

**Appointment as Arbitral Institution / Authorisation to Arbitrate**

Via this agreement and the attached annexures (“**Agreement**”), and subject to the terms of this Agreement, [name and address of the party \_\_\_\_\_] (“**Claimant**”, which term, unless otherwise expressly provided or be repugnant to the context, includes its successors, heirs, legal representatives, administrators, executors and assigns) hereby authorizes MaxMax Chambers (“**MaxMax**”, including its administrators, as appropriate) to act as the Arbitral Institution and to appoint a Arbitrator and a Case Manager to resolve a dispute between us as Claimant and [name and address of the party 2 \_\_\_\_\_] as (“**Respondent**”).

In this Agreement, “**Arbitrator**” means a single arbitrator or a “**Tribunal**” consisting of three arbitrators, where Claimant and Respondent each appoint an arbitrator, who then together appoint the third presiding arbitrator. If there is no agreement on the presiding arbitrator, then such arbitrator will be appointed by MaxMax. In this Agreement, Arbitrator and Tribunal have been used interchangeably. Tribunal will conduct all aspects of the arbitration by consensus or by majority amongst them, as the case may be.

- Annexure 1 – Description of the Dispute
- Annexure 2 – Arbitration Process
- Annexure 3 – Arbitration Rules
- Annexure 4 – Fees & Expenses
- Annexure 5 – Joinder Agreement

In consideration of the mutual promises contained in this Agreement, receipt and sufficiency of which is hereby established, the parties agree to be bound by this Agreement.

<p>On behalf of the Claimant [Name of the Party]</p> <p>_____</p> <p>Authorised Signatory</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Mobile:</p> <p>Date:</p>
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On behalf of MaxMax Legal and Corporate Services Pvt. Ltd.,  
CIN: 07AANCM2927Q1ZQ, d/b/a MaxMax Chambers

\_\_\_\_\_  
Authorised Signatory

Name:

Director

Date:

**Annexure 1**  
**Description of the Dispute ("Dispute")**

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## Annexure 2

### Arbitration Process

- A. **Commencement and Timelines:** Arbitration process begins with the Claimant sending the Notice of Arbitration to a Respondent, with the copy to MaxMax. All efforts will be made to complete the arbitration within 6 months of commencement, with the following timelines.
1. **“Notice of Arbitration”** will contain the applicability of arbitration process between the Parties with relevant provisions from their signed agreement, the claims being made, reasons for the claims, and the estimated monetary value of the claims.
  2. Within 5 days of signing of this Agreement by Claimant, (i) MaxMax will appoint a **“Case Manager”** to help administer the process as per these Process and Rules, and, (ii) after considering fit and availability, and conducting a conflict check, also appoint a MaxMax professional as either a sole or nominee Arbitrator.
  3. Before a Respondent can sign the Joinder Agreement, Respondent would have received from the Claimant the Notice of Arbitration, and via MaxMax, **“Notice of Proposed Arbitrator”** containing details about the Arbitrator who has been nominated either as a sole arbitrator or as a nominee arbitrator by MaxMax.
  4. Within 15 days of receiving the Notice of Arbitration and Notice of Proposed Arbitrator, Respondent will file a **“Arbitration Claim Response”** with MaxMax containing: (i) Confirmation or denial of all or part of the claims, including denial to arbitrate, and, in sufficient detail, defense of those claims; and (ii) any counterclaims with reasons and estimated monetary value of the counterclaims.
  5. Both Notice of Arbitration by the Claimant and Arbitration Claim Response by the Respondent will constitute Annexure -2 of this Agreement, which can be added to or amended with the consent of the Arbitrator, which consent will not be unduly denied. Valid grounds for denial would be a determination by Arbitrator that such amendment will lead to excessive delay in resolving the Dispute or that such additional claims or counterclaims fall outside the scope of the arbitration agreement between the Parties.
  6. Except in the case of refusal to join the Arbitration, Respondent will also sign the Joinder Agreement when filing its Arbitration Claims Response. If Respondent refuses to join the arbitration for stated or unstated reasons, MaxMax will make an independent assessment of such stated or unstated objections. The arbitration will only proceed if the objections are rejected, provided, however, such determination will have no bearing on the right of the Arbitrator or Tribunal to revisit these objections.
  7. Within 15 days of the Respondent signing the Joinder Agreement, Case Manager and Arbitrator will organise a **“Pre-Arbitration Conference”** between the Parties:
    - a. to highlight the core of the Dispute between them,
    - b. to show them how to use the MaxMax ADR Platform,
    - c. to consider and agree to any changes to these Process and Rules, and
    - d. to seek consent to help reach a settlement between the Parties as well as to be able to adjudicate the dispute based on equity or moral grounds.

8. Within 15 days of the Pre-Arbitration Conference, Parties will submit their “**Arbitration Briefs**” outlining their case and supporting documents (including witness statements), the relief claimed, and if quantifiable, the amount claimed, along with the list of witnesses, if any, they wish to call, if oral hearings are requested.
9. Within 7 days of such submission of Arbitration Briefs, Arbitrator will request additional information from the Parties, if the Arbitrator believes additional information is needed.
10. Within 15 days of receiving such request, the Parties will submit any such additional information as requested.
11. Within 30 days of receiving such additional information, Case Manager and Arbitrator will organise a “**First Arbitration Conference**” between the Parties to decide: (i) finality of the claims and counterclaims that constitute the Dispute, (ii) the absolute necessity to hold oral hearings (preference being written submissions only), and (iii) necessity of the appointment of experts, if any, either on behalf of the Parties or the Arbitrator.
12. Prior to the First Arbitration Conference and within 7 days of receiving such additional information, Arbitration and Case Manager will hold a meeting / call to see if the Parties would like to reach a settlement. If the Parties express such possibility, additional settlement meetings or calls may be scheduled, all within the next 10-15 days. If no settlement is reached with 15 days of first settlement meeting, Arbitration and Case Manager will proceed to organise the First Arbitration Conference.
13. If a settlement is reached, within 7 days of reaching the settlement, Arbitrator and Case Manager will draw up a “**Settlement Agreement**”, which will be presented to the Parties for their review and suggested changes will be incorporated with their consent. The Settlement Agreement duly signed by the Parties and the Arbitrator will then be considered an award and released as per these Process and Rules.
14. Following the First Arbitration Conference, Arbitrator will then proceed to hold regular arbitration meetings / calls with the aim to complete the hearings within 8 weeks of the First Arbitration Conference. Hearings will be considered complete if: (i) in case of oral hearings, hearings have been held, cross-examination and rebuttal done by respective Parties, and (ii) in case of expert testimony, written testimony has been obtained and the Parties’ have got a chance to examine the expert if the Arbitrator decides such examination is needed to clarify the testimony. The Tribunal will ensure fairness in the hearings and that adequate notice and time is given to a relevant Party to present its case in an appropriate manner, without unduly delaying the proceedings.
15. Within 15 days, following the closure of the hearings, Arbitrator and Case Manager will organise the “**Final Arbitration Conference**” between the Parties to help them settle the Dispute given that they are now fully aware of all aspects of the Dispute. If a settlement is reached, then Parties will follow the settlement agreement process mentioned above, and the arbitration will be considered closed upon release of the award as per process.
16. If, within 15 days of Final Arbitration Conference, no settlement is reached between the Parties, Arbitrator will then submit the final award within 30 days of the Final Arbitration Conference to MaxMax. Upon ensuring that the award is proper as to the form and there

are no errors on the face of the award, MaxMax will release certified copies of the award upon payment of all outstanding fees and expenses related to the arbitration.

- B. **Communications.** Once a party has signed this Agreement, all documents, including notices by one Party to another, will be shared via the MaxMax ADR Platform and will be shared amongst all Parties. If needed in certain circumstances, other digital means can also be used for communication but documentary evidence that is presented to the Tribunal would necessarily be uploaded in the relevant and confidential section of MDR ADR Platform.
- C. **Appointment of Arbitrators.** Respondent will either accept a proposed sole Arbitrator or provide a counter proposal, and in case of a Tribunal, propose nominee Arbitrator when providing its Arbitration Claims Response. If there is counter proposal to appoint an arbitrator, MaxMax will help the Parties to reach a common decision within 15 days of receiving the Arbitration Claims Response. If no decision is so reached, MaxMax will make the final decision to appoint the Arbitrator.
- D. **Substitution of Arbitrators.** Whether due to justifiable lack of impartiality, independence or requisite qualifications as agreed by the Parties, a Party can challenge the appointment or continuation of an Arbitrator with a written notice to all Parties. MaxMax will make final determination on the validity of the challenge within 7 days of receiving it. Only if the challenge is accepted, will a substitute Arbitrator will be appointed as per these Process and Rules. An Arbitrator may also need to be substituted upon death or resignation. In any event, MaxMax will substitute the Arbitrator within 7 days of the event requiring substitution. Unless agreed by the Parties, oral hearings already made in the case, which have not being reduced to writing, will need to be remade in front the substituted Arbitrator.
- E. **Consolidation of Claims.** If there are other arbitrations going on between the Parties, a Party may by written application request MaxMax to consolidate the proceedings. MaxMax may do so in the interest of making the dispute resolution process between the Parties more equitable but only after due consultation with all Parties and concerned arbitrators. MaxMax will provide a written response to such consolidation request within 15 days of receiving it and provide an equitable way forward for resolving the consolidated disputes between the Parties, including adjustment of any fees and expenses paid or payable. If the Parties agree with such proposal then Annexure -2 will be amended accordingly and duly signed by all concerned parties.

## Annexure 3

### Arbitration Rules

1. **Role and Conduct of Arbitrators.** An Arbitrator will act as a neutral party to the Dispute, objectively assess the evidence and resolve the dispute with fairness by giving consideration to the circumstances of the Dispute, and customs and usage of trade, including any previous dealings between the Parties. In the interest of speedy resolution of the Dispute, Arbitrator may, with the consent of the Parties, modify these Process and Rules, including dispensing with oral hearings. Once appointed no Party or its representatives will have any ex-parte communication with the Arbitrator.
2. **Additional Powers.** Unless otherwise agreed by the Parties and not prohibited by law applicable to the arbitration, Arbitrator will have the power to do the following:
  - a. Order rectification to the contract in Dispute, subject to governing law.
  - b. Conduct any necessary enquiry regarding the Dispute, including ordering the Parties to provide for inspection an item in their possession.
  - c. Grant an interim or emergency relief if deemed appropriate, and may request the Party seeking such relief to provide adequate security.
  - d. In the interest of preservation of the rights of the Parties, order status quo or right to proceed with respect any action under the Dispute to ensure that the potential award may not be rendered ineffectual.
  - e. Proceed with arbitration even if a Party fails to comply with these Process and Rules or with any orders of the Arbitrator.
  - f. Decide, where appropriate, any issue that has not been expressly raised by a Party in its submissions but that was clearly brought to the notice of the other Party and that other Party was given adequate opportunity to respond.
  - g. Determine the law applicable to the arbitration, Tribunal's own jurisdiction, and any claim of legal or other privilege.
  - h. Make an early dismissal of a claim or counterclaim by providing reasons in summary form only. An application for early dismissal can only be made on the basis that relevant claims or counterclaims are clearly without legal merit or clearly outside the jurisdiction of the Tribunal.
  - i. Order to pay any unpaid dues or deposits toward arbitration.
3. **Representations.** At each arbitration conference, meeting or call, each Party to be represented by a person who is duly authorised to represent such Party. With the prior approval of the Arbitrator, counsel or any other person may represent a Party in the arbitration so long as such representation does not give rise to a conflict of interest and other Party has no objection.
4. **Experts.** If needed, Arbitrator or a Party may appoint an "**Expert**" to help in the arbitration, especially where technical or specific area knowledge is being considered. Expert's fees will borne by both Parties or by the Party appointing the Expert, as the case may be.
5. **Confidentiality.** All information shared during arbitration, including the fact that there is a arbitration going on, will be considered confidential information, whether such information is

shared by a Party, Arbitrator, Case Manager, or an Expert, and it shall not be disclosed by any person to a third party or used for any other purpose. No recordings will be made of any oral discussions. Each party shall return or destroy any confidential information it received from another party during arbitration. However, MaxMax may retain certain information for archival and statistical purposes.

6. **Evidence and Admissibility.** Unless permitted by applicable law, the Parties agree that no aspect of the Dispute or any information shared or any offer for settlement made during the arbitration process, can or will be used as evidence in any other proceeding, and that Arbitrator or Case Manager cannot and will not act as a witness before a court or an arbitration tribunal or any other legal authority. Further, unless agreed by the Parties, Arbitrator cannot act as an arbitrator, a representative or a counsel in any other matter related to the Dispute, which is the subject matter of this arbitration.
7. **Awards.** By agreeing to arbitration under these Process and Rules, the Parties agree that any award shall be final and binding on the Parties from the date it is made, and that they will carry out the award immediately and without delay. A Settlement Agreement signed by the Parties, and then by the Tribunal, will be considered a final award with respect to matters contained in that agreement. In the event no settlement is reached between the Parties as part of the arbitration proceedings, a final award with respect to the Dispute will be made and submitted to MaxMax for certification and release to the Parties as per process. Award will be made in writing and signed by the Arbitrator. It shall state the reasons on which it is based along with date of the award and seat of arbitration. It may also provide for simple or compound interest on any sum which is the subject of arbitration at agreed rates, or at appropriate rates if there is no such agreement, and for such periods as the Tribunal determines to be appropriate.
8. **Correction, Interpretation, Additional Awards.** A Party may (i) request to correct a mistake on the face of the award, e.g., a computation, clerical or typographical error, or (ii) request a clarification on an aspect of the award, or (iii) request additional awards on claims that were presented during the arbitration but were not dealt by the Tribunal in the award. In each such case, where the Tribunal considers the request to be justified, a correction, interpretation or additional award will be so made within 15 days of receiving such request. Except for the foregoing, and to the extent such waiver can be validly made, the Parties hereby waive their right to any form of appeal, review or recourse to any court or other judicial authority with respect to a final award under this Agreement with respect to the Dispute.
9. **Decisions by MaxMax.** Wherever MaxMax, as an institution, is called upon to make a decision as per these Process and Rules, the decision of MaxMax will be conclusive and binding on the Parties. For purposes of this Agreement, MaxMax may be represented by its administrators or directors, or their designees, as the case may be.
10. **End of Arbitration.** Arbitration ends upon issuance of a final award or when the Arbitrator issues an order stating that (i) Claimant has withdrawn the claim, and as per the Arbitrator, Respondent's objection to such withdrawal is not justified, (ii) the parties agree to terminate the Arbitration proceedings, or (iii) the Arbitrator comes to a conclusion that the continuation of the proceedings has for any other reason become unnecessary or impossible.
11. **Fees and Expenses.** Unless the Parties agree otherwise, and Case Manager is informed prior to the Pre-Arbitration Conference, all fees and expenses will be borne equally by both



Parties. They will pay MaxMax as agreed and will be jointly and severally liable for fees and expenses, in addition to any costs incurred in recovering any overdue amounts.

**12. Dispute Resolution, Governing Law and Jurisdiction.**

- a. In case of a dispute between Claimant and/or Respondent and MaxMax Chambers, all agree to first mediate any dispute between them in good faith and resolve it amicably. In the event mediation fails, any claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, as amended. All hearings will be held in New Delhi or via video conferencing and shall be conducted in English by a single arbitrator. Any arbitration award shall be enforceable and binding on the parties and the parties hereby expressly waive any right to judicial review of the award.
- b. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of law provisions. The adjudication of any dispute will be the exclusive jurisdiction of the courts in New Delhi.

**13. Damages.** In no event shall MaxMax Chambers be liable to a party or to any third party for any general, incidental, consequential, indirect, direct, special or punitive damages, arising out of or relating to this Agreement, and notwithstanding any other provision of this Agreement, in no event shall MaxMax Chambers' liability exceed an amount equal to the amounts paid as Fees to MaxMax Chambers under this Agreement.

**14. Release.** The Parties, jointly and severally, release and discharge MaxMax Chambers and MaxMax Professionals, and their agents and employees, from any liability which may be alleged to arise in connection with, or to result from, or to in any way relate to the exercise of any of their functions, duties or powers, whether under the procedural laws or standards of arbitration, under these Process or Rules, or otherwise. No statements or comments, whether written or oral, made or used by an Arbitrator or the Case Manager, MaxMax Chambers or its agents or employees, in connection with, or resulting from, or in any way relating to the arbitration process, may be used to initiate any action for defamation, libel, slander, or any related complaint.

## **Annexure 4**

### **Fees and Expenses**

MaxMax Chambers fees for arbitration by a single Arbitrator is 2% of the total claims under dispute, with a minimum fee of Rs. 2,00,000 and a maximum of Rs. 30,00,000. Based on the information provided about the Dispute and claims made, the fees for this Arbitration per Arbitrator will be Rs. \_\_\_\_\_, exclusive of GST. These fees may be adjusted if and when a Party is permitted to amend its claims or counterclaims.

The Arbitration Fees include the following:

- Appointment of a Arbitrator and a Case Manager
- Case Filing Fee
- MaxMax Chambers' Case Administration Fees
- Arbitrator Fees

The fees do not include the following:

- Applicable taxes
- Venue Charges for Meeting Rooms, if arranged by MaxMax Chambers
- Meal Charges, if a meal is required
- Transcription, Steno, Interpretation, Printing & Photocopying Services Fees
- Experts Fees, if an Expert is appointed in this arbitration.

**Payment of Fees:** The Parties will pay the Fees as follows:

- 10% of the Fees will be given upon signing of this Agreement.
- 30% of the Fees will be given before Pre-Arbitration Conference.
- 30% of the Fees will be given at the end of the First Arbitration Conference
- 30% of the Fees will be given at the end of the Final Arbitration Conference.

Any out of pocket expenses will need to be paid within 15 days of raising the invoice on the Parties.

The fees mentioned above shall be payable in equal shares by the parties, provided that where one party fails to pay its share of the deposit, the other party may pay that share; provided further that where the other party also does not pay such share in respect of the claim or the counter-claim, Tribunal may suspend or terminate the arbitral proceedings in respect of such claim or counter-claim, as the case may be.

Upon termination of the arbitral proceedings, Tribunal shall render an accounting to the parties of the monies received and shall return any unexpended balance to the party or parties, as the case may be.

**Annexure 5**  
**Joinder Agreement**

**Appointment as Arbitral Institution / Authorisation to Arbitrate**

We, \_\_\_\_\_ [name and address of the Respondent Party] ("**Respondent**", which term, unless otherwise expressly provided or be repugnant to the context, includes our successors, heirs, legal representatives, administrators, executors and assigns) have been served with a Notice of Arbitration by [name and address of Claimant] dated \_\_\_\_\_ as well as with a Notice of Proposed Arbitrator by MaxMax Chambers dated \_\_\_\_\_.

We acknowledge the receipt of such notices and by signing this Joinder Agreement, which will be considered a part of the Agreement which has already been signed by the Claimant and MaxMax, copy of which Agreement has been provided to us, and which we have read and acknowledge, and subject to the terms of such Agreement, we hereby authorize MaxMax Chambers to act as the Arbitral Institution to help resolve the Dispute between the Claimant and us as a Respondent.

In consideration of the promises contained herein and the Agreement, receipt and sufficiency of which is hereby established, we agree to be bound by the Agreement.

On behalf of the Respondent  
[Name of the Party]

\_\_\_\_\_  
Authorised Signatory

Name:

Title:

Mobile:

Email:

Date: