

## **ILSCA MODEL CLAUSES**

In drawing up of contracts it is recommended that parties include any of the following ILSCA Model Arbitration Clauses

### **1. ILSCA Model Arbitration Clause for Future Disputes**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination or any breach thereof, shall be referred to and finally resolved by Arbitration administered by the Indian Law Society's Centre for 82 Arbitration and Mediation (ILSCA) in accordance with the ILSCA (IA) Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of the arbitration shall be [Pune, India]\*

The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road, (Law College Road), Pune - 411004.

The Arbitral Tribunal shall consist of \_\_\_\_\_ [one/three/five] arbitrator(s).

The language of the arbitral proceedings shall be \_\_\_\_\_.

The law governing the arbitration agreement shall be \_\_\_\_\_.

In case of failure of the parties in completing the above clause in entirety it shall be deemed that the ILSCA (IA) Rules are incorporated wherever applicable. \*

Should the parties wish to select an alternative seat to Pune, India please specify the city and country of choice.

### **2. ILSCA Model Arbitration Clause for Existing Disputes**

Where parties have not previously agreed on an arbitration clause and a dispute having arisen between the parties in connection with a contract, the parties hereby agree that the dispute shall be referred to and finally resolved by arbitration administered by the Indian Law Society's Centre for Arbitration and Mediation (ILSCA) in accordance with the ILSCA (IA) Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of the arbitration shall be [Pune, India]\*

The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

The Arbitral Tribunal shall consist of \_\_\_\_\_ [one/three/five] arbitrator(s).  
The language of the arbitration shall be \_\_\_\_\_.

The law governing this arbitration agreement shall be \_\_\_\_\_.

In case of failure of the parties in completing the above clause in entirety it shall be deemed that the ILSCA (IA) Rules are incorporated wherever applicable. In case of a dispute arising out of a non-contractual legal relationship, the parties shall include ILSCA Model Arbitration Clause for Existing Disputes in their agreement to arbitrate.

\*Should the parties wish to select an alternative seat to Pune, India please specify the city and country of choice.

The parties are advised that if they wish to use the process of Mediation during their existing Arbitration, they may choose the Arb-Med-Arb clause. Arb-Med-Arb is a process where a dispute is first referred to arbitration before mediation is attempted. If parties are able to settle their dispute through mediation, their mediated settlement may be recorded as a consent award. If parties are unable to settle their dispute through mediation, they may continue with the arbitral proceedings. Parties wishing to take advantage of this tiered dispute resolution mechanism as administered by ILSCA, may consider incorporating the following Arb-Med-Arb Clause in their contracts.

### **3. ILSCA Model Arb-Med-Arb Clause for Future or existing disputes**

Any dispute arising out of or in connection with this contract, or where parties have not previously agreed on an arbitration clause and a dispute having arisen between the parties in connection with a contract, including any question regarding its existence, validity, or termination or any breach thereof, shall be referred to and finally resolved by Arbitration administered by the Indian Law Society's Centre for Arbitration and Mediation (ILSCA) in accordance with the ILSCA (IA) Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Seat of the arbitration shall be [Pune, India]\*

The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road (Law College Road), Pune - 411004.

The Arbitral Tribunal shall consist of \_\_\_\_\_[one/three/five] arbitrator(s).  
The language of the arbitration shall be \_\_\_\_\_.

The law governing this arbitration agreement shall be\_\_\_\_\_.

In case of failure of the parties in completing the above clause in entirety it shall be deemed that the ILSCA (IA) Rules are incorporated wherever applicable. It is further agreed that following the commencement of arbitration, as per ILSCA (IA) Rules, the parties shall attempt in good faith to resolve such dispute through Mediation, as per the ILSCA (IM) Rules, which are deemed to be incorporated by reference in this clause, in accordance with the ILSCA Arb-Med-Arb procedure for the time being in force.

Any settlement reached in the course of the mediation shall be referred to the Arbitral Tribunal appointed by ILSCA and may be made a consent award on agreed terms. \*

Should the parties wish to select an alternative seat to Pune, India please specify the city and country of choice.

In case of a dispute arising out of a non-contractual legal relationship, the parties shall include Arb-Med-Arb clause.