

FININ2MIN PROFESSIONAL LAW CORPUS - BATCH 03

Arbitration Council of India - Chairperson and Members Rules, 2022

Terms, salary, allowances and service conditions for Chairperson and Members.

Reviewed through 2026-07-18

Authors: CA Nikhil Gupta and Kajri Singh

India-first professional reference

Source status: Current architecture and amendment footnotes are mapped to the official India Code consolidation marked "As on 1 June 2026". This page is a detailed implementation publication, not a substitute for the signed Gazette, event-date law, applicable High Court rules or matter-specific advice. Open official Act PDF.

Dedicated Finin2min Summary - Chapter in 2 Minutes

- Terms, salary, allowances and service conditions for Chairperson and Members.
- India Code lists the rule under the Act with date 9 July 2022.
- Read with Part IA and current appointment/commencement instruments.
- Preserve Gazette source and later amendments.
- Do not infer that every Council function is operational without current status evidence.

Section-by-section provision map

Provision / gate	Statutory focus	Finin2min decode	Implementation	Evidence / control
Rule instrument	Arbitration Council of India - Chairperson	Terms, salary, allowances and service conditions	Map each rule to sections 43B-43M, appointing authority,	Official India Code rule entry/ Gazette,

Provision / gate	Statutory focus	Finin2min decode	Implementation	Evidence / control
	and Members Rules, 2022	for Chairperson and Members.	eligibility/service conditions, approvals and records.	appointment orders and payroll/service files.
Commencement/status	9 July 2022 India Code entry	Verify Gazette number, commencement and operational appointments before applying.	Maintain source PDF/hash and later amendments.	India Code rule table and e-Gazette.

Finin2min clause-by-clause decode

Rule instrument - Arbitration Council of India - Chairperson and Members Rules, 2022

Terms, salary, allowances and service conditions for Chairperson and Members.

Implementation: Map each rule to sections 43B-43M, appointing authority, eligibility/service conditions, approvals and records.

Evidence: Official India Code rule entry/Gazette, appointment orders and payroll/service files.

Commencement/status - 9 July 2022 India Code entry

Verify Gazette number, commencement and operational appointments before applying.

Implementation: Maintain source PDF/hash and later amendments.

Evidence: India Code rule table and e-Gazette.

Finin2min implementation explanation

Create one matter control sheet containing clause, seat, governing law, institution/rules, tribunal, court, claims, counterclaims, limitation, procedural calendar, budget, evidence, settlement authority and source version. Assign business, legal, finance and document owners.

Practical examples and calculations

- Terms, salary, allowances and service conditions for Chairperson and Members.
- Create a transaction-specific chronology, authority matrix, quantum sheet and source register before applying this module.

Quantum framework: separate principal, admitted amount, disputed amount, set-off/counterclaim, contractual/statutory interest, tax, costs, security, payments and mitigation. Preserve a reproducible spreadsheet and source documents.

Practical transaction application

At contract stage, define scope, seat/venue, governing law, institution/rules, tribunal number/appointment, language, notices, interim relief, confidentiality, consolidation/joinder, emergency relief, costs and survival. Link performance, acceptance, price, tax and change-control records to the dispute clause.

Authority, consent and execution controls

Verify legal entity, board/partner/delegated authority, power of attorney, notice authority, arbitrator appointment authority, pleading affidavit, settlement limits and payment/security approval. Preserve changes in directors/partners and insolvency status.

Stamp duty and registration alerts

The arbitration agreement may be in a stamped instrument. Under current Supreme Court law, stamping defects require a curative statutory process and do not by themselves erase the arbitration agreement; however admissibility, impounding, State rates and the underlying transaction still require current jurisdiction-specific review. Awards and settlements may also attract stamp/registration consequences by subject matter and State law.

Evidence and document-retention checklist

Maintain legal hold, originals register, immutable exports, metadata, contract versions, notices/service, procedural orders, pleadings, document production, witness/expert files, transcripts, award, court records,

security/payment and source-version hashes. Retention continues through challenge, enforcement and limitation.

- Executed contract and amendments
- Clause/rules version
- Authority and power of attorney
- Notices and service evidence
- Chronology and limitation sheet
- Invoices, delivery and GST records
- Pleadings and procedural orders
- Document production index
- Witness and expert files
- Hearing transcript/record
- Award/settlement and delivery
- Court, security and payment records

Performance, delivery and payment controls

Tie obligations to deliverables, acceptance criteria, change orders, certification, invoices, tax documents, payment milestones, retention, liquidated damages and cure notices. Quantify admitted, disputed, set-off and counterclaim amounts separately.

Breach, loss, mitigation and remedy framework

Stop avoidable loss, preserve evidence, serve contract/statutory notices, offer cure where required, mitigate, secure assets/evidence, quantify causation/remoteness, choose interim relief and maintain consistent civil/arbitration/insolvency strategy.

Limitation and forum controls

Use separate clocks for cause of action, contractual notice/cure, section 21 commencement, section 11 petition, pleadings, award, section 33, section 34, section 37, enforcement, foreign-award objections and insolvency. Confirm exclusion, acknowledgement and court holidays from current law.

Arbitration and mediation interface

Arbitration, conciliation and mediation are distinct. Define when negotiation/mediation pauses or does not pause limitation, how settlements are authenticated, and how court/tribunal proceedings are stayed, withdrawn or converted into an award/settlement order.

Company, partnership, GST and tax overlays

Companies/LLP/partnership law controls authority and liability; GST/income tax affects invoice evidence, damages, interest, withholding and settlements; FEMA governs cross-border payment/award remittance; IBC may impose moratorium and claim filing; accounting standards govern provisions, contingent liabilities and award recognition.

Chapter-specific decision flowchart

Arbitration Council of India - Chairperson and Members Rules, 2022 - decision flow



At each gate: verify current law, authority, limitation, evidence, quantum, remedy and cross-law overlays.

Finin2min Q&A

Is venue always the legal seat?

No. The clause, institutional rules and surrounding language must be analysed; the legal seat determines curial law and supervisory court.

Does filing a section 34 petition automatically stay enforcement?

No. A separate stay application/order is required under section 36, subject to the current statutory provisos.

Can an interested party unilaterally appoint the sole arbitrator?

Current Supreme Court neutrality jurisprudence makes such mechanisms high risk or invalid; use a neutral appointment process.

Does an unstamped contract make the arbitration clause non-existent?

Current Supreme Court law treats stamping as a curable issue and preserves separability; State stamp procedure and admissibility still require compliance.

Can a section 34 court re-hear the merits?

No. The court applies statutory grounds and current Supreme Court law; it is not a regular appeal.

Does negotiation automatically stop limitation?

No. Use a written standstill where lawful and calculate limitation under the Act, Limitation Act, acknowledgements and exclusions.

Can foreign awards be refused because the court disagrees with the facts?

Ordinarily no. Part II provides limited refusal grounds and excludes a merits review.

Should settlement authority be assumed from litigation authority?

No. Obtain specific board/partner/delegated authority and document tax, payment, release and default consequences.