



ARBITRATION RULES OF IOA ARBITRATION COMMISSION

Amended as on 22 December 2018

 *R. Muth*

1. Introduction

- 1.1 The following Rules (as amended from time to time by the IOA) ("the Rules") shall apply to all the members of the IOA including but not limited to the National Sports Federations, State Olympic Associations and the Athletes Commission. The Rules shall be followed in letter and spirit by the Arbitration Commission of the IOA as well as the interested parties referring their dispute to IOA Arbitration Commission.
- 1.2 In relation to arbitrations under these Rules, the role of Indian Olympic Association:
- to establish or assist in establishing Arbitration Tribunals/ Panels with power to resolve sports disputes in accordance with these Rules; and
 - to assist in the smooth running of the associated proceedings.
- 1.3 The responsibility of such Tribunals/ Panels is (amongst other things) to resolve:
- the disputes referred to them under the Constitution of the Indian Olympic Association; or
 - the disputes referred to them under the rules and regulations of a National Sports Federation or a State Olympic Association.

2. Arbitration Procedure

- 2.1 A Party or Parties jointly may Claim from a disciplinary, selection or other decision of a National Sports Federation, State Olympic Association, governing body, Club, Association or other member body of the Indian Olympic Association in so far as the regulations of the relevant body or a specific arbitration agreement provide for the dispute to be heard under the Rules of Indian Olympic Association.

2.2 Party Representation

The Party/ Parties/ Claimant may be represented before the Arbitration Tribunal/ Panel in person or through a duly authorised representative with prior intimation given to the Arbitration Tribunal/ Panel.

2.3 Notice

The Interested Party or the IOA shall submit to IOA Arbitration Commission and serve on the Respondent a notice of Claim/ Reference containing or accompanied by (collectively referred to as the "Notice of Claim"):

- the names and addresses and the relevant contact details of all the parties and notification if any are under the age of eighteen (with their date of birth (if known));
- details, and where available a copy, of the decision/ dispute Claimed from;
- the Petitioner's request for relief or remedy;
- if applicable an application to stay the execution of the decision Claimed from together with the reasons; or/ and
- any non-refundable deposit as set by the IOA from time to time.

2.4 Statement of Claim

Within ten (10) days from the Formation of the Arbitration Tribunal/ Panel, the Petitioner/ Claimant shall submit to IOA and serve on the Respondent a Statement of Claim/ Claim (7 sets) (failing which the Claim shall be deemed to be withdrawn) containing or accompanied by (collectively referred to as the "Statement of Claim"):

- a statement of the facts and any law giving rise to the Claim/ claim and upon which the Petitioner is relying;
- copies of all documents upon which the Petitioner is relying (certified true copies);
- a statement of any procedural matters upon which the parties have agreed or proposals in relation to such procedure.

2.5 Reply

Within fourteen (14) days of receipt by the Respondent of the Statement of Claim/ Claim, the Respondent shall submit to the IOA (7 sets) and serve on the Petitioner a reply containing or accompanied by (collectively referred to as the "Reply"):

- (a) confirmation or denial of all or part of the Petitioner's Statement of Claim/ 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;
- (b) copies of all documents on which the Respondent is relying unless the document has been previously submitted by the Petitioner;
- (c) any proposals in relation to the Claim procedure.

2.6 Further written submissions

Unless the IOA Arbitration Tribunal/ Panel permits or directs otherwise, the parties shall not submit further written argument(s) after the time limited for the submission of the Statement of Claim or the Reply, as the case may be.

2.7 If the Respondent fails to submit its Reply within the time-limit set, the Arbitration Tribunal/ Panel may nevertheless proceed with the arbitration and deliver its award or at its discretion grant more time to the Respondent to file reply.

2.8 Communication of the decision

- (a) The written decision and its reasons shall be communicated by the Arbitration Tribunal/ Panel to the parties and a copy sent to IOA as soon as possible and ordinarily within three (3) months after the receipt by IOA of the Notice of Claim.
- (b) The Arbitration Tribunal/ Panel shall try to dispose off a claim in (six) 6 hearings.
- (c) If for some reasons the Arbitration Tribunal/ Panel is unable to give a decision within the stipulated time period or six hearing, then the Arbitration Tribunal/ Panel may seek an extension of time from the Chairman of the IOA Arbitration Commission and have a maximum of 3 more hearing in the extended period.

3. Communications

- 3.1 The Parties and the Arbitration Tribunal/ Panel shall communicate through IOA on procedural matters (save for documents required under these Rules to be served on another party). The communication shall take place directly between the Arbitration Tribunal/ Panel and the parties with copies of all correspondence and documents to be sent at the same time to President of the IOA in headquarters in New Delhi.
- 3.2 Any communication from one party to IOA or to the Arbitration Tribunal/ Panel must be accompanied by a copy for the Arbitration Tribunal/ Panel or President of IOA (as the case may be), and a copy sent to the other party.
- 3.3 All communications shall be delivered or sent by registered post or email to the parties at the addresses set out for each in the Notice of Claim/ or Notice, or at such address as any party may have previously notified to President of IOA, the Arbitration Tribunal/ Panel and the other parties.

4. Conciliation

President of IOA before the formation of the Arbitration Tribunal/ Panel, and thereafter the Tribunal/ Panel, may encourage the parties to seek to resolve the dispute by conciliation.

5. Formation of the Tribunal/ Panel

- 5.1 Any dispute submitted to Arbitration Commission of the IOA shall be decided by a one or three member Tribunal or Panel ("the Tribunal/ Panel") appointed by the Chairman of the IOA Arbitration Commission.
- 5.2 IOA shall notify the parties of the name(s) of the Arbitrator(s) who are to constitute the Tribunal/ Panel and which Arbitrator has been appointed Chairperson.
- 5.3 If any Arbitrator, after appointment to a Tribunal/ Panel dies/ gives written notice of the desire to resign/ is removed/ refuses to act/ becomes unable or unfit to act, the IOA shall, in accordance



with the Rules appoint another Arbitrator to the Tribunal/ Panel in his/her place from the list of approved Arbitrators in IOA Arbitration Commission.

6. Jurisdiction of the Tribunal/ Panel

- 6.1 The Tribunal/ Panel may decide on its own jurisdiction, including whether the Tribunal/ Panel 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 which forms part of a contract or part of the rules and/or procedures of a sports body in India shall be treated as an agreement independent of the other terms of the contract or rules and/or procedures. If the Tribunal/ Panel 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.
- 6.2 The Tribunal/ Panel shall apprise the Chairman of the Arbitration Commission about every hearing. The Tribunal/ Panel will submit the final report to the Chairman. The Chairman will send final report to the President of IOA.

7. Conduct of the Proceedings

- 7.1 The Tribunal/ Panel 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/ Panel's opinion reasonably practicable so to do. The Tribunal/ Panel shall act in accordance with these Rules and any other applicable regulations. With the consent of the parties, the Tribunal/ Panel may proceed in an expedited manner for which it shall issue appropriate directions. Any decision of the Tribunal/ Panel 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.

8. Hearings

- 8.1 The Tribunal/ Panel 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.
- 8.2 Any party requesting an oral hearing has the right to be heard in front of the Tribunal/ Panel. In the absence of any such request, the Tribunal/ Panel shall endeavour to reach a decision without a hearing on the basis of the written pleadings and documents on record.
- 8.3 Any such hearings shall be in private unless the parties agree otherwise or unless the Tribunal directs.

9. Witnesses

- 9.1 The parties must notify the Tribunal/ Panel and other parties as soon as practicable and within any time limits set by the Tribunal/ Panel of the identity of any witnesses they wish to call and, if the Tribunal/ Panel 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/ Panel shall have power to decide whether such witness shall be required to attend or be called to give evidence at any hearing.
- 9.2 The Tribunal/ Panel may question a witness at any stage and shall control the questioning of a witness by the other parties.

10. Decisions and Powers of the Tribunal/ Panel

- 10.1 The decision and/or award of the Tribunal/ Panel shall be in writing and shall be dated and signed by the Arbitrator(s), and shall state the reasons on which it is based.



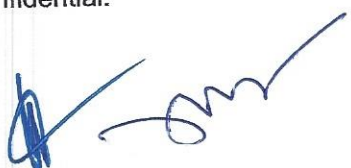
- 10.2 Tribunal/ Panel shall decide on any issue by a majority and if the Tribunal/ Panel fails to reach a majority decision on any issue, the decision of the Chairperson of the Tribunal shall be final.
- 10.3 All decisions and/or awards of the Tribunal/ Panel shall be final and binding on the parties. Any Appeal arising out of the decision of this Arbitration Tribunal/ Panel shall lie exclusively to the Court of Arbitration of Sports (CAS).
- 10.4 The Tribunal/ Panel 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.
- 10.5 In addition, the Tribunal/ Panel shall have the power:
- (a) to allow any party to amend its written case and/or to submit further evidence;
 - (b) to extend or abbreviate any time-limit provided by these Rules or any arbitration agreement;
 - (c) to conduct enquiries;
 - (d) to order any party to make any document under its control available for inspection by the Tribunal/ Panel;
 - (e) to order the production to the Tribunal/ Panel and the other party/parties for inspection, copies of any documents in a party's control which the Tribunal/ Panel considers relevant;
 - (f) to decide which rules of evidence on admissibility, relevance and/or weight shall apply;
 - (g) to dismiss a claim or to proceed in the absence of one or more of the parties, in the event of a failure to comply with any directions of the Tribunal/ Panel;
 - (h) to consolidate proceedings subject to the consent in writing of all the parties concerned;
 - (i) to join any other party to the proceedings on the application of a party, subject to the consent in writing of such third party; and
 - (j) to order on an interim basis, subject to final determination in a decision and/or award, any relief or remedy which the Tribunal/ Panel would have the power to grant in a final decision and/or award including a provisional order for security for costs, any deposit, the payment of any other money, to order a party to do or refrain from doing anything, and/or in any Claim, staying execution of the decision below. The Tribunal/ Panel may not make any interim order or grant any provisional award unless and until the Notice of Claim or the Notice as the case may be have been properly submitted and served.

11. Costs

- 11.1 The amount of the costs of arbitration (i.e. the costs of IOA, the Tribunal/ Panel and any experts appointed by the Tribunal/ Panel) shall be determined by the IOA, which are to be paid by the Party/ Parties.
- 11.2 The parties shall be responsible for their own legal and other costs unless the parties otherwise agree or unless the Tribunal/ Panel otherwise directs or unless any applicable regulations otherwise provide. The Tribunal/ Panel 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.

12. Confidentiality

- 12.1 The proceedings shall be confidential. The parties, IOA and the Tribunal/ Panel 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).
- 12.2 Notwithstanding Rule 14.1, IOA may publish the Tribunal/ Panel'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.



13. Retrospective Effect

This rules and regulations will have retrospective effect on any on going arbitration proceedings, from the date it is in effect.


14. Applicable Law

14.1 The seat of the arbitration shall be IOA Office at New Delhi, unless otherwise determined by the Tribunal/ Panel. However, the Tribunal/ Panel may at its discretion hold a hearing in another place.

14.2 Arbitrations under these Rules shall be decided in accordance with the law of CAS unless otherwise directed by the Tribunal/ Panel.

15. 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.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the left.