

EXPEDITED

Arbitration Rules & Procedures, 2023

Effective January 30, 2023



MILES

MEDIATION & ARBITRATION

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Rule 1: Applicability¹

- (i) Unless otherwise expressly agreed upon by the parties to a dispute, the Miles Expedited Arbitration Rules & Procedures, 2023 ("**Expedited Rules**") shall apply in all such cases where either the claim or the counterclaims, as filed by the parties does not exceed \$50,000 exclusive of interest, attorneys' fees, and costs of the arbitration proceedings before Miles Mediation & Arbitration Services, LLC ("**Miles**").
- (ii) If parties to an arbitration agreement or contractual arrangement expressly stipulate that any dispute or claim arising out of such arbitration agreement or contractual arrangement shall be resolved under the Expedited Rules, the Expedited Rules shall govern the proceedings and take precedence over any contradictory terms of the arbitration agreement or contractual arrangement between the parties.
- (iii) The Expedited Rules shall not govern the arbitration proceedings if:
 - (a) The parties to the dispute have expressly agreed to opt out of the Expedited Rules; or
 - (b) A court of competent jurisdiction directs parties, either *suo motu* or on an appropriate application by a party to the dispute, to not apply the Expedited Rules to the arbitration proceedings.

Rule 2: Demand for Expedited Arbitration

- (i) An arbitration with Miles shall be deemed commenced upon receipt of a request for arbitration ("**Demand**") by the claimant which shall include the following:
 - (a) the details of parties to the dispute including registered name, postal address, telephone number, and email address;
 - (b) the details of the parties' legal representatives including their names, postal address, telephone number, and email address;
 - (c) a copy of the arbitration agreement contained in the underlying contract, contractual arrangement, or an order from a court of competent jurisdiction;
 - (d) the details of such arbitration agreement/ contractual arrangement/ court orders including law governing the arbitration, seat and language of the arbitral proceedings, and proposed appointment of the arbitrator;
 - (e) the details of the nature and circumstances of the dispute;
 - (f) the details of preliminary measures requested, if any; and
 - (g) the details of reliefs sought.
- (ii) The Demand can be filed by the claimant with Miles in one of the following ways:
 - (a) e-filing through www.milesadr.com/demand-for-arbitration/;

¹ Rule headings are mentioned solely for the purposes of reference and are not subject to interpretation.

- (b) by completing the draft Demand available on www.milesadr.com/demand-for-arbitration/ and physically filing the said Demand with any Miles' locations;
 - (c) by completing the draft Demand available on www.milesadr.com/demand-for-arbitration/ and emailing the said Demand to arb@milesadr.com.
- (iii) Upon receiving the Demand, a case manager from Miles will issue a confirmation to the concerned parties acknowledging the receipt of the Demand within one (1) business day from the date of such receipt of the Demand ("**Acknowledgment**").

Rule 3: Response

- (i) The Respondent shall file a response to the Demand ("**Response**") within a stipulated time period of fourteen (14) days from the date of receipt of the Demand. The Response shall include, *inter alia*, the following information:
- (a) Objections, if any, to the existence, validity, or value of the monetary claims asserted by the Claimant; and
 - (b) Counter-claims or set-offs, if any, including a detailed estimate of the monetary value of such counter-claims or set-offs, exclusive of interest, attorneys' fees, and costs of the arbitration proceedings.
- (ii) Unless extraordinary circumstances so compel, the Respondent shall not be granted an extension beyond an additional time-period of seven (7) days to file and serve its Response to the Demand.
- (iii) The Respondent shall serve a copy of the Response in accordance with applicable rules and regulations upon the Claimant, as well as electronically serve a copy of the Response to Miles at arb@milesadr.com.
- (iv) Along with the Response, the Respondent shall make a payment of \$1000 towards Miles' administrative and commencement fees.

Rule 4: Commencement of Expedited Arbitration Proceedings

- (i) Upon receiving the Demand to arbitrate under the Expedited Rules, the arbitration proceedings under these Expedited Rules shall be deemed commenced.
- (ii) Prior to the constitution of the arbitral tribunal, a claim or counterclaim asserted by either party to the dispute may be increased upon consent of all involved parties. Upon mutually agreeing to an increase in the disputed amount, the parties shall file a joint application with Miles, where such application must reflect the terms and conditions as agreed upon by the parties.

- (iii) Upon the appointment and constitution of an arbitral tribunal, any increase in the amount of disputed claim, counterclaim, or set off may be accepted only if such increase is approved by the arbitral tribunal.
- (iv) If an increased claim or counterclaim exceeds \$75,000, the dispute will be administered under the Miles Mediation & Arbitration Commercial Arbitration Rules, 2022 or any such other rules that may be mutually agreed upon by the parties. However, all parties to the dispute may mutually agree that the dispute be administered under the Expedited Rules.

Rule 5: Constitution, Appointment, and Jurisdiction of Arbitral Tribunal

- (i) Unless otherwise expressly agreed upon by the parties, Miles shall appoint a sole arbitrator from the Miles Roster for Expedited Arbitrations to administer the arbitration proceedings within three (3) business days from the receipt of Response.
- (ii) The arbitrator shall have the power to rule on its own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement and the arbitrability of the subject matter of the dispute. Any decision by the arbitrator that the underlying contractual agreement is null, and void shall not invalidate the arbitration agreement.
- (iii) Any application by the parties objecting to the jurisdiction of the arbitrator shall be raised not later than the submission of the Response, unless expressly agreed upon by all parties.
- (iv) The arbitrator may rule on the application referred to hereinabove either as a preliminary issue or in an award on the merits.

Rule 6: Preliminary Conference

- (i) Where the parties and the arbitrator agree that the arbitration proceedings will be conducted on the sole basis of submission of pleadings, brief written submissions, documentation, and exhibits, within three (3) business days from the confirmation of the arbitrator's appointment, the arbitrator shall schedule an initial conference with all concerned parties to establish timelines for submission of documents, manner of compilation, and any other information that the parties and the arbitrator may deem fit and appropriate.
- (ii) Where the parties and the arbitrator agree that the arbitration proceedings will be conducted through oral arguments, within fourteen (14) days of the confirmation of the arbitrator's appointment, the arbitrator shall schedule an initial conference with all concerned parties to establish through a scheduling order, *inter alia*, the date, time, and place of arbitration hearing. Additionally, the parties and the arbitrator shall

also agree upon the timelines for submission of pleadings, written submissions, and compilation of exhibits during the initial conference.

- (i) During the preliminary conference, the arbitrator shall complete the procedural order after conferring with the parties and finalize the schedule for the expedited arbitration proceedings.

Rule 7: Pre-Hearing Submissions

- (i) At least seven (7) business days prior to the arbitration hearing, the parties shall serve upon each other a list of an exhibits that the parties intend to rely upon and submit at the hearing. Simultaneously, parties will serve an electronic copy of the exhibits that they seek to rely upon and submit during the hearing to Miles at arb@milesadr.com.
- (ii) The format, numbering, and compilation of the exhibits shall be unanimously decided upon by the parties prior to the arbitration hearing.
- (iii) All issues arising from the exhibits shall be resolved by the arbitrator, upon a written application from either party to the arbitration.

Rule 8: Arbitration Proceedings: Documentary Submissions

- (iii) Unless otherwise expressly agreed upon by the parties or as directed by the arbitrator, if neither party's claims, counterclaims, or set-offs exceed \$20,000 exclusive of interest, attorneys' fees and costs of the arbitration, the dispute shall be resolved solely by submission of relevant pleadings, brief written submissions, and relevant documentation and exhibits.
- (iv) During the arbitration proceedings, either party or the parties mutually may make an application to the arbitrator to conduct an oral hearing to determine issues, or parts thereof in the matter. The arbitrator, upon hearing the parties pursuant to the said application, may determine whether oral hearings are necessary for an effective adjudication of the dispute.
- (v) The arbitrator shall also have the power to determine *suo motu* whether an oral hearing is necessary to effectively adjudicate either all issues or parts thereof of the matter.

Rule 9: Arbitration Proceedings: Oral Hearings

- (i) During the oral hearing, each party shall be given the opportunity to submit its evidence, present oral arguments, and rest its case. However, unless otherwise warranted by extraordinary circumstances, no hearing shall exceed more than one (1) business day.

- (ii) For sake of brevity and transparency, prior to the arbitration hearing, the arbitrator shall determine the sequence of the submission of oral arguments. Additionally, if the arbitrator in its sole discretion deems it necessary, it may conduct another hearing within five (5) business days of the conclusion of the first hearing.

Rule 10: Award

- (i) Within twenty-one (21) days from either the conclusion of the oral arguments, or submission of the last compilation of the documents, arbitrator shall issue a final award.
- (ii) Unless otherwise expressly agreed upon by the parties, the final award shall be reasoned opinion.

Rule 11: Indemnity

- (i) Neither Miles, nor any arbitrator appointed under these Expedited Rules, shall be liable in damages to any party for any act or omission in connection with any arbitration undertaken pursuant to these Expedited Rules.
- (ii) All parties to any arbitration undertaken pursuant to these Expedited Rules shall indemnify and hold Miles and the arbitral tribunal harmless from any claim, litigation or dispute arising directly or indirectly out of the arbitration or any proceeding thereunder, to include all costs, expenses, and attorneys' fees, incurred directly or indirectly from any such claim, litigation, or dispute.

Rule 12: Document Retention

- (i) Neither Miles nor the arbitral tribunal shall not be required to maintain any official record of the arbitration proceedings and shall hold all materials submitted during the arbitration for only ninety (90) days after an award is issued.
- (ii) Neither Miles nor the arbitral tribunal shall be responsible for any documentation requested by the parties to the arbitration proceedings beyond the stipulated time period of ninety (90) days.

Rule 13: Costs and Fees

- (i) The total costs of emergency arbitration proceedings including Miles' commencement and administrative fee and arbitrators' hourly fee shall be \$5000. Since emergency arbitrations are expected to conclude within one day, if the hearing exceeds the given time frame, Miles shall charge \$500 for each such additional day of hearing.
- (ii) The total costs shall be equally split between the parties, unless otherwise agreed upon by the parties or required by law.

