



**ARBITRATION RULES AND PROCEDURES
OF THE FENCING ASSOCIATION OF INDIA**

1. INTRODUCTION

- 1.1 The Fencing Association of India (FAI) is empowered to institute an Arbitration Commission for the purpose of redressal of disputes related to the governance of fencing in India.
- 1.2 It shall be mandatory for the State/ Union Territory Associations, affiliated Board/ Institutions, registered athletes, coaches and officials, licensed Academies and Clubs, and other stakeholders to have their disputes resolved through the aegis of the FAI Arbitration Commission.
- 1.3 The following Rules (as amended from time to time by the FAI) ("the Rules") shall be followed in letter and spirit by the Arbitration Commission of the FAI as well as the interested Parties referring their dispute to the FAI Arbitration Commission.
- 1.4 In relation to arbitration under these Rules, the role of the Fencing Association of India is:
 - 1.4.1 to establish or assist in establishing Arbitration Tribunals with the power to resolve disputes in accordance with these Rules; and
 - 1.4.2 to assist in the smooth running of the associated proceedings.
- 1.5 The responsibility of such Tribunals is (amongst other things) to resolve:
 - 1.5.1 the disputes referred to them under the Constitution, Bylaws, Policies, Rules/ Procedures of the Fencing Association of India; or
 - 1.5.2 the disputes referred to them under the rules and regulations of a State/ Union Territory Association/ Board/ Institution.

2. ARBITRATION COMMISSION

- 2.1 The Arbitration Commission shall constitute of a Chairperson and four other members or arbitrators, appointed by the FAI, for a term of four years. The members or arbitrators shall together have the knowledge, abilities, and specialist experience, which is necessarily required for the working of the Commission.
- 2.2 The Chairperson shall be a retired judge.
- 2.3 Two members or arbitrators shall be persons with experience in the Indian Judicial Service, or Legal Service.
- 2.4 Two members or arbitrators shall be sports administrators/ professionals with credible and proven experience.
- 2.5 The Chairperson and members of the Arbitration Commission shall be subject to the provisions of this Rules and other general conditions of service, as may be prescribed.
- 2.6 If an application for arbitration requires technical knowledge of sport, beyond the expertise of the members of the Arbitration Commission, the Chairperson of the Arbitration

Commission may request for the appointment of a fencing professional for consulting that application.

2.7 The Chairperson and members of the Arbitration Commission may, by a letter in writing, addressed to the Secretary-General of FAI, resign office and the resignation shall take effect on the day the resignation is accepted by the Secretary-General.

2.8 The FAI shall remove any member of the Arbitration Commission, if he/she:

2.8.1 Remain absent in three consecutive hearings of the Tribunal;

2.8.2 Acquire financial or other interest as to affect prejudicially his/ her functions;

2.8.3 Abuse their position or violate ethical conduct and his/her continuance in the position is detrimental to public interest;

2.8.4 Is convicted and sentenced to imprisonment for an offence that involves moral turpitude; or

2.8.5 Is physically or mentally incapable.

Provided that a member shall not be removed without giving him/ her a reasonable opportunity of being heard.

2.9 The vacancy shall be filled, at the earliest, by the appointment of FAI, and the person so appointed shall hold the position only so long as a member in whose place he/she is appointed would have held the position in case the vacancy had not occurred.

2.10 The Chairperson of the Arbitration Commission, if required, be given a consolidated honorarium, per application, as decided by FAI. He/ she may also be entitled for accommodation and reimbursement of travel expenses, per official visit, as decided by FAI.

2.11 The external members (outside of fencing) of a Tribunal, if required, be given a consolidated honorarium, for proceedings of an application, as decided by FAI. He/ she may also be entitled for accommodation and reimbursement of travel expenses, per official visit, as decided by FAI.

2.12 The Arbitration Commission shall have, for the purpose of discharging its functions under this Rules, the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 while trying a suit, in respect of the following matters, namely, for:

2.12.1 Summoning and enforcing the attendance of any person and examining him/ her on oath;

2.12.2 Requiring the discovery and production of documents or other electronic records;

2.12.3 Receiving evidence on affidavits;

2.12.4 Call for any record or document or copy of such record or document from any office;

2.12.5 Issuing commissions for the examination of witnesses or documents;

2.12.6 Dismissing an application for default or deciding it, ex parte;

2.12.7 Setting aside any order of dismissal of any application for default; and

2.12.8 Any other related matter that may be prescribed.

2.13 The seat of arbitration shall be New Delhi.

2.14 The language of the arbitration proceedings shall be English.

3. COMMUNICATION

3.1 The FAI headquarters in New Delhi shall receive the applications for arbitration, and receive payment of fees and deposits.

3.2 The Parties, Chairperson of the Arbitration Commission, and the Arbitration Tribunal shall communicate through FAI on procedural matters (say for documents required under these Rules to be served on another party). Communication regarding Tribunal proceedings may take place directly between the Arbitration Tribunal and the Parties with copies of all correspondence and documents to be sent at the same time to the FAI headquarters in New Delhi.

3.3 All communications shall be delivered or sent by registered post or email to the Parties at the addresses set out for each Party in the Application or Notice, or at such address as any Party may have previously notified to the Arbitration Tribunal and the other Parties.

3.4 The staff assigned for Arbitration in the FAI headquarters in New Delhi shall receive the communications made to the Arbitration Commission by the Parties and communicate to them the orders and directions, keep a register of applications to the Arbitration Commission, and Awards made by the Tribunals, keep such other books or memoranda and make such other records or returns as the Arbitration Commission shall from time to time require, and generally carry out the directions so constituted under these Rules and take such other steps as may be necessary to assist the Arbitration Commission in the carrying out of its functions.

4. ARBITRATION PROCEDURES

4.1 Application – Any Party/ Claimant wishing to commence arbitration proceedings shall submit to the staff assigned in the FAI headquarters an application containing or accompanied by (collectively referred to as the 'Application for Arbitration'):

4.1.1 the names and addresses and the relevant contact details of all the Parties;

4.1.2 details and where available a copy of the decision/ dispute claimed from;

4.1.3 the Claimant's request for relief or remedy;

4.1.4 if applicable an application to stay the execution of the decision claimed from together with the reasons;

- 4.1.5 if any Court makes an order directing that arbitration be held under these rules, the order of that Court or a copy thereof shall accompany the application for arbitration; and
- 4.1.6 registration fee and any non-refundable deposit, as decided by FAI.
- 4.2 The Arbitration shall be deemed to have commenced on the day the application for arbitration, registration fee, and non-refundable deposit, if any, are received in the office of FAI.
- 4.3 If any information or particulars furnished by the Claimant with the application for arbitration are found to be incorrect or false, the Chairperson of the Arbitration Commission may reject the application.
- 4.4 An application submitted to the Arbitration Commission shall be decided by a one or three-member tribunal ("the Tribunal") appointed by the Chairperson of the Arbitration Commission. Before the formation of the Tribunal, the Chairperson may encourage the Parties to seek to resolve the dispute by conciliation. FAI shall notify the Parties of the name(s) of the arbitrator(s) who are to constitute the Tribunal.
- 4.5 If any Arbitrator, after appointment to a Tribunal dies/ gives written notice of desire to resign/ is removed/ refuses to act/ becomes unable or unfit to act/ has a conflict of interest, the Chairperson of the Arbitration Commission shall, in accordance with the Rules appoint another arbitrator to the Tribunal in his/ her place from the Commission.
- 4.6 When the Party instituting arbitration desires to withdraw it before the Tribunal has been constituted, FAI shall return to him/ her any deposits made, after deducting such charges that might have been incurred in connection with the matter.
- 4.7 The Tribunal may decide on its own jurisdiction, including whether the Tribunal is properly constituted, what matters have been submitted and any objections with respect to the existence or validity of an arbitration agreement. For that purpose, an arbitration clause that forms part of a contract or part of the rules and/or procedures of a sports organisation in India shall be treated as an agreement independent of the other terms of the contract or rules and/or procedures. If the Tribunal decides that the contract is void or the rules and/or procedures invalid or otherwise unenforceable this shall not prejudice the validity of the arbitration clause.
- 4.8 The Tribunal shall conduct the proceedings of the arbitration in such manner as it considers fit and/or may follow any arbitral procedure agreed by the Parties if it is in the Tribunal's opinion reasonably practicable so to do. The Tribunal shall act in accordance with these Rules and any other applicable regulations. With the consent of the Parties, the Tribunal may proceed in an expedited manner for which it shall issue appropriate directions. Any decision of the Tribunal in relation to the conduct of the proceedings shall be consistent with its duties at all times to act fairly and impartially, to allow the Parties reasonable opportunity to put their respective cases and to deal with that of their opponent and to avoid unnecessary delay or expense, so as to provide a fair and efficient means for resolving the dispute.
- 4.9 Statement of Claim – Within fifteen days from the formation of the Tribunal, the Claimant shall submit to the staff assigned in the FAI headquarters four sets and serve on the Respondent(s) a Statement of Claim containing or accompanied by (collectively referred to as

the 'Statement of Claim'):

- 4.9.1 a statement of the facts and any law giving rise to the claim upon which the Claimant is relying supported by an Affidavit; and
- 4.9.2 copies of all documents upon which the Claimant is relying (certified true copies).
- 4.10 On receipt of the Statement of Claim, the staff assigned in the FAI headquarters shall send to the Respondent (other Party/ Parties) a copy of the Statement of Claim and attached documents and ask such other Parties to furnish within fifteen days or within any extended date, a defence statement setting out his/her case accompanied by all documents and information in support of or bearing on the matter.
- 4.11 Defence Statement – Within the stipulated time, the Respondent shall submit to the staff assigned in the FAI headquarters four sets and serve on the Claimant a statement containing or accompanied by (collectively referred to as the 'Defence Statement'):
 - 4.11.1 confirmation or denial of all or part of the Statement of Claim, setting out as fully as possible the facts and any law in the claim which the Respondent admits or denies, on what grounds and any other facts and law upon which the Respondent relies supported by an Affidavit; and
 - 4.11.2 copies of all documents on which the Respondent is relying (certified true copies) unless the document has been previously submitted by the Petitioner.
- 4.12 Counterclaim – The Respondent may make a counterclaim against the Claimant provided the counterclaim arises under the same transaction as the original claim. The Respondent must submit the counterclaim with full details supported by all documents and information as in the case of the claim within the period laid down for the defence statement to the claim and the Claimant may within fifteen days of the notification of the counterclaim or within such extended time submit a statement in reply to the counterclaim. The Tribunal appointed to adjudicate upon the original claim shall also adjudicate upon the counterclaim.
- 4.13 Further written submissions – Unless the Tribunal permits or directs otherwise, the Parties shall not submit further written argument(s) after the time-limit for the submissions. If the Respondent fails to submit its statement within the time-limit set, the Tribunal may nevertheless proceed with the arbitration and deliver its Award or at its discretion grant more time to the Respondent to file a statement.
- 4.14 The Tribunal shall have the power:
 - 4.14.1 to allow any Party to amend its affidavit and/or to submit further evidence;
 - 4.14.2 to extend or abbreviate any time-limit provided by these Rules;
 - 4.14.3 to conduct enquiries;
 - 4.14.4 to consolidate proceedings subject to the consent in writing of all the Parties concerned; and
 - 4.14.5 to join any other Party to the proceedings on the application of a Party.

- 4.15 Hearings – After submissions, the Tribunal shall subject to any agreement of the Parties, fix the date, time, and place of any hearings in the arbitration and shall give the Parties as much notice as practicable of the date, time, and place of any hearing. Any Party requesting an oral hearing has the right to be heard in front of the Tribunal. Any such hearings shall be in private unless the Parties agree otherwise or unless the Tribunal directs.
- 4.16 Representation – The Party/ Parties/ Claimant/ Respondent may be represented before the Tribunal in person or through a duly authorised representative with prior intimation given to the Tribunal.
- 4.17 Witnesses – The Parties must notify the Tribunal and other Parties as soon as practicable and within any time limits set by the Tribunal of the identity of any witnesses they wish to call and, if the Tribunal requires it, each Party shall disclose the subject matter and content of the evidence on which each such witness will be relying, and how that evidence relates to the points at issue, and the Tribunal shall have power to decide whether such witness shall be required to attend or be called to give evidence at any hearing. If needed, the Tribunal may question a witness at any stage.
- 4.18 The Parties shall do all acts necessary to enable the Tribunal to make an Award expeditiously and shall not do or cause or allow to be done, any act which will delay the proceedings or prevent the Tribunal from making an Award expeditiously, and if any Party does cause or allow to be done any such act, that Party shall pay such costs as the Tribunal deems reasonable.
- 4.19 The Tribunal shall have the powers, including the powers to make a declaration on any matter to be determined in the proceedings, to order the payment of a sum of money by way of damages or otherwise including the Award of simple or compound interest on the whole or part of any amount, to order a Party to do or refrain from doing anything.
- 4.20 If the application for arbitration is from an athlete or team or coach or technical official regarding selection or participation in a competition, notwithstanding the schedule under 4.21, the application may be fast-tracked and the Award may be pronounced at the earliest, as possible, before the competition.
- 4.21 Award – The decision or Award and its reasons shall be communicated by the Tribunal to the Parties and a copy sent to the Chairperson of the Arbitration Commission as soon as possible and ordinarily within four months from the receipt of the application. The Tribunal shall take a maximum of six hearings to dispose of a claim. If for some reason the Tribunal is unable to give a decision within the schedule, then the Tribunal may seek an extension of time from the Chairperson of the Arbitration Commission, not exceeding two more months.
- 4.22 The decision/ Award of the Tribunal shall be in writing and shall be dated and signed by the member(s) or arbitrator(s) of the Tribunal, and shall state the reasons on which it is based.
- 4.22.1 A three-member Tribunal shall decide on any issue by a majority.
- 4.22.2 The Award of the Tribunal shall be final and binding on the Parties.
- 4.22.3 The amount of the costs of arbitration (i.e. the costs of FAI, the Tribunal, and any experts appointed by the Tribunal) shall be determined by FAI, which are to be paid by the Party/ Parties.

- 4.22.4 Stamp duties are to be paid by the Parties in equal share in accordance with the scale of stamp duties for the time being imposed by law.
- 4.22.5 The Parties shall be responsible for their own legal and other costs unless the Parties otherwise agree or unless the Tribunal otherwise directs or unless any applicable regulations otherwise provide.
- 4.22.6 The Tribunal shall also have the power unless the Parties otherwise agree, or any applicable regulations otherwise provide, to order that all or part of the legal costs and any other costs incurred by a Party be paid by another Party.
- 4.22.7 The FAI assigned staff shall furnish a true copy of the Award to the Parties provided the arbitration costs have been fully paid by the Parties or by one of them.
- 4.23 The Chairperson of the Arbitration Commission will send a copy of the Award and a note on closing the application to the Secretary-General of FAI.
- 4.24 A person or entity aggrieved by an Award of the Arbitration Commission of FAI, may file an appeal before the Courts in New Delhi in terms of the Arbitration and Conciliation Act, 1996.

5. CONFIDENTIALITY

- 5.1 The proceedings shall be confidential. The Parties, FAI and the Tribunal undertake to keep confidential all documents and any other materials produced for the purpose of the arbitration by any Party and/or participant in the arbitration – except to the extent that disclosure may be required by a legal duty, to pursue or protect a legal right, to enforce or challenge an award in bona fide legal proceedings or that such documents may already be in the public domain (otherwise than in breach of this undertaking).
- 5.2 Notwithstanding Rule 5.1, FAI may publish the Tribunal's Award or decision and its reasons in any Claim arbitration conducted under these Rules unless the parties expressly agree prior to the Tribunal/ Panel making its award or decision that they should remain confidential.

6. GENERAL RULES

If a Party proceeds with an arbitration notwithstanding the fact that a provision of, or requirement under these Rules has not been complied with without promptly stating its objection that Party shall have waived its right to object.

7. APPLICABLE LAW

For the purpose of conducting the Arbitrations, there shall be the applicability of the Arbitration and Conciliation Act, 1996 and the governing law shall be Indian Law. The seat of Arbitration shall be decided by the Tribunal itself. For the purpose of jurisdiction, the Courts of New Delhi shall have jurisdiction in terms of the Arbitration and Conciliation Act, 1996.