

भारतीय न्याय विकल्प समाधान केन्द्र

BHARATIYA NYAYA VIKALP SAMADHAN KENDRA (BNVSK)

An initiative under
EMERGING BUSINESSES CHAMBER OF COMMERCE (EBCC)
Governed by Staava Consultancy Pvt. Ltd.

PREAMBLE

Bharatiya Nyaya Vikalp Samadhan Kendra ("BNVSK") is an Indian institution committed to providing swift, just, cost-effective, and culturally rooted dispute resolution for parties engaged in commercial and civil disputes in India.

These Rules draw inspiration from two complementary traditions that together constitute a uniquely Indian framework for alternative dispute resolution:

- The Panchayat System of India - embodying community wisdom, consensus-building, moral authority, restorative justice, and the role of neutral village elders (Panchs) as trusted community neutrals; and
- The Arbitration and Conciliation Act, 1996 (as amended) — providing the statutory framework, procedural safeguards, and enforcement mechanism under Indian law.
- The Mediation Act, 2023 - providing the statutory framework for voluntary, non-adjudicatory, party-driven settlement facilitated by a neutral Mediator, and for the registration and enforcement of Mediated Settlement Agreements.

BNVSK is guided entirely by Indian law. All proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (as amended by the Amendment Acts of 2015, 2019, and 2021). Mediation proceedings administered by BNVSK shall additionally be governed by the Mediation Act, 2023, and conciliation proceedings by Part III (Sections 61–81) of the Arbitration and Conciliation Act, 1996. No foreign arbitration or mediation model is incorporated herein.

BNVSK hereby adopts and promulgates these Rules to govern all arbitration, conciliation, mediation, and Panchayat dispute resolution proceedings administered by BNVSK.

BNVSK further offers parties the option to conduct arbitration, conciliation, mediation, or Panchayat proceedings wholly or partly online through its e-Filing Portal and video-conferencing facilities, in accordance with Part XII (Online Dispute Resolution Facility) of these Rules, while remaining governed exclusively by the Act and, where applicable, the Mediation Act, 2023.

PART I — DEFINITIONS AND INTERPRETATION

Rule 1 — Definitions

In these Rules, unless the context otherwise requires:

"Act" means the Arbitration and Conciliation Act, 1996 (as amended by the Arbitration and Conciliation (Amendment) Acts of 2015, 2019, and 2021), and any rules or regulations framed thereunder.

"Award" includes a partial, interim, emergency, or final Award, and any Award of an Emergency Arbitrator or Panch Pramukh.

"BNVSK" means Bharatiya Nyaya Vikalp Samadhan Kendra, the administering institution under these Rules, formerly known as BVNS.

"EBCC" means Emerging Businesses Chamber of Commerce, a co-administering body recognised under these Rules.

"Arbitral Tribunal" means a sole arbitrator or a panel of arbitrators (as the context requires) appointed under these Rules.

"Panch" means a community-respected neutral individual appointed under the Panchayat Track (Rule 7 and Part VII) to assist in consensual resolution. Where a Panch renders or participates in rendering a binding Panch Nirnay (arbitral award), the Panch shall be deemed an "Arbitrator" constituting part of the Arbitral Tribunal for all purposes of the Act, including Sections 12, 13, 14, 15, and 16 thereof.

"Panch Pramukh" means the presiding Panch in a multi-Panch formation under the Panchayat Track, equivalent to the presiding arbitrator in a three-member Tribunal. The Panch Pramukh shall be deemed the "presiding arbitrator" under the Act for all purposes of the Panch Nirnay (binding award) proceedings.

"President" means the President of BNVSK and includes any Vice President or other authorised official.

"Registrar" means the Registrar of BNVSK and includes any Deputy Registrar.

"Rules" means these Bharatiya Nyaya Vikalp Samadhan Kendra Arbitration, Conciliation, Mediation and Panchayat Rules, 2024.

"Standard Track" means the ordinary arbitration procedure under Parts III–V of these Rules, governed by the Act.

"Expedited Track" means the expedited arbitration procedure under Part VI of these Rules, designed for resolution within 60 days under the Act.

"Panchayat Track" means the community-centred consensual dispute resolution procedure under Part VII of these Rules, drawing on traditional Panchayat principles.

"Conciliator" means a neutral third person appointed to assist parties in reaching a voluntary settlement under the Conciliation Track (Rule 34), in accordance with Part III (Sections 61–81) of the Act.

"Mediator" means a neutral third person empanelled with BNVSK who assists parties to reach a voluntary settlement under the Mediation Track (Rules 34A–34E), in accordance with the Mediation Act, 2023.

"Mediation Track" means the voluntary, non-adjudicatory dispute resolution procedure under Rules 34A–34E of these Rules, governed by the Mediation Act, 2023.

"Mediated Settlement Agreement" means the written settlement agreement resulting from mediation, signed by the parties and authenticated by the Mediator, and registered and enforceable in accordance with Section 27 of the Mediation Act, 2023.

"ODR Facility" means the option, available under Part XII of these Rules, of conducting all or part of arbitration, conciliation, mediation, or Panchayat proceedings online through the e-Filing Portal and video-conferencing, in accordance with the Act and, where applicable, the Mediation Act, 2023.

"e-Filing Portal" means the secure electronic case-filing and case-management system maintained by BNVSK for the submission, service, and management of documents under these Rules.

"Seat" means the juridical seat of arbitration as determined under these Rules or agreed by the parties. The default seat is New Delhi, India.

"Claimant" means the party initiating arbitration proceedings under these Rules.

"Respondent" means the party against whom a claim is made.

"Notice of Arbitration" means the notice filed under Rule 14 to commence arbitration.

"Emergency Arbitrator" means an arbitrator appointed under Rule 22 to grant urgent interim relief prior to constitution of the Tribunal, exercising powers analogous to those under Section 9 and Section 17 of the Act as applicable at the relevant stage of proceedings.

"Empanelment" means the process of admission to the BNVSK Panel of Arbitrators or Panch Registry.

Any pronoun in these Rules shall be gender-neutral. Singular includes plural and vice versa. Headings are for convenience only.

Rule 2 — Scope and Application

2.1 These Rules apply to all disputes referred to BNVSK or EBCC for arbitration, conciliation, mediation, or other ADR, whether by virtue of an arbitration or mediation agreement, or by mutual consent of the parties.

2.2 Where parties agree to refer their dispute to BNVSK, it shall be conclusively deemed that they have agreed that the proceedings shall be conducted in accordance with these Rules.

2.3 These Rules shall be read harmoniously with the Act and, in respect of the Mediation Track, with the Mediation Act, 2023. In case of any conflict, the Act (or, for the Mediation Track, the Mediation Act, 2023) shall prevail to the extent of the conflict, subject to any permitted derogation.

2.4 Awards and Orders rendered under these Rules shall be final, binding, and enforceable as decrees of a court under Section 36 of the Act upon the expiry of the period for filing of an application under Section 34(3) of the Act, or earlier upon dismissal of any such application, as the case may be.

2.5 BNVSK does not administer international commercial arbitration governed by Part II of the Act, unless both parties agree to opt into BNVSK jurisdiction in writing.

2.6 Parties to any dispute under these Rules may elect to conduct proceedings, in whole or in part, through the ODR Facility in accordance with Part XII of these Rules. Such election is a mode of conducting proceedings and does not alter the Track elected, the substantive law, or the governing statute applicable to the proceedings.

PART II — ARBITRATION AGREEMENT

Rule 3 — Requirements of a Valid Arbitration Agreement

- 3.1 An arbitration agreement must satisfy the requirements of Section 7 of the Act, i.e., it must be in writing. It may be contained in a contract, exchange of letters, electronic communications, or in a separate agreement.
- 3.2 Parties who have not included an arbitration clause in their underlying agreement may nonetheless submit their existing dispute to BNVSK by executing a Submission Agreement in the form prescribed by the Registrar.
- 3.3 Notwithstanding the absence of a written arbitration clause, BNVSK may, upon the mutual written consent of all parties, accept jurisdiction over the dispute.

Rule 4 — Governing Law and Seat

- 4.1 The substantive law governing the dispute shall be the law agreed by the parties. In the absence of agreement, the laws of India shall apply.
- 4.2 The seat of arbitration shall be as agreed by the parties. In the absence of agreement, the default seat shall be New Delhi or Lucknow, India. The provisions of the Act applicable to the seat shall govern the arbitration.
- 4.3 Notwithstanding the seat, hearings may be conducted at any place convenient to the parties, including by video conference or hybrid mode.
- 4.4 The default language of proceedings shall be English or Hindi, as elected by the parties. Both languages carry equal status. Documents submitted in other languages must be accompanied by a certified translation.



PART III — THE ARBITRAL TRIBUNAL

Rule 5 — Number of Arbitrators

5.1 Unless otherwise agreed, a sole arbitrator shall be appointed for all disputes. Three arbitrators shall be appointed where:

- the parties so agree; or
- BNVSK determines that the complexity or quantum of the dispute so warrants.

5.2 Where three arbitrators are appointed, each party shall nominate one arbitrator, and the two party-nominated arbitrators shall jointly nominate the presiding arbitrator within 14 days of their appointment. Failing such nomination, BNVSK shall appoint the presiding arbitrator.

Rule 6 — Appointment of Arbitrators

6.1 If a sole arbitrator is to be appointed, either party may propose names. If the parties agree within 21 days of the Notice of Arbitration, BNVSK shall confirm the appointment. If no agreement is reached, BNVSK shall appoint the sole arbitrator within 7 days thereafter.

6.2 Any arbitrator nominated by the parties shall be subject to confirmation by BNVSK, which may decline to confirm where the nominee does not meet the qualification standards in Rule 8 or where there are justifiable doubts regarding independence.

6.3 BNVSK shall endeavour to appoint arbitrators from its panel within 7 days (Expedited Track) or 21 days (Standard Track) of the failure of party agreement.

Rule 7 — Panchayat Track — Appointment of Panchs

PANCHAYAT TRACK: Drawing on the ancient Panchayat tradition, BNVSK recognises that many disputes particularly those involving ongoing commercial relationships, community interests, or cultural sensitivities are best resolved by respected community neutrals (Panchs). The Panchayat Track provides a consensual, morally authoritative, and relationship-preserving alternative, fully enforceable under the Act.

7.1 Parties may elect the Panchayat Track jointly at any time before or during proceedings. The Panchayat Track is especially suited for:

- Disputes between parties with an ongoing or long-term relationship;
- Disputes involving local trade, agriculture, real estate, or community commerce;
- Disputes where cultural context or moral authority carries weight;
- Small to medium commercial disputes not exceeding INR 1 crore.

7.2 Under the Panchayat Track, a panel of three Panchs shall be constituted. Each party nominates one Panch from the BNVSK Panch Registry, and the two Panchs jointly nominate the Panch Pramukh (presiding Panch).

7.3 Panchs need not be legal professionals but shall possess: (a) recognised standing and credibility in the relevant community, trade, or industry; (b) a demonstrated capacity for impartial judgment; (c) minimum age of 35 years; and (d) basic literacy and ability to understand the dispute context.

7.4 The Panchayat Track shall proceed by way of an informal hearing (Sabha) at which the parties present their case orally. The Panchs shall actively ask questions and attempt to guide the parties towards a consensus resolution (Samjhauta).

7.5 Decisions under the Panchayat Track may be by: (a) Consensus Award (Samjhauta Nirnay) — a mutually agreed resolution recorded as a settlement agreement and, upon application of both parties, authenticated by the Panchs (acting as arbitrators) as a consent award enforceable under Section 30 of the Act; or (b) Panchayat Award (Panch Nirnay) — a majority decision of the Panchs (acting as the Arbitral Tribunal constituted under the Act) binding on the parties as an arbitral award under Section 31 of the Act, enforceable as a decree under Section 36 of the Act.

7.6 The Panchayat Track proceedings shall be completed within 30 days of constitution of the Panch panel.

Rule 8 — Qualifications of Arbitrators

Admission to the BNVSK Panel of Arbitrators requires satisfaction of qualification, training, age, and character standards consistent with the Eighth Schedule of the Act and ICA guidelines on arbitrator qualification.

8.1 All arbitrators empanelled with BNVSK must satisfy the following minimum standards:

8.1.1 Educational Qualification

- Be a graduate from a recognised university; higher qualifications in law, commerce, engineering, or finance are preferred;
- Professionals with specialised domain expertise in the dispute area (construction, IP, energy, etc.) shall be preferred for sector-specific disputes.

8.1.2 Age

- Be at least 25 (twenty-five) years of age at the time of empanelment. Note: The Arbitration and Conciliation Act, 1996 does not prescribe a minimum age for arbitrators; however, the Eighth Schedule prescribes qualifications (including, where applicable, advocate experience of at least ten years) which shall always be satisfied. The upper age limit shall be 75 (seventy-five) years;
- Renewal of empanelment after age 70 shall require a specific fitness declaration by the applicant.

8.1.3 Mandatory Training / Course Requirement

MANDATORY: No person shall be empanelled as an arbitrator with BNVSK without having completed at least one recognised arbitration training programme or course. This requirement is non-waivable and applies to all applicants regardless of professional background.

The following training requirements apply based on the level of experience of the applicant:

Level	Applicant Profile	Minimum Training Required
Level A — Junior	Less than 5 years' professional experience; first-time empanelment applicants	Minimum 2-day (16-hour) foundational arbitration course from a BNVSK or recognised institution (e.g., IICA, ICADR, NLU programmes, ICA-affiliated centres, or equivalent)
Level B — Intermediate	5–15 years' professional experience; some prior ADR or arbitration exposure	Minimum 3-day (24-hour) certificate programme in arbitration/ADR from a BNVSK or recognised institution, OR equivalent demonstrated experience in at least 3 prior arbitration proceedings
Level C — Senior	15+ years' professional experience; established practitioners in law, commerce, or engineering	Minimum 1-day (8-hour) refresher or advanced arbitration programme, OR completion of a recognised arbitration diploma/certification
Level D — Expert / Specialist	Retired judges, senior advocates with 20+ years' practice, domain specialists with 20+ years' sector expertise	Demonstrated prior arbitration experience (minimum 5 arbitrations) OR completion of any BNVSK or approved orientation module (minimum 4 hours)

8.1.4 Recognised training institutions include: Indian Council of Arbitration (ICA), International Centre for Alternative Dispute Resolution (ICADR), Indian Institute of Corporate Affairs (IICA), National Law Universities offering ADR programmes, Chartered Institute of Arbitrators India (CIArb India), and any other institution recognised by BNVSK from time to time.

8.1.5 Character and Independence

- Be of good character with no adverse finding of bias, corruption, or professional misconduct by any court, tribunal, or regulatory body;
- Not be disqualified under the Fifth or Seventh Schedule of the Act.

8.1.6 Empanelment Fees

Upon approval by the BNVSK Executive Committee, and before the empanelment takes effect, the approved applicant shall pay the prescribed Empanelment Fee as specified in Schedule IV. No empanelment shall be operative until the fee is received by BNVSK.

8.2 BNVSK reserves the right to refuse admission to, or remove any person from, the Panel at its absolute discretion, subject to written notice.

8.3 Admission to the Panel is for a fixed renewable term of three years, subject to compliance with continuing professional development requirements prescribed by BNVSK.

8.4 Empanelled arbitrators shall maintain their training currency by completing at least one refresher or advanced programme in each three-year term.

Rule 9 — Independence, Impartiality, and Disclosure

9.1 Every arbitrator shall at all times be and remain independent and impartial. The Fifth Schedule and Seventh Schedule of the Act shall be treated as minimum disclosure standards.

9.2 Before accepting appointment, an arbitrator shall make a written disclosure of any circumstances that may give rise to justifiable doubts as to their independence or impartiality.

9.3 An arbitrator shall make continuing disclosures throughout the proceedings if any new circumstances arise.

9.4 Any party may challenge an arbitrator on grounds of justifiable doubts regarding independence or impartiality, or lack of qualification. A challenge shall be decided by BNVSK, whose decision shall be final.

PART IV — ARBITRATION PROCEEDINGS (STANDARD TRACK)

Rule 10 — Commencement of Arbitration

10.1 Arbitration commences on the date the Registrar receives a complete Notice of Arbitration as provided in Rule 14.

10.2 The Notice of Arbitration shall be filed electronically or physically with the Registrar, along with the prescribed filing fee.

Rule 11 — Language

11.1 The default languages of proceedings are English and Hindi. Parties shall elect one or both languages at the time of filing.

11.2 If the parties cannot agree on a single language, the Tribunal shall conduct proceedings in English, with Hindi or regional language as required for translations provided for all Orders and Awards.

11.3 Documents in any other language shall be accompanied by a certified translation into Hindi or English.

Rule 12 — Seat and Venue

12.1 The default seat of arbitration shall be New Delhi or Lucknow, India. Parties may agree in writing on an alternative seat, which shall be recorded by the Registrar.

12.2 Hearings may be conducted at any venue, or by video conference, telephone, or any electronic means agreed by the parties or directed by the Tribunal.

Rule 13 — General Procedural Powers of the Tribunal

13.1 The Tribunal shall conduct proceedings in a manner that ensures fair, expeditious, economical, and final resolution, consistent with the principles of natural justice.

13.2 At the outset, the Tribunal shall hold a case management conference to establish a procedural timetable.

13.3 The Tribunal may bifurcate proceedings, limit submissions, exclude irrelevant evidence, and direct parties to focus on dispositive issues.

13.4 All documents filed by one party shall simultaneously be communicated to the other party.

Rule 14 — Notice of Arbitration and Statement of Claim

14.1 A Claimant commencing arbitration shall file a Notice of Arbitration with the Registrar containing:

- (a) A demand that the dispute be referred to arbitration;
- (b) Full details of all parties and their representatives;
- (c) A copy of the arbitration agreement (if any);
- (d) A copy of the underlying contract or relevant instrument;
- (e) A brief statement of the nature of the dispute, relief claimed, and approximate quantum;
- (f) Any proposal regarding number of arbitrators, track (Standard/Expedited/Panchayat), and seat;
- (g) Payment of the prescribed filing fee as per Schedule II.

14.2 The Notice of Arbitration may include a Statement of Claim.

14.3 The Claimant shall simultaneously serve a copy of the Notice on the Respondent and certify service to the Registrar.

Rule 15 — Response to Notice of Arbitration

15.1 The Respondent shall file a Response within 14 days of receipt of the Notice of Arbitration.

15.2 The Response shall include: (a) confirmation, denial, or partial admission of the claims; (b) any jurisdictional objection; (c) a brief statement of any counterclaim; (d) arbitrator nomination (if applicable); and (e) filing fee for any counterclaim.

Rule 16 — Pleadings

16.1 Unless the Tribunal otherwise directs, pleadings shall proceed as follows:

- Statement of Claim: filed within 30 days of constitution of the Tribunal;
- Statement of Defence (and Counterclaim): filed within 30 days of receipt of Statement of Claim;
- Reply to Defence: filed within 21 days thereafter.

16.2 Pleadings shall be concise, setting out facts and relief sought, without argument.

Rule 17 — Evidence

17.1 The Tribunal shall determine the admissibility, relevance, materiality, and weight of evidence. The strict rules of evidence shall not apply.

17.2 Document production shall be proportionate. The Tribunal may order production of specific, identified documents relevant and material to the outcome.

17.3 Witnesses shall file written witness statements in advance of any hearing.

Rule 18 — Expert Witnesses

18.1 Any party may rely on an expert witness. Written expert reports shall be filed and exchanged before any hearing.

18.2 The Tribunal may appoint its own expert. Experts may be examined and cross-examined by the parties.

Rule 19 — Hearings

19.1 Unless both parties agree to a documents-only arbitration, the Tribunal shall hold at least one hearing for oral submissions or evidence on the merits.

19.2 The Tribunal shall give reasonable notice of the date, time, and place of each hearing.

19.3 If a party fails to appear at a hearing without sufficient cause, the Tribunal may proceed ex parte.

Rule 20 — Representation

20.1 Any party may be represented by an Advocate, legal practitioner, or any other authorised representative. The Tribunal may require written proof of authority.

Rule 21 — Interim Measures

21.1 The Tribunal may, on application by a party, grant any interim or conservatory measure it deems appropriate under Section 17 of the Act, including injunctions, asset preservation orders, and security for costs.

21.2 Notwithstanding anything in these Rules, a party may seek interim measures from a competent court under Section 9 of the Act before constitution of the Tribunal, or in exceptional circumstances thereafter as permitted under Section 9(3) of the Act. Resort to Section 9 shall not be deemed incompatible with, or a waiver of, these Rules or the arbitration agreement.

Rule 22 — Emergency Arbitrator

22.1 Prior to constitution of the Tribunal, a party requiring urgent interim relief may apply to BNVSK for the appointment of an Emergency Arbitrator. The Emergency Arbitrator shall exercise powers analogous to those under Section 9 of the Act (prior to constitution of the Tribunal) and shall be treated as the Arbitral Tribunal for purposes of Section 17 of the Act once constituted. The Emergency Arbitrator's order shall be treated as an interim order of the Arbitral Tribunal and shall be enforceable as such. Parties are advised that, independently

of this Rule, recourse to a court under Section 9 of the Act remains available and is not excluded by election of this mechanism.

22.2 BNVSK shall appoint an Emergency Arbitrator within 24 hours of receipt of a complete emergency application and the prescribed emergency fee.

22.3 The Emergency Arbitrator shall render an order or Award on the emergency application within 5 days of appointment. Such order shall constitute an interim measure under Section 17(1) of the Act and shall be enforceable under Section 17(2) of the Act as if it were an order of a court.

22.4 Any Emergency Arbitrator order is subject to review, modification, or termination by the Tribunal once constituted.

Rule 23 — Early Dismissal

23.1 Any party may apply for the early dismissal of a claim or defence on the ground that it is: (a) manifestly without legal merit; or (b) manifestly outside the jurisdiction of the Tribunal.

23.2 The Tribunal shall decide the application, giving parties an opportunity to be heard, within 30 days of filing.



PART V — THE AWARD

Rule 24 — Making of Award

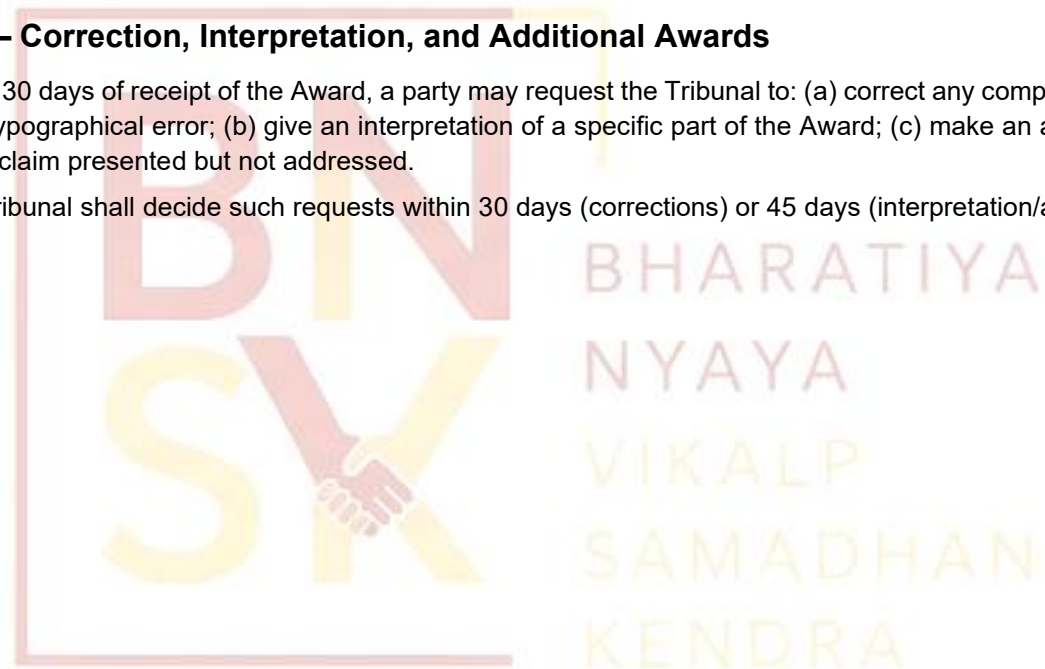
- 24.1 The Tribunal shall make the Award as promptly as possible after closing the proceedings.
- 24.2 The Tribunal shall submit a draft Award to BNVSK for review of form (not substance) within 45 days of closure of proceedings. No Award shall be issued until BNVSK has reviewed the form.
- 24.3 The Award shall be in writing and shall state reasons, unless the parties have agreed otherwise.
- 24.4 In a three-member Tribunal, the Award shall be by majority. Failing majority, the presiding arbitrator may make the Award alone.
- 24.5 The Award shall be certified by BNVSK and delivered to the parties upon full payment of arbitration costs.

Rule 25 — Interest

- 25.1 The Tribunal may award pre-award and post-award interest at such rates and for such periods as it deems appropriate, consistent with Section 31A of the Act.

Rule 26 — Correction, Interpretation, and Additional Awards

- 26.1 Within 30 days of receipt of the Award, a party may request the Tribunal to: (a) correct any computational, clerical, or typographical error; (b) give an interpretation of a specific part of the Award; (c) make an additional Award on a claim presented but not addressed.
- 26.2 The Tribunal shall decide such requests within 30 days (corrections) or 45 days (interpretation/additional award).



PART VI — EXPEDITED TRACK ARBITRATION

EXPEDITED TRACK: This procedure provides swift resolution for commercial disputes under the Act. Consistent with Section 29B of the Arbitration and Conciliation Act, 1996 (Fast Track Procedure), the Expedited Track targets a final Award within 60 days. The procedure is entirely governed by Indian law and designed to serve sophisticated commercial parties.

Rule 27 — Applicability of the Expedited Track

27.1 The Expedited Track applies where:

- All parties expressly elect the Expedited Track in writing;
- The dispute involves only commercial parties (not consumers);
- The parties pay the Expedited Track surcharge as specified in Schedule II.

27.2 Parties electing the Expedited Track are deemed to have agreed that:

- The proceedings will be completed and a final Award rendered within 60 days of commencement;
- They waive any objection to the speed of proceedings;
- They will cooperate fully to maintain the timetable.

Rule 28 — Expedited Track Tribunal

28.1 A sole arbitrator shall be appointed within 48 hours of a complete Notice of Arbitration on the Expedited Track.

28.2 In urgent cases, the parties may pre-agree on a named Tribunal before the dispute arises (pre-agreed Tribunal clause), which BNVSK shall confirm upon constitution.

Rule 29 — Expedited Track Timetable

Step	Deadline	Notes
Tribunal constituted	Day 2	BNVSK appoints within 48 hours
Case management order	Day 5	Timetable and procedure fixed
Statement of Claim filed	Day 10	Including all documents
Statement of Defence filed	Day 20	Including counterclaim, if any
Document production complete	Day 25	No further documents without leave
Witness statements exchanged	Day 30	Written statements only
Hearing (if any)	Day 40–45	Max 2 days; video/in-person
Post-hearing submissions	Day 50	Max 5 pages each
Final Award rendered	Day 60	STRICT — no extension without consent

Rule 30 — Expedited Track — Special Provisions

30.1 The Tribunal may impose proportionality limits on submissions, document production, and witness evidence.

30.2 Extensions to the 60-day timetable require the written consent of all parties AND approval of BNVSK. No extension shall exceed 15 additional days.

30.3 An Expedited Track Award shall be final and binding. By electing the Expedited Track, parties waive any right to challenge the Award except on the grounds specified in Section 34 of the Act. For the avoidance of doubt, parties cannot by agreement exclude the jurisdiction of a court to set aside an award under Section 34

of the Act; the waiver herein is of procedural objections to the speed of proceedings only, and not of any substantive right under Section 34.



PART VII — PANCHAYAT TRACK

PANCHAYAT TRACK PHILOSOPHY: The Panchayat tradition — rooted in millennia of Indian civilisation — reflects the wisdom that lasting resolution requires not merely a legal outcome but a just and morally accepted one. The Panchayat Track channels this wisdom into a structured, enforceable process combining community authority with legal certainty under the Act.

Rule 31 — Constitution of the Panch Panel

31.1 The Panch Panel shall consist of three Panchs:

- One nominated by the Claimant from the BNVSK Panch Registry;
- One nominated by the Respondent from the BNVSK Panch Registry;
- One Panch Pramukh (presiding Panch) jointly nominated by the two Panchs within 7 days. Failing agreement, BNVSK shall appoint the Panch Pramukh.

31.2 The Panch Panel shall be constituted within 14 days of election of the Panchayat Track.

31.3 All Panchs shall be registered in the BNVSK Panch Registry and shall meet the minimum qualifications prescribed under Rule 7.3.

Rule 32 — The Sabha (Hearing)

32.1 The Panch Panel shall convene a Sabha (hearing) within 7 days of constitution. The Sabha shall be conducted informally, in Hindi or the local language of the parties, unless otherwise agreed.

32.2 At the Sabha, each party shall present its case orally. Written submissions may supplement oral presentation but are not mandatory.

32.3 The Panchs shall actively engage, ask questions, and make every effort to guide the parties to a Samjhauta (consensual resolution) before resorting to a binding Panch Nirnay.

32.4 A Samjhauta, once reached, shall be recorded in writing, signed by the parties and the Panchs, and submitted to BNVSK for certification as a consent award under Section 30 of the Act.

32.5 If no Samjhauta is reached, the Panchs shall deliberate and render a Panch Nirnay (binding award) by majority within 30 days of constitution.

Rule 33 — Transfer Between Tracks

33.1 With the consent of all parties, proceedings commenced on one Track may be transferred to another Track at any time before the award is rendered.

33.2 A Panchayat Track proceeding that fails to reach Samjhauta within 30 days shall, upon application by any party, be transferred to the Standard Track or Expedited Track. Upon transfer, the Panch Panel shall be reconstituted as an Arbitral Tribunal under the Act, unless the parties consent to the same individuals continuing as arbitrators and such individuals are not disqualified under the Fifth or Seventh Schedule of the Act.

PART VIII — CONCILIATION AND MEDIATION

Rule 34 — BNVSK Conciliation

34.1 Parties may at any time refer their dispute to conciliation consistent with Part III of the Act (Sections 61–81).

34.2 A conciliation agreement, once signed by the parties and authenticated by the conciliator(s), shall have the same effect as an arbitral award on agreed terms and shall be enforceable under the Act.

34.3 Communications made in conciliation proceedings shall be confidential and without prejudice. They shall not be relied upon in any subsequent arbitration or litigation.

34.4 Conciliators shall be empanelled with BNVSK and shall satisfy qualification, training, and disclosure standards equivalent to those prescribed for arbitrators under Rule 8, adapted to the facilitative, non-adjudicatory nature of conciliation.

34.5 Conciliation proceedings shall ordinarily be completed within 60 days of commencement, extendable by written agreement of the parties.

Rule 34A — Mediation Track: Scope and Initiation

34A.1 Parties may at any time — before, during, or independent of any arbitration or conciliation proceedings under these Rules — refer their dispute to the Mediation Track. Mediation under these Rules is a voluntary, non-adjudicatory process in which a Mediator facilitates negotiation between the parties without imposing a decision, and shall be conducted in accordance with the Mediation Act, 2023.

34A.2 The Mediation Track is available for pre-litigation mediation, court-referred mediation, and contractual or institutional mediation, as applicable, and may be invoked by: (a) a mediation clause in the parties' agreement; (b) joint application of the parties; (c) reference by a court or tribunal; or (d) a written invitation to mediate by one party accepted by the other, consistent with Section 6 of the Mediation Act, 2023.

34A.3 Upon receipt of a request for mediation and the prescribed fee, the Registrar shall issue a Notice of Mediation and invite the parties to agree upon a Mediator within 7 days, failing which BNVSK shall appoint a Mediator from the BNVSK Mediator Panel under Rule 34B.

Rule 34B — Qualifications and Empanelment of Mediators

34B.1 All Mediators empanelled with BNVSK shall satisfy the qualification, training, experience, and accreditation norms specified under the Mediation Act, 2023, and any regulations issued thereunder by the Mediation Council of India (or such body as may be constituted), including recognition of mediators certified by institutions recognised under the Mediation Act, 2023.

34B.2 Minimum standards for empanelment as a BNVSK Mediator: (a) be a graduate of a recognised university, with preference for qualifications or experience in law, commerce, psychology, social work, or a relevant technical field; (b) be at least 25 (twenty-five) years of age; (c) have successfully completed a mediation training programme of not less than 40 (forty) hours conducted by a mediation institute recognised by the Mediation Council of India or by BNVSK; (d) be of good character with no adverse finding of bias, corruption, or professional misconduct; and (e) not be disqualified from acting as a mediator under the Mediation Act, 2023 or the regulations made thereunder.

34B.3 Empanelled Mediators shall maintain their accreditation by completing continuing mediation education as prescribed by BNVSK and shall pay the empanelment and renewal fee specified in Schedule IV.

34B.4 BNVSK may refuse or withdraw empanelment on grounds equivalent to those specified in Rule 8.2 and Schedule IV (EP-5), including breach of the Code of Ethics or of the mediator's duty of independence and impartiality under Sections 4(g) and 16 of the Mediation Act, 2023.

Rule 34C — Mediation Procedure

34C.1 The Mediator shall conduct the mediation in an informal and flexible manner, without being bound by the Code of Civil Procedure, 1908, or the Indian Evidence Act, 1872, consistent with Section 24 of the Mediation Act, 2023.

34C.2 The Mediator shall assist the parties independently and impartially, facilitate free and open communication, and may meet the parties jointly or separately.

34C.3 Mediation proceedings shall ordinarily be completed within 120 days from the date fixed for the first appearance of the parties before the Mediator, extendable by a further 60 days by mutual consent of the parties, consistent with Section 18 of the Mediation Act, 2023.

34C.4 Any party may withdraw from mediation after the first two sessions, in accordance with Section 20 of the Mediation Act, 2023.

Rule 34D — Mediated Settlement Agreement

34D.1 Where the parties reach a settlement, the Mediator shall record it in writing as a Mediated Settlement Agreement, which shall be signed by the parties and authenticated by the Mediator.

34D.2 A Mediated Settlement Agreement, upon registration as required under the Mediation Act, 2023, shall be final and binding on the parties and persons claiming under them, and shall be enforceable in the same manner as a judgment or decree passed by a civil court, in accordance with Section 27 of the Mediation Act, 2023.

34D.3 Where a Mediated Settlement Agreement is reached in the course of a pending BNVSK arbitration or conciliation, it may, on the joint application of the parties, additionally be recorded by the Arbitral Tribunal as a consent Award under Section 30 of the Act, without prejudice to its independent enforceability under the Mediation Act, 2023.

34D.4 A Mediated Settlement Agreement may be challenged only on the limited grounds specified in Section 28 of the Mediation Act, 2023, namely fraud, corruption, impersonation, or that the dispute was not fit for mediation.

Rule 34E — Confidentiality, Costs and Termination of Mediation

34E.1 All mediation communications, including offers, admissions, and drafts, shall be confidential and without prejudice, and shall not be relied upon or admitted in any subsequent arbitration, conciliation, or court proceedings, save as permitted under Section 22 of the Mediation Act, 2023.

34E.2 Mediation shall stand terminated upon: (a) the signing of a Mediated Settlement Agreement; (b) a written declaration by the Mediator that further mediation is not appropriate; (c) a written declaration by a party of withdrawal; or (d) expiry of the period specified in Rule 34C.3 without extension.

34E.3 Costs of mediation shall be as specified in Schedule II and shall be shared equally between the parties unless otherwise agreed.

PART IX — COSTS

Rule 35 — Costs of Arbitration

35.1 "Costs of the arbitration" includes:

- BNVSK registration, administration, and management fees;
- Arbitrator or Panch fees and expenses;
- Emergency Arbitrator fees;
- Costs of any expert appointed by the Tribunal;
- Costs of interpreters, translators, and stenographers;
- Reasonable costs incurred by a party in the arbitration, including legal fees.

35.2 BNVSK arbitration fees are calculated on an ad valorem (value-of-dispute) basis according to Schedule II.

Rule 36 — Deposits and Payment

36.1 Upon commencement, BNVSK shall direct each party to deposit an advance on costs.

36.2 Failure to pay a required deposit within 14 days may, at the Tribunal's discretion, be treated as a withdrawal of the relevant claim or counterclaim.

Rule 37 — Allocation of Costs

37.1 The Tribunal shall apportion costs having regard to: the outcome; the conduct of the parties; and any offer of settlement not accepted without reasonable cause.

37.2 Costs follow the event as a general principle, subject to the Tribunal's discretion.

PART X — CONFIDENTIALITY AND PRIVACY

Rule 38 — Confidentiality Obligations

38.1 Unless otherwise agreed by the parties, all participants in BNVSK proceedings shall maintain strict confidentiality in respect of:

- The existence of the proceedings;
- All pleadings, evidence, documents, and submissions;
- The Award and any interim orders;
- Deliberations of the Tribunal or Panch Panel.

38.2 Disclosure is permissible only: for the purpose of enforcing or challenging the Award; pursuant to a court order or subpoena; to comply with applicable law; or with the prior written consent of all parties.

Rule 39 — Sanctions for Breach

39.1 The Tribunal may issue orders or Awards for sanctions or costs against any party or person found to have breached the confidentiality obligations under Rule 38.



PART XI — INSTITUTIONAL PROVISIONS

Rule 40 — Role of BNVSK

40.1 BNVSK shall administer proceedings in accordance with these Rules. Its decisions on administrative and procedural matters shall be final and not subject to challenge.

40.2 BNVSK shall maintain a Panch Registry and a Panel of Arbitrators and shall publish qualification standards for both.

40.3 BNVSK shall establish, maintain, and operate the e-Filing Portal referred to in Part XII of these Rules for the electronic filing, service, and case management of proceedings across all Tracks.

Rule 41 — Waiver of Objections

41.1 A party that proceeds with the arbitration without promptly raising an objection to any failure to comply with these Rules shall be deemed to have waived its right to object.

Rule 42 — Governing Language of Rules

42.1 These Rules are published in English and Hindi. In case of conflict, the English version shall prevail unless the parties have agreed otherwise.

Rule 43 — Liability

43.1 Neither BNVSK, EBCC, nor any arbitrator, Panch, or other person appointed under these Rules shall be liable for any act or omission in connection with the administration of the arbitration, except in cases of wilful misconduct or gross negligence.

Rule 44 — Amendments

44.1 BNVSK may amend these Rules from time to time. Amendments shall not apply to proceedings already commenced unless the parties agree in writing.

Rule 45 — Compliance with the Act

45.1 All proceedings conducted under these Rules shall be in full compliance with the Arbitration and Conciliation Act, 1996, as amended. Any provision of these Rules that is inconsistent with any mandatory provision of the Act shall be read down to the extent necessary to achieve compliance.

45.2 BNVSK shall not administer any proceeding that would require deviation from the mandatory requirements of the Act.

45.3 Panchs as Arbitrators — Binding Provision: Wherever, under these Rules, a Panch or Panch Pramukh renders or participates in rendering a Panch Nirnay (binding arbitral award), such Panch or Panch Pramukh shall for all purposes of the Act be deemed an “Arbitrator” forming part of the “Arbitral Tribunal” within the meaning of Sections 2(1)(a) and 2(1)(d) of the Act respectively. This provision is non-derogable and shall apply regardless of any contrary custom, usage, or community practice. The parties, by electing the Panchayat Track, irrevocably accept that any binding Panch Nirnay is an arbitral award subject to the Act in its entirety, including Sections 12, 13, 14, 16, 28, 31, 34, and 36 of the Act.

45.4 Compliance with the Mediation Act, 2023: The Mediation Track under Rules 34A–34E shall at all times be conducted in compliance with the Mediation Act, 2023, and any rules or regulations framed thereunder, including in respect of Mediator qualifications, confidentiality, timelines, and the registration and enforceability of Mediated Settlement Agreements. Any provision of these Rules that is inconsistent with a mandatory provision of the Mediation Act, 2023 shall, insofar as it concerns the Mediation Track, be read down to the extent necessary to achieve compliance.

PART XII — ONLINE DISPUTE RESOLUTION (ODR) FACILITY

ODR FACILITY: BNVSK enables parties to conduct arbitration, conciliation, mediation, and Panchayat proceedings wholly or partly online, through electronic filing, digital authentication, and video-conferenced hearings. The ODR Facility is a mode of conducting proceedings on the Track already elected by the parties; it does not create a separate track of law and remains at all times governed exclusively by the Act and, for the Mediation Track, the Mediation Act, 2023.

Rule 46 — Scope and Election of the ODR Facility

46.1 Parties to a dispute under the Standard Track, Expedited Track, Panchayat Track, Conciliation Track, or Mediation Track may jointly elect, or the Tribunal, Panch Panel, Conciliator, or Mediator may direct, that all or part of the proceedings be conducted through the ODR Facility.

46.2 Election of the ODR Facility does not create a separate Track. All Rules applicable to the Track already elected by the parties, and the Act or, as applicable, the Mediation Act, 2023, continue to apply in full.

46.3 Nothing in this Part removes a party's right to a physical hearing where the Tribunal, Panch Panel, Conciliator, or Mediator considers this necessary to ensure a fair hearing.

Rule 47 — e-Filing and Digital Case Management

47.1 The Notice of Arbitration, Statement of Claim, Response, pleadings, evidence, and other filings may be submitted through the BNVSK e-Filing Portal, with electronic acknowledgment of receipt by the Registrar.

47.2 Documents filed electronically shall be authenticated by digital signature or such other method of authentication as BNVSK may prescribe, and shall have the same standing as documents filed physically.

47.3 BNVSK shall maintain a secure and confidential digital case record accessible to the parties, the Tribunal or Panch Panel, and the Registrar.

Rule 48 — Online Hearings

48.1 Hearings, including the Sabha under the Panchayat Track and sessions under the Conciliation and Mediation Tracks, may be conducted wholly or partly by video conference or other electronic means, as agreed by the parties or directed by the Tribunal, Panch Panel, Conciliator, or Mediator.

48.2 An online hearing shall be conducted with the same procedural safeguards, including the opportunity to be heard, to present evidence, and to cross-examine, as a physical hearing.

Rule 49 — Documents-Only Procedure for Low-Value Claims

49.1 Where the claim and any counterclaim together do not exceed INR 1,00,000 (one lakh), and the parties so elect or the Tribunal so directs having regard to the value and nature of the dispute, the arbitration shall ordinarily proceed on a documents-only basis without an oral hearing, unless the Tribunal considers an oral hearing necessary in the interests of justice.

49.2 The Tribunal shall endeavour to render the Award in a documents-only arbitration under this Rule within 30 days of the completion of pleadings.

Rule 50 — Online Conciliation and Mediation

50.1 A party may request that conciliation under Rule 34, or mediation under Rules 34A–34E, be conducted online. BNVSK shall thereupon appoint a Conciliator or Mediator and endeavour to convene the first online session within 7 days.

50.2 Nothing in this Part shortens or extends the timelines applicable to conciliation under Part III of the Act or to mediation under the Mediation Act, 2023, as set out in Rule 34 and Rules 34A–34E respectively.

Rule 51 — Confidentiality and Enforceability of Online Proceedings

51.1 All electronic filings, communications, and records under this Part shall be subject to the confidentiality obligations under Rule 38 and, as applicable, Rule 34E.

51.2 An Award, Panch Nirnay, consent Award, or Mediated Settlement Agreement executed or authenticated electronically under this Part shall be enforceable to the same extent as one executed physically, in accordance with the Act and, where applicable, the Mediation Act, 2023.

Rule 52 — Fees for the ODR Facility

52.1 No additional fee shall be charged solely for electing to conduct proceedings, in whole or in part, through the ODR Facility. The fees otherwise applicable under Schedule II to the Track elected by the parties shall continue to apply.



SCHEDULE I — DISPUTE CLAIM FORM**Form BNVSK-01: Notice of Arbitration and Statement of Claim**

To be submitted to: The Registrar, Bharatiya Nyaya Vikalp Samadhan Kendra (BNVSK). File in duplicate — one set for BNVSK, one copy to the Respondent. Attach all supporting documents as annexures. Filing fee must accompany this Form (see Schedule II).

SECTION A — PARTIES	
A1. Name of Claimant	_____
A2. Address of Claimant	_____
A3. Contact (Phone/Email)	_____
A4. Name of Claimant's Counsel / Representative (if any)	_____
A5. Name of Respondent	_____
A6. Address of Respondent	_____
A7. Contact of Respondent (if known)	_____
SECTION B — ARBITRATION AGREEMENT AND CONTRACT	
B1. Is there a written arbitration agreement?	☐ Yes ☐ No ☐ Submitting Submission Agreement
B2. Date of arbitration agreement / contract	_____
B3. Subject matter of the contract	_____
B4. Preferred Track	☐ Standard Track ☐ Expedited Track ☐ Panchayat Track
B5. Proposed seat (if different from Delhi)	_____
B6. Preferred language	☐ English ☐ Hindi ☐ Both
B7. Number of arbitrators (if applicable)	☐ Sole Arbitrator ☐ Three Arbitrators
SECTION C — STATEMENT OF DISPUTE	
C1. Brief description of the dispute	_____ _____ _____
C2. Approximate value / quantum of claim (INR)	INR _____
C3. Relief / remedies sought	_____ _____
C4. Date of cause of action	_____
C5. Limitation — is the claim within limitation under the Act?	☐ Yes ☐ Disputed ☐ Seeking extension under Section 43
SECTION D — DOCUMENTS ATTACHED	
D1. Arbitration agreement / clause	☐ Attached ☐ Not applicable ☐ Submission Agreement
D2. Underlying contract / agreement	☐ Attached ☐ Not applicable
D3. Correspondence relevant to dispute	☐ Attached ☐ Not applicable
D4. Invoices / payment records	☐ Attached ☐ Not applicable
D5. Other documents (describe)	_____
SECTION E — FILING FEE PAYMENT	
E1. Amount paid (INR)	INR _____
E2. Mode of payment	☐ NEFT/RTGS ☐ Demand Draft ☐ UPI ☐ Other: _____
E3. Transaction/DD reference number	_____
E4. Date of payment	_____

BHARATIYA NYAYA VIKALP SAMADHAN KENDRA (BNVSK)

DECLARATION: I/We hereby declare that the information provided above is true and correct to the best of my/our knowledge. I/We undertake to abide by the BNVSK Arbitration, Conciliation, Mediation and Panchayat Rules, 2024 and the Arbitration and Conciliation Act, 1996.

Signature of Claimant / Authorised Representative: _____ Name: _____ Date: _____	For BNVSK Office Use Only: Case No: _____ Date of Receipt: _____ Registrar's Signature: _____
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SCHEDULE II — SCHEDULE OF FEES

All fees are set with reference to the Indian Council of Arbitration (ICA) fee structure and the Fourth Schedule of the Arbitration and Conciliation Act, 1996 (as amended). Fees are subject to revision by BNVSK. GST as applicable shall be charged in addition.

A. Filing / Registration Fees

Value of Claim (INR)	Filing Fee (INR)
Up to 5,00,000 (5 Lakhs)	3,000
5,00,001 to 20,00,000 (20 Lakhs)	5,000
20,00,001 to 1,00,00,000 (1 Crore)	10,000
1,00,00,001 to 5,00,00,000 (5 Crores)	20,000
5,00,00,001 to 25,00,00,000 (25 Crores)	40,000
Above 25,00,00,000 (25 Crores)	75,000 (+ INR 1,000 per crore above 25 Crores, max INR 2,00,000)
Counterclaim (filed separately)	As above, based on counterclaim value

B. Arbitrator Fees (Per Arbitrator, Per Case)

Arbitrator fees follow the Fourth Schedule of the Act as the base. BNVSK may set higher fees for specialised panels with prior disclosure to parties.

Value of Dispute (INR)	Fee to Arbitrator (INR)
Up to 5,00,000	Flat: 22,500
5,00,001 to 20,00,000	22,500 + 7.5% of amount above 5 Lakhs
20,00,001 to 1,00,00,000	1,35,000 + 4% of amount above 20 Lakhs
1,00,00,001 to 10,00,00,000	4,55,000 + 1% of amount above 1 Crore
10,00,00,001 to 20,00,00,000	13,55,000 + 0.75% above 10 Crores
Above 20,00,00,000	21,05,000 + 0.5% above 20 Crores (max 30,00,000 per arbitrator)

C. Administration Fees

Track	Administration Fee
Standard Track	15% of total arbitrator fees (min INR 10,000)
Expedited Track	20% of total arbitrator fees + 25% surcharge (min INR 20,000)
Panchayat Track	INR 5,000 flat + nominal Panch honorarium (as fixed by BNVSK)
Conciliation	INR 8,000 flat + 10% of conciliator fees
Mediation	INR 6,000 flat + 10% of mediator fees (or as fixed by BNVSK)
Emergency Arbitrator	Flat: INR 25,000 (inclusive of Emergency Arbitrator fees for 5-day procedure)

D. Miscellaneous Fees

Service	Fee (INR)
Challenge to arbitrator (non-refundable)	10,000
Correction / interpretation of Award	5,000
Additional Award	15,000
Certified copy of Award	2,000
Extension of time (per application)	7,500
Transfer between tracks (on application)	5,000



SCHEDULE III — PANCHAYAT RULES AND PROCEDURE

These Panchayat Rules supplement Part VII of the BNVSK Rules and provide detailed procedures for the Panchayat Track, consistent with the Arbitration and Conciliation Act, 1996.

PR-1. Philosophy and Scope

PR-1.1 The Panchayat Track embodies the ancient Indian tradition of community-based dispute resolution. It recognises that parties engaged in ongoing commercial or community relationships benefit from a process that seeks consensus (Samjhauta) rather than adjudication alone.

PR-1.2 The Panchayat Track is available for all disputes not exceeding INR 1 crore. For disputes exceeding INR 1 crore, the Panchayat Track may be used only where all parties expressly consent in writing.

PR-1.3 All Panchayat proceedings and awards shall be governed by the Arbitration and Conciliation Act, 1996. The Panch Nirnay (binding Panchayat Award) shall constitute an arbitral award for purposes of Section 36 of the Act.

PR-2. Initiation of Panchayat Track

PR-2.1 Parties may elect the Panchayat Track: (a) at the time of filing the Notice of Arbitration; (b) by joint application before the constitution of a Tribunal on the Standard Track; or (c) by transfer under Rule 33.1 during ongoing proceedings.

PR-2.2 Upon election of the Panchayat Track, the Registrar shall issue a Notice of Panchayat Proceedings and invite nominations for Panchs within 7 days.

PR-3. Qualifications of Panchs

PR-3.1 Panchs shall be registered in the BNVSK Panch Registry. To be registered, a person must:

- Be at least 35 years and not more than 75 years of age. Note: Since Panchs rendering a Panch Nirnay act as Arbitrators under the Act, the Act's Eighth Schedule qualifications shall apply to them to the extent practicable. BNVSK shall satisfy itself that each Panch is not disqualified under the Fifth or Seventh Schedule of the Act before registration;
- Have recognised standing in the relevant community, trade, profession, or sector;
- Possess basic literacy and an ability to understand the dispute context;
- Have no conflict of interest with the parties;
- Have completed at least one orientation session on the BNVSK Panchayat Track procedure (minimum 4 hours).

PR-3.2 Panchs need not be lawyers or legal professionals for purposes of the consensual Samjhauta process. Sector experts, retired government officers, social workers, senior merchants, and community leaders of good standing are encouraged to register. However, where a Panch participates in rendering a binding Panch Nirnay, they shall be treated as an Arbitrator and shall not be disqualified under the Fifth or Seventh Schedule of the Act. BNVSK shall verify this before appointment.

PR-4. The Sabha (Hearing) — Detailed Procedure

PR-4.1 The Sabha shall be convened within 7 days of constitution of the Panch Panel and shall be held at a place convenient to the parties (or by video conference if agreed).

PR-4.2 The Panch Pramukh shall open the Sabha by introducing all participants, explaining the purpose and process, and inviting the parties to commit to good-faith participation.

PR-4.3 Each party shall be given equal time to present their case orally (minimum 30 minutes each, maximum 2 hours each, unless the Panch Pramukh extends on good cause).

PR-4.4 The Panchs shall actively question the parties, seek clarification, and explore areas of potential agreement before any deliberation on a binding decision.

PR-4.5 After oral presentations, the Panchs may conduct a private session (Mantrana) to deliberate and formulate a basis for a Samjhauta proposal.

PR-4.6 The Panch Pramukh shall present the Samjhauta proposal to the parties. Parties may negotiate and modify the terms with the assistance of the Panchs.

PR-4.7 If a Samjhauta is reached, it shall be: (a) recorded in writing in Hindi and/or English; (b) read out to the parties; (c) signed by the parties and all three Panchs; and (d) submitted to the BNVSK Registrar for certification as a consent award under Section 30 of the Act, whereupon it shall be deemed to have been made by the Arbitral Tribunal (the Panch Panel) and shall have the same legal force as an arbitral award under Section 31 of the Act, enforceable under Section 36 thereof.

PR-5. Panch Nirnay (Binding Award)

PR-5.1 If no Samjhauta is reached, the Panchs shall deliberate and render a Panch Nirnay. The Panch Nirnay shall be:

- In writing, in Hindi and/or English;
- Signed by all three Panchs (or by two Panchs, constituting a majority);
- Accompanied by brief written reasons;
- Submitted to BNVSK for review of form before delivery to the parties.

PR-5.2 The Panch Nirnay shall constitute an arbitral award under Section 31 of the Act, made by the Panch Panel acting as the Arbitral Tribunal, and shall be enforceable as a decree of a civil court under Section 36 of the Act. For all purposes of the Act, including Sections 12–16 (independence, challenge, termination of mandate), 34 (setting aside), and 36 (enforcement), the Panch Panel shall be treated as the Arbitral Tribunal and the Panch Nirnay as the Award of that Tribunal.

PR-6. Timeline

Step	Deadline
BNVSK issues Notice of Panchayat Proceedings	Day 1
Parties nominate their respective Panchs	Day 7
Panchs jointly nominate Panch Pramukh (failing which BNVSK appoints)	Day 14
First Sabha convened	Day 21
Samjhauta or Panch Nirnay rendered	Day 30 (from constitution)
Transfer to Standard/Expedited Track (if no resolution)	Day 31 onwards (on application)

PR-7. Confidentiality of Panchayat Proceedings

PR-7.1 All Panchayat proceedings, including the Sabha, deliberations, and any communications between parties and Panchs, shall be strictly confidential.

PR-7.2 The contents of the Sabha shall not be admissible in any subsequent arbitration or litigation proceedings, except where required by law or court order.

PR-8. Costs of Panchayat Track

PR-8.1 Panchayat Track costs shall be as specified in Schedule II (Part C). The intention is to keep the Panchayat Track accessible at a low cost, consistent with the traditional Panchayat ethos.

PR-8.2 Panch honoraria shall be nominal and shall not exceed INR 5,000 per Panch per day of proceedings.



SCHEDULE IV — EMPANELMENT OF ARBITRATORS

This Schedule governs the empanelment process for the BNVSK Panel of Arbitrators and the Panch Registry. All empanelment decisions shall be made by the BNVSK Executive Committee.

EP-1. Application Process

EP-1.1 Applications for empanelment shall be made in the prescribed form (Form BNVSK-02) available on the BNVSK website or from the Registrar.

EP-1.2 The application shall be accompanied by:

- Certified copies of educational qualifications;
- Curriculum vitae / professional profile;
- Certificate(s) of arbitration training or courses completed;
- List of prior arbitration experience (if any);
- Two character references from recognised professionals;
- Declaration of independence and absence of disqualification under the Act;
- Application fee (non-refundable): INR 2,000.

EP-1.3 Applications shall be reviewed by the BNVSK Empanelment Committee within 45 days of receipt.

EP-2. Evaluation Criteria

Criterion	Weight
Educational qualification and professional expertise	25%
Training and courses completed in arbitration/ADR	25%
Prior arbitration / ADR experience	20%
References and character	15%
Interview / assessment (at Committee's discretion)	15%

EP-3. Approval and Empanelment Fee

EP-3.1 Upon approval by the BNVSK Executive Committee, the applicant shall be issued an Approval Letter specifying:

- The Level of empanelment (Level A / B / C / D as per Rule 8);
- The Empanelment Fee payable;
- Any conditions or additional training requirements;
- The effective date of empanelment (upon receipt of fee).

EP-3.2 The Empanelment Fee (payable upon approval, before activation) shall be:

Level	Annual Empanelment Fee (INR)	Triennial Renewal Fee (INR)
Level A — Junior (Age 25–35)	3,000 per annum	7,500 per triennial term
Level B — Intermediate (Age 25–75)	5,000 per annum	12,500 per triennial term
Level C — Senior (Age 25–75)	8,000 per annum	20,000 per triennial term
Level D — Expert / Specialist (Age 25–75)	12,000 per annum	30,000 per triennial term
Panch Registry (all levels, Age 35–75)	1,500 per annum	3,750 per triennial term

Mediator Panel (all levels, Age 25–75)	2,000 per annum	5,000 per triennial term
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EP-3.3 No empanelment shall be operative, and no arbitrator shall be placed on the BNVSK Active Panel, until the Empanelment Fee has been received by BNVSK.

EP-4. Renewal and Continuing Education

EP-4.1 Empanelment is valid for a term of three years and is renewable on application.

EP-4.2 For renewal, an empanelled arbitrator must demonstrate completion of at least one refresher or advanced arbitration programme during the preceding three-year term.

EP-4.3 BNVSK shall maintain a continuing education register and may, from time to time, prescribe specific CPD requirements for different levels.

EP-5. Grounds for Removal

EP-5.1 BNVSK may remove a person from the Panel on the following grounds:

- Breach of the Code of Ethics of BNVSK;
- Disqualification under the Seventh Schedule of the Act;
- Adverse finding of corruption, bias, or professional misconduct;
- Failure to pay the empanelment or renewal fee;
- Failure to maintain minimum continuing education requirements;
- Any other ground that, in the opinion of the Executive Committee, makes continued empanelment undesirable.

EP-5.2 Prior to removal, the person shall be given a reasonable opportunity to be heard in writing.

SCHEDULE V — MODEL ARBITRATION CLAUSES

Standard Track Clause

"Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be referred to and finally resolved by arbitration under the Bharatiya Nyaya Vikalp Samadhan Kendra (BNVSK) Arbitration, Conciliation, Mediation and Panchayat Rules, 2024. The seat of arbitration shall be New Delhi, India (unless otherwise agreed). The language of arbitration shall be English / Hindi [delete as appropriate]. The number of arbitrators shall be one / three [delete as appropriate]. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996."

Expedited Track Clause

"Any dispute arising out of or in connection with this Agreement shall be referred to final and binding Expedited Track arbitration under the BNVSK Rules, 2024 (Expedited Track). The parties agree that the final Award shall be rendered within 60 days of commencement. The seat shall be New Delhi, India. The proceedings shall be governed by the Arbitration and Conciliation Act, 1996, including Section 29B (Fast Track Procedure)."

Panchayat Track Clause

"Any dispute arising out of or in connection with this Agreement shall first be referred to the Panchayat Track under the BNVSK Arbitration, Conciliation, Mediation and Panchayat Rules, 2024. The parties agree to participate in good faith in the Panch-led Panchayat process and to honour any Samjhauta (consensual resolution) or Panch Nimay (binding award) rendered thereunder. Any unresolved dispute shall thereafter be referred to BNVSK Standard Track arbitration. All proceedings shall be governed by the Arbitration and Conciliation Act, 1996."

Mediation Clause

"Any dispute, difference, or claim arising out of or in connection with this Agreement shall first be referred to mediation under the Bharatiya Nyaya Vikalp Samadhan Kendra (BNVSK) Arbitration, Conciliation, Mediation and Panchayat Rules, 2024, administered in accordance with the Mediation Act, 2023. If the dispute is not settled by mediation within 120 days of commencement (extendable by a further 60 days by mutual consent), either party may refer the unresolved dispute to arbitration under the BNVSK Rules, 2024 (Standard Track or Expedited Track), governed by the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi, India."

Multi-Tier (Panchayat + Arbitration) Clause

"In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the parties shall first attempt resolution through the BNVSK Panchayat Track within 30 days. If the dispute is not resolved within 30 days, either party may refer the matter to BNVSK arbitration under the BNVSK Rules, 2024 (Standard Track or Expedited Track). All proceedings shall be conducted at New Delhi, India and governed by the Arbitration and Conciliation Act, 1996."

ADOPTION AND EFFECTIVE DATE

These Bharatiya Nyaya Vikalp Samadhan Kendra Arbitration, Conciliation, Mediation and Panchayat Rules, 2024 are adopted by the governing body of Bharatiya Nyaya Vikalp Samadhan Kendra (BNVSK) and shall come into force on the date of adoption.

All proceedings shall be governed exclusively by the Arbitration and Conciliation Act, 1996 (as amended). These Rules do not incorporate any foreign arbitration statute or model. The default seat is New Delhi, India. The default language is English and/or Hindi.

_____ President, Bharatiya Nyaya Vikalp Samadhan Kendra Date: _____	_____ Secretary-General, BNVSK Date: _____
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