**IN THE MATTER OF AN ARBITRATION CASE NO. …/…**

**AT VIETNAM INTERNATIONAL ARBITRATION CENTRE (VIAC)**

**UNDER VIAC’S RULES OF ARBITRATION**

between

**ABC COMPANY**

- Claimant -

and

**XYZ COMPANY**

- Respondent -

|  |
| --- |
| **COUNTERCLAIM[[1]](#footnote-1)** |

**[…, Date … Month … Year …]**

**Parties to the dispute[[2]](#footnote-2)**

1. The Claimant is ABC Company with the following information:

|  |  |  |
| --- | --- | --- |
| Address | : |  |
| Legal representative | : |  |
| Telephone | : |  |
| Fax | : |  |
| Email | : |  |

1. The Claimant in this arbitration is represented by … in accordance with the Power of Attorney No… dated….
2. The Respondent is XYZ Company with the following information:

|  |  |  |
| --- | --- | --- |
| Address | : |  |
| Legal representative | : |  |
| Tax Code | : |  |
| Telephone | : |  |
| Fax | : |  |
| Email | : |  |

1. The Respondent in this arbitration is represented by … in accordance with the Power of Attorney No… dated….
2. On …, the Respondent received the VIAC’s Notice No. …/VIAC dated … with respect to the dispute with the Claimant – ABC Company. In response to the request in the Notice, by this document, the Respondent would like to submit its counterclaims as below.
3. **Factual background[[3]](#footnote-3)**
4. On …, the Claimant and the Respondent signed the Contract/Agreement/… No… regarding the sale of goods/provision of service/… According to the Contract/Agreement/…, the Respondent is entitled/obliged to…, the Claimant is entitled/obliged to …
5. In fact, the Claimant performed/ failed to perform the Contract/Agreement … *(specify how the Claimant performed/ failed to perform)*. The Respondent performed/ failed to perform the Contract/Agreement … *(specify how the Respondent performed/ failed to perform).*
6. As a result, a dispute has arisen between Parties concerning … *(specify the merits of the dispute).*
7. Additional matters (if any): …
8. **Legal basis for the Respondent’s claims[[4]](#footnote-4)**
9. In the Arbitration Agreement No… dated…/ Article … on dispute settlement of the Contract, the Parties agreed as follows: “…” *(**specify the content of the arbitration agreement).*
10. Since a dispute has arisen between Parties, pursuant to the above-mentioned provision, the Respondent submits this Counterclaim to VIAC.
11. **Value in dispute and relief sought**
12. The total value in dispute is: …[[5]](#footnote-5)
13. On the basis of the submissions in Section III above, the Respondent would like to seek relief as follows:
14. …;
15. …;
16. …[[6]](#footnote-6)

|  |
| --- |
| **On behalf of the Respondent**  **(sign, stamp)[[7]](#footnote-7)** |

1. This form is for reference only and not mandatory. The structure and wordings are free to be modified by Parties to fit the nature and the development of a particular dispute and to suit the desire of Parties. Direct contact with the Secretariat is recommended if a Party needs further instructions. [↑](#footnote-ref-1)
2. It is recommended that the Respondent provides VIAC with its exact address as registered in its Business Registration Certificate or Investment Certificate. In addition to the postal address for document delivery, provision of other means of communication such as telephone number, fax number, email address, etc. shall facilitate faster and more efficient communication between VIAC and the Parties during the arbitral proceedings. [↑](#footnote-ref-2)
3. In this section, the Respondent briefly submits the main facts and circumstances of the dispute. [↑](#footnote-ref-3)
4. In this section, the Respondent submits contractual basis and legal grounds that the Respondent has relied on to submit its counterclaims, with reference to appropriate analysis and evidence. [↑](#footnote-ref-4)
5. The total value in dispute is the total monetary value of the Respondent’s counterclaims based on which VIAC shall calculate arbitration costs. [↑](#footnote-ref-5)
6. If the Respondent at a later stage of proceedings supplements its Counterclaim as that the value in dispute increases, VIAC shall request additional arbitration costs on the additional value respectively. [↑](#footnote-ref-6)
7. If the Respondent is an organisation, the legal representative or authorised representative (with lawful power of attorney) shall sign the Statement of Defence. If the Statement of Defence is signed by the legal representative, it’ll need to be stamped. If the Respondent is an individual, the Respondent or his/her authorised representative (with lawful power of attorney) shall sign the Statement of Defence. [↑](#footnote-ref-7)