

**AGREEMENT BETWEEN THE  
FEDERATION OF INDIAN CHAMBERS OF COMMERCE AND INDUSTRY  
AND THE  
JAPAN COMMERCIAL ARBITRATION ASSOCIATION  
REGARDING THE USE OF ARBITRATION FACILITIES IN TRADE BETWEEN  
INDIA AND JAPAN**

---

1. The Federation of Indian Chambers of Commerce and Industry and the Japan Commercial Arbitration Association are agreed henceforth to recommend to firms engaged in trade between India and Japan the insertion in their contracts of the following arbitration clause:

“Any dispute or claim arising out of or relating to this contract shall be settled by arbitration. If the arbitration is to be held in India, the dispute shall be submitted to the Arbitration Tribunal of the Federation of Indian Chambers of Commerce and Industry and shall be conducted in accordance with the Rules of that Tribunal. If the arbitration is to be held in Japan, it shall be conducted in accordance with the Rules of the Japan Commercial Arbitration Association.

In the event that the parties have not designated the place of arbitration or are unable to agree thereon within 30 days after the demand for arbitration has been made, the place of arbitration shall be determined by a Joint Arbitration Committee of three members, one to be appointed by the Arbitration Sub-Committee of the Federation, another by the Japan Commercial Arbitration Association and the third of a nationality other than that of any one of the parties to act as Chairman to be chosen by the other two members. In deciding the place of arbitration, the Joint Arbitration Committee shall consider among others the principle that, if only the quality of the goods is in dispute and/or inspection of the goods is necessary, arbitration of such case shall take place at the place where the merchandise is located. The party demanding arbitration according as he is resident in India or Japan shall give notice to the Arbitration Tribunal of the Federation or the Japan Commercial Arbitration Association, as the case may be. The Arbitration Tribunal of the Federation or the Japan Commercial Arbitration Association, as the case may be, shall request both the parties to submit their agreement and reasons within 30 days for preference regarding the place of arbitration. The determination of the place by the Joint Arbitration Committee shall be final and binding.”

2. The Federation and the Japan Commercial Arbitration Association each agrees to establish and maintain such International Panels of Arbitrators as may be necessary to carry out the purpose of this agreement, viz, to co-operate in promoting the use of mutual facilities for commercial arbitration between the two countries and to advise each other personnel of these Panels.

**New Delhi, India.  
Date: 5th May, 1955**

**THE FEDERATION OF INDIAN CHAMBERS OF  
COMMERCE AND INDUSTRY  
Shantilal Mangaldas (Signed)  
President**

**Tokyo, Japan.  
Date: 23rd may, 1955**

**THE JAPAN COMMERCIAL ARBITRATION ASSOCIATION  
Aiichiro Fujiyama (Signed)  
President**