

INTER-MEMBER DISPUTE RESOLUTION RULES

Version History

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Introduction

The purpose of these Inter-Member Dispute Resolution Rules (“**Rules**”) is to provide a framework for resolution of disputes between 2 (Two) or more Members arising out of the scope and/or interpretation of the Sahamati Membership Core Documents and/or Sahamati Membership Bye-Laws.

These Rules may be amended from time to time in terms of the Process for Consultation for Proposed Amendments to Sahamati Membership Documents.

Disputes *inter se* Sahamati Members

Any disputes arising between 2 (Two) or more Members out of or in connection with the Sahamati Membership Bye-Laws shall be addressed in the following manner:

1. The parties to the dispute shall make a good faith attempt to resolve their differences amongst themselves within the timelines specified below unless the parties mutually agree to extend the same. The parties shall use the Sahamati support application in order to resolve their dispute(s). Parties agree to acknowledge such tickets in 1 (One) Business Day and resolve the same within 5 (Five) Business Days from the creation of the ticket. Provided that, in case the ticket is categorised as a business-critical ticket (which shall be determined based on the classification of events as ‘business-critical events’ as approved by the Governing Council in accordance with the Terms of Reference), the party shall acknowledge the same within the first 12 (Twelve) hours of the first Business Day and resolve the same within 1 (One) Business Day from the creation of the ticket.
2. The relevant parties tagged in the ticket shall receive an email regarding the creation of the ticket. In case the party does not agree with the level of criticality assigned by the party raising the dispute, the criticality assigned by Sahamati shall be considered final.
3. If the parties are unable to amicably resolve the dispute amongst themselves through the Sahamati support application within the aforementioned timelines, either party to such dispute may escalate it to Sahamati within 5 (Five) Business Days of the closure of such ticket or non-closure within the timelines mentioned in Clause 1 above, through the support application. Sahamati shall play the role of a facilitator in discussions amongst the parties to the dispute and provide its inputs on the Sahamati Membership Core Documents and Sahamati Membership Bye-Laws, the interpretation or application whereof may be the subject matter of the dispute *inter se* such parties.
4. In the event the parties to the dispute fail to arrive at any mutual resolution through the process described in Clause 3 hereinabove within 15 (Fifteen) Business Days or such further period as may be mutually agreed upon by the parties, with the consent of all the parties to the dispute, the dispute may first be resolved by means of mediation/conciliation proceedings before an ODR Institution mutually determined by the parties. The procedural law of mediation/conciliation shall be the rules of the relevant ODR Institution. In the event that the

parties to the dispute fail to mutually determine an empanelled ODR Institution to resolve the dispute within 7 (Seven) Business Days, Sahamati shall appoint an ODR Institution within 3 (Three) Business Days (in accordance with the methodology approved by the Governing Council). The Parties hereby acknowledge and agree that in the event any party to the dispute raises an objection against or is not agreeable to the ODR Institution appointed by Sahamati, Sahamati shall appoint an alternate ODR Institution ("**Second ODR Institution**") within 3 (Three) Business Days or such other time period as may be mutually agreed between Sahamati and the parties to the dispute in writing, from receipt of the objection, by Sahamati.

5. In the event the parties to the dispute fail to arrive at any mutual resolution through the process described in Clause 3 hereinabove within 15 (Fifteen) Business Days or such further period as may be mutually agreed upon by the parties, and mutually agree to seek resolution of the dispute by means of arbitration through a mutually determined ODR Institution, or if the parties are unable to resolve their dispute through mediation/conciliation before the ODR Institution as per the process described in Clause 4 hereinabove, either party to such dispute may initiate arbitration proceedings before an empanelled ODR Institution. In the event that the parties to the dispute fail to mutually determine an empanelled ODR Institution to resolve the dispute within 7 (Seven) Business Days, Sahamati shall appoint an ODR Institution within 3 (Three) Business Days (in accordance with the methodology approved by the Governing Council). The Parties hereby acknowledge and agree that in the event any party to the dispute raises an objection against or is not agreeable to the ODR Institution appointed by Sahamati, Sahamati shall appoint an alternate ODR Institution ("**Second ODR Institution**") within 3 (Three) Business Days or such other time period as may be mutually agreed between Sahamati and the parties to the dispute in writing, from receipt of the objection, by Sahamati.
6. The Parties agree that in the event that any party to the dispute is not agreeable to resolve the dispute through the ODR Institution or raises an objection against the appointment of the Second ODR Institution for resolution of dispute, such party shall be entitled to directly initiate the arbitration proceedings and refer such dispute to an arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (or any statutory amendments thereof or any statute enacted for replacement thereof) within 15 (Fifteen) days of providing Sahamati and the other party(ies) to the dispute a notice, in writing. The arbitral tribunal shall consist of 1 (One) arbitrator appointed mutually by the parties to the dispute, in writing. The seat of the arbitration shall be Mumbai, India. The arbitration proceedings shall be conducted in English. The arbitrator may lay down from time to time the procedure to be followed in conducting arbitration proceedings and shall conduct arbitration proceedings in such manner as the arbitrator considers appropriate.
7. In the event of arbitration by the empanelled ODR Institution appointed by Sahamati for resolution of the dispute, the appointed ODR Institution shall appoint an independent sole arbitrator from its panel of arbitrators, in accordance with its rules, to adjudicate the dispute. Such arbitration process shall be conducted (including for recording of evidence or tendering of documents), concluded and administered online by the ODR Institution through its website/platform or its mobile application. The seat of arbitration proceedings shall be Mumbai, Maharashtra. The procedural law of arbitration shall be the rules of the relevant ODR

Institution. The language of the proceedings shall be in English. In case of any inconsistency between the rules of the ODR Institution and the Arbitration and Conciliation Act, 1996, the provisions of the Arbitration and Conciliation Act, 1996 shall prevail.

8. The decision of the arbitrator, whether appointed by the ODR Institution empanelled and appointed by Sahamati for resolution of the Inter-Member Disputes or appointed by the Members in accordance with Clause 6 above, shall be binding on all the parties to the dispute and the parties shall take such actions as may be necessary to give effect to the decision of the arbitrator.
9. Subject to the dispute resolution framework set out hereinabove, the competent courts and tribunals at Mumbai, India shall have exclusive jurisdiction and the parties submit to the same.
10. Each party shall bear their own legal fees/ costs/ expenses associated with the resolution of any dispute, subject to orders as to costs issued by the arbitrator, if applicable.
11. Capitalised terms used but not otherwise defined herein shall have the same meaning as ascribed to them in the Sahamati Membership Terms.