

## **DISPUTES / JURISDICTION**

- A. All disputes / differences / controversies of whatever nature between MRUC and any member/s of MRUC irrespective of whether or not the member concerned is a buyer/user of any of the syndicated researches published by MRUC all by itself or in collaboration with any other person/entity including any dispute, difference or controversy in regard to the interpretation/meaning/application of this clause shall be referred to Arbitration by one arbitrator to be jointly and mutually appointed by the parties and the said arbitration shall be governed by the Arbitration and Conciliation Act 1996 (hereinafter refer as “the said Act”).The place of arbitration shall be Mumbai only.
- B. In all cases where “Court” has jurisdiction to entertain, try and dispose of matters governed by and/arising under or taken under any provision of the said Act, the party/ies (MRUC and/or the member/s concerned) shall take/institute such proceedings in an appropriate Court in Mumbai alone to the exclusion of all other courts in the rest of India.
- C. All disputes, differences and controversies between the parties (MRUC and/or the member/s concerned) not covered under clauses A & B herein above shall be filed in and settled exclusively by the Courts in Mumbai alone.
- D. The expression “Member” in this clause shall include a person/entity who has discontinued to be a member of MRUC for any reason whatsoever or whose membership of MRUC has ended and shall also include a person / entity who has been removed or has ceased to be a member of MRUC under clauses 10 and 11 respectively of the Articles of Association of MRUC and who, at any time has a difference/dispute/controversy with MRUC in relation to or that can be said to relate, refer, concern or pertain to, wholly or partly to a period/s or a part of the period/s during which the said person/entity was a member of MRUC.