

Annexure 1- Sample Invocation Letter

Date of Sending the Notice

Customer name

Customer address

Customer Phone number &

Customer's Email ID]

Ref: Loan Account Number [.]

Dear Customer,

1. At your request, as detailed in the application no. _(application no.)_____, a personal loan was granted to you by -(lender name)--, for an amount aggregating to [loan amount] (“Facility”). Pursuant to the terms of the Application, you are required to repay the Facility in equated monthly installments along with applicable interest. However, you have not maintained financial discipline and have failed to repay the said Facility along with interest, despite repeated reminders to that effect.
As of ___due date____, your total outstanding stands at _____**outstanding amount**_____.
2. The Application submitted by you requires that a dispute arising out of or in connection with the Facility shall be settled by arbitration under the Arbitration and Conciliation Act, 1996.
3. If the above-mentioned outstanding amount is not paid by the customer, we shall invoke the arbitration clause, and notwithstanding anything contained in the Application, any claim or dispute (whether in contract, tort or otherwise) arising out of or in connection with this agreement, including any question regarding its existence, validity, breach or termination, shall be referred to and resolved by arbitration as per the Arbitration and Conciliation Act, 1996 and shall be conducted and administered online by Sama, an independent Electronic-Alternate Dispute Resolution (E-ADR) Institution recognized by Ministry of Law and Justice, Government of India.
4. The arbitration tribunal shall consist of a sole arbitrator appointed in accordance with the Arbitration Rules. The seat of the arbitration proceedings shall be Bangalore. All arbitration proceedings shall be conducted in the English language. Any award of such arbitration tribunal shall be final and binding on the parties.
5. Sama is an independent arbitration and alternative dispute resolution institution that allows parties to resolve their disputes remotely on its online platform by means including arbitration, ensuring minimal inconvenience to the parties involved. In light of the pandemic, the resolution of the dispute through arbitration by Sama will ensure independent and neutral appointment of the arbitrator, and will allow you to minimize time, effort, and travel for the proceedings at a fixed cost. To know more about Sama, please visit _____[www.sama.live]_____.

For any further queries regarding this, please call on -(mobile number of claimant representative)- or email at ---(-email ID of claimant representative)---

Looking forward to hearing from you.

Yours faithfully,

Authorized signatory of XYZ

Annexure 2- Sample Letter of Request

(Please note the case uploading excel and Master Service Agreement entered with an enterprise user engaging Sama for ODR services can work as letter of request)

Date

To

Odrways Solutions Private Ltd,
W-901, Rohan Jharokha 2,
Yemalur, Near HAL Airport
Bangalore, Karnataka 560038
info@sama.live

**Subject: Request to initiate Arbitration Proceedings against Panduranga Shetty
("Respondent") in case no. 411821203**

Ref: Arbitration Notice - CMC/ARB/CUS/1/2020 dated 28-04-2020

Dear Sir,

In accordance with section 21 of the Arbitration and Conciliation Act, 1996 we, the Claimant, had sent an Arbitration Notice - CMC/ARB/CUS/1/2020 dated 28-04-2020 ("Invocation Notice") in case no. 411821203. However, the Respondent has not responded to the Invocation Notice.

In light of the Memorandum of Understanding dated 17-04-2020, between XYZ Private Limited and Odrways Solutions Private Ltd we request you to proceed with the case in accordance with our dispute resolution policy, Sama rules, and the Arbitration and Conciliation Act, 1996.

We are hereby submitting the statement of claim and the supporting documents online on the Sama platform.

Please do the needful.

Yours Faithfully,

XYZ,

Authorised Representative

Name of the Organization

Annexure III- Sample Statement of Claims

BEFORE THE LEARNED SOLE ARBITRATOR

Empanelled at : SAMA an independent , registered/recognized ADR{ODR} Institute

Submitted on line : Through registered e-mail account at SAMA

XYZ Bank, Address

Through Authorized Signatory

,E-mail :Mob:.....

Claimant-Bank

Versus

shri Atul s/o shri chatter age....caste.....r/o F-1 , 290-R-291 ,

Sultanpur , New Delhi -110086

E-mail :..... Mob :.....

Respondent

Statement of Claim for recovery of outstanding amount

Rs.....with

interest under SAMA Arbitration Rules

read with Arbitration and Conciliation Act,1996

May it please your honour ,

The humble claimant most respectfully begs to submit as under:

1. The Claimant is a public limited body incorporated under the provisions of the Companies Act 1956 and a banking company under the provisions of the Banking Regulation Act, 1949 and provides the loan facilities in various manner through its network/branches in all over India under the guidelines of RBI. The shri..... is the authorized signatory. The claimant-Bank has duly authorized its authorized signatory to do all acts on behalf of Claimant particularly to institute proceedings , to represent the Claimant , to sign and verify documents on its behalf , to swear affidavits/declarations etc before Arbitrator/court of law and before any judicial and quasi judicial authority and to do all such other things as may be necessary for the successful pursuit of this matter.
2. Respondent in need of Personal Loan and being desirous of availing said credit facility, approached the Claimant at its branch office and applied for availing the said credit facility. That the Respondent was informed about the terms and conditions of the said credit facility stipulated under the Credit Facility Application Form and after being made aware of the same, the Respondent expressed his desire to avail the said credit facility from the Claimant, accordingly the Respondent submitted an application for availing the said credit

facility and executed relevant, necessary, required documents and agreement. Copies of all loan documents hereto annexed and marked as Exhibit "A" .

3. That , under the said loan agreement no : LPDEL000xxxx dated....., finance facility {loan } of Rs.5,00,000/ was sanctioned and disbursed to the respondent by the claimant at the 14% p.a. rate of interest , in case of delay/default in repayment of the principal and/or interest amount, penal charges at the rate of 24% p.a. over and above the normal interest rate would be charged , the entire amount including interest/other charges etc is to be paid in 48 monthly instalment of Rs.13721/ each due from january,2018 to December ,2021, it was also agreed that respondent will provide, furnish and disclose on oath all the assets/properties owned by him during the arbitration and before the court.
 4. That the claimant submits that after availing of the Facility, the respondent failed and neglected to pay the monthly instalments regularly as per the terms and conditions agreed upon by the Respondent and ECS A/C No.54055917613 issued by the Respondent for payment of the monthly instalments were returned unpaid as reflecting in the statement of account¹. Owing to the said reason, position of the loan account of the Respondent with the Claimant became irregular. That the Respondent was not making payment as per the repayment schedule in spite of several repeated reminders for payment of the overdue amount and the Respondent failed and neglected to clear the outstanding dues and neglected to regularize the account and became defaulter.
 5. That an amount of Rs **469376.02/-** (Rupees Four Lakh sixty nine thousand three hundred seventy six rupees two paisa Only) is outstanding with respect to the loan account inclusive of interest up to **16th Sept'2019** . The Respondent has made last transaction in the said account on **30th March'2019**. The account of Respondent was identified and declared as Non-Performing Asset (NPA). Therefore, in accordance with the terms and conditions of the Loan Documents, the Claimant was constrained to recall the Facility and demanded the entire dues towards the full re-payment of Loan outstanding amount with interest and other charges vide its letter/notice dated **19th June 2019** .However the Respondent in spite of the said notice failed, neglected and refused to respond to the said notice and / or to comply with the requisitions contained therein even after expiry of the stipulated period specified in the notice. The Respondent is also liable to pay further accrued interest on the aforesaid amount and penal interest as defined in SOA with monthly rests till full realization and cost to the Claimant. Hereto annexed and marked as **Exhibit "B"** is a copy of the notice dated **19th June 2019**.
 6. Despite aforementioned Notice, neither any response has been received from the Respondents nor did they approach the Claimant to resolve the dispute between the parties amicably.
 7. Thereafter, in accordance with the Arbitration Clause of the terms of the Loan Documents read with the Consent Letter, the Claimant addressed a notice dated 18thSeptember 2019, **EADR/CON-ARB/20190918/20** to the Respondent, invoking Arbitration and referring the dispute regarding repayment of the outstanding amount under the Facility to SAMA for ODR{ ONLINE DISPUTE RESOLUTION}. The arbitration clause is reproduced below:
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“Any claim or dispute, whatsoever (whether in contract, tort or otherwise), arising out of or in connection with this agreement, including any question regarding its construction, existence, validity, breach or termination, shall be resolved and settled by arbitration in accordance with the Arbitration & Conciliation Act, 1996 including amendments thereto and shall be conducted and administered online by SAMA, a neutral independent institution, in accordance with rules of SAMA as applicable to fast track e-arbitration, available on the internet and hosted on the website [www.sama.live] maintained by SAMA. The arbitration tribunal shall consist of an independent sole arbitrator appointed in accordance with the rules of SAMA. The seat of the arbitration proceedings shall be Mumbai. All arbitration proceedings shall be conducted in the English language and the procedural law of the arbitration shall be Indian law. The award of the arbitration tribunal shall be final and binding on the parties.

The rights and obligations of the Parties under, or pursuant to, this Clause, including any appeal/ application for setting aside the arbitral award shall be subject to the exclusive jurisdiction of the competent courts at Mumbai and the Borrower/s shall not object to such jurisdiction.”

Hereto annexed and marked as **Exhibit “C”** is a copy of the Notice 18th September 2019, **xyz/CON-ARB/20190918/20**, invoking arbitration.

8. As per the consent given by the respondent in response of notice of invocation of arbitration dated 18/09/2019 , the claimant-Bank is compelled to refer the matter to SAMA to do accordingly , hence this claim is being presented along with letter of reference/request.
9. The Claimant states that the Respondent have on several occasions clearly, expressly and unequivocally admitted their liability to pay to the Claimant the outstanding amounts under the Facility. In the circumstances, the Claimant submits that it is just and expedient that an Award and Order be passed directing the Respondent to pay to the Claimant an amount of **Rs.469376.02**(Rupees Four Lakh sixty nine thousand three hundred seventy six rupees and two paise *Only*) due as on **16th Sept 2019** plus further interest from date of filing of this claim at 24% p.a. over and above the applicable rate of interest on the defaulted principal and interest till the time default continues.
10. The Claimant submits that the Respondent be directed to pay the costs and legal expenses of the present arbitral proceedings, including the fees of the Ld. Sole Arbitrator and all other expenses incurred by the Claimant in respect thereof.
11. The Claimant submits that the present claim is filed in time and no part of the present claim is barred by limitation. The disputes between the parties arise out of the default committed by the Respondents under the Loan Documents. The Claimant has approached this Tribunal at the earliest given opportunity without any delay or laches.
12. The claims and disputes referred to in the arbitration arise out of the defaults committed by the Respondents under the Loan Documents and therefore, fall within the scope of the arbitration agreement entered into between the parties. As per the Consent Letter the seat

of arbitration is Mumbai. This Hon'ble Tribunal therefore, has the requisite jurisdiction to entertain the present Claim.

13. The Claimant will rely on documents, a list whereof is annexed hereto.
14. Ravi Sharma, on behalf of the Claimant is aware of, and able to depose to the facts of the case has signed and verified the present Statement of Claim on behalf of the Claimant.

RELIEFS SOUGHT/PRAYERS

15. The Claimant, therefore prays that an award be made in favour of the Claimant and against the respondent , for the following reliefs:-
 - a) declare that the arbitrator has jurisdiction to consider the dispute described herein between the Parties;
 - b) that an Award and Order be passed directing the Respondent to pay to the Claimant an amount of Rs. **469376.02** (*Rupees* . Four lakh sixty nine thousand three hundred seventy six rupees two paise *Only*) plus further interest from date of filing of this claim at 24 % p.a. over and above the applicable rate of interest on the defaulted principal and interest till the time default continues till payment and/or realization thereof as more particularly setout in the Particulars of Claim (Exhibit "D");
 - c) that pending the hearing and final disposal of the arbitral proceedings, this Hon'ble Tribunal be pleased to direct the Respondents to disclose on oath and/or on Affidavit, all assets and properties owned by each of them giving complete details thereof;
 - d) that the Respondents be directed to pay the costs and legal expenses of the present arbitral proceedings, including the fees of the Ld. Sole Arbitrator and all other expenses incurred by the Claimant in respect thereof;
 - e) that for all the purposes aforesaid, such necessary Order may be passed, directions be given and enquiries be made to secure effective reliefs to the Claimant in respect of the present Claim;
 - f) for such other and further reliefs as this Hon'ble Tribunal may deem fit in the facts and circumstances of the present case.

Dated this 13th of March 2020.

For ICICI Bank Limited

Claimant

VERIFICATION

I, Ravi Sharma, Indian Inhabitant, the **Authorized officer** of the Claimant above named, having my office at **ICICI BANK LTD PLOT NO. 7, COMMUNITY CENTRE S.D. TOWER, SECTOR 8, ROHINI, NEW DELHI -110085** do hereby solemnly declare that what is stated in

Paragraph Nos. 1 to 15 is true to my personal knowledge and what is stated in Paragraph Nos. 1 to 15 is based on information and legal advice obtained by me which I believe to be true.

[AUTHORIZED SIGNATORY

]

Dated this 13th of March, 2020)

Exhibit D

PARTICULARS OF CLAIM FOR LOAN ACCOUNT NO. LPDEL000xxxx

PARTICULARS	AMOUNT
Principal outstanding	Rs. 392424/-
Late Payment Penalty	Rs. 11325 /-
Cheque Bouncing charges and other charges	Rs. 7552 /-
Interest for the month	Rs. 1353 /-
Prepayment charges @ ____% at Outstanding principal	Rs. 23153.02 /-
Interest in pending instalment	Rs. 33569 /-

Total amount payable as on 16 th Sept'19 _____	Rs. 469376.02/-
	=====

Sample Declaration

BEFORE THE LEARNED SOLE ARBITRATOR

Empanelled at : SAMA an independent , registered/recognized ADR{ODR} Institute

Submitted on line : Through registered e-mail account at SAMA

--- Bank limited

Claimant-Bank

Versus

shri Anil

Respondent

DECLARATION IN SUPPORT OF CLAIM

I , Ravi Sharma , authorized signatory of claimant , conversant with the facts of this matter , hereby declare on oath as under :

Statement of Claims

16. “The Claimant is a public limited body incorporated under the provisions of the Companies Act 1956 and a banking company under the provisions of the Banking Regulation Act, 1949 and having its registered office at the address more particularly set out in the cause title above.....

.....

for such other and further reliefs as this Hon’ble Tribunal may deem fit in the facts and circumstances of the present case.”

Dated this- 13th of March, 2020.

For -- Bank Limited, Claimant

VERIFICATION

I, Ravi Sharma, Indian Inhabitant, the **Authorized officer** of the Claimant abovenamed, having my office at ----- do hereby solemnly certify and declare under penalty of perjury under the relevant law ,that what is stated in Paragraph Nos. 1 to 23 is true to my personal knowledge and what is stated in Paragraph Nos. 1 to 23is based on information and legal advice obtained by me which I believe to be true.

Solemnly declared at Delhi

Dated this 13th of March, 2020

Before me,

Exhibit E

PARTICULARS OF CLAIM FOR LOAN ACCOUNT NO-LPDEL000xxxxx

PARTICULARS

AMOUNT

=====

Annexure 4- Fee Schedule

- 1) The fee will be according to the following slabs. The services provided include- Filing fee, Online Arbitration Platform fee, Arbitrator fee, E-signature & Case Management fee (for administrative support).

Ticket Size (in Rupees)	Cost (in Rupees)
0 - 5 Lakh [L]	3500
5 L - 10 L	4000
10 L - 15 L	4500
15 L - 20 L	5000
20L-50L	10,000
50L- 1 Crore	20,000

- 2) Pilot Fee- The fee will be **INR 4000 for the first 200 cases or the first year**, whichever happens earlier. This flat fee covers end to end services for online arbitration including- Notice of Invocation filing fee, Online Arbitration Platform fee, Arbitrator fee, E-signature and Case Management fee (for administrative support)
- 3) The fee to request for an arbitration record is Rs 250.