

MODEL CLAUSE

CIAC MODEL ARBITRATION CLAUSE

In drawing up contracts, we recommend that parties include the following arbitration clause in their agreement for Institutional Arbitration through Construction Industry Arbitration Council (CIAC) which is approved & notified Arbitral Institution by the Department of Justice, Ministry of Law & Justice, Govt. of India.

“All and any dispute arising out of or in connection with this contract, what-so-ever arising between the parties relating to the construction, meaning, scope, operation or effect of the contract or its existence, validity or termination, shall be referred to and finally resolved through Alternative Dispute Resolution (ADR) i.e. Mediation, Conciliation or/and Arbitration as Institutional Arbitration - On-Line or Conventional Method in India/ Foreign country in accordance with the Arbitration Rules of the Construction Industry Arbitration Council 2013 with Amendments upto December, 2015 or onward ("here in after called CIAC -Arbitration Rules-2013") in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause, and the award made in pursuance thereof shall be binding on the parties”

* Choose as appropriate - If the matter is domestic (between Indian parties) then New Delhi or any other place in India can be chosen. If the matter is International (between an Indian party and foreign party or between two foreign parties) then any country as per agreement or as decided by the chairman of CIAC.

Parties may have to consider adding the followings.

- (i) The number of Arbitrator (s)/conciliator(s) shall be..... (State an odd number).
- (ii) The language of the arbitration/ conciliation shall be English.
- (iii) Specific qualifications of the arbitrator(s) / conciliator(s) including Technical qualifications & Experience.

Governing Law Clause

The governing law clause should be drafted under legal advice. The following are sample model clauses:

- I. Where the place of arbitration is New Delhi or any other city in India: -

“This contract is governed by the laws of India.”

- II. Where the place of arbitration is International: -

“This contract is governed by the laws of the country as laid down in the agreement or as decided by the Chairman, CIAC.”

RECOMMENDED ARBITRATION AGREEMENT

Parties to an existing dispute, who have not included a CIAC arbitration clause for Institutional Arbitration, through Alternate Dispute Resolution (ADR) i.e. Mediation, Conciliation or/and Arbitration - Online or Conventional Method in India/Foreign Country in their underlying contract may agree to refer the dispute to Construction Industry Arbitration Council (CIAC) for Institutional Arbitration under CIAC Arbitration Rules (applicable at the time of commencement of Arbitration) in the following terms:

We, _____, the undersigned, hereby agree that all disputes and differences arising under, out of, or in connection with the following contract:

[Brief description of the contract under which the disputes have arisen or may arise]

Be referred to and finally resolved by arbitration in [India/Foreign Country] in accordance with the Arbitration Rules of the Construction Industry Arbitration Council ("CIAC Arbitration Rules") in force at the commencement of the arbitration."

The Tribunal shall consist of _____* arbitrator(s) to be appointed by the Chairman of the Construction Industry Arbitration Council.

* Choose as appropriate - If the matter is domestic (between Indian parties) then New Delhi or any other place in India can be chosen. If the matter is international (between an Indian party and foreign party or between two foreign parties) then the country as per agreement of the parties is to be chosen or as decided by the Chairman.

Parties may consider adding the followings.

- (i) The number of Arbitrator (s)/conciliator(s) shall be..... (state an odd number).
- (ii) The language of the arbitration/ conciliation shall be English.
- (iii) Specific qualifications of the arbitrator(s) / conciliator(s) including Technical qualifications & Experience.

This Agreement has been signed this the _____ day of _____ 2017 _____ at _____ by:

Party No.1

_____ for and on behalf of _____
(Name and Address of the Party to be given) and duly signed by the authorized person.

Party No.2

_____ for and on behalf of _____
(Name and Address of the Party to be given) and duly signed by the authorized person.

Signature _____
Party No. 2

Signature _____
Party No. 1