



JURE FORUM

RULES & PROCEDURE FOR PROCEEDINGS

(Applicable to Arbitration, Mediation and Conciliation conducted on the Jure Forum ODR Platform)

I. INTRODUCTION AND FRAMEWORK

1. INTRODUCTION AND SCOPE OF THE RULES

- 1.1. Jure Forum is an online dispute resolution (“ODR”) institution that facilitates the resolution of disputes through conciliation, mediation and arbitration by adopting simplified procedures, technology-enabled processes and qualified dispute resolution professionals empanelled with the platform.
- 1.2. Jure Forum provides its services through a secure digital platform, including its website and associated systems, which enable parties to conduct proceedings primarily through electronic means, including document submission, online meetings, electronic communications and other digital tools.
- 1.3. These Rules set out the procedure governing disputes referred to Jure Forum and are intended to assist the parties, dispute resolution professionals and the institution in achieving fair, efficient and time-bound resolution of disputes.
- 1.4. These Rules apply to all proceedings administered by Jure Forum unless otherwise agreed by the parties in writing or directed by a competent court, statutory authority or tribunal.

- 1.5. These Rules operate within the framework of the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, and any other applicable laws relating to alternative dispute resolution, as amended from time to time.
- 1.6. Capitalised terms not specifically defined under these Rules shall have the meanings assigned to them under the applicable laws governing dispute resolution in India.

2. LEGAL FRAMEWORK AND APPLICABILITY

- 2.1. All dispute resolution proceedings administered by Jure Forum shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, and any other applicable laws relating to alternative dispute resolution, as amended from time to time.
- 2.2. Where a dispute is referred to Jure Forum pursuant to an order or direction of a court, statutory authority or any other competent body, such dispute shall be conducted in accordance with these Rules to the extent they are not inconsistent with the directions, rules or regulations of the referring authority.
- 2.3. In the event of any inconsistency between these Rules and any mandatory provision of applicable law, the mandatory provision of law shall prevail to the extent of such inconsistency.
- 2.4. Subject to Clause 2.3, these Rules shall govern the procedure of all proceedings administered by Jure Forum and shall be deemed to form part of the agreement between the parties for resolution of disputes through Jure Forum.

3. ELIGIBILITY OF DISPUTES & INSTITUTIONAL DISCRETION

- 3.1. Jure Forum may administer disputes that are capable of being resolved through conciliation, mediation or arbitration under applicable law, including commercial, contractual, financial, consumer, employment, technology-enabled, platform-based and other civil disputes, as may be permissible from time to time.

3.2. Jure Forum shall, at its discretion, be entitled to decline to administer any dispute where:

- a) the dispute is barred by law from being resolved through alternative dispute resolution;
- b) the parties have not agreed to be bound by these Rules;
- c) the prescribed fees and charges have not been paid or agreed in advance; or
- d) the reference does not meet the procedural or eligibility requirements prescribed by Jure Forum.

3.3. The decision of Jure Forum to accept or decline the administration of a dispute shall be final and binding on the parties and shall not require detailed reasons to be provided.

3.4. Nothing contained in these Rules shall be construed as creating an obligation on Jure Forum to administer every dispute referred to it.

II. INTERPRETATION AND ADMINISTRATION

4. INTERPRETATION, FLEXIBILITY & INSTITUTIONAL DISCRETION

4.1. These Rules are intended to facilitate fair, efficient and expeditious resolution of disputes and shall be interpreted and applied in a manner consistent with the principles of natural justice, procedural fairness and party equality.

4.2. Subject to mandatory provisions of applicable law, dispute resolution professionals empanelled with Jure Forum shall have the discretion to adapt the procedure under these Rules as may be necessary to ensure effective conduct of proceedings, provided that such adaptation is not illegal, arbitrary or unfair to any party.

4.3. Jure Forum, acting through its designated Case Officer, may issue procedural directions, clarifications or administrative instructions from time to time for the effective implementation of these Rules, and such directions shall be binding on the parties and the dispute resolution professionals.

4.4. Any procedural matter not expressly provided for under these Rules shall be determined by the dispute resolution professional in consultation with the Case Officer, in a manner consistent with applicable law and the objectives of these Rules.

5. DEFINITIONS AND EXPRESSIONS

5.1. **“Platform”** means the online dispute resolution technology system operated by **JURE FORUM**, including its website, sub-domains, dashboards, communication tools, document repositories and any other digital or electronic interface used for the conduct and administration of proceedings.

5.2. **“Institution”** means **JURE FORUM**, an alternate dispute resolution service provider, including its administrators, case officers and authorised representatives.

5.3. **“Dispute Resolution Professional” or “DRP”** means any arbitrator, mediator or conciliator empanelled, certified or appointed by the Institution to conduct proceedings in accordance with these Rules.

5.4. **“Case Officer”** means a person designated by the JURE FORUM to administer, manage and facilitate proceedings, including communications, scheduling and procedural assistance.

5.5. **“Claimant”** means a party who initiates a dispute resolution proceeding under these Rules.

5.6. **“Respondent”** means a party against whom a dispute resolution proceeding is initiated.

5.7. **“Proceedings”** means conciliation, mediation or arbitration conducted under these Rules, whether conducted fully online, digitally assisted, or through a hybrid mode.

5.8. **“Communication”** includes all forms of correspondence exchanged in relation to proceedings, including but not limited to emails, platform notifications, dashboard messages, phone calls, SMS, instant messaging applications and recorded voice or video communications.

- 5.9. **“Working Day”** means a day on which the Institution’s administrative operations are ordinarily functional, excluding Sundays and public holidays, unless otherwise specified.
- 5.10. **“Applicable Law”** means the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, and any other law for the time being in force in India, as amended from time to time.
- 5.11. **“Award”** means any final, consent or additional award passed by an arbitrator in accordance with Applicable Law.
- 5.12. **“Settlement Agreement”** means a written agreement arrived at between parties through mediation or conciliation and authenticated by the Dispute Resolution Professional.
- 5.13. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all genders, and headings are for convenience only and shall not affect interpretation.
- 5.14. Any term not expressly defined herein shall have the meaning assigned to it under the Applicable Law.

6. AMENDMENTS, CLARIFICATIONS AND VERSION CONTROL

- 6.1. These Rules shall apply to all dispute resolution proceedings administered by **JURE FORUM**, including conciliation, mediation and arbitration, where the parties have agreed, either prior to or after the occurrence of a dispute, to submit such dispute to the Institution.
- 6.2. Reference to the Institution under these Rules shall be deemed to constitute an agreement by the parties to be bound by these Rules, as amended from time to time, subject to the mandatory provisions of Applicable Law.
- 6.3. These Rules shall apply to proceedings conducted fully online, digitally assisted, or through a hybrid mode, as determined by the Institution or the Dispute Resolution Professional.
- 6.4. Where any provision of these Rules is in conflict with a non-derogable provision of Applicable Law, such mandatory legal provision shall prevail to the extent of such inconsistency.

6.5. The Institution may, at its discretion, decline to administer any dispute where:

- a) the dispute is not arbitral or fit for mediation or conciliation under Applicable Law;
- b) the parties have not agreed to these Rules; or
- c) prescribed fees have not been paid.

These Rules shall be **prospective** in application unless expressly stated otherwise and shall govern all proceedings commenced on or after their effective date.

III. COMMUNICATION AND DIGITAL PROCESS

7. MODES OF COMMUNICATION AND SERVICE OF NOTICES

7.1. All communications in relation to proceedings administered by Jure Forum shall be made primarily through electronic means, including the Platform, email, SMS, WhatsApp, dashboard notifications and other digital communication tools adopted by the Institution from time to time.

7.2. Without prejudice to Clause 7.1, the Institution may, at its discretion, use additional modes of communication such as phone calls, instant messaging applications, voice messages, video communications or any other electronic means for the efficient administration of proceedings.

7.3. Any communication sent by the Institution, the Case Officer or the Dispute Resolution Professional to the contact details provided by a party at the time of registration or as subsequently updated on the Platform shall be deemed to have been validly delivered.

7.4. Service of notices, communications, pleadings, directions or orders through electronic means shall constitute valid service for the purposes of these Rules and Applicable Law, unless otherwise mandatorily prescribed.

7.5. It shall be the responsibility of each party to ensure that its contact details, including email address, phone number and address, provided to the Institution are accurate, current and accessible throughout the proceedings.

7.6. Jure Forum shall not be responsible for any failure of communication arising from incorrect, outdated or inaccessible contact details furnished by a party, and proceedings may continue notwithstanding such failure.

8. IDENTITY VERIFICATION AND PARTY RESPONSIBILITY

- 8.1. Prior to or during the administration of any proceedings, the Institution may undertake such verification of the identity of the parties as it considers appropriate, using electronic, digital or documentary means permitted under Applicable Law.
- 8.2. The primary responsibility for providing accurate, complete and verifiable details of the parties, including names, addresses, email addresses, phone numbers and supporting documents, shall rest with the party initiating the proceedings.
- 8.3. The Institution may rely on the information, documents and confirmations provided by the parties for the purpose of identity verification and shall not be required to independently investigate or authenticate the same beyond reasonable administrative checks.
- 8.4. Any delay, failure or adverse consequence arising from incorrect, incomplete or misleading information furnished by a party shall be borne solely by such party, and the Institution shall not be liable for the same.
- 8.5. The Institution may, at any stage of the proceedings, seek additional information, documents or clarifications from the parties for the purpose of verification, and failure to comply within the stipulated time may result in suspension, rejection or continuation of proceedings as deemed appropriate.
- 8.6. Verification of identity by the Institution shall be for administrative facilitation of proceedings only and shall not be construed as a determination of legal standing, rights or liabilities of any party.

IV. COMMENCEMENT AND PRE- PROCEEDINGS

9. COMMENCEMENT OF PROCEEDINGS

9.1. Dispute resolution proceedings may be initiated before the Institution pursuant to an arbitration agreement, mediation or conciliation agreement between the parties, or by submission of a reference through the Platform in the manner prescribed by the Institution.

9.2. A party initiating proceedings shall submit the requisite case details, supporting documents and information in the prescribed format through the Platform or such other electronic means as may be permitted by the Institution.

9.3. Initiation of proceedings shall be subject to payment of the prescribed fees and charges, unless otherwise agreed by the Institution in writing.

9.4. Proceedings shall be deemed to have commenced on the date on which the Institution, acting through its Case Officer, approves the registration of the dispute after preliminary scrutiny.

9.5. The Institution may, at its discretion, require the initiating party to furnish additional information, documents or clarifications prior to registration of the dispute.

9.6. Mere submission of a reference or filing of documents shall not constitute commencement of proceedings unless the registration is approved by the Institution.

10. REGISTRATION, SCRUTINY AND CASE MANAGEMENT

10.1. Upon receipt of the reference, requisite information and prescribed fees, the Case Officer shall conduct a preliminary scrutiny of the submission for completeness, eligibility and procedural compliance with these Rules.

10.2. Where the Case Officer is satisfied that the reference complies with the requirements of these Rules, the dispute shall be registered and assigned a unique case number within such time as may be determined by the Institution.

10.3. The Case Officer may, at any stage prior to registration, return the reference to the initiating party for rectification, additional information, documentation or verification as deemed necessary.

10.4. The Institution reserves the right to reject or decline registration of a dispute at its discretion, including where the reference does not meet the

eligibility criteria, procedural requirements or fee conditions prescribed under these Rules.

10.5. Where a reference is not registered by the Institution, any fees paid shall be refunded in accordance with the applicable refund policy of the Institution.

10.6. Registration of a dispute by the Institution shall not be construed as an affirmation of the merits, maintainability or arbitrability of the dispute, which shall remain subject to determination in accordance with the arbitrator, conciliator and mediator as per Applicable Law.

11. NATURE OF PROCEEDINGS AND PROCESS FLOW

11.1. Disputes referred to the Institution may be administered through conciliation, mediation or arbitration, as agreed between the parties, directed by a competent authority, or determined in accordance with these Rules.

11.2. In the absence of any specific agreement or direction regarding the mode of dispute resolution, the Institution may, in the first instance, refer the dispute for conciliation or mediation, with a view to facilitating an amicable settlement between the parties.

11.3. Where conciliation or mediation does not result in a settlement, or where the Institution determines that such process is not appropriate in the circumstances, the dispute may be referred to arbitration in accordance with these Rules and Applicable Law.

11.4. All proceedings administered by the Institution shall, as a general rule, be conducted through electronic and digital means using the Platform, without requiring the physical presence of the parties.

11.5. The Dispute Resolution Professional may, in exceptional circumstances and where considered necessary in the interests of fairness and equity, permit participation through audio or video conferencing, or any other suitable electronic mode.

11.6. Physical hearings shall not be the norm and shall be permitted only where expressly directed by the Dispute Resolution Professional for

recorded reasons, subject to such conditions and cost arrangements as may be specified.

V. APPOINTMENT AND CHALLENGE OF NEUTRALS

12. APPOINTMENT OF DISPUTE RESOLUTION PROFESSIONALS

- 12.1. Upon acceptance and registration of a dispute, Jure Forum shall appoint a Dispute Resolution Professional (“DRP”) from its panel, having due regard to the nature of the dispute, subject matter expertise, availability, independence and impartiality, and any agreement between the parties.
- 12.2. The appointment of the DRP shall be communicated to the parties through the Platform and other electronic means as deemed appropriate by the Institution.
- 12.3. Prior to commencement of proceedings, the appointed DRP shall make such disclosures relating to independence, impartiality and conflict of interest as required under Applicable Law.
- 12.4. A DRP shall be deemed to have entered upon the reference on the date on which such appointment is communicated by the Institution, excluding any time taken for resolution of a challenge to the appointment.
- 12.5. A party may challenge the appointment of a DRP only on grounds permitted under Applicable Law and only for circumstances that become known after the appointment has been made.
- 12.6. Any challenge to the appointment shall be submitted in writing within the time prescribed under Applicable Law or such shorter period as may be notified by the Institution, failing which the right to challenge shall be deemed to have been waived.
- 12.7. Where a challenge to the appointment is upheld, the Institution shall appoint a substitute DRP in accordance with these Rules, and the proceedings shall continue from the stage deemed appropriate by the substitute DRP.

12.8. A DRP may be replaced in the event of death, rescusal, resignation, incapacity, inability to act, violation of applicable ethical standards, or for any other sufficient cause, as determined by the Institution.

12.9. The DRP shall conduct the proceedings in an **independent, impartial and fair manner** and shall ensure **equal treatment** of the parties at all stages of the proceedings.

12.10. Subject to Applicable Law and these Rules, the DRP shall have the discretion to determine the procedure, manner and conduct of the proceedings, including timelines, modes of communication and scope of submissions.

13. DISCLOSURE, INDEPENDENCE AND IMPARTIALITY

13.1. Any Dispute Resolution Professional (“DRP”) appointed under these Rules shall, prior to and throughout the proceedings, be independent and impartial and shall disclose in writing any circumstances likely to give rise to justifiable doubts as to their independence, impartiality or ability to conduct the proceedings fairly.

13.2. The disclosure referred to in Clause 13.1 shall include, but not be limited to, any past, present or future relationship, whether professional, financial, personal or otherwise, with any of the parties, their representatives, affiliates or the subject matter of the dispute.

13.3. The DRP shall make such disclosure at the time of appointment and shall have a continuing obligation to promptly disclose any circumstance that arises or comes to their knowledge during the pendency of the proceedings.

13.4. Disclosures shall be made in the manner prescribed by Applicable Law and, where relevant, in accordance with the requirements of **Section 12 read with the Fifth, Sixth and Seventh Schedules of the Arbitration and Conciliation Act, 1996**, or corresponding provisions under the Mediation Act, 2023.

13.5. Upon receipt of the disclosure, the parties shall be entitled to raise objections, if any, in accordance with these Rules and Applicable Law.

Failure to raise an objection within the prescribed time shall be deemed to constitute a waiver of the right to object on such grounds.

13.6. The Institution, acting through its Case Officer, shall place the disclosure on record and may facilitate the disclosure and objection process but shall not adjudicate upon the merits of any challenge, except to the extent provided under these Rules.

13.7. No DRP shall accept or continue an appointment if such appointment is prohibited under Applicable Law or if circumstances exist that render the continuation of proceedings legally impermissible.

14. CHALLENGE, REPLACEMENT AND SUBSTITUTION

14.1. A party may challenge the appointment of a Dispute Resolution Professional (“DRP”) only on grounds of lack of independence, impartiality, eligibility or any other ground recognised under Applicable Law, which becomes known to the party after the appointment has been made.

14.2. Any challenge to the appointment of a DRP shall be submitted in writing to the Institution through the Platform within **fifteen (15) days** from the date on which the party becomes aware of the appointment or the day mentioned in the communication or the circumstances giving rise to such challenge, whichever is earlier.

14.3. The challenge shall clearly state the reasons and supporting facts forming the basis of the objection and shall be simultaneously communicated to the other party and the concerned DRP.

14.4. Upon receipt of a challenge, the Institution shall place the objection before the concerned DRP for consideration and response, in accordance with Applicable Law and these Rules.

14.5. The DRP may, after considering the challenge, either:

- a) withdraw from the proceedings; or
- b) reject the challenge by recording reasons and continue with the proceedings, subject to Applicable Law.

- 14.6. Where a challenge is upheld, or the DRP withdraws, or pass rescusal order, becomes unable to act, resigns, is removed for breach of these Rules, or is otherwise incapable of continuing the proceedings, the Institution shall appoint a substitute DRP in accordance with these Rules.
- 14.7. Upon substitution of a DRP, the proceedings shall continue from the stage already reached, unless the substitute DRP determines, for reasons recorded in writing, that any prior step or hearing requires repetition in the interest of fairness and justice.
- 14.8. The replacement or substitution of a DRP shall not, by itself, invalidate any procedural steps already taken, unless otherwise directed by Applicable Law or the substitute DRP.
- 14.9. The decision of the Institution regarding appointment or substitution of a DRP under this Clause shall be final and binding, subject to the provisions of Applicable Law.

VI. CONCILIATION AND MEDIATION PROCESS

15. CONDUCT OF CONCILIATION/ MEDIATION PROCEEDINGS

- 15.1. Conciliation and mediation proceedings under these Rules shall be conducted in a facilitative, non-adjudicatory and confidential manner, with the objective of assisting the parties in arriving at a voluntary and mutually acceptable settlement.
- 15.2. Unless otherwise agreed by the parties or directed by the Dispute Resolution Professional (“DRP”), conciliation or mediation proceedings shall be conducted primarily through the Platform using electronic means, including document exchange, written communications, audio or video conferencing and other digital tools.
- 15.3. The physical presence of the parties may not be required unless the DRP, for reasons recorded in writing, considers such presence necessary in the interest of effective settlement or fairness.
- 15.4. Upon appointment, the DRP may invite the parties to submit brief statements outlining:

- a) the nature of the dispute;
- b) issues involved;
- c) reliefs or outcomes sought; and
- d) any prior attempts at settlement.

15.5. The DRP may conduct joint sessions, separate sessions, or a combination thereof, and may communicate with the parties together or individually, subject to the principles of confidentiality and neutrality.

15.6. The DRP may request additional documents, clarifications or information from the parties at any stage of the proceedings, as deemed necessary for facilitating settlement.

15.7. The DRP shall not be bound by the Code of Civil Procedure, 1908 or the law of evidence, and shall conduct the proceedings in a flexible manner consistent with the principles of natural justice and party autonomy.

15.8. The parties shall participate in the proceedings in good faith and shall cooperate with the DRP, including attending sessions, responding to communications and providing information as reasonably requested.

15.9. Any proposals, suggestions or communications made during conciliation or mediation shall be without prejudice and shall not be binding unless incorporated into a written settlement agreement signed by the parties.

15.10. The Institution may provide administrative and procedural assistance throughout the conciliation or mediation proceedings, without participating in or influencing the substance of the settlement discussions.

16. ROLE AND POWER OF CONCILIATOR/ MEDIATOR

16.1. The Conciliator or Mediator (“DRP”) shall act as a neutral, independent and impartial facilitator and shall not adjudicate upon the merits of the dispute or impose any decision upon the parties.

16.2. The primary role of the DRP shall be to assist the parties in identifying issues in dispute, exploring options for resolution, improving communication and facilitating voluntary settlement.

16.3. The DRP shall conduct the proceedings in a manner considered appropriate, having regard to:

- a) the nature and complexity of the dispute;
- b) the wishes of the parties;
- c) the need for a fair and expeditious resolution; and
- d) the principles of confidentiality and party autonomy.

16.4. The DRP may, at any stage of the proceedings:

- a) propose possible terms of settlement;
- b) reformulate or modify settlement proposals based on party inputs;
- c) hold joint or separate sessions with the parties; and
- d) suspend or adjourn sessions as may be necessary for effective settlement.

16.5. Any proposal or suggestion made by the DRP shall be non-binding unless accepted by the parties and reduced into a written settlement agreement.

16.6. The DRP shall ensure that all parties are treated equally and are given adequate opportunity to present their views during the conciliation or mediation process.

16.7. The DRP shall maintain strict confidentiality of all information, communications and documents exchanged during the proceedings, subject to applicable law and the express consent of the parties.

16.8. The DRP shall not act as an arbitrator, representative, counsel or witness in any arbitral, judicial or other proceedings relating to the same dispute, unless otherwise permitted under Applicable Law and with express written consent of all parties.

16.9. The DRP may seek procedural or administrative assistance from the Institution, but shall remain solely responsible for the conduct of the conciliation or mediation proceedings.

17. SETTLEMENT, CLOSURE AND TRANSITION TO ARBITRATION

- 17.1. Where the parties arrive at a mutually agreed resolution during conciliation or mediation, such resolution shall be reduced into a written **Settlement Agreement** and authenticated by the Conciliator or Mediator.
- 17.2. A Settlement Agreement executed under these Rules shall be final and binding on the parties and shall have the same legal status and effect as prescribed under the Applicable Law.
- 17.3. Upon execution of the Settlement Agreement, the conciliation or mediation proceedings shall stand concluded, and the Dispute Resolution Professional shall formally close the proceedings on the Platform.
- 17.4. If the parties are unable to arrive at a settlement, the Conciliator or Mediator may, after consultation with the parties, declare the proceedings closed as unsuccessful.
- 17.5. Conciliation or mediation proceedings may also be terminated:
- a) at the written request of all parties;
 - b) upon a written declaration by a party that further efforts at settlement are not justified; or
 - c) where continuation of the proceedings is not considered appropriate under Applicable Law or these Rules.
- 17.6. In the event conciliation or mediation proceedings are terminated without settlement, the dispute may, subject to party consent, applicable agreement or these Rules, be referred to arbitration administered by Jure Forum.
- 17.7. Unless otherwise agreed by the parties or restricted by Applicable Law, any information, proposals, admissions or communications exchanged during conciliation or mediation shall not be admissible or relied upon in any subsequent arbitration or judicial proceedings.
- 17.8. The termination of conciliation or mediation proceedings shall be without prejudice to the rights, claims or defences of the parties in any subsequent proceedings.

VII. ARBITRATION PROCEEDINGS

18. CONDUCT OF ARBITRATION PROCEEDINGS

- 18.1. Arbitration proceedings administered by Jure Forum shall be conducted in accordance with these Rules, the Applicable Law, and any agreement between the parties, subject to mandatory legal provisions.
- 18.2. Arbitration proceedings shall ordinarily be conducted through the Platform using electronic means, including document-based submissions, digital communications, virtual hearings and other technology-enabled tools, unless otherwise directed by the Arbitrator for reasons recorded in writing.
- 18.3. As a general rule, arbitration proceedings shall be **document-based**, and the Arbitrator may decide the dispute on the basis of pleadings, documents and written submissions filed by the parties.
- 18.4. The Arbitrator may, where deemed necessary in the interest of fairness and justice, conduct hearings through virtual means or permit limited oral submissions, subject to such conditions as the Arbitrator may determine.
- 18.5. Physical presence of the parties shall not be required, except in exceptional circumstances where the Arbitrator, with reasons recorded in writing, considers such presence necessary.
- 18.6. The Arbitrator shall conduct the proceedings in a manner that ensures:
- a) equal treatment of parties;
 - b) reasonable opportunity to present their case; and
 - c) adherence to principles of natural justice.
- 18.7. The Arbitrator shall not be bound by the Code of Civil Procedure, 1908 or the rules of evidence under the Indian Evidence Act, 1872 or Bharatiya Sakshya Adhiniyam, 2023, and may determine the admissibility, relevance and weight of evidence in accordance with Applicable Law.
- 18.8. All procedural directions, schedules and communications issued by the Arbitrator shall be binding on the parties and shall be communicated through the Platform or other electronic means approved by the Institution.

19. PLEADINGS, EVIDENCE AND WITNESSES

- 19.1. The Arbitrator shall determine the procedure and timelines for submission of pleadings, including the statement of claim, statement of defence and any counterclaim, in consultation with the parties and subject to these Rules.
- 19.2. The Claimant shall submit its statement of claim along with all supporting documents within the time directed by the Arbitrator. The Respondent shall submit its statement of defence and any counterclaim, if permitted, along with supporting documents within the prescribed timeline.
- 19.3. Any counterclaim shall be treated as an independent claim for procedural purposes and shall be adjudicated along with the principal claim, unless otherwise directed by the Arbitrator.
- 19.4. All pleadings, documents and evidence shall be submitted through the Platform in electronic form, accompanied by such declarations, self-certifications or undertakings regarding authenticity and truthfulness as may be prescribed by the Institution or directed by the Arbitrator.
- 19.5. The Arbitrator shall have the discretion to:
- a) admit or reject any document or evidence;
 - b) determine the relevance, materiality and probative value of evidence; and
 - c) draw adverse inferences where documents or information are withheld without sufficient cause.
- 19.6. Examination of witnesses shall be permitted only where the Arbitrator considers it necessary for the just determination of the dispute. Witness evidence shall ordinarily be submitted by way of written statements or affidavits.
- 19.7. Where permitted, the Arbitrator may allow limited questioning or cross-examination of witnesses through written interrogatories or virtual means, subject to timelines and conditions prescribed by the Arbitrator.
- 19.8. Failure of a party or witness to submit pleadings, documents or evidence within the prescribed time without sufficient cause may result in closure of that stage of proceedings or such other consequences as the Arbitrator may deem appropriate.

20. HEARING, NON PARTICIPATION AND EXPARTE PROCEEDINGS

- 20.1. Arbitration proceedings under these Rules shall ordinarily be conducted on a document-based basis through the Platform, unless the Arbitrator determines that a hearing is necessary for the fair resolution of the dispute.
- 20.2. Where a hearing is considered necessary, the Arbitrator may conduct such hearing through virtual means, including video or audio conferencing, or through any other digital mode deemed appropriate.
- 20.3. The Arbitrator shall determine the date, time, mode and scope of any hearing and shall ensure that reasonable notice is provided to all parties.
- 20.4. If a party, without showing sufficient cause:
 - a) fails to appear at a scheduled hearing; or
 - b) fails to participate in the proceedings despite due notice,
- 20.5. the Arbitrator may proceed with the arbitration and render an award on the basis of the material available on record.
- 20.6. Proceedings conducted in the absence of a party shall not, by itself, be treated as an admission of the claims or defences of the appearing party, and the Arbitrator shall decide the dispute on its merits.
- 20.7. The Arbitrator shall record the steps taken to notify and secure the participation of the non-participating party before proceeding ex-parte.
- 20.8. All hearings and meetings shall be conducted in a private and confidential manner, unless disclosure is required by Applicable Law or permitted under these Rules.
- 20.9. The costs, if any, arising from the conduct of hearings, including virtual or physical hearings, shall be borne by the parties in such manner as may be determined by the Arbitrator.

21. TIMELINES AND EXPEDITIOUS RESOLUTION

- 21.1. All arbitration proceedings administered by Jure Forum shall be conducted in a time-bound manner with due regard to efficiency, procedural fairness and the objective of expeditious dispute resolution.
- 21.2. Unless otherwise required by Applicable Law or extended for recorded reasons, the arbitration proceedings shall be completed and the final award rendered within a reasonable period.
- 21.3. The Arbitrator shall, at the earliest stage of the proceedings, determine and communicate a procedural timetable for submission of pleadings, evidence and arguments, consistent with the timelines prescribed under these Rules.
- 21.4. The time taken for:
- a) challenges to the appointment of the Arbitrator;
 - b) jurisdictional objections; or
 - c) procedural delays attributable to a party,
- may be excluded from the computation of the forty-five (45) day period.
- 21.5. An extension of time may be granted by the Arbitrator only upon sufficient cause being shown and for reasons to be recorded in writing, and such extension may be subject to additional costs as the Arbitrator deems appropriate.
- 21.6. Failure by a party to adhere to prescribed timelines without reasonable cause may result in forfeiture of the right to file pleadings, submit evidence or make submissions, as determined by the Arbitrator.
- 21.7. The Institution and the Case Officer shall assist the Arbitrator in monitoring timelines and facilitating procedural compliance, without interfering with the Arbitrator's adjudicatory independence.

VIII. POWER AND AUTHORITY

22. POWER OF ARBITRATOR

22.1. The Arbitrator shall have the authority to conduct the arbitration in such manner as considered appropriate, subject to these Rules and the Applicable Law.

22.2. Without prejudice to the generality of Clause 22.1, the Arbitrator shall have the power to:

- a) determine the procedure, schedule and conduct of the arbitration proceedings;
- b) rule on its own jurisdiction, including objections with respect to the existence or validity of the arbitration agreement;
- c) determine the admissibility, relevance, materiality and weight of any evidence;
- d) issue procedural, interim or protective orders in accordance with Applicable Law;
- e) administer oaths or affirmations to parties or witnesses, where required;
- f) decide all objections and applications arising during the proceedings; and
- g) pass final, interim, consent or additional awards in accordance with Applicable Law.

22.3. The Arbitrator may take guidance, where appropriate, from the principles underlying the Code of Civil Procedure, 1908, without being bound by it.

22.4. The Arbitrator shall ensure that the parties are treated equally and are given a reasonable opportunity to present their case at all stages of the proceedings.

22.5. The Arbitrator may dismiss a claim, counterclaim or application where a party, without sufficient cause:

- a) fails to pursue the proceedings diligently; or
- b) fails to comply with procedural directions or payment obligations.

22.6. Any matter not expressly provided for under these Rules shall be decided by the Arbitrator in a manner consistent with Applicable Law and the principles of fairness and natural justice.

23. ASSISTANCE IN TAKING EVIDENCE

23.1. The Arbitrator shall not be bound by the Code of Civil Procedure, 1908 or the Bharatiya Sakshya Adhiniyam, 2023, and may conduct the process of taking evidence in such manner as deemed appropriate, subject to Applicable Law.

23.2. The Arbitrator may, where considered necessary for effective adjudication:

- a) appoint an expert, commissioner or technical advisor to examine specific issues or evidence;
- b) direct inspection, verification or assessment of documents, data or subject matter of the dispute; or
- c) seek clarifications or additional material from the parties or witnesses.

23.3. Any expert or person appointed under Clause 23.2 shall submit a written or digital report, which shall be shared with the parties through the Platform, and the parties may be permitted to submit observations thereon within such time as directed by the Arbitrator.

23.4. The Arbitrator may permit or require witness statements, affidavits, interrogatories or clarifications to be submitted electronically, accompanied by appropriate self-certification or undertakings regarding authenticity and truthfulness.

23.5. At the request of a party and subject to Applicable Law, the Arbitrator may permit the party to seek assistance of a competent court for taking evidence. Jure Forum shall facilitate such process to the extent required.

23.6. Unless otherwise directed by the Arbitrator, all costs relating to experts, inspections or court assistance for evidence shall be borne by the party requesting such assistance, subject to final cost allocation in the award.

IX. FEES, COST AND PAYMENTS

24. FEES, COSTS AND DEPOSITS

- 24.1. All fees, costs and charges payable in connection with proceedings administered by Jure Forum, including administrative fees, platform fees and professional fees of Dispute Resolution Professionals, shall be determined in accordance with the fee structure prescribed by the Institution from time to time.
- 24.2. Unless otherwise agreed in writing, all fees shall be paid to the Institution, and no payments shall be made directly to any Dispute Resolution Professional.
- 24.3. The Institution may require the parties to deposit fees or costs in advance, in such manner and within such time as may be specified, as a condition for commencement or continuation of proceedings.
- 24.4. Fees paid shall ordinarily be non-refundable, except where proceedings are declined or terminated by the Institution prior to commencement, or as otherwise expressly provided under the applicable refund policy of the Institution.
- 24.5. In arbitration proceedings, the Arbitrator shall have the discretion to determine and apportion costs between the parties in the final award, including administrative costs, professional fees, expenses and any other costs incurred in relation to the proceedings, in accordance with Applicable Law.
- 24.6. All applicable taxes, statutory levies and out-of-pocket expenses shall be payable in addition to the prescribed fees, unless expressly stated otherwise

25. CONSEQUENCES OF NON- PAYMENT

- 25.1. Failure by any party to pay the prescribed fees, deposits or costs within the time stipulated by the Institution or the Arbitrator may result in suspension of the proceedings, in whole or in part.

- 25.2. Where the Claimant fails to make the required payment within the prescribed time, the Institution or the Arbitrator may close or terminate the proceedings without prejudice to the Claimant's right to re-initiate the proceedings, subject to Applicable Law and payment of applicable fees.
- 25.3. Where the Respondent fails to make the required payment, the Claimant may, at its option and subject to Applicable Law, make payment of the Respondent's share of fees, without prejudice to its right to seek reimbursement or appropriate relief in the proceedings.
- 25.4. In the event of continued non-payment by any party, the Arbitrator may proceed with the matter to the extent permitted by Applicable Law, including drawing adverse inferences, limiting participation, or passing appropriate orders.
- 25.5. The Institution shall not be responsible for any delay, suspension or termination of proceedings arising out of non-payment of fees or costs by any party.

X. AWARDS, RECORDS AND CONFIDENTIALITY

26. AWARD, INTEREST AND CORRECTIONS

- 26.1. The Arbitrator shall render the award in writing, stating the reasons upon which it is based, unless the parties have agreed otherwise or the award is a consent award, in accordance with Applicable Law.
- 26.2. The award may be final, interim, partial or on agreed terms, and shall be transmitted to the Institution for communication to the parties through the Platform or such other electronic means as may be adopted.
- 26.3. The Arbitrator may award interest on any sum awarded, at such rate and for such period as the Arbitrator considers appropriate, in accordance with Section 31(7) of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof.
- 26.4. The Arbitrator may, on its own initiative or upon a written request by a party made within the time prescribed under Applicable Law, correct any

clerical, typographical or computational errors in the award, or provide interpretation or additional awards, as permissible under law.

26.5. An award rendered under these Rules shall be final and binding on the parties, subject to any statutory remedies available under Applicable Law.

27. RECORDS, DATA RETENTION AND ACCESS

27.1. The Institution shall maintain electronic records of all proceedings administered under these Rules, including pleadings, communications, orders, awards and settlement agreements, in a secure digital environment.

27.2. Records shall ordinarily be retained for such period as may be prescribed by the Institution in accordance with Applicable Law and its internal data retention policies, unless a longer period is required pursuant to any ongoing legal proceedings or statutory requirement.

27.3. Parties to the proceedings may be granted access to records relating to their dispute through the Platform or upon written request to the Institution, subject to verification, applicable fees (if any), and compliance with confidentiality obligations.

27.4. Certified or authenticated copies of awards, settlement agreements or records may be issued by the Institution upon request and payment of applicable charges, in such form and manner as may be specified.

27.5. Except as required by law or directed by a competent court or authority, the Institution shall not disclose records or data relating to proceedings to any third party.

27.6. The Institution shall implement reasonable technical and organisational measures to protect the integrity, security and confidentiality of records maintained on the Platform.

28. CONFIDENTIALITY AND PRIVILEGE

28.1. All proceedings conducted under these Rules, including conciliation, mediation and arbitration, shall be confidential, and the parties, Dispute

Resolution Professionals, the Institution, Case Officers and all persons involved shall maintain strict confidentiality in relation thereto.

28.2. Confidentiality shall extend to all pleadings, documents, communications, submissions, evidence, orders, awards, settlement proposals and settlement agreements, whether exchanged orally, electronically or in writing, except where disclosure is required for enforcement, compliance with Applicable Law, or pursuant to an order of a competent court or authority.

28.3. Statements, admissions, proposals, views or concessions made by any party during conciliation or mediation proceedings shall not be relied upon, disclosed or introduced as evidence in any arbitration, judicial or other proceedings, except to the extent recorded in a duly executed settlement agreement.

28.4. Dispute Resolution Professionals shall not be summoned or compelled to testify or produce records relating to proceedings conducted under these Rules, except where disclosure is mandated by Applicable Law.

28.5. The obligations under this Clause shall survive the termination or conclusion of proceedings, irrespective of the outcome.

XI. LIABILITY AND LEGAL EFFECT

29. LIMITATION AND EXCLUSION OF LIABILITY

29.1. Neither the Institution, nor any Dispute Resolution Professional, Case Officer, employee, consultant, agent or authorised representative of the Institution shall be liable to any party for any act, omission, negligence or error committed in good faith in connection with any proceedings administered under these Rules.

29.2. No Dispute Resolution Professional, Case Officer or representative of the Institution shall be under any obligation to provide explanations, statements or testimony in respect of any proceedings conducted under these Rules, except as required by Applicable Law.

29.3. The Institution and Dispute Resolution Professionals shall not be made parties to any judicial, arbitral or other proceedings arising out of or in connection with proceedings administered under these Rules, except where mandated by law.

29.4. To the maximum extent permitted under Applicable Law, the total aggregate liability, if any, of the Institution in relation to any proceedings shall not exceed the fees actually received by the Institution in respect of such proceedings.

29.5. Nothing contained in these Rules shall exclude or limit liability to the extent such exclusion or limitation is prohibited under Applicable Law.

30. WAIVER, WITHDRAWAL AND STAMP DUTY

30.1. Any party who proceeds with proceedings under these Rules with knowledge that any provision or requirement of these Rules has not been complied with and fails to raise an objection without undue delay shall be deemed to have waived its right to object to such non-compliance.

30.2. A Claimant may withdraw a claim or reference at any stage of the proceedings by submitting a written request through the Platform or in such manner as may be prescribed by the Institution.

30.3. Withdrawal of a claim shall not entitle the withdrawing party to a refund of fees already incurred, except as may be expressly provided under the Institution's applicable pricing and refund policy.

30.4. Where a counterclaim has been filed, withdrawal of the principal claim shall not automatically result in withdrawal or termination of the counterclaim, unless the counterclaimant expressly withdraws the same.

30.5. Stamp duty, registration charges and any other statutory levies applicable to awards, settlement agreements or related instruments shall be borne by the parties in accordance with the Applicable Law, unless otherwise directed by the Dispute Resolution Professional.

30.6. The Dispute Resolution Professional may, where permitted under Applicable Law and upon request of the parties, apportion stamp duty or

related statutory costs between the parties and record such apportionment in the award or settlement agreement.

XII. MISCELLANEOUS

31. GOVERNING LAW AND JURISDICTION

- 31.1. These Rules, and all proceedings administered by the Institution under these Rules, shall be governed by and construed in accordance with the laws of India.
- 31.2. Subject to the provisions of the Arbitration and Conciliation Act, 1996 and the Mediation Act, 2023, the courts having territorial jurisdiction at the seat of arbitration, as determined in accordance with these Rules or by the Dispute Resolution Professional, shall have exclusive jurisdiction over all matters arising out of or in connection with the proceedings administered by the Institution.
- 31.3. Nothing contained in these Rules shall limit or affect the right of any party to seek interim or other relief from a competent court or authority, to the extent permitted under Applicable Law.
- 31.4. In the case of international commercial arbitration administered by the Institution, the governing law and jurisdiction shall be determined in accordance with the agreement between the parties and the Applicable Law, failing which the Dispute Resolution Professional shall determine the same in accordance with the Arbitration and Conciliation Act, 1996.

32. RESIDUAL POWERS AND MISCELLANEOUS PROVISIONS

- 32.1. Any matter not expressly provided for under these Rules shall be determined by the Dispute Resolution Professional, in consultation with the Institution where necessary, in a manner consistent with Applicable Law, principles of natural justice and the objectives of fair, efficient and expeditious dispute resolution.

- 32.2. The Dispute Resolution Professional shall have the residual authority to issue such procedural directions, orders or clarifications as may be required for the effective conduct of proceedings, provided that the parties are afforded equal opportunity and procedural fairness.
- 32.3. The Institution may issue administrative guidelines, practice notes or procedural advisories from time to time to supplement these Rules, and such instruments shall be binding to the extent they are not inconsistent with Applicable Law or these Rules.
- 32.4. Headings used in these Rules are for convenience only and shall not affect the interpretation or construction of any provision.
- 32.5. If any provision of these Rules is held to be invalid, illegal or unenforceable by a competent court or authority, such provision shall be severed and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted under Applicable Law.
- 32.6. These Rules constitute the complete procedural framework governing proceedings administered by the Institution, subject to Applicable Law and any express agreement between the parties.

EFFECTIVE DATE: 20/01/2026

LAST REVISED ON: 06/02/2026
