which is unbecoming of an Arbitrator.

- (2) The Board of Governors for any reason it considers appropriate may remove an arbitrator from the panel of arbitrators.

CHAPTER – IV

COMMUNICATION AND CALCULATION OF TIME

16. Written Communications and the Calculation of Time Periods

- (1) Any written communication may be made by delivering or transmitting thereof by registered post acknowledgment due, or by speed post or by courier services, or by fax message, or by electronic mail service, or by e-post or by any other means of transmission as decided by the Centre or the Arbitral Tribunal, as the case may be. It shall be deemed to have been received if it is delivered to:
- (a) the addressee's habitual residence, place of business, or address as specified in the agreement; or
 - (b) his agent empowered to accept the communication.
- (2) In the case of electronic communication, it will be deemed to be delivered when transmitted, with reference to the recipient's time zone.
- (3) To calculate any period under this Rule, such period shall begin to run on the day following the day a written communication or proposal is received or deemed to have been delivered. When the day next following such date is a non-business day in the place of receipt, the period commences on the first following business day. If the last day of such period is not a business day at the place of receipt, the period is extended until the first following business day. Non-business days occurring during the running of the period are included in calculating the period.
- (4) After the constitution of the Arbitral Tribunal, where any party delivers any written communication to the Arbitral Tribunal, the party shall simultaneously serve a copy to each Arbitrator, all other parties, and the Director. The party shall inform in writing to the Arbitral Tribunal that it is so done.
- (5) No written communication shall be taken on record in the arbitral proceedings unless the party concerned has complied with sub-rule (4).



17. Request for Arbitration

- (1) A request for Arbitration shall be filed along with any of the following documents:
 - (a) copy of the relevant arbitration agreement or arbitration clause;
 - (b) joint memorandum for arbitration either in Form No.1 or Form No. 2 as the case may be, if already executed by the parties;
 - (c) the arbitration agreement designating the Centre in, to oversee the arbitral proceedings;
 - (d) where reference is received from a Court, referral order of the Court.
- (2) On submission of request the processing charges shall be paid as decided by the Centre.
- (3) Upon receiving the request and accompanying documents under sub-rule (1)(a) or if the court which issued the referral order mentioned in sub-rule (1)(d) has not designated the Centre to conduct arbitration, the Centre shall issue a notice to the respondent, requiring his response to the request within fifteen (15) days of receipt of the notice. The Director may grant an extension of up to fifteen (15) days if requested by the respondent.
- (4) If the opposing party fails to respond or object to the request for arbitration at the Centre, the Centre shall drop all further proceedings and notify the same to the party who submitted the request.
- (5) If a joint memorandum is not submitted as per sub rule 1(b), the parties submitting their dispute shall execute the joint memorandum either in Form No.1 or Form No. 2 as the case may be.

18. Statement of Claim

Within 15 days of either submitting the dispute for arbitration by both parties or receiving notification about the designation of the Centre, the party initiating the arbitration request shall file the statement of claim and supporting documents if any.

CHAPTER-V

ARBITRAL TRIBUNAL

19. Appointment of Arbitrators

- (1) In the case of arbitration to be conducted by a Sole Arbitrator, the Centre shall provide the claimant with a list of five (5) arbitrators from the panel and require the claimant to select three (3) arbitrators from that list.



The Centre shall then provide the respondent with the list of the three (3) arbitrators selected by the claimant and require the respondent to select one from that list. Subject to confirmation under the Rules, the Centre shall appoint the arbitrator so chosen as the sole arbitrator.

- (2) In the case of arbitration to be conducted by three (3) Arbitrators, the Centre shall provide the claimant with a list of seven (7) arbitrators from the panel and require the claimant to select one (1) arbitrator from that list. The Centre shall then provide the respondent with the list of six (6) arbitrators and require the respondent to select one from that list. The Centre shall provide the two (2) arbitrators selected with the list of five (5) arbitrators and require the parties to select the third arbitrator from that list. Subject to confirmation under the Rules, the Centre shall appoint the arbitrators so chosen.
- (3) If the parties do not select the arbitrators as specified in sub-rules (1) and (2) within fifteen (15) days, or if a dispute arises regarding the selection, the Director shall appoint the Arbitrator subject to confirmation and the said decision shall be final.
- (4) In cases involving more than two parties to an arbitration, the Centre shall provide a list of the suitable number of arbitrators to all the parties and require them to arrive at a consensus in appointing the Arbitrator. If the parties are unable to arrive at a consensus within fifteen (15) days, the Director shall appoint the Arbitrator subject to confirmation and the said decision shall be final.

20. Pecuniary Limit and Conformation of Appointment of Arbitrator

- (1) The arbitrators in Panel I shall be appointed in cases in which the sum in dispute involved is not less than ₹ 1,00,00,000 (Rupees One Crore only), irrespective of the amount involved in the counter claim, if any.
- (2) The pecuniary limit of the disputes to be decided by the arbitrators in Panel V shall be upto ₹ 5,00,000 (Rupees Five Lakhs Only), irrespective of the amount involved in the counter claim, if any.
- (3) The arbitrator in Panel VI shall be appointed only in cases where the parties have chosen arbitration by a tribunal of three (3) arbitrators.
- (4) Before confirming the appointment, the Arbitrator must submit a written disclosure in Form No. 3 as per Section 12 and the Sixth Schedule of the Act within five (5) days of the date of notification.



- (5) Upon receiving the disclosure statement, the Centre shall confirm the appointment and notify the parties and the Arbitrator.

21. Reserved Arbitration

- (1) In Reserved Arbitration, the dispute shall be resolved by a sole Arbitrator appointed by the Director from among the Deputy Directors.
- (2) The parties in Reserved Arbitration need not pay the arbitrator's fee, but the parties shall pay the administration fee as mentioned in the Rules.

CHAPTER VI

ARBITRAL PROCEEDINGS

22. Commencement of Arbitration

- (1) On the date of appointment of the Arbitral Tribunal, the Centre shall send the claim statement and enclosures if any, furnished by the claimant, to the Arbitral Tribunal.
- (2) The Arbitral Tribunal shall on receipt of the claim statement convene its meeting within fifteen (15) days.
- (3) The Arbitral Tribunal shall conduct the proceedings as per the provisions of the Act, the Rules framed thereunder and the Rules of the Centre.

23. Adjournment Costs

All costs ordered by the Arbitral Tribunal, for seeking adjournment of the proceedings, shall be made to the Centre.

24. Seat and Venue

- (1) The seat of arbitration shall be at the place of the Centre.
- (2) Unless the Arbitral Tribunal decides to hold hearings at such other places for any reason as it may deem necessary, all hearings shall take place at the Centre which includes any other place identified by the Centre.

25. MED-ARB

- (1) the Arbitral Tribunal on its constitution shall, with the agreement of the parties take all possible measures to resolve the dispute through mediation or conciliation as per the guidelines fixed by the Centre.
- (2) If the parties settle their dispute through mediation or conciliation, the settlement agreement signed by the parties shall be forwarded to the Arbitral Tribunal, who shall upon receipt of the same proceed in accordance with Section 30 of the Act.



- (3) If the parties are unable to settle the dispute, the person who conducted the mediation or conciliation under sub-rule (1) shall be disqualified from acting as an arbitrator in the dispute, unless the parties agree in writing.

26. Termination of Proceedings

- (1) The Arbitral Tribunal shall pass the final award within 6 months from the date of the first meeting.
- (2) The arbitral proceeding shall be terminated as per the provisions of the Act.

CHAPTER – VII FEES AND COSTS

27. Deposits

- (1) The Arbitrator's fee and the administration fee shall be paid by the parties in equal shares.
- (2) The Director shall require the parties, before referring the case to the Arbitral Tribunal, to deposit in advance 25% of the arbitrator's fee and the administration fee. The balance of 75% of the fees shall be deposited within fifteen (15) days of delivering the first defence. If one party fails to pay the fees the other party shall pay the same.
- (3) The parties shall pay all the fees payable to the Centre before the settlement agreement is forwarded to Arbitral Tribunal under Rule 25(3).
- (4) The Director may adjust the Arbitrator's fee and administration fee if a party is permitted to amend or supplement its claim, statement of defense, counter-claim, or pleadings or when an additional party is added to the proceedings.
- (5) The arbitral tribunal shall proceed only in respect of those claims or counter-claims for which the payments have been duly paid to the Centre. The arbitral tribunal, shall if the deposits are not made as prescribed, order the suspension or termination of the Arbitral Proceedings.
- (6) The Centre shall have a lien on the Arbitral Award for any unpaid costs and fees of the arbitration.
- (7) All payments into the Centre and out of the Centre shall be made by way of NEFTS or RTGS or any other online mode as prescribed by the Board of Governors to the specified account of the Centre.



- (8) The disbursement of arbitration fee to the Arbitrator or any amounts to the party or person shall be made by the Director.
- (9) The Director shall decide any dispute, as between the parties, regarding the quantum, the liability, or any other issue regarding the deposit of the Arbitrator's fee, administration fee, and miscellaneous expenses and such decision shall be final.
- (10) When the party instituting a case desires to withdraw it before the Arbitral Tribunal has been constituted, the Director shall return to him any deposits made by him after deducting such charges as the party might have incurred in connection with the case.

28. Arbitrator's Fee

- (1) Irrespective of the total number of sittings of the arbitral tribunal, the full and final fee payable to each arbitrator and the administration fee payable to the Centre shall be as follows:

<i>Sum in dispute</i>	<i>Fee for Panel I arbitrator</i>	<i>Fee for Panel II arbitrator</i>	<i>Fee for Panel III arbitrator</i>	<i>Fee for Panel IV arbitrator</i>	<i>Fee for Panel V arbitrator</i>	<i>Administration fee</i>
Upto Rs. 5,00,000/-	--	--	--	30,000/-	20,000/-	5,000/-
Above Rs. 5,00,000/- and upto Rs. 20,00,000/-	--	Rs. 45,000/- plus 2.5% of the claim amount over and above Rs. 5,00,000/-	Rs. 45,000/- plus 2.5% of the claim amount over and above Rs. 5,00,000/-	Rs. 30,000/- plus 2.5% of the claim amount over and above Rs. 5,00,000/-	--	For claims up to Rs. 10,00,000/- and upto Rs. 20,00,000/- Rs. 10,000/-
Above Rs. 20,00,000/- and upto Rs. 1,00,00,000/-	--	Rs. 90,000/- plus 2% of the claim amount over and above Rs. 20,00,000/-	Rs. 90,000/- plus 2% of the claim amount over and above Rs. 20,00,000/-	Rs. 70,000/- plus 2% of the claim amount over and above Rs. 20,00,000/-	--	1% of the claim amount
Above Rs. 1,00,00,000/- and upto -	Rs. 5,00,000/- plus 0.75% of the claim amount over and above Rs. 1,00,00,000/-	Rs. 2,50,000/- plus 0.75% of the claim amount over and above Rs. 1,00,00,000/-	Rs. 2,50,000/- plus 0.75% of the claim amount over and above Rs. 1,00,00,000/-	Rs. 2,00,000/- plus 0.75% of the claim amount over and above Rs. 1,00,00,000/-	--	0.25% of the claim amount



Above Rs. 10,00,00,000/ - and upto 20,00,00,000/ -	12,00,000/- plus 0.50% of the claim amount over and above Rs. 10,00,00,000/-	9,50,000/- plus 0.50% of the claim amount over and above Rs. 10,00,00,000/-	9,50,000/- plus 0.50% of the claim amount over and above Rs. 10,00,00,000/-	9,00,000/- plus 0.50% of the claim amount over and above Rs. 10,00,00,000/-	--	0.20% of the claim amount
Above Rs. 20,00,00,000/ -	Rs. 17,50,000/- plus 0.25% of the claim amount over and above 20,00,00,000/- with a ceiling of Rs. 30,00,000/-	Rs. 15,00,000/- plus 0.25% of the claim amount over and above 20,00,00,000/- with a ceiling of Rs. 27,50,000/-	Rs. 15,00,000/- plus 0.25% of the claim amount over and above 20,00,00,000/- with a ceiling of Rs. 27,50,000/-	Rs.14,50,000/- plus 0.25% of the claim amount over and above 20,00,00,000/- with a ceiling of Rs. 27,00,000/-	--	0.20% of the claim amount with a ceiling of Rs. 5,00,000/-

(2) For any claim or dispute which is not valued in terms of money, the Board of Governors may fix the fee payable to the arbitrators and it shall not be less than Rs.10,000/- for lawyers in Panel V, Rs.20,000/- for Expert and Lawyer in Panel IV, Rs.30,000/- for former District Judges in Panel III and Designated Senior Lawyers in Panel II, and Rs.75,000/- for Former Supreme Court and High Court Judges in Panel I.

(3) In the event of the following circumstances occurring, the fee shall be paid to the arbitrator in the manner indicated herein:

- (a) In matters which are stayed or adjourned sine die;
- (b) In the event of recusal by the Arbitrator;
- (c) In the event of the demise of the Arbitrator;
- (d) In matters in which settlement is arrived between the parties in mediation or otherwise;
- (e) In cases where proceedings are terminated or withdrawn;
- (f) In matters where the mandate of the Arbitrator terminates by efflux of time as provided in the Rules or under any other circumstances;

<i>Serial No:</i>	<i>Stage of the Case</i>	<i>Fee Payable to the Arbitrator</i>
i	When pleadings have been completed	Not more than 10% of the total fees
ii	Passing of an interim Relief/award	Not more than 20% of the total fees
iii	Upon completion of evidence, if any	Not more than 50% of the total fees



iv	Upon conclusion of final arguments	Not more than 75% of the total fees
v	After passing of Award	100% of the total Fee

(4) In case the application under Section 16 of the Act is allowed by the Arbitrator, then the Arbitrator shall be entitled to the fee as payable up to that stage.

(5) The fee payable as per the table above shall apply only after the conclusion of the stage mentioned therein in the table, and if that stage is not concluded, the slab applicable to the previous stage shall be applicable. To calculate the fee for 1st stage, the stage need not be concluded if the first meeting is convened by the Arbitral Tribunal.

CHAPTER VIII GENERAL PROVISIONS

29. Residuary Provision

The Director shall take appropriate decisions, as it considers necessary in respect of all matters, which are not specifically provided in these Rules.

30. Exclusion of the Waiver of Liability

No suit, prosecution, or other legal proceedings shall lie against the Centre, the Director or Members or its employees and Arbitrators for anything which is done in good faith or intended to be done under these Rules, Act or Regulations made thereunder.

31. Online Arbitration and E-Filing

- (1) The Arbitral Tribunal may conduct the proceeding through electronic video linkage as and when needed, provided that it is convenient for the parties.
- (2) All applications, pleadings, and documents shall be electronically filed according to the procedure prescribed by the Centre.
- (3) In case of electronically received documents, the same shall be received with a timestamp following such procedure as prescribed by the Centre.
- (4) Any person who produces an original document or record, the same will be returned to the person once the purpose for which it was produced is served.



FORM No.1

[See Rule 17(1)(b) &17(5)]

JOINT MEMORANDUM OF THE PARTIES;

This agreement is made on this day of _____ month, _____
(year), between _____ (full address of the party with email id and contact
number to be given) of ONE PART and (full address of the party with email id and
contact number to be given) of the OTHER PART.

WHEREAS certain disputes have arisen and are subsisting between the aforesaid parties
in relation to (details of contract).

AND WHEREAS the parties agree to submit the aforesaid dispute(s) for being
resolved by arbitration in accordance with 'The Kerala High Court (Arbitration Centre)
Rules, 2025'.

Now the parties hereby agree as follows:

The parties agree to submit their dispute(s) for arbitration in accordance with 'The Kerala
High Court (Arbitration Centre) Rules, 2025'.

The parties agree to comply with all the provisions in 'The Kerala High Court (Arbitra-
tion Centre) Rules, 2025'

The arbitrator shall be appointed in accordance with 'The Kerala High Court (Arbitration
Centre) Rules, 2025'.

The place of arbitration shall be at the High Court Arbitration Centre,

In Witness Whereof, this agreement has been signed on this __Day of _____ Month
of _____ (year) at _____ by

1. for and on behalf of

2. for and on behalf of



FORM No. 2

[For Reserved arbitration- See Rules 2(q), 17(1)(b) &17(5)]

JOINT MEMORANDUM OF THE PARTIES:

This agreement made on this day of _____ month, _____ (year), between _____ (full address of the party with email and contact number to be given) of ONE PART and (full address of the party with email id and contact number to be given) of the OTHER PART.

WHEREAS certain disputes have arisen and are subsisting between the aforesaid parties in relation to (details of contract).

AND WHEREAS the parties agree to submit the aforesaid dispute for being resolved by arbitration in accordance with 'The Kerala High Court (Arbitration Centre) Rules, 2025'.

Now the parties hereby agree as follows:

The parties agree to submit their dispute for arbitration in accordance with 'The Kerala High Court (Arbitration Centre) Rules, 2025'.

The parties agree to comply with all the provisions in 'The Kerala High Court (Arbitration Centre) Rules, 2025'

The arbitrator shall be appointed as per the provisions governing Reserved Arbitration under 'The Kerala High Court (Arbitration Centre) Rules, 2025'

The parties hereby agree that, despite the arbitrator having been appointed on two or more occasions by one of the parties or an affiliate of one of the parties within the past three years, the Centre may appoint the arbitrator in accordance with the Rules governing Reserved Arbitration. The parties further agree not to raise any dispute or challenge under Section 12(5) on the above ground.

The place of arbitration shall be at the High Court Arbitration Centre,

In Witness Whereof, this agreement has been signed on this ___ Day of ___ Month of _____ (year) at _____ by

1. for and on behalf of

2. for and on behalf of



FORM 3

[See Rule 20(4)]

Arbitrator's Declaration of Acceptance and Statement of Independence, the undersigned

Name

First Name

ACCEPTANCE :—

Hereby declare that I accept to serve as arbitrator under 'The Kerala High Court (Arbitration Centre) Rules, 2025' in the instant case. In so declaring, I confirm that I have familiarized myself with the requirements of the Rules of the Centre including the time period within which the proceedings are to be completed and I am capable and available to serve as an Arbitrator in accordance with all the requirements of the Rules of the Centre and accept to be remunerated in accordance therewith. I accept that the obligation to disclose any facts or circumstances which may call into question my independence or impartiality in the eyes of any of the parties shall remain binding on me till the arbitral proceedings are finally concluded.

Please tick the boxes as may be applicable:

I am independent of each of the parties and intend to remain so; to the best of my knowledge, there are no facts or circumstances, past or present, that need be disclosed for they might be of such nature as to call into question my independence or impartiality in the eyes of any of the parties.

OR

I am independent of each of the parties and intend to remain so; however I wish to call your attention to the following facts or circumstances which I hereafter disclose because they might be of such a nature as to call into question my independence or impartiality in the eyes of any of the parties. (Use separate sheet if necessary).

NON-ACCEPTANCE :-

Hereby declare that I decline to serve as arbitrator in the subject case due to the following reasons: (state the reasons).

Date:

Signature :

(By order)

GOPAKUMAR, G.
Registrar General.

Kochi.

