

An aerial photograph of the Caspian Sea, showing the water body in shades of blue and green, surrounded by brown and tan landmasses. The sea is the central focus, with mountains and valleys visible on the left and right sides. The sky is bright with some clouds.

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CASPIAN ARBITRATION SOCIETY

THE WORLD'S MOST ADVANCED FRAMEWORK
FOR INTERNATIONAL ARBITRATION

CAS OBJECTIVES

1. Create one of the world's most advanced and innovative sets of arbitration rules.
2. Provide the minimum necessary support for arbitration proceedings so that parties do not have to go to local courts for minor matters such as appointment of arbitrators and arbitrator challenges.
3. Maintain a list of arbitrators all of whom have experience in matters involving the Greater Caspian Region.
4. Serve as a forum for exchange of knowledge and ideas about arbitration generally, to promote and continuously improve this method for resolution of international disputes.

ARTICLE 8: DEFAULT AWARDS

8.1. In the event that the Respondent fails to file a Response to the Notice of Arbitration pursuant to these Rules, then the following provisions shall apply:

1. The Tribunal shall be appointed as per the parties' arbitration agreement and/or these Rules, save that where the Respondent is required to appoint an arbitrator, the arbitrator shall be appointed by the Advisory Board of the CAS instead;
2. once the Tribunal is constituted, the Claimant shall:
 1. provide to the Tribunal sufficient evidence to demonstrate that all reasonable efforts have been made to bring the Notice of Arbitration to the attention of the Respondent; and
 2. file a Statement of Case in accordance with the applicable provisions of these Rules.

8.2. The Tribunal shall issue a final award granting all of the Claimant's claims except for those, if any, which the Tribunal considers to be manifestly without merit.

8.3. In the event that the Respondent files a Response to the Notice of Arbitration, the Claimant files a Statement of Case, but the Respondent then fails to file a Statement of Defence or otherwise contrary to these Rules ceases its participation in the arbitration for a period of over 28 days, the Tribunal shall have the power, upon the Claimant's application on notice to the Respondent, to issue a final award granting all of the Claimant's claims except for those, if any, which the Tribunal considers to be manifestly without merit.

8.4. In the event that, following a peremptory order from the Tribunal, a party fails:

1. to comply with an order to provide security for costs;
2. to comply with an interim injunction granted by the Tribunal; or
3. to comply with an order to provide security for any claim or counterclaim;

the Tribunal shall have the power to grant the relief sought by the party in whose favour the order has been made (i.e. issue an award in favour of the Claimant if the order was made in favour of the Claimant, or dismiss the Claimant's claims if the order was made in favour of the Respondent).

8.5. In the event that any time following the filing of the Notice of Arbitration the Claimant, contrary to these Rules, fails to participate in the proceedings for a period of over 28 days, the Tribunal may, upon an application of the Respondent on notice to the Claimant, dismiss the Claimant's claims.

8.6. Where a party is obliged to take any action under these Rules to advance its case and fails to do so within the time required by these Rules or the Tribunal's directions, the Tribunal shall have the power to debar the party from taking such action in the future. In the event that the party's delay exceeds 14 days from the deadline (whether initial or extended) to take such action, the Tribunal shall be at liberty to issue an order debarring the party from taking such action in the future.

8.7. Where a party fails to comply with an order for disclosure of documents, the Tribunal may make such adverse inferences from the failure as it considers appropriate.

8.8. Where a party fails to comply with these Rules or the Tribunal's orders in any other way, the Tribunal may proceed with the arbitration and may make such order as it thinks fit as to the payment of costs of the arbitration, such order to reflect the party's failure to comply with these Rules or the Tribunal's directions.

mutatis mutandis to the emergency arbitrator, including the power to grant interim measures.

13.3. In case the arbitral proceedings are not commenced within 30 days following submission of the Request for Emergency Interim Measures, the emergency arbitrator shall have the power to terminate the proceedings and to annul the emergency relief granted to a party.

ARTICLE 14: INTERIM MEASURES

14.1. The Tribunal (including any emergency arbitrator appointed pursuant to Article 13 of these Rules) shall have the power, upon the application of any party, after giving all other parties a reasonable opportunity to respond to such application, and upon such terms as the Tribunal considers appropriate:

1. to order any Respondent party to a claim or cross-claim to provide security for all or part of the amount in dispute, by way of deposit or bank guarantee or in any other manner;
2. to order on a provisional basis, subject to a final decision in an award, any relief which the Tribunal would have the power to grant in an award, including the payment of money or the disposition of property as between any parties;
3. to order the preservation, storage, sale or other disposal of any documents, goods, samples, property, site or thing under the control of any party and relating to the subject-matter of the arbitration;
4. to order any claiming or cross-claiming party to provide or procure security for costs by way of deposit or bank guarantee or in any other manner; and
5. to grant any other measures available under the law of the seat of the arbitration.

14.2. In the event that the Claimant requires an urgent interim order (i) without notice to the respondent, or (ii) within a time limit which cannot reasonably be met in an arbitration under these rules, such as an urgent order for preservation of assets or a freezing injunction, the Claimant may seek such an order at its option from the following courts, provided that in the jurisdiction of those courts the order could be made upon an application without notice to the respondent:

1. the courts of the seat of the arbitration;
2. the courts of the place where the property which is the subject matter of the proceedings is located; or
3. the Commercial Court of England and Wales.

14.3. In all cases not covered by Article 14, an Application for Interim Measures shall be made to the Tribunal.

ARTICLE 15: DEFAULT APPOINTMENT OF ARBITRATORS

15.1. Where the Tribunal is to consist of one arbitrator and the parties do not agree on his/her identity within 14 days of the commencement of arbitration proceedings, the arbitrator shall be appointed by the Advisory Board of the CAS.

15.2. Where a party is required to appoint an arbitrator pursuant to the arbitration agreement or these Rules and fails to do so within the deadline specified in the arbitration agreement or these Rules,

ARTICLE 2: NOTICE OF ARBITRATION

2.1. The party or parties wishing to initiate arbitration (the "Claimant" or where applicable the "Claimants") shall choose one of the options listed in Articles 2.2 and 2.3. to commence arbitration.

ARTICLE 3: RESPONSE TO THE NOTICE OF ARBITRATION

3.1. The Respondent shall serve upon the Claimant a Response to the Notice of Arbitration within 14 days of receiving the Notice of Arbitration.

3.2. The Response to the Notice of Arbitration shall include the following:

1. The contact details (address, telephone number, email address) of the Respondent and, where appropriate, of the Respondent's legal representatives;
2. The Respondent's comments on the issues raised in the Notice of Arbitration;
3. The Respondent's response to the relief sought by the Claimant in the Notice of Arbitration;
4. Where applicable an indication that the Respondent objects to the jurisdiction of the Tribunal;
5. Where the Respondent is required to appoint an arbitrator, the full name and contact details (address, telephone number, email address) of the arbitrator;
6. Where the parties agreed to appoint a sole arbitrator, whether the Respondent agrees or does not agree to the candidate(s) proposed by the Claimant.

3.3. Where the Claimant commences arbitration proceedings pursuant to Article 2.3, the Respondent shall, within 28 days of receiving the Notice of Arbitration, serve upon the Claimant:

1. a Response to the Notice of Arbitration; and
2. a Statement of Defence.

3.4. The Response to the Notice of Arbitration shall not exceed 2000 words. Any defect in the response to the notice of arbitration shall be regarded as an irregularity and shall not result in the response being a nullity.

ARTICLE 10: STANDARD DIRECTIONS

10.1. Unless the parties agree or the Tribunal rules otherwise, the parties shall follow the standard directions as specified in Annex 1 to these Rules.

ARTICLE 22: TRIBUNAL'S POWERS TO DEPART FROM THE TIME LIMITS CONTAINED IN THESE RULES

22.1. The Tribunal may, in its absolute discretion, extend any time limit up to 28 days.

22.2. The Tribunal may, in exceptional circumstances, grant one additional extension to that mention in Article 22.1 of up to 21 days.



ARTICLE 12: COSTS

12.1. The Tribunal shall have the power to decide by an award how the costs of the arbitration shall be allocated between the parties.

12.2. In making an award on costs, the Tribunal shall follow the general principle that the winning party shall recover its costs. The Tribunal may, in its discretion, decide whether for the purposes of this Article the Tribunal is to consider the overall outcome of the arbitration or the parties' relative success on specific issues.

12.3. All reasonable costs incurred by the winning party for the purposes of the arbitration shall be recoverable, including, without limitation:

1. Tribunal's fees;
2. Fees of the Caspian Arbitration Society;
3. Costs of legal representation;
4. Reasonable expenses incurred for the purposes of the arbitration;
5. Costs of the work of any in-house counsel, which may be charged at a rate similar to those of external counsel with similar experience; and
6. Reasonable expenses incurred in order to obtain funding for the arbitration costs and/or reasonable contingency fees, provided that such arrangements are notified by the winning party to the Tribunal and all other parties together with the cost budgets pursuant to Article 9.

12.4. The Tribunal may assess costs in one of the following ways:

1. If the losing party has complied with its obligation to submit the costs budget pursuant to Article 9 of these rules and there is no substantial difference in the parties' budgeted or actual costs, then the Tribunal shall award the winning party its reasonable costs.
2. If the losing party has failed to submit the costs budget pursuant to Article 9 of these Rules, or if the losing party's budgeted or actual costs exceed the winning party's costs by a substantial margin, then the Tribunal shall be entitled to award the winning party 100% of its costs, it being presumed that all costs claimed are reasonable unless convincing proof to the contrary is provided.

12.5. If the arbitration is abandoned, suspended, withdrawn or concluded whether by agreement or otherwise before the final award is made, the parties shall remain jointly and severally liable to pay both the Tribunal and the Caspian Arbitration Society any and all fees incurred by the Tribunal and the Caspian Arbitration Society in the course of the arbitration.

ARTICLE 1: APPLICATION

1.1. The Caspian Arbitration Society Rules (the “CAS Rules” or the “Rules”) shall apply to arbitral proceedings whenever:

1. there is a written evidence in any form, whether signed or not, that the parties have agreed to resolve their disputes by arbitration; and
2. the parties' agreement refers to CAS, the CAS Rules, Caspian Rules, Caspian Society Rules, the Caspian Arbitration Society, Caspian Arbitration, the Caspian Association or in any other manner which, in the opinion of the Tribunal, indicates the parties' intention to be bound by these Rules.

1.2. The Caspian Arbitration Society is not related to the Lausanne-based Court of Arbitration for Sport. Where it is clear from the arbitration agreement that the parties refer to the Court of Arbitration for Sport (e.g. where the dispute involves issues of sport and the reference is to CAS, Lausanne) these Rules shall not apply.

1.3. The Tribunal may rule that these Rules apply where the parties have agreed to resolve their disputes by arbitration but did not agree on the applicable arbitration rules and:

1. the sole arbitrator, nominated by the parties indicates that he will accept appointment subject to the application of these Rules and the parties proceed with appointment without raising objections within 7 days of the arbitrator's indication of the terms of his/her appointment; or
2. two party-appointed members of a three-person Tribunal indicate that they will accept appointment subject to the application of these Rules and the parties proceed with appointment without raising objections within 7 days of receiving the indication of the second appointed arbitrator of the terms of his/her appointment; or
3. where the following three conditions are satisfied:
 1. the sole arbitrator appointed by the parties or two party-appointed arbitrators in a three-person Tribunal are members of the Caspian Arbitration Society;
 2. they are publicly known to accept appointments exclusively or predominantly under these Rules of the Caspian Arbitration Society either because this is mentioned on the website of the Caspian Arbitration Society or otherwise; and
 3. no party explicitly objects to the application of these Rules within 7 days of agreeing to the appointment of the sole arbitrator or 7 days after the appointment of the second of the two-party appointed arbitrators.

1.4. Where the above requirements of this Article are satisfied, the CAS Rules shall be deemed to be incorporated into and to form part of the arbitration agreement and the dispute shall be settled in accordance with these Rules.

1.5. These Rules shall apply and govern the arbitration save for the Article(s) herein that are in conflict with a mandatory provision of the law applicable to the arbitration, unless such provision(s) can be subject to derogation, in which case such provision(s) shall be deemed to have been derogated from by the parties in favour of the relevant Article(s) of these Rules.

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