



THE SIKH COURT

Rules of Procedure

(Updated – 1 June 2024)

ੴ
ਵਾਹਿਗੁਰੂ ਜੀ ਕੀ ਫਤਹਿ
ਸ੍ਰੀ ਭਗਉਤੀ ਜੀ ਸਹਾਇ

PREAMBLE

The Sikh Court stands as an alternative dispute resolution (ADR) forum founded by lawyers and judges with a diverse range of backgrounds, non-Sikh lawyers and legal scholars have made invaluable contributions to this initiative, enriching its scope and efficacy.

The Sikh faith was founded by Guru Nanak Dev Ji on the principles of truth, equality and selfless service and it is these principles that are the foundation of The Sikh Court.

The Sikh Court it is committed to resolving civil and family disputes within the Sikh community. Recognising the need for a culturally sensitive and efficient forum, The Sikh Court offers a cost-effective and expeditious avenue for dispute resolution, distinct from the traditional legal process.

It is therefore, in this vein, that the intention of establishing The Sikh Court is to enable Sikhs to provide a solution focused court presided over by Judges well-versed in Sikh principles and ethos, for Sikhs in the United Kingdom. The remit of the Court shall be to mediate, arbitrate and conduct inquiries on matters affecting the Sikhs and the Sikh institutions in the spirit of Gurmat (teachings of the Gurus) and Maryada (Code of Conduct) in the pursuit of fair and just resolutions.

These rules are founded on the fundamental Sikh principles that Sikhs are one, irrespective of sex, race, caste or jatha, for we are all the children of Akaal Purakh and all Sikhs shall be offered respect and dignity, with the grace of Akaal Purakh.

Waheguru Ji Ka Khalsa
Waheguru Ji Ki Fateh

INTRODUCTION

The rules of The Sikh Court are devised to guide the mediation-arbitration ("med-arb") process, which brings mediation and arbitration into a single two-stage process with a mediation first stage followed by a mandatory arbitration second stage to render a binding decision on any issues that are not resolved in the mediation stage. This framework empowers disputing parties to engage in mediation with the assurance of a binding resolution through arbitration if mediation is not successful.

Participation in The Sikh Court process is only possible with the agreement and consent of all of parties to a dispute. Parties will be required to enter into a Mediation and Arbitration Agreement, governed by the law of England & Wales, which will contractually bind the parties to the process of The Sikh Court as enumerated in these Rules of Procedure, and to the decision of The Sikh Court, if rendered, which will be binding on all the parties.

The Sikh Court comprises mediators (so-called "Magistrates") and arbitrators (so-called "Judges") who possess an understanding of Sikh cultural and religious values, enabling them to engage effectively with users of the court. Each of them have received training to enable them to carry out their role, and they shall continue to undertake training on a regular basis and as required.

The Sikh Court is complementary to the English legal system, alleviating pressure on the courts by addressing appropriate disputes efficiently. Encouraged by His Majesty's Courts and Tribunals Service (HMCTS), ADR initiatives like The Sikh Court are pivotal in enhancing access to justice and reducing the backlog within the justice system.

CONTENTS

SECTION 1: INTRODUCTORY PROVISIONS

Article 1 – The Sikh Court

Article 2 – Definitions

SECTION 2: COMMENCEMENT OF PROCEEDINGS

Article 3 – Claim Form to the Court

SECTION 3: THE COURT PROCEEDINGS

Article 4 – General provisions

Article 5 – Venue of The Sikh Court

Article 6 – Parties and Representation

Article 7 – Rules of Evidence

Article 8 – The form of procedure

Article 9 – The language of the Court

Article 10 – Attendance at Hearings

SECTION 4: JUDGMENTS

Article 11 – Powers of the Judge

Article 12 – Powers of the Judge (Experts and Procedure)

Article 13 - Making of a Judgment

Article 14 – Agreed Awards – Settlement

Article 15 – Effect of a Judgment of the Sikhs Court

SECTION 5: ADMINISTRATION OF THE COURT

Article 16– Allocation and appointment

SECTION 6: COURT FEES

Article 17 – Court Fees

Article 18– Fee Waivers

SECTION 7: MISCELLANEOUS

Article 19 – Limitation of Liability

Article 20 – General Rule

Article 21 – Confidentiality

Article 22– Additional rules (Children Cases)

Article 23 – Disclosure of safeguarding and welfare

Article 24 – Amendment/s of the Rules & Procedure

SECTION 1: Introductory Provisions

Article 1 – The Sikh Court

1. The Sikh Court is an independent institution set up to deal with disputes in the Sikh Community guided by Gurmat Values.
2. The Sikh Court is founded on a “med-arb” process comprising a mediation first stage followed by a mandatory arbitration second stage to resolve any outstanding issues that are not resolved in the mediation stage.
3. The Sikh Court is able to handle any legal matter that comes before it provided that has a cause of action in English law.
4. The Sikh Court shall at all times have regard to its overriding objective (1.1 CPR) to deal with all cases justly and at proportionate cost including, so far as is practicable –
 - (a) ensuring that the parties are on an equal footing, can participate fully in proceedings, and that parties and witnesses can give their best evidence;*
 - (b) saving expense;*
 - (c) dealing with the case in ways which are proportionate –
 - (i) to the importance of the case;*
 - (ii) to the complexity of the issues;*
 - (iii) to the amount of money involved; and*
 - (iv) to the financial position of each party.**
 - (d) ensuring that it is dealt with expeditiously and fairly;*
 - (e) allotting to it an appropriate share of the court’s resources, while taking into account the need to allot resources to other cases; and*
 - (f) impose sanctions for non-compliance with any of the rules, practice directions and orders.*

Article 2 – Definitions

1. In the Rules:
 - (i) “Application” is an interlocutory application brought by a party in the context of a Claim;
 - (ii) “Claim” refers to a claim to resolve a dispute brought to The Sikh Court jointly by the Claimant and the Respondent by way of a prescribed Claim Form;

- (iii) “Claimant” is a party that completes the “Claimant” section of the Claim Form;
- (iv) “Determination includes, inter alia, any provisional, partial, final or agreed judgment and/ or arbitration award made by a Judge/ Bench of The Sikh Court
- (v) “Judge” refers to an arbitrator of The Sikh Court;
- (vi) “Magistrate” refers to a mediator The Sikh Court;
- (vii) “Panel” refers to a convened group of three assigned to arbitrate a dispute the chair must be a judge;
- (viii) “party” or “parties” shall mean a Claimant or a Respondent or any combination of the two dependent on the context in which terms are used;
- (ix) “Registrar” refers to an administrator of The Sikh Court;
- (x) “Respondent” is a party that completes the “Respondent” section of the Claim Form;

SECTION 2 – COMMENCEMENT OF PROCEEDINGS

Article 3 – Claim form to the Court

1. A case shall commence only upon the agreement of both parties. It is mandatory for the parties to jointly complete the Claim Form, ensuring that they fill out their respective sections and sign the declaration of truth and consent to adhere to these Rules of Procedure. The form can be obtained from www.sikhcourt.co.uk.
2. A jointly completed Claim Form must be filed with the Registrar as directed on the Claim Form and on The Sikh Court website.
3. A Claim Form will only be validly filed if it is also accompanied by payment of the relevant fee, as stipulated in The Sikh Court Fee Schedule as published on The Sikh Court website.
4. For the purposes of any limitation periods, The Sikh Court will follow the limitations as per the cause of action
5. Any communication between The Sikh Court and either party will be copied to the other party at all times during the entirety of the process, unless the judge in their absolute discretion determines otherwise.

SECTION 3: THE COURT PROCEEDINGS

Article 4 – General Provisions

1. Upon receipt of the Claim Form by the Registrar, a single Judge and Registrar shall consider and decide whether the matter is suitable for resolution by The Sikh Court. The Judge shall have regard to the following factors in making their decision:
 - a. That there is a cause of action in England and Wales
 - b. The cause of action has not expired by virtue of the limitation act
 - c. The complexity of the issues
 - d. The suitability for determination at The Sikh Court
2. The parties shall be informed of the Judge’s decision by the Registrar in writing. Where it is decided that the matter is not suitable for resolution by The Sikh Court, the Registrar shall explain in writing.
3. Where it is decided that the matter is suitable for resolution by The Sikh Court, the matter will be allocated to a Magistrate who will provide directions for the mediation meeting, after which the Registrar shall make arrangements to convene a hearing. The Registrar shall inform the parties of the next steps as set out in these Rules of Procedure, and the time, date and venue of the mediation meeting.

Article 5 – Venue of The Sikh Court

1. The venue of The Sikh Court shall be decided by the Court and communicated to the parties by the Registrar.
2. The Sikh Court may conduct hearings and meetings at any location it considers appropriate including virtually.
3. The Sikh Court may deliberate at any location it considers appropriate, including virtually.

Article 6 – Parties and Representation

1. The parties may agree that a third party be joined to the proceedings provided that the third party agrees in writing to be so joined by entering into a Mediation and Arbitration Agreement.
2. The Sikh Court may join the third party or parties to the proceedings on such terms as may be agreed by all relevant parties, or as may be directed by a Judge.
3. Parties may represent themselves or be represented by a named party, including a legal representative qualified to practice in England & Wales. The identity and qualifications

(if any) of any named party must be communicated to the Registrar and the other parties to the dispute.

Article 7 - Rules of Evidence

1. The Sikh Court shall apply the standard rules of evidence in civil proceedings unless The Sikh Court determines that it is just and proportionate to use its discretion in the alternative on a case-by-case basis. In addition The Sikh Court shall have regard to section 34(2) of the Arbitration Act 1996 as to:
 - (a) *whether any and if so which documents or classes of documents should be disclosed between and produced by the parties and at what stage;*
 - (b) *whether any and if so what questions should be put to and answered by the respective parties and when and in what form this should be done;*
 - (c) *whether to apply strict rules of evidence (or any other rules) as to the admissibility, relevance or weight of any material (oral, written or other) sought to be tendered on any matters of fact or opinion, and the time, manner and form in which such material should be exchanged and presented*
 - (d) *whether and to what extent the tribunal should itself take the initiative in ascertaining the facts and the law; and*
 - (e) *whether and to what extent there should be oral or written evidence or submissions.*

Article 8 – Form of procedure

1. The parties may agree as to the form of procedure (if necessary, subject to /with the concurrence of the Judge and, in particular, to adopt a hearing on papers procedure or some other simplified or expedited procedure).
2. If there is no such agreement, the Judge will have discretion to adopt procedures suitable to the circumstances.
3. The place of any arbitration conducted under these Rules shall be England or Wales, and the law pertaining to the mediation and arbitration agreements shall be law of England and Wales.

Article 9 –The language of proceedings

1. The language of The Sikh Court shall be determined by The Sikh Court having considered all the circumstances. Unless otherwise agreed the language of The Sikh Court and the proceedings shall be English
2. Any decisions handed down by The Sikh Court in writing, shall be in English.
3. Any costs associated with the translation of a written decision into another language shall be met by the party obtaining such translation.

4. Any costs associated with having an interpreter present at any hearing shall be met by the party or parties seeking the assistance of an interpreter.

Article 10 – Attendance at Hearings

1. When a hearing is to be held, the Court, giving reasonable notice, and unless specifically requested otherwise, shall request the parties electronically to appear before it on the day, time and at the place fixed by the Court. The parties should ensure they have access to working computers, microphones and cameras for the purposes of any hearing. No evidence shall be allowed by a witness who is not available to give evidence on camera unless the Arbitrator has given permission. The Court may decide, after consulting the parties, and on the basis of the relevant facts and circumstances of the case, that any hearing will be conducted by physical attendance or remotely by video conference or telephone.
2. If any of the parties, although duly requested, and of notice of the hearing date, time and venue fails to appear without valid excuse, the Court shall have the power to proceed with the hearing and consider whether any sanctions apply.
3. The Court shall be in full charge of the hearings, at which all the parties shall be entitled to be present.
 - (a) In family disputes persons not involved in the proceedings shall not be admitted;
 - (b) In civil disputes unless otherwise directed by the Judge witnesses and experts may be present during proceedings; and
 - (c) Inquires shall be open proceedings unless otherwise directed.
- ~~2.~~ All parties shall give evidence by affirming

SECTION 4: JUDGMENTS

Article 11 – Powers of the Judge

1. Judges shall have all the powers given to an arbitrator by the Arbitration Act 1996.
2. Where the Arbitration Act 1996 states that arbitrators may exercise any power only in the event of the parties agreeing that he/ she may do so, in any arbitration conducted by a Judge of The Sikh Court under these Rules, the parties agree that the Judge may exercise each and any of those powers.
3. If the Judge at any stage prior to determination of the issues considers that the dispute is no longer suitable for resolution under The Sikh Court rules on welfare or other reasonable grounds, the Judge will have the power to terminate the proceedings. In that case the Judge may recommend alternative forums to the parties to pursue matters or,

if necessary/ appropriate the Court will refer the matter to the appropriate authorities. No refunds of the Claim fee will be provided.

4. Sanction will be dealt with under Article 11 paragraph 1

Article 12 – Powers of the Judge concerning Experts and Procedure

1. The Judge will decide all procedural and evidential matters.
2. The following will apply:
 - (a) In accordance with section 37 of the Arbitration Act 1996 (power to appoint experts), the Judge may appoint experts to report on specific issues only if necessary and proportionate to enable just and fair disposal of the case;
 - (b) The Judge may limit the number of expert witnesses to be called by any party or may direct that no expert is to be called on any issue or issues or that expert evidence may be called only with the permission of the Judge. The Judge will determine if it is appropriate for the parties to appoint a joint expert or for the Judge to appoint an expert or assessor to assist the Judge;
 - (c) If a Judge does utilise their own legal knowledge and experience they shall put to the parties pertinent matters and allow the parties an opportunity to respond to those matters;
 - (d) A Judge may direct a party to produce information, documents, or other materials in a specified manner and/or within a specified time; if a party fails to comply without showing sufficient cause, the Court shall be permitted to draw inferences as it sees fit;
 - (e) The Judge has the power to issue a Peremptory Order in respect of any direction previously given;
 - (f) If, without showing sufficient cause, a party fails to comply disclosure or with these Rules, or is in default as set out in section 41(4) (failure to attend a hearing or make submissions), then, after giving that party due notice, the Judge may continue the proceedings in the absence of that party or without any written evidence or submissions on their behalf and may make a determination on the basis of the evidence before the Court;
 - (g) Where both parties are unrepresented, they are deemed to agree that the Judge may utilise their own legal knowledge skills and experience whilst hearing the matter.

Article 13 – Making of a Judgment

1. Judgments must be handed down by a Judge of The Sikh Court expeditiously and within a reasonable time after the conclusion of the proceedings or the relevant part of the proceedings, and, in any event, will produce his/ her determination and award within 28 days of the final hearing and/ or final submissions. In complex cases a longer period may be required in which case the parties will be informed before the end of the 28

days period of the anticipated delay and when the parties may expect to receive the award.

2. Any determination / award will be in writing, will state the seat of the arbitration, will be dated and signed by the Judge acting as an Arbitrator, and (unless it is an agreed award or the parties have agreed in writing to dispense with reasons) will contain sufficient reasons to show why the Judge has reached the decisions it contains.
3. The Court will send a copy of the determination/ award to each party and/or their legal representatives.
4. A party may apply to the court to correct any minor errors in line with section 57 of the Arbitration Act 1996

Article 14 – Agreed Awards - Settlement

1. If during arbitral proceedings the parties settle the dispute, the following provisions apply unless otherwise agreed by the parties.
2. The tribunal shall terminate the substantive proceedings and, if so requested by the parties and not objected to by the tribunal, shall record the settlement in the form of an agreed award.
3. An agreed award shall state that it is an award of the tribunal and shall have the same status and effect as any other award on the merits of the case.
4. The following provisions of this Part relating to awards (sections 52 to 58) apply to an agreed award.
5. Unless the parties have also settled the matter of the payment of the costs of the arbitration, the provisions of this Part relating to costs (sections 59 to 65) continue to apply.

Article 15 – Effect of a Judgment of The Sikh Court of Justice

1. Where the parties have agreed to submit to the jurisdiction of The Sikh Court, they shall be deemed to have submitted to these Rules and the decisions/determinations of this Court.
2. Once a determination has been made, it will be final and binding on the parties, subject to any rights of appeal in accordance with English law.
3. By agreeing to submitting to The Sikh Court, the parties have accepted that each decision rendered in their dispute shall be final and binding on them. By submitting the dispute to the Court under these Rules, the parties undertake to comply with any orders and decision/ determination/ award without delay.
4. If and so far as the subject matter of the determination makes it necessary, the parties may apply to an appropriate court for enforcement of the award under the Arbitration

Act 1996. In this context, 'an appropriate court' means any such court in England and Wales which has jurisdiction to permit a determination to be entered in the terms of the award.

SECTION 5: ADMINISTRATION OF THE COURT

Article 16 – Allocation & Appointment

1. When a party makes a Claim to the court, they agree to the matter being mediated and or arbitrated. Upon submitting their Claim form to the Court, the Registrar shall sit with a single Judge for gatekeeping. They will decide if the matter is suitable for mediation or arbitration. This will be communicated to the parties and subject to agreement shall be allocated a Magistrate or Judge. Further directions for the filing of evidence may also be given if the Judge deems it appropriate. This shall be communicated to the parties immediately and any objections to the selected Magistrate or Judge shall be considered by a Registrar sitting with a Judge.
2. Matters shall be allocated accordingly:
 - (a) Magistrates:
 - (i) Single Magistrate - Mediation and Reconciliation Hearing (“MRH”).
 - (b) Single Judge:
 - (i) Mediation and Reconciliation Hearing (“MRH”) (in factually or legally complex cases);
 - (ii) Directions Hearings (“DH”) (Civil & Family);
 - (iii) Final Hearings (“FH”) (Civil & Family only); and
 - (iv) Findings of Fact
 - (c) Bench/ Panel of three (one of whom shall be elected Chairman by the other two or appointed by the President /a Judge of The Sikh Court) and whose constitution may include a Magistrate of The Sikh Court:
 - (i) Complex Final Hearings (“FH”)
 - (ii) Complex findings of fact
3. Every Magistrate and Judge shall;
 - (a) Act fairly and impartially as between the parties, giving each party a reasonable opportunity of putting their case and dealing with that of their opponent, and

- (b) Adopt procedures suitable to the circumstances of the particular case, avoiding unnecessary delay or expense, so as to provide a fair means for the resolution of the matters falling to be determined.
4. Where a Judge has acted as mediator in proceedings concerning the parties then that Judge will not act as arbitrator in those same proceedings.

SECTION 6: COURT FEES

Article 17 – Court Fees

1. The court fees are to be paid to The Sikh Court upon the issuing of the Claim.
2. The fees for The Sikh Court are as set out in The Sikh Court Fee Schedule published on The Sikh Court website and which may be updated from time to time.
3. The relevant fee to be paid shall be determined by the date on which a Claim is filed and shall be as stated in the most recent Sikh Court Fee Schedule published at that date.

Article 18 – Fee Waivers

1. Fee waivers are available and can be applied for by any party if they meet one of the following conditions:
 - (a) They have an income less than £15,000 per annum;
 - (b) They are homeless or are destitute;
 - (c) The Judge has a discretion to waive fees if it finds it is just and proportionate to do so.
2. Evidence will need to be submitted at the same time of the Claim being issued in respect of any Claim for fees to be waived.
3. In cases of those in employment, the party seeking to waive the fees shall disclose to the Registrar 12 months' wage slips.
4. In cases of those in self-employment, the party seeking to waive the fees shall disclose to the Court their last tax return.
5. In respect of any party stating they are homeless, they shall provide written evidence to corroborate this.
6. The Sikh Court retains the power to seek further evidence or to ask for any clarification in respect of evidence submitted relating to the waiving of fees.

SECTION 7: Miscellaneous

Article 19 – Immunity of Judges and The Sikh Court

1. An arbitrator is not liable for anything done or omitted in the discharge or purported discharge of his functions as arbitrator unless the act or omission is shown to have been in bad faith or is grossly negligent.
2. Subsection (1) applies to an employee or agent of an arbitrator as it applies to the arbitrator himself.
3. This section does not affect any liability incurred by an arbitrator by reason of his resigning (but see section 25 AA 1996).
4. An arbitral or other institution or person designated or requested by the parties to appoint or nominate an arbitrator is not liable for anything done or omitted in the discharge or purported discharge of that function unless the act or omission is shown to have been in bad faith or is grossly negligent.
5. An arbitral or other institution or person by whom an arbitrator is appointed or nominated is not liable, by reason of having appointed or nominated him, for anything done or omitted by the arbitrator (or his employees or agents) in the discharge or purported discharge of his functions as arbitrator.
6. The above provisions apply to an employee or agent of an arbitral or other institution or person as they apply to the institution or person himself.

Article 20 – General Rule

1. In all matters not expressly provided for in the Rules, The Sikh Court shall act in the spirit of the Rules and shall make every effort to make sure that the award rendered is compliant with is enforceable at law.

Article 21 – Confidentiality

1. The work of The Sikh Court is of a confidential nature which must be respected by everyone who participates in The Sikh Court's work in any capacity.
2. The parties may waive their right to confidentiality, such waiver to be in writing, dated and signed by all parties and by The Sikh Court.
3. The Court shall publish a "Statement of Case Outcome" released in public in the interest of transparency subject to Article 21.4.
4. The court must order that the identity of any person shall not be disclosed if, and only if, it considers non-disclosure necessary to secure the proper administration of justice and in order to protect the interests of that person.

Article 22 – Additional Rules governing children cases

1. Additional provisions governing disputes concerning the exercise of parental responsibility and other private law issues about the welfare of children may be resolved by the determination of this court
2. The following disputes and issues are not within the scope of this Court;
 - (a) any Claim under the inherent jurisdiction for the return of a child to England and Wales ('this jurisdiction') from a country which is not a signatory to the Hague Convention on the Civil Aspects of International Child Abduction of 25 October 1980 ('the 1980 Hague Convention');
 - (b) any Claim for a child's summary return to this or another jurisdiction under the 1980 Hague Convention;
 - (c) any Claim for permanent or temporary removal of a child from this jurisdiction except where the proposed relocation is to a jurisdiction or country which has ratified and acceded to the 1980 Hague Convention or the Hague Convention of 19 October 1996 on Jurisdiction, Applicable Law, Recognition, Enforcement and Co-Operation in Respect of Parental Responsibility and Measures for the Protection of Children ('the 1996 Hague Convention') and, for so long as the United Kingdom remains bound by the provisions of the Brussels IIA Regulation, to the jurisdiction of another member of the EU to which the Regulation also applies;
 - (d) any Claim for the court 'to examine the question of custody of the child' under Art.11(7) of Council Regulation (EC) No 2201/2003 after an order of a foreign court on non-return to this jurisdiction made pursuant to Art.13 of the 1980 Hague Convention;
 - (e) any Claim for cross-border access within the scope of Art.41 of the said Council Regulation which, if a judgment, would require a court to issue an Annex III Certificate;
 - (f) any dispute relating to the authorisation of life-changing or life-threatening medical treatment or the progress of such treatment;
 - (g) any case where a party lacks capacity under the Mental Capacity Act 2005;

Article 23 – Additional provisions concerning the disclosure of issues relating to safeguarding and welfare

1. Prior to the commencement of the proceedings (see Art. 3.1 & 3.4) each party shall have a duty:
 - (a) to provide accurate information regarding safeguarding and protection from harm in their Claim or response form and Safeguarding Questionnaire;
 - (b) to obtain a Basic Disclosure from the Disclosure and Barring Service or from Disclosure Scotland, as appropriate, and promptly send it to the Judge and to

every other party; or alternatively, to provide an up to date CAFCASS report or Schedule 2 letter prepared in current proceedings the safeguarding and welfare of the child(ren), if applicable;

- (c) to send to the Judge and to every other party any other relevant letter or report prepared by CAFCASS or any local authority children's services department or similar agency in relation to the welfare or safeguarding of any child who is the subject of the proposed arbitration.
- (d) Prior to the commencement of the proceedings and at every stage of the process each party shall have a continuing duty to disclose fully and completely to the Judge and to every other party any fact, matter or document in their knowledge, possession or control which is or appears to be relevant to the physical or emotional safety of any other party or to the safeguarding or welfare of any child the subject of the proceedings, or to a decision by the Judge. Such disclosure shall include (but not be limited to) any criminal conviction, caution or involvement (concerning any child) with children's services in respect of any party or any person with whom the child is likely to have contact.
- (e) If at any time prior to or during the arbitration but prior to communication of the determination to the parties, the Judge (whether as a result of information received or by reason of behaviour on the part of either party) forms the view that there are reasonable grounds to believe that there may be a risk to the physical or emotional safety of any party or to the safeguarding or welfare of any child, it is the Judge's duty to consider whether the arbitration may safely continue.
- (f) In such a case the Judge shall be entitled, if he or she considers it appropriate, to communicate such concerns to the relevant local authority or appropriate government agency without prior intimation to any party of an intention so to do.
- (g) Should permission be needed, to obtain the necessary permission from the relevant author or authority prior to disclosing any document into these proceedings.

Article 24 – Amendment/s of The Rules & Procedure

1. The power to make amendments to The Sikh Court Rules & Procedure lays with a panel of Judges appointed by the Chief Judge of The Sikh Court.
2. Amendments to The Sikh Court Rules & Procedure can be proposed by the Judges or users of The Sikh Court and should be addressed to the Chief Judge of The Sikh Court and sent to The Sikh Court Registrar/s by e-mail registrar@sikhcourt.co.uk.
3. The procedure for amendments is as follows:
 - (1) Upon the receipt of proposed amendments to The Sikh Court Rules & Procedure The Sikh Court Registrar's will send them to the Chief Judge of The Sikh Court

who will decide whether such amendment/s are necessary following consultation with a panel of Judges;

- (2) If the proposed amendment/s are deemed necessary the Chief Judge of The Sikh Court will inform The Sikh Court Registrar/s of the proposed amendment/s. If the proposed amendment/s are not deemed necessary the matter need not proceed further;
 - (3) The Sikh Court Registrar/s will send a copy of the proposed amendment/s to the Judges and Magistrates of The Sikh Court by e-mail for consideration and feedback with a time limit of 5 working days to share their views with the Chief Judge of The Sikh Court.
 - (4) At the end of the 5 working days the Chief Judge of The Sikh Court will consider the feedback received and amend The Sikh Court Rules as he/she sees fit; and
 - (5) the Registrar/s shall send the updated Sikh Court Rules to all Magistrates and Judges of The Sikh Court and upload the updated Sikh Court Rules to The Sikh Court website.
4. The consequence of any amendments to The Sikh Court Rules & Procedure is that they will have retrospective Claim on cases pending in The Sikh Court save where it would be manifestly unjust to do so.

END

Contributors

The Honourable Mr Justice Talwant Singh (Republic of India)
The Honourable Judge Manpreet Monica Singh (Texas, USA)
Judge S K Gill (England & Wales)
Judge K K Cheema (England & Wales)
Marion Smith – Kings Counsel (England & Wales)
Nick Vineall – Kings Counsel (England & Wales)
Andy Hayher – Kings Counsel (Alberta, Canada)
Professor Jo Delahunty – Kings Counsel (England & Wales)
Professor Satvinder Singh Juss (England & Wales)
Baldip Singh – Barrister & Arbitrator (England & Wales)
Irvinder Kaur Bakshi – Barrister & Chartered Arbitrator (England & Wales)
Sharan Bhachu – Barrister (England & Wales)
Charanjit Singh Jutla – Barrister (England & Wales)
Mani Singh Basi – Barrister (England & Wales)
Sanjay Toora – Barrister (England & Wales)
Lovejoyt Singh – Bar (England & Wales)
Gurbani Kaur – Solicitor (England & Wales)
Rajvinder Singh Jagdev – Solicitor (England & Wales and Republic of Ireland)