



AD IDEM

**The Dispute Resolution Center
of the Indo-Italian Chamber**

Bi-lateral mediation & arbitration Chamber





Why an International Arbitration?

- The globalization of international cross-border investment and trade has led to increased and ever more complex relationships between businesses, investors and States
- The risk of complaints, litigation and dispute is increasing
- The current default system of international commercial litigation does not meet the needs of contemporary cross-border trade and investment.
- Parties need to consider (preferably at the outset of the relationship) faster means of resolving any disputes (this is particularly important for SMEs).
- Bilateral Arbitration Chambers are a solution that would enable more efficient, more expert, more neutral, more objective, and fairer dispute resolution.
- BACs would enhance international trade and investment, access to justice and the rule of law in international commercial settings





Dispute resolution options for foreign companies in India

- The Indian judiciary is vast at some 17,000 judges, and while it boasts many professional and diligent judges, the system is under strain.
- Almost 24 million cases currently pending in the system
- The Courts are understaffed, meaning bottlenecks and delays are endemic.
- Depending on the court, commercial cases may take in the region of 5, 10 or 15 years to reach judgment.

The arbitration landscape – an emerging independence

- a) International commercial arbitration – Foreign seated
- b) International arbitration- India seated



The needs for International Mediation and Arbitration?

| ISSUE | DESCRIPTION |
|--|--|
| Lack of Neutrality | Many international commercial disputes are, by default, resolved by litigation in national courts. However, commercial parties frequently doubt that national courts, particularly the courts of the jurisdiction of their counterparty, will render an unbiased and competent decision. In many instances, well documented concerns about corruption and the integrity of national courts further erode confidence in cross-border litigation |
| Lack of Experience and Expertise | International commercial disputes are often complex and many such disputes arise in specialized sectors, with complex business customs and technical issues (e.g., oil and gas disputes; M&A disputes) |
| Risk of Parallel or Multiple Litigation | Cross-border disputes often lead to litigation in multiple fora – the place of performance, the jurisdiction of the counter-party, the enterprises' own national courts and jurisdictions where the counter-party has assets for enforcement – with each proceeding potentially involving multiple appellate levels. |



The needs for International Mediation and Arbitration?

| ISSUE | DESCRIPTION |
|---|---|
| Cost and Time to Resolve Disputes | <p>Multiple parallel proceedings in cross-border disputes also leads to prohibitive costs and delays.</p> <p>Parties often have to “layer” counsel, first engaging local counsel and then appointing foreign counsel in each of the various relevant jurisdictions.</p> <p>Enforcement of judgments often requires multiple sets of lawyers in different jurisdictions. Litigation is often slow, with proceedings taking many years to conclude before being subject to even lengthier delays for appellate review and enforcement</p> |
| Obstacles to Enforceability of Judgments | <p>Different jurisdictions apply different rules (often uncertain national rules) when enforcing foreign judgments and forum selection clauses. Assuming the parties obtain a judgment from a national court, it is often difficult or impossible for the judgment to be enforced abroad, in particular in jurisdictions where the defendant has assets. Even where enforcement is possible, the process is invariably slow</p> |
| Uncertainty and Unpredictability | <p>The factors outlined above introduce a significant degree of uncertainty and unpredictability, which in turn has a chilling effect on international business. These risks drive up the costs of international commerce and may prevent many potential participants from expanding internationally</p> |



AD IDEM

The Dispute Resolution Center
of the Indo-Italian Chamber

Ad Idem is a latin adverb commonly used in the legal language

It means: “in agreement”: the parties were at idem

An Italic name to identify a contemporary bilateral mediation and arbitration Chamber



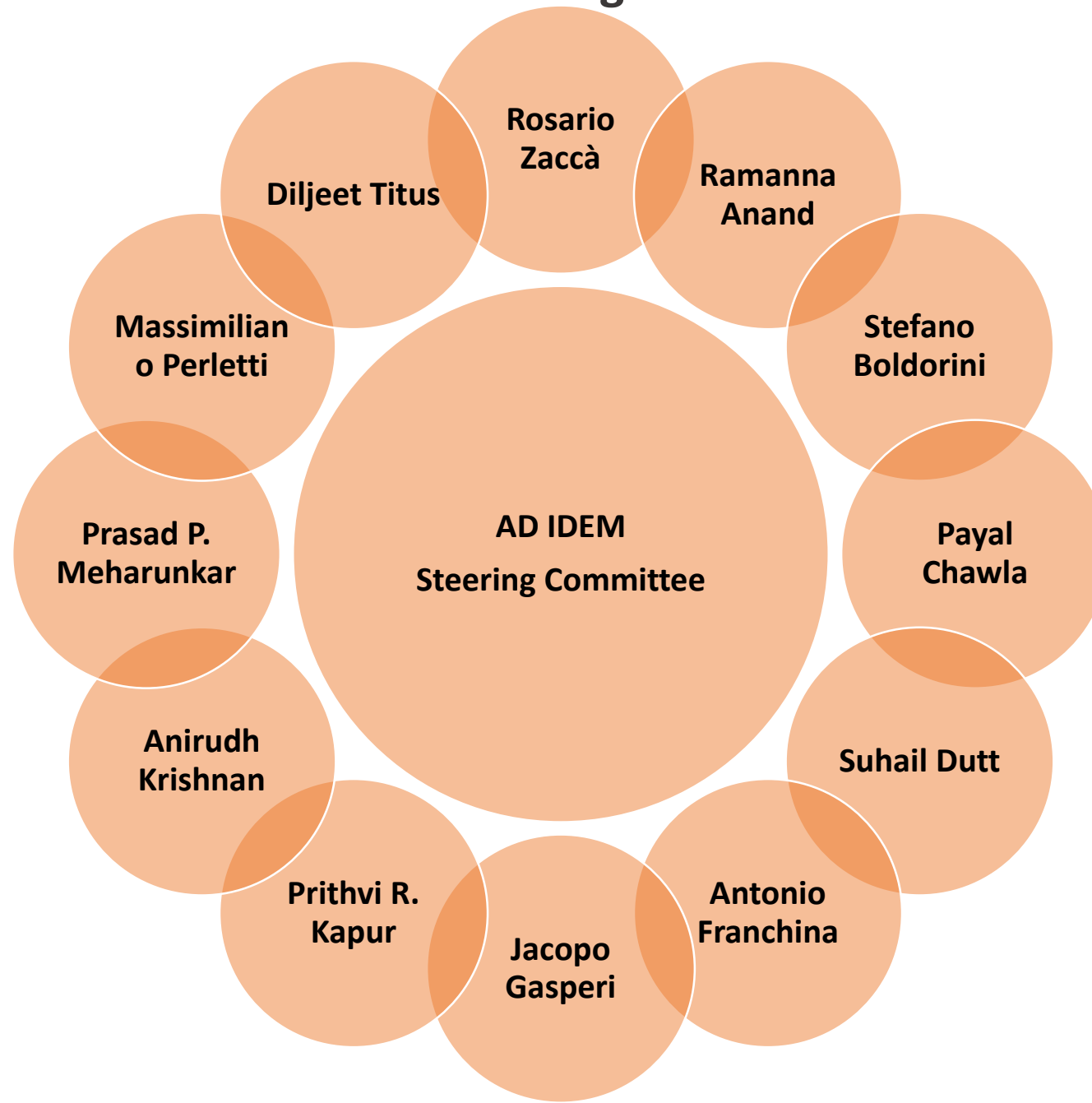
Background of the initiative

- The bi-lateral relationship between Indian and Italian companies have been consistently growing over the last decade
- Several Italian and Indian members highlighted the difficulties in finding out satisfactory solution in their commercial and investment related disputes
- Several members have given important input to work out a solution to solve this problem
- IBF (Indian Business Forum), informal association of lawyers based in Milan, conducted a study to outline the idea of a setting a bilateral arbitration chamber.
- Rosario Zaccà, active IICCI Board member and partner of one of the largest Italian Law firm (Gianni Origoni and Partners) suggested the idea of establishing a bilateral arbitration chamber within the Indo Italian Chamber of Commerce based on the IBF preliminary work.
- The idea has been supported by the IICCI Board and a Steering Committee has been established
- Members of the Steering Committee have been selected according to their education (law), work experience (they are all lawyers) and deep knowledge in the field of International arbitration and balancing Indian and Italian experts
- The Steering Committee has been assigned the task of preparing and developing the regulatory and administrative framework of an innovative bilateral mediation and arbitration chamber taking into consideration both the Italian and the Indian laws regarding arbitration.

ON 26TH SEPTEMBER 2019 THE IICCI BOARD APPROVED THE REGULATION AND ADMINISTRATIVE DOCUMENTS FOR ESTABLISHING AN INDO ITALIAN DISPUTE RESOLUTION CHAMBER.



AD IDEM Steering Committee





AD IDEM Steering Committee

| Rosario Zaccà | Specialises in corporate and commercial law, merger & acquisitions and private equity, he has been with the firm since 1994 |
|--------------------------|---|
| Ramanna Anand | Entrepreneur - more than 50yr in Industry and trade, intensive practical training with leading European manufacturers of machinery. |
| Stefano Boldorini | Entrepreneur and Business Consultant for market strategies and internationalization of enterprises, working since 1996 |
| Payal Chawla | Handled legal work for 11 Asian jurisdictions, she is among the premier corporate lawyers in the country, specializes in the areas of mergers, acquisitions ,litigation and arbitration |
| Suhail Dutt | Enrolled as an advocate in 1985, designated as senior advocates by Delhi High Court in Jan 2011, have a varied and vast experience of 33 years in civil, commercial & corporate law and arbitration |
| Antonio Franchina | Attorney at law, he is founder partner of the law firm Studio Legale Franchina & Associati, specialized in Civil law, commercial law, Employment & Labour law |
| Jacopo Gasperi | Advocate, working with Titus & Co, having 14 yr. of experience in international contracts & internationalisation of Italian companies |



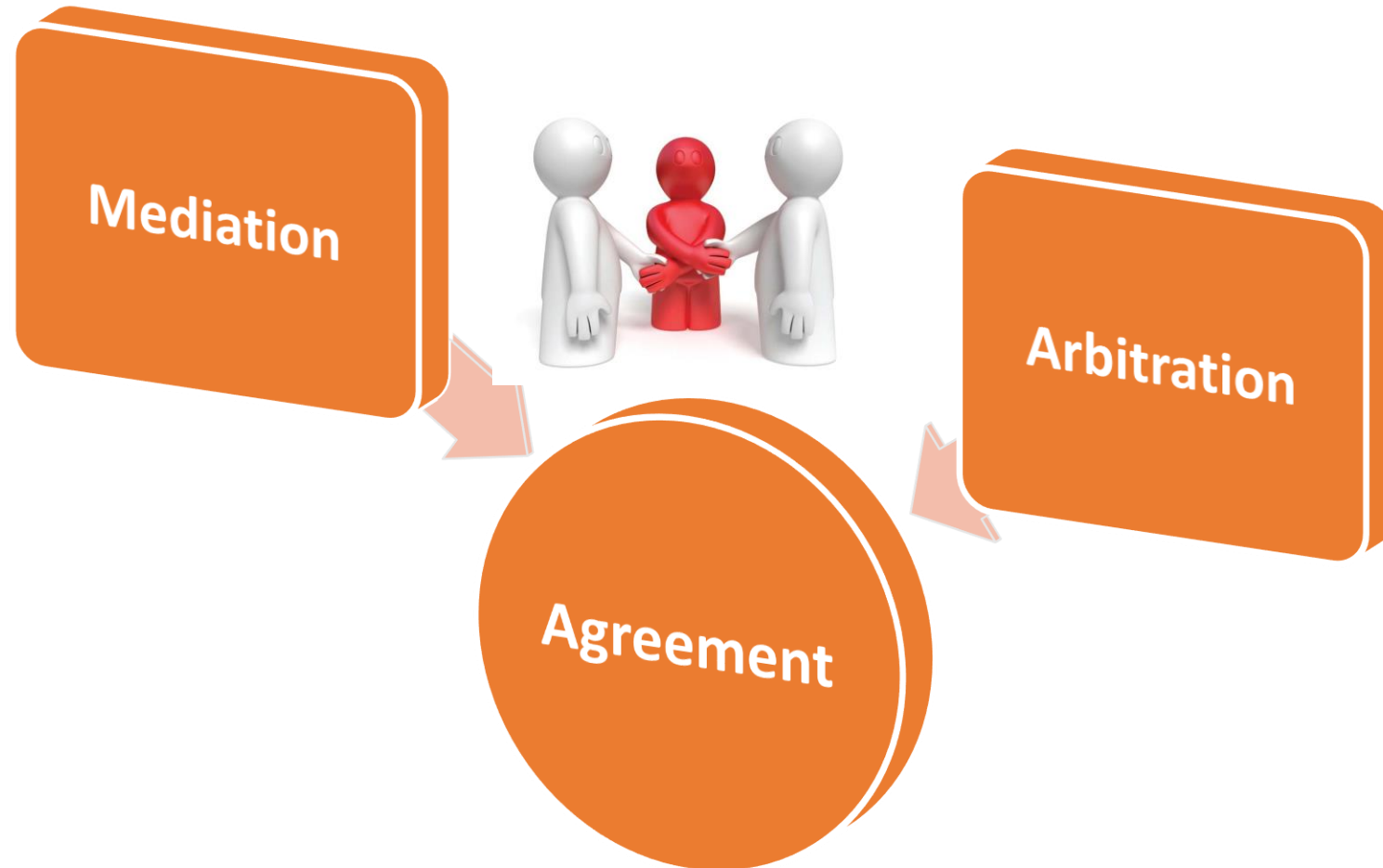
AD IDEM Steering Committee

| Prithvi R. Kapur | Counsel SKAA advocates & Solicitors, Specialises in commercial Arbitration ,investment arbitration and commercial dispute resolution |
|------------------------------|--|
| Anirudh Krishnan | Arbitration Specialist at AK law Chambers, Area of Practice: litigation & Dispute Resolution |
| Prasad P. Meharunkar | Country head of Italy at TCS, has been with TCS since 1993, with over 25 yr. of experience in various part of the world |
| Massimiliano Perletti | Attorney at law, co founder of Rodl & Partner Milan since 1998,experience in important law firms in France, England and Germany |
| Diljeet Titus | Admitted to Bar Council in 1989, Founder & Managing Partner Titus & co since 1997, active practice in public international law, litigation, alternative dispute resolution, corporate and commercial advisory. |
| Gianni Vettorello | Co-Head of the banking & finance department based in DWF's Milan, he is considered as a high rated expert in general Italian legal banking & financial matters. |



Ad Idem

Two services



One goal: resolving disputes



Two services: Mediation & Arbitration

| Comparison | Mediation | Arbitration |
|------------------------------|--|---|
| Meaning | Process of resolving disputes wherein an independent third party, assist the parties involved in arriving at solution, agreeable to all. | Arbitration is a substitute of public trial, with no need of going court, wherein an independent third party analyses the entire situation and makes a decision binding on the parties. |
| Nature | Collaborative | Adversarial |
| Process | Informal | Formal |
| Role of expert | Facilitator | Judge |
| Number of expert | One | One or more |
| Private communication | Meeting between the parties concerned and the counsel takes place jointly and separately. | Only evidentiary hearings, no private meetings with the arbitrator. |
| Control over outcome | Parties | Arbitrator |
| Basis of outcome | Needs, rights and interest of parties | Facts and evidences |
| Outcome | May or may not be reached. | Definitely reached. |
| Decision | The mediator does not pass any judgement, but makes settlement only with the approval of parties. | The decision of the arbitrator is final and binding upon the parties. |



Why the IICCI is the natural institution for AD IDEM?

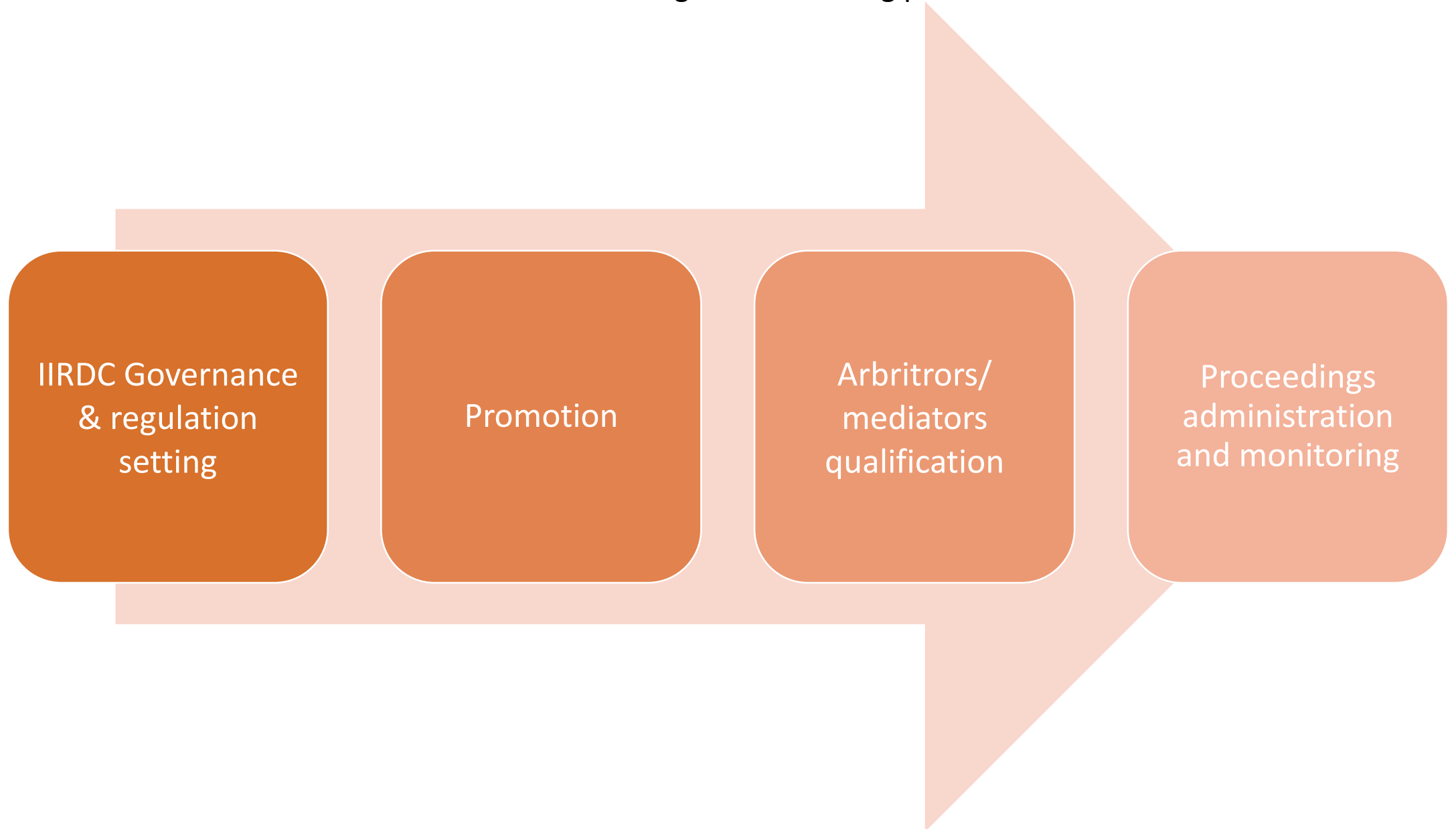


- The Indo-Italian Chamber of Commerce, established in 1966, is a private no for profit association registered in India under Section 25 and recognized by the Italian Ministry of Economic Development.
- The IICCI is an association of Indian and Italian enterprises, professional and intermediate bodies with the mission of supporting the establishment and development of industrial and commercial collaborations between India and Italy
- The IICCI (more than 1050 members including Italian and Indian companies, associations, individual) is the natural institution to support companies in finding out a solution to their commercial disputes.
- The IICCI is member of Assocamerestero, Italian Association representing 79 Italian Chambers of Commerce abroad in 54 countries.
- A bilateral association is the natural institution to host a bilateral dispute resolution Chamber by providing all interested parties with:
 - Impartiality
 - Integrity
 - Confidentiality
 - Transparency



The role of the IICCI

The IICCI manages the following processes:





AD IDEM

Indo Italian Dispute Resolution Chamber

Mediation

The rules of Commercial Mediation of
AD IDEM

(Indo Italian Dispute resolution chamber)
promoted by the Indo-Italian Chamber Of
Commerce And Industry
(October 2019)

Arbitration

Arbitration Rules of
AD IDEM

(Indo Italian Dispute Resolution Chamber)
promoted by the Indo-Italian Chamber Of
Commerce And Industry
(October 2019)

References:

The arbitration rules - UNCITRAL (United Nations Commission on Trade Law)

The arbitration and conciliation act (9 august 2019) – Ministry of law and justice of India

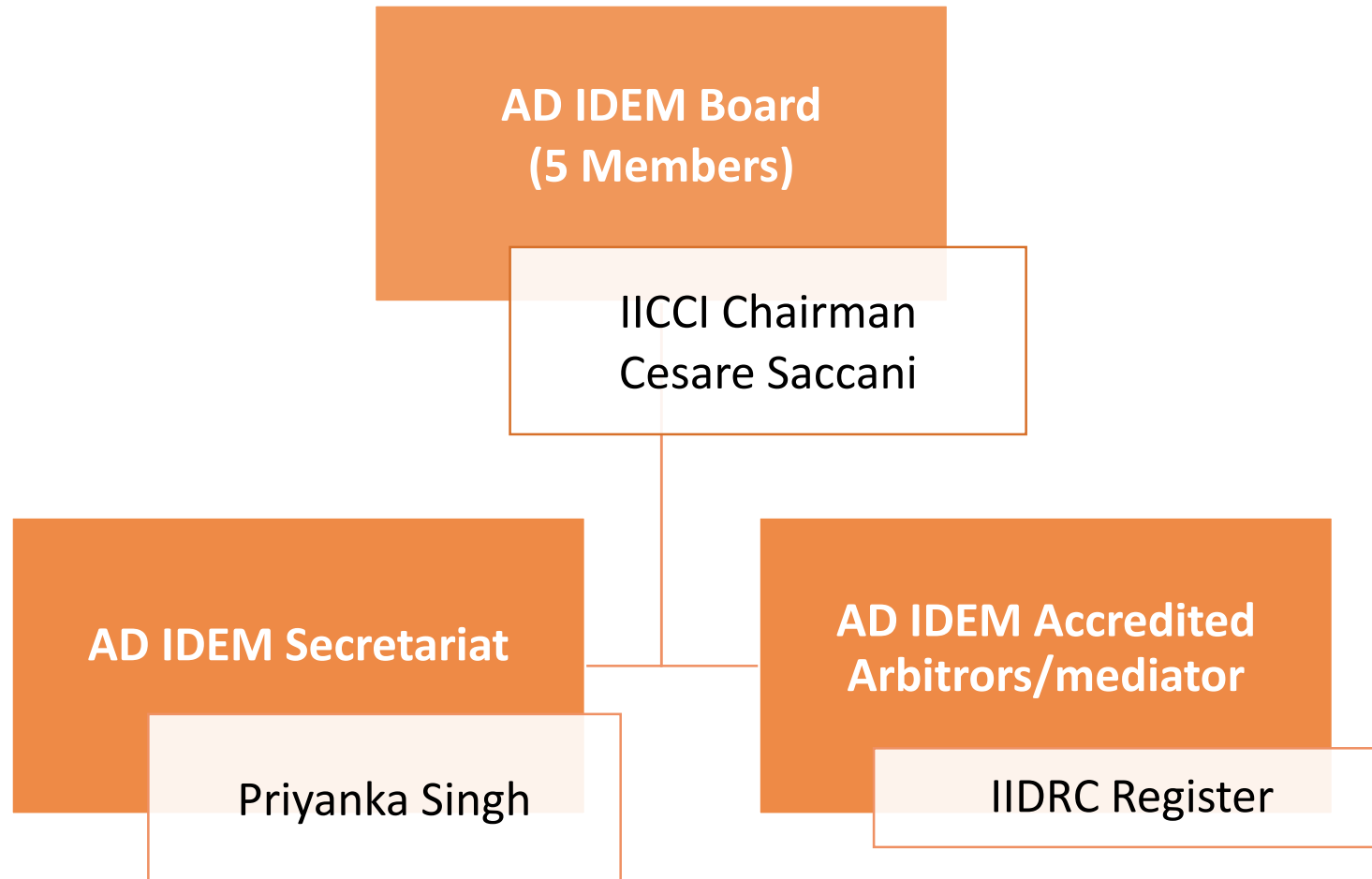
D.LgsI.40/2006 Codice di procedura civile – Modifiche in materia di arbitrato – Ministry of Justice of Italy



AD IDEM Governance

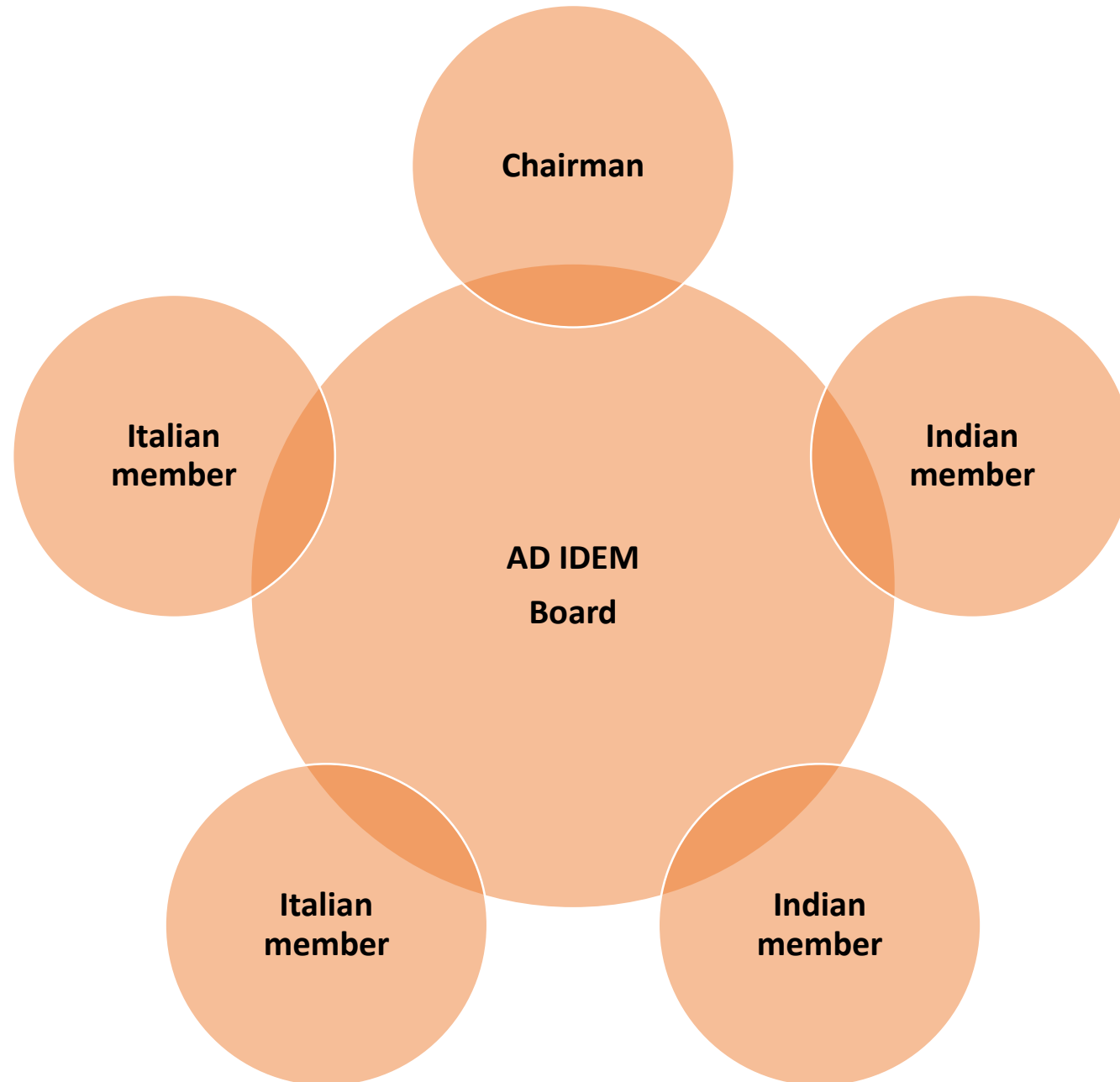
Scope: to ensure the compliance of the AD IDEM regulation with the applicable arbitration laws in Italy and India and to provide all interested parties with confidence that mediation/arbitration proceedings ensure competence, integrity, impartiality and confidentiality

AD IDEM roles





AD IDEM Board





Scope: to create awareness of the fundamental role of mediation and arbitration as a solution that would enable more efficient, more expert, more neutral, more objective, and more fair dispute resolution

AD IDEM roles

☐ *Digital communication*

WEB Site ([www.....](http://www.adidem.it)), Newsletter, Blog, Social groups

☐ *Printed materials*

Brochures, FAQ, Papers, etc.

☐ *Studies and research*

Dissemination of the culture of arbitration, mediation and other alternative forms of dispute resolution, concerning domestic and international economic relationships.

☐ *Awareness programs and events*

Roadshows and events to present AD IDEM and create awareness of the role and benefits of mediation/arbitration to resolve international disputes.

☐ *Training*

AD IDEM achieves the goal of providing all interested parties with a practical approach starting from the daily practice in the management of arbitration and mediation by providing training courses.



Arbitrators / Mediators qualification

Scope: to ensure competence, integrity and impartiality of arbitrators/mediators by creating and managing a publicly available register of AD IDEM accredited arbitrators and mediators

Competence map definition

AD IDEM Board has established the skills (education, work experience, mediation/arbitration experience) required to be accredited

Reception of application

The Applicant sends the application documents to the AD IDEM General Secretariat along with the evidences required.

Evaluation and accreditation

The application is evaluated by the AD IDEM Board and, once the decision is taken, an official communication is sent to the applicant.

Register's publication

The register of accredited arbitrators/mediators is publicly available in the AD IDEM Section of the IICCI Web site.

The list of mediator contains a significant representation of women

AD IDEM roles

Only accredited Mediators and Arbitrators can be appointed to resolve a dispute under AD IDEM



Proceedings administration and monitoring

Scope: to ensure impartiality, confidentiality and effectiveness to mediation/arbitration by providing administrative support and suitable facilities wherever the Parties wish to negotiate the dispute

AD IDEM roles

☐ **Registration**

Reception of Demand for Mediation or Arbitration by a Party (the applicant). The other Party (the respondent) is notified by the AD IDEM General Secretariat and a deadline is set for a response.

☐ **Mediator / Arbitrator appointment**

AD IDEM officially appoints the mediator / Arbitrator chosen by the Partie among the list of accredited Mediators/ Arbitrator.

☐ **Logistic**

AD IDEM provides the interested parties with comfortable facilities and other services facilitating the dispute resolution

☐ **Certificate of settlement**

AD IDEM issues to the Parties a certificate attesting the positive conclusion of the settlement.

Comfortable and friendly facilities help create a positive climate for resolving disputes.

VIVITALIA Mumbai will be the AD IDEM preferred facility





DISPUTE RESOLUTION WITHIN 18 MONTHS (AS PER INDIAN LAW)

- The amendments to the Arbitration and Conciliation Act (Amendments) Act, 2019, sets the time period for the delivery of the award by the Arbitral Tribunal: 12 months from the date of competition of pleadings.
- The pleadings, per the amendments to the Arbitration and Conciliation Act (Amendments) Act, 2019, are required to be completed within 6 months from the date of appointment of arbitrator.
- A definite time period for the IIDRC to constitute the Arbitral Tribunal





Certificate of settlement

1. Unless otherwise agreed by the parties in writing, a settlement agreement is deemed to be reached only upon signature by the relevant parties.
2. the AD IDEM Secretariat may issue certified copies of the settlement agreement to the parties.
3. AD IDEM Secretariat may provide the parties with a certificate of authenticity of the settlement agreement (duly signed by the Chairman).



**SETTLEMENT AGREEMENT
CERTIFICATE**

Parties
XXXX YYYYY

Date
The Chairman

Certificate template to be prepared



Mediation/Arbitration Fees: no hidden costs

Fees charged to the parties for a mediation/arbitration depend on the amount of the dispute

| | MEDIATION | | ARBITRATION | | |
|------------------------------|--------------------|--------------|--------------------|-------------------------------|------------------------------|
| DISPUTE AMOUNT | Administration FEE | Mediator FEE | Administration FEE | Sole Arbitrator/ Chairman Fee | Individual Co-Arbitrator Fee |
| 0-50.000,00 | € 560,00 | € 2.400,00 | € 800,00 | € 4.000,00 | € 3.000,00 |
| 50.000,01-100.000,00 | € 840,00 | € 3.400,00 | € 1.200,00 | € 6.000,00 | € 4.500,00 |
| 100.000,01 - 200.000,00 | € 1.260,00 | € 4.400,00 | € 1.800,00 | € 6.600,00 | € 4.950,00 |
| 200.000,01 - 400.000,00 | € 1.400,00 | € 5.200,00 | € 2.160,00 | € 7.920,00 | € 5.940,00 |
| 400.000,01 - 600.000,00 | € 1.765,00 | € 6.000,00 | € 2.808,00 | € 9.504,00 | € 7.128,00 |
| 600.000,01 - 800.000,00 | € 2.550,00 | € 7.500,00 | € 3.931,20 | € 11.404,80 | € 8.553,60 |
| 800.000,01 - 1.000.000,00 | € 3.830,00 | € 9.500,00 | € 5.896,80 | € 14.826,24 | € 11.119,68 |
| 1.000.000,01 - 1.500.000,00 | € 4.770,00 | € 12.000,00 | € 7.665,84 | € 20.756,74 | € 15.567,55 |
| 1.500.000, 01 - 3.000.000,00 | € 6.050,00 | € 15.500,00 | € 11.498,76 | € 24.908,08 | € 18.681,06 |
| 3.000.000,01 - 6.000.000,00 | € 9.580,00 | € 21.000,00 | € 18.398,02 | € 37.362,12 | € 28.021,59 |
| 6.000.000,01 - 12.000.000,01 | €16.890,00 | € 35.000,00 | € 31.276,63 | € 59.779,40 | € 44.834,55 |

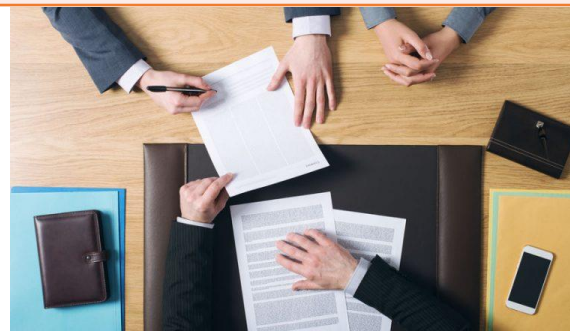
All fees charged to the parties for a mediation/arbitration procedure are publicly available.

To promote the use of mediation/arbitration the IICCI has approved lower fees in comparison with other internationally recognized Arbitration Chambers



Benefits

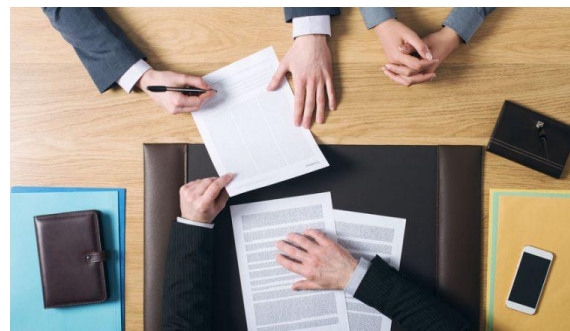
| ISSUE | DESCRIPTION |
|---------------------|--|
| Impartiality | The IICCI and the AD IDEM procedures provide all the interested parties with confidence that the mediation/arbitration are managed without any kind of bias or potential conflict of interest. Specific provision are set to ensure that the parties appoint mediators without any potential bias. The behavior of mediators/arbitrators is monitored |
| Competence | Mediators/Arbitrators are accredited for their deep knowledge of both the Italian and Indian regulatory framework and practice. Their competence is verified during the accreditation process. AD IDEM provides the parties with relevant information to evaluate the specific competences of a mediator/arbitrator in the field of the dispute. Disputes will be handled at a reduced cost in a more expert and efficient fashion. |
| Flexibility | The Parties are free to chose the Mediator/Arbitrators (among those accredited and included in the AD IDEM register), the seat of the arbitration, the language of the proceedings (Italian or English), the rules applicable to the proceedings and to the merit of the dispute. |





Benefits

| ISSUE | DESCRIPTION |
|----------------------------|--|
| Confidentiality | The IICCI and the AD IDEM procedure ensure that confidentiality of every document delivered by each Party to the General Secretariat. AD IDEM may publish the award in a format according to the Arbitration Rules and Guidelines drawn up by AD IDEM itself. |
| Rapidity | The Mediation and the Arbitration procedures are laid down to ensure that the final resolution of each dispute is achieved in reasonable time. |
| Reduced legal costs | All fees charged for resolving a dispute are fixed and publicly available. No hidden costs. AD IDEM allows companies to avoid the appointment of local counsel and then foreign counsel in each jurisdiction. The decision taken at the end of the Mediation or Arbitration procedure is final and enforceable. The procedure does not admit further delays for appellate review and further delays for enforcement. |





Standard mediation and arbitration clause

It is always preferable to insert a clause in contracts, in order to use Arbitration & mediation as a way to resolve disputes. That is why we suggest the following Standard Arbitration & Mediation Clause.

Clause.. : Any dispute arising out of or relating to this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally settled under the Rules of Mediation and or Arbitration, which are deemed to be incorporated by reference into this clause, by one or more arbitrators appointed in accordance with said rules.

Parties agree to submit all disputes arising in connection with this agreement to the Mediation & Arbitration attempt managed by AD IDEM, the Indo-Italian Dispute Resolution Chamber established by the Indo Italian Chamber of Commerce at Mumbai to solve the dispute with an agreement in accordance with the Rules adopted by the same IICCI AD IDEM

In the clause, parties can also agree on:

- the law applicable to the merits of the dispute
- the seat of the arbitration;
- the language of the arbitration.

These are all of great importance in case the dispute involves parties with different nationalities or legal seats as well as in case where a relevant part of the agreement must be performed in a foreign country.





If the mediation / arbitration clause is not written?

If the clause is not written in the existing contracts?

The Parties may agree AT ANY TIME, to prepare and sign an addendum including a clause superseding to any clause in the existing contract addressing the dispute resolution to a Court and specifying the reference to the mediation and arbitration provided by AD IDEM, a service provided by the Indo Italian Chamber of Commerce.

The text of such amendment is publicly available in the AD IDEM web site at [www.....](http://www.adidem.com)



Thank You

For more information : www.indiaitaly.com

Contact person:

Priyanka Singh (AD IDEM Secretariat) p.singh@indiaitaly.com



- Section 1 – Preliminary rules
 - article 1- Scope of application
 - article 2- notice and calculation of periods of time
- Section II- Notice of Arbitration
 - article 3- Notice of arbitration
 - article 5 – Representation and assistance
 - article 4- response to the notice of arbitration
 - article 6- appointing authority and list of arbitrators
- Section III- Composition of the Arbitral tribunal
 - article 7 – number of arbitrators
 - article 8- sole arbitrator
 - article 9 –three arbitrators panel
 - article 10 – Multiple parties





- Section IV – Disclosure and Challenge of Arbitrators
 - article 11- Disclosure
 - article 12- Challenge
 - article 13- Procedure
 - article 14 – Replacement of the arbitrators
 - article 15 – Repetition of hearings in case of replacement of an arbitrator
 - article 16 –exclusion of liability
- Section V- Arbitral proceedings
 - article 17- General provisions and terms of reference
 - article 18- place of arbitration
 - article 19 – language
 - article 20 – statement of claim
 - article 21 – statement of defense



Arbitration Rules

- article 22- amendments to the claim or defence
- article 23- plea as to the jurisdiction of the arbitral tribunal
- article 24- further written statements
- article 25- Periods of time
- article 26 - emergency arbitrator
- article 27-interim measures
- article 28- evidence
- article 29 – hearings
- article 30- experts appointed by the arbitral tribunal
- article 31- default
- article 32-closure of hearing
- article 33- timeout
- article 34- waiver of the right to object



- Section VI – The Award
 - article 35- Decisions
 - article 36- form and effect of the award
 - article 37- applicable law, amiable compositeur
 - article 38 –settlement or other grounds for termination
 - article 39 – interpretation and correction of the award
 - article 40 – additional award
- Section VII- Costs
 - article 41- Definition of costs
 - article 42- fees and expenses of arbitrators
 - article 43 –allocation of costs
 - article 44 – deposit of costs



Requirements for filing an application:

The essential pre-conditions to be satisfied before an application for appointment of arbitrator by Court is filed are:

- (i) there exists an arbitration clause in the contract
- (ii) the party filing the application is privy to the arbitration agreement
- (iii) there exists a dispute between the parties in relation to the contract containing the arbitration agreement.
- (iv) notice invoking the arbitration clause has been issued and received by the other party
- (v) in a multi-tier arbitration agreement, the steps preceding invocation of the arbitration agreement has been complied with.

In dealing with an application for filing an arbitration agreement, the Court must satisfy itself about the existence of a written agreement which is valid and subsisting and which has been executed before the institution of any suit.



The Contractual Clause

- **Seat of arbitration**: The clause should specify the seat, or place, of the arbitration. The seat of the arbitration will determine the procedural rules which govern the arbitration. When thinking about what location to choose, consider how supportive of the process the national courts at the seat
- **Number of arbitrator**: An arbitral tribunal can have one or three arbitrators. Parties should consider whether the value of the contract and of any potential disputes justifies the selection of three arbitrators, which will be more expensive. Coordinating space in three arbitrators' diaries will also take more time,
- **Language of arbitration**:





- **Institutional or ad hoc**: Parties should consider whether they want their arbitration to be administered and supervised by a recognized arbitral institution or whether they want an ad hoc procedure. If you use an ad hoc procedure you can still use a set of institutional rules or agree your own rules and procedures.
- **Governing law of arbitration agreement**: Usually, but not necessarily, this will be the same as the law of the substantive contract. Often the arbitration agreement will consist of a clause or clauses within the substantive contract, and will be governed by the law specified within that contract.
- **Selecting and replacing arbitrators**: If the parties agree to have a tribunal of three arbitrators, the usual process is for each side to nominate an arbitrator and for those two arbitrators then to nominate a presiding arbitrator. In the case of an institutional arbitration, the chosen institution may nominate the presiding arbitrator.
- **Authority to sign arbitration agreement**: Check that the person signing the arbitration agreement – which, in many cases, will be the main contract containing the arbitration clause within it – has authority to enter into arbitration agreements.



Arbitration Process works

Filing and Initiation: An arbitration case begins when one party submits a Demand for Arbitration. The other party (the respondent) is notified by and a deadline is set for a response.

Arbitrator Selection: the parties to identify and select an arbitration based on the criteria determined by the parties.

Preliminary Hearing: The arbitrator conducts a preliminary hearing with the parties, to discuss the issues in the case and procedural matters, such as witnesses, depositions, sharing information, and other matters.

Information Exchange and Preparation: The parties then prepare for presentations and exchange information.

Hearings: At the hearing, both parties may present testimony and evidence to the arbitrator.

The Award: Finally, the arbitrator closes the record on the case and issues a decision, including an award, if applicable.





An arbitrator reviews testimony and evidence presented by the disputed parties at a hearing and resolves the dispute by issuing a decision that may include an award of money. the decision-maker and 'referee' in an arbitration proceeding, much like a judge during court litigation. The arbitrator is bound by the rules outlined in the parties' arbitration agreement.

Qualification of an Arbitrator:

- a)Confidence of parties
 - b)Impartiality
 - c)Technical and legal qualification
 - d)Should be able to enter into a contract
- vis-à-vis adjudication of the arbitration agreement

Appointment of Arbitrators:

- a)Appointment by parties
- b)Appointment by court





Powers of Arbitrator

An arbitrator is empowered to make an award ,which is binding on the parties.

The power of arbitrator is outlined as follow:

- Power to make awards
- Power to rule on its jurisdiction
- Power to pass interim relief
- Power to determine place of arbitration
- Hearing and written proceeding
- Power to seek court assistance in taking evidence
- Power to terminate proceeding
- Power to impose interest and deposits
- Remuneration power





Submission Form

Indo italian bilateral arbitration center

SUBMISSION FORM

To the attention of: Milan office ☐ or Mumbai office ☐

name: _____ place of birth: _____ date of birth: _____
address: _____
phone: _____ mobile phone: _____
e-mail: _____ fax: _____

to be filled if the party is a company

legal representative of (company's name): _____
address: _____
phone: _____
e-mail: _____ fax: _____

asks the IICCI BAC to arrange a arbitration &

Mediation attempt with

name: _____
address: _____ mobile phone: _____
phone: _____

BRIEF DESCRIPTION OF DISPUTE: _____

ESTIMATED VALUE OF THE DISPUTE: _____

ATTACHMENTS: _____

The undersigned party declares to have taken notice of the Rules and accepts them in their entirety.

City: _____ Date: _____ Signature: _____

The undersigned declares to be informed that personal data collected will be used by the IICCI BAC to provide the service requested only.

The undersigned declares that data will be handled according to the provisions of the relevant Italian & Indian law.

City: _____ Date: _____ Signature: _____



Arbitration Landscape in India



India

Population: 1,200,000,000

Judges: 18 per million

Judges/Population ratio

The Law commission of India in its 120th report(1987) recommended a judge per capita ratio of 50 judges per million people. The chief justice of India in April 2017 said that some 70,000 more judges were needed