

**BANGALORE INTERNATIONAL MEDIATION, ARBITRATION AND
CONCILIATION CENTRE**

MEDIATION AND CONCILIATION RULES

RULE 1: SCOPE OF APPLICATION AND INTERPRETATION

- 1.01 These Rules shall be called as the ‘BIMACC MEDIATION AND CONCILIATION RULES’ and shall be hereinafter referred to as the “Rules”.
- 1.02 These Rules shall be applicable where parties have agreed in writing to refer their disputes to Bangalore International Mediation, Arbitration and Conciliation Centre (BIMACC) for Mediation/ Conciliation. The parties shall be deemed to have agreed that the proceedings shall be conducted and administered in accordance with these Rules.
- 1.03 If any of these Rules are in conflict with any mandatory provision of the applicable law of Mediation/ Conciliation from which the parties cannot derogate, that provision shall prevail.

RULE 2: DEFINITIONS

- 2.01 The following words used in these Rules shall have the meanings as defined hereunder:

“*Advocate*” means an Advocate as defined under the Advocates Act, 1961 of India or any lawyer or attorney licensed to practice under the law of any other country.

“BIMACC” means Bangalore International Mediation, Arbitration and Conciliation Centre under the supervision of its Executive Board.

“Centre” means the Bangalore International Mediation, Arbitration and Conciliation Centre.

“Chairman” means the Chairman of the Governing Council of BIMACC.

“Charter Members” means the promoter members of BIMACC.

“Confidential information” means any information (written, verbal, digital or graphical or combinations thereof), in any form or medium, which is shared by the parties during the process of Mediation/ Conciliation, which is not available in public domain and which has been specifically mentioned by the disclosing party to the Mediator/ Conciliator to the other parties at dispute or conflict to be treated as “Confidential”.

“Conciliation” means a voluntary and confidential dispute or conflict resolution process, by one or more Conciliators, who assist parties at dispute in negotiating and arriving at a mutually agreed settlement.

“Conciliator” means an independent and uninterested person, empanelled under Rule 3.

“Executive Board” means the Executive Board of the Centre.

“Governing Council” means a council constituted under the administrative rules of the Centre.

“Mediation” means a structured, voluntary and confidential dispute or conflict resolution process in which trained mediators facilitate and negotiate between the parties in dispute or conflict and assist them in arriving at a mutually acceptable settlement.

“Mediator” means an independent and uninterested person, trained, accredited and certified in Mediation and empanelled under Rule 3.

“Panel” means panel of Mediators or Conciliators of the Centre.

“Public domain information” shall mean any information that is available in public and/ or that which is not classified as secret at the time of the said information being available to third parties.

“Proceeding” shall mean Mediation proceedings or Conciliation proceedings as the case may be.

“Registrar” means the Registrar of the Centre and includes any Deputy Registrar or any other officiating person discharging any of the functions of the Registrar.

“Registry” shall mean the office of the Registrar.

“Settlement” means a settlement reached by the parties to a Mediation or Conciliation process, which is signed by all the parties concerned before the Mediator/Conciliator in accordance with these Rules and incorporated in a written agreement, signed by all the parties before a Mediator/Conciliator in

accordance with these Rules. The term signing would also imply digital signatures and wherever necessary, affixing the seal of an entity.

RULE 3: PANEL OF MEDIATORS AND CONCILIATORS

- 3.01 The Executive Board shall prepare a panel of Mediators and Conciliators who are qualified under the ‘Mediators and Conciliators Qualification, Training, Empanelment and Removal Rules’ of the Centre and are fit to be empanelled, based on the recommendations of the Governing Council.
- 3.02 The Executive Board may, in consultation with the Governing Council, nominate one or more Mediators as coordinators for the purpose of coordinating Mediation activities at the Centre and similarly appoint coordinators for the purpose of coordinating conciliation activities at the Centre.
- 3.03 The panel of names shall also mention their respective qualifications and professional or technical experience.
- 3.04 Those desirous of being empanelled as a Mediator/ Conciliator are deemed to be aware that on their name being removed from the Panel of Mediators/Conciliators, they would have no right to claim compensation or damages from the Centre; nor would they be entitled to seek reinstatement of their names in the Centre’s Panel of Mediators/Conciliators.

3.05 Any Mediator/Conciliator may be removed from the Panel, in accordance with the 'Mediators and Conciliators Qualification, Training, Empanelment and Removal Rules'.

RULE 4: TEMPORARY DISABILITY

4.01 Every person appointed as a Mediator/Conciliator in a dispute, shall inform the Registrar and all the parties to the dispute, if he is in anyway interested either directly or indirectly, in any of the parties to the dispute or interested in the subject matter of dispute, at the earliest point of time of his discovery of such interest and not to accept the relevant conflict/dispute for resolution. If he fails to inform/ disclose such information, such a failure would amount to misconduct.

4.02 The Registry shall, on receipt of any information from any of the parties or their representatives that the Mediator appointed is interested or related to any of the parties or interested in the subject matter of the dispute, appoint a new mediator; provided such information is substantiated with prima facie evidence.

4.03 A Mediator/Conciliator who is temporarily disqualified in a particular matter, is not entitled to any remuneration in the said matter.

RULE 5: PREFERENCE

5.01 The Centre shall, while nominating any person as Mediator/Conciliator for a particular case may at its discretion, give preference to those who have special qualification or expertise in the specific domain area.

5.02 If the parties require a specific Mediator/Conciliator, a premium fee may be levied by the Centre, as per the fee schedule in SCHEDULE A.

RULE 6: VENUE FOR CONDUCTING MEDIATION OR CONCILIATION

6.01 The Mediator/Conciliator shall conduct the Mediation at the Centre or at the place of the Mediator/Conciliator or at any place mutually agreed upon by the parties and the concerned Mediator/Conciliator subject to Rule 10.1 (ii).

RULE 7: CODE OF CONDUCT FOR MEDIATORS/ CONCILIATORS

7.01 Before commencing the Mediation/Conciliation process, the Mediator/Conciliator shall disclose to the parties, his interest in the outcome of the dispute or interest in any of the parties and/or any circumstances that are likely to give rise to justifiable doubt as to his independence or impartiality.

7.02 In the event that any party expresses his reservation about any Mediator's/Conciliator's neutrality or independence, the Mediator/Conciliator shall recuse himself from the matter and report the same to the coordinator or Registrar of the Centre.

7.03 Every Mediator/ Conciliator shall, without delay, on his discovery of any conflict of interest during the process of Mediation/ Conciliation, disclose to the parties such an interest and forthwith recuse himself from the matter.

7.04 Willful failure to disclose his or her interest to the parties would amount to misconduct.

- 7.05 No Mediator/ Conciliator shall compel any Party to settle a dispute in a specific manner against the wishes of any of the Parties.
- 7.06 No Mediator/ Conciliator shall demand any favour or consideration or accept any gifts or inducement from any of the parties in any manner, before, during or after the completion of the process of Mediation/ Conciliation, other than the fee prescribed or approved by the Centre.
- 7.07 No Mediator/ Conciliator shall represent any of the parties to the dispute in any case or advise, in any professional capacity, any parties to a dispute for a period of three years on conclusion of the Mediation/Conciliation, irrespective of whether the Mediation/Conciliation resulted in a settlement or not.
- 7.08 No Mediator/Conciliator shall disclose any Confidential Information given by the parties during the course of Mediation/Conciliation to any court or any third parties or disclose any Confidential Information of one party to another party without the prior written consent of the disclosing party.
- 7.09 No Mediator shall, after the commencement of the Mediation process, sit as arbitrator or conciliator or as judge in the same or connected case that has been referred for Mediation.
- 7.10 No Mediator/ Conciliator, after giving specific dates for Mediation/ Conciliation, absent himself persistently without any justifiable cause.
- 7.11 Every Mediator/Conciliator shall conduct himself with dignity and decorum and be polite with the parties.

- 7.12 A Mediator shall not conduct local investigation.
- 7.13 No Mediator/ Conciliator shall visit the house or place of business/ office of any parties to a dispute that has been referred for Mediation before him.
- 7.14 The Mediator/ Conciliator shall not accompany any parties to the dispute, to any place, without notice and written consent of the other parties to the dispute.
- 7.15 No Mediator shall be a custodian or act as an escrow agent of any properties or money in a matter under Mediation without the consent of the Registrar of the Centre.
- 7.16 A Conciliator, but not a Mediator, may act as a custodian or an escrow agent, provided:
- a. The parties apply to the Registry in writing seeking its approval;
 - b. The parties and the Conciliator enter into an escrow agreement with a signed copy of the agreement being sent to the Registry; and
 - c. The parties and the Conciliator indemnify the Centre and all its functionaries and members of the Governing Council and members of the Executive Board, from any loss or claim that might arise on account of any breach of instruction or loss of property or money by the Conciliator.
- 7.17 The Registry reserves its right to refuse permission to any Conciliator to act as a custodian or escrow, without assigning reasons.

7.18 The Centre shall not be liable in any manner for loss of property or money given to the Conciliator in custody or escrow under any circumstances.

RULE 8: PROCEDURE REGARDING APPEARANCE OF PARTIES

8.01 Whenever parties to a dispute agree in writing to get the matter referred to BIMACC for resolution of the dispute/conflict, any or all of them shall write to the Registrar of his/their intention to get the dispute resolved availing the facilities of BIMACC, with complete particulars about the applicants and opposite parties, such as names, addresses and other details of all the parties and a brief description of the dispute or conflict. Such an application shall be accompanied by 'Registration Fee' as prescribed as per Schedule A which may be revised from time to time by the Centre.

8.02 The Registrar shall issue notices to the parties concerned about the reference made by a party or parties to the agreement for Mediation/ Conciliation and request the parties to appear before or communicate with the Centre on a specific date and time for the appointment of a Mediator/Conciliator.

8.03 The Registry will levy such administrative fee as per SCHEDULE A as determined by the Centre from time to time. Such fee shall be payable by each of the parties to the dispute, in response to notice issued under Rule 8.02 above.

8.04 Unless all the parties remit their respective administrative fee, the Registry will not commence the process. The parties shall also deposit such applicable taxes along with the registration fee.

- 8.05 On the specified date and time fixed by the Centre, the parties to the Mediation/Conciliation proceedings, along with their Advocates, shall appear before the Registrar of the Centre without fail.
- 8.06 Where a government or public /private institution is a party, only the person authorised to take a final decision shall attend the Mediation/Conciliation proceedings, by providing an appropriate letter of authority or board resolution to the Centre/Mediator/Conciliator.
- 8.07 On attendance of the parties and depending upon the nature and the complexity of the case, the Registrar shall assign the case to the appropriate Mediator/Conciliator from among the panel of Mediators/Conciliators for the purpose of Mediation/Conciliation, as the case may be.
- 8.08 For international disputes or domestic disputes where one or more parties do not reside or have place of business in Bangalore, the Registry may, on the request of all the concerned parties in writing, entertain online communication to complete the process mentioned in Rule 8 and wherever possible by video conference.
- 8.09 The case, once assigned to a particular Mediator/ Conciliator, shall not be withdrawn from him. However, the Registrar is empowered to withdraw any case assigned to a particular Mediator/ Conciliator and assign the same to any other Mediator/Conciliator, if
- a. The Mediator / Conciliator has recused himself

- b. The Mediator / Conciliator has been temporarily disqualified.
- c. The Mediator / Conciliator has been permanently disqualified.
- d. On account of death or legal incapacity of the Mediator/Conciliator.

The Registrar's decision to withdraw is final and binding on all the parties as well as the concerned Mediator/Conciliator.

RULE 9: FEE AND EXPENSES OF MEDIATOR/ CONCILIATOR

- 9.01 The Registry shall, in consultation with the Mediator/Conciliator and depending upon the dispute and its intensity and the expertise of the Mediator/Conciliator, determine the fee that is to be paid to the Mediator/Conciliator per session and communicate the same to the parties. The indicative fee structure of a Mediator/Conciliator is as per SCHEDULE B.
- 9.02 The parties shall deposit the fee for three sessions in advance with the Mediator/ Conciliator together with applicable taxes. All payments shall be made through any banking channels only – such as cheques, demand drafts, pay orders, wire transfers, credit card and debit card. No payments shall be made by cash by any of the parties.
- 9.03 Wherever the party deducts withholding taxes, it is obligatory on the part of such party to forward a copy of the certificate/proof of having withheld the tax to the Centre as well as to the respective Mediator/Conciliator.
- 9.04 In case the parties desire to have a venue of their mutual choice, the rentals and hiring charges shall be borne by the parties.

- 9.05 The Mediator/ Conciliator shall spell out his terms for travel, stay and conveyance to the parties well in advance and only on their acceptance in writing, he shall commence the dispute resolution process.
- 9.06 All conveyance, travelling allowances and halting expenses of the Mediator/Conciliator, wherever applicable, shall be reasonable, befitting the status of the Mediator/Conciliator and shall be borne by the parties and shall be paid or met in advance and the Centre will not be responsible to recover such expenses or fees from the Parties. However, if it is brought to the notice of the Centre that a default has been made by a party, the Certificate of Settlement along with the agreement will not be released by the Centre, until a no-due certificate is issued by the concerned Mediator/Conciliator.
- 9.07 The parties shall demand a duly signed receipt for all payments made towards fee and expenses from the concerned Mediator/ Conciliator and it is the duty of the Mediator/Conciliator to raise his memo of fees and cost and issue or acknowledge receipt of such sums as may be paid by the parties.

RULE 10: PROCEDURE OF MEDIATION OR CONCILIATION

- 10.01 The Mediator/ Conciliator shall follow the procedure hereinafter mentioned, namely:
- a. He shall fix, in consultation with the parties, a time schedule, the dates and the time of each Mediation/ Conciliation session, where all parties have to be present;

- b. The seat of Mediation shall be Bangalore, at the Centre's premises; however, the actual venue of mediation shall be determined by the Registry, which can be any place, even outside Bangalore, taking into consideration the optimum convenience of all the parties as well as the Mediator.
- c. Parties who desire to avail the facilities of the Centre, at Bangalore, or at such other places of the Centre in India or abroad, may have to pay such utilization fees along with taxes, if any, which may be prescribed from time to time.
- d. The Mediator/ Conciliator shall hold the Mediation/ Conciliation hearing in accordance with the provisions of these Rules.
- e. Each party may provide to the Mediator/Conciliator a brief memorandum setting forth the issues, which, according to it, need to be resolved, and its position in respect to those issues, and all information reasonably required for the Mediator/Conciliator to understand the issues. Such memoranda if furnished shall be served on the other party.
- f. If the Mediator/Conciliator is of the opinion that he should look into any original documents, he may make a request to the concerned party to produce such original documents.
- g. Each party shall furnish to the Mediator/Conciliator such other information as may be required by him in connection with the issues to be resolved.

RULE 11: MEDIATOR/CONCILIATOR NOT BOUND BY ANY LAW OF EVIDENCE OR CODE OF CIVIL PROCEDURE

11.01 The Mediator/ Conciliator is not bound by any procedural law, such as the Code of Civil Procedure, 1908 or the Evidence Act, 1872, etc., but shall be guided by principles of fairness and justice, having due regard to the rights and obligations of the parties, confidentiality, usages of trade and custom, if any.

RULE 12: ATTENDANCE OF PARTIES AT SESSIONS OR MEETINGS ON DUE DATES

12.01 The following procedures shall be adopted regarding attendance of the parties at sessions.

- a. If any person, party or the authorized person fails to appear before the Registrar on the date and time fixed by the Centre or on any rescheduled date, the Registrar may send a reminder letter to the absentee and re-fix a date. In the event the concerned party does not appear on the re-fixed date, the Centre will treat the matter as closed and unfit for Mediation.
- b. After the assignment of the case to any Mediator/Conciliator, if all or any of the parties remain absent, continuously on more than one occasion, the Mediator/Conciliator concerned shall send a report to the Registrar, with a mere remark “unfit for Mediation/Conciliation”. The Mediator/Conciliator should avoid granting adjournments without any valid reason.

- c. If any party seeks an adjournment, such a requisition shall be made in advance giving 48 hours notice to the Mediator/ Conciliator and the other party to oppose or concede. If any party seeks adjournment at the commencement of a Mediation/Conciliation, he shall bear the fee of the Mediator/ Conciliator entirely for the said session.
- d. Parties who are not residents of the city, town or district where the Mediation/Conciliation occurs, may be represented by their counsel and/ or power of attorney holders at the sessions or meetings. Duly notarized copy of such power of attorney shall be given to the Mediator/Conciliator at the commencement of the Mediation/Conciliation proceedings.
- e. Parties representing registered partnership firms, companies, societies, co-operative societies, trusts, limited liability partnerships, statutory bodies or corporations or government entities, local bodies, shall submit appropriate letter of authority/ resolution to represent such an entity before the Mediator/Conciliator at the time of proceeding, with a copy sent to the Registry of the Centre.
- f. In the event of change in authority to represent during the course of the proceedings, appropriate letter of authority/resolution to represent should be lodged with the Mediator.
- g. Parties who commit default after agreeing to the Mediation/ Conciliation process by not attending any sessions or abandoning the Mediation/Conciliation process shall be liable for set-off or to pay the

Mediator/Conciliator the fees for the number of sessions held where the concerned party absented itself.

12.02 The registration fee shall not be liable to be refunded to the parties in the event one or more parties abstain from Mediation process or for failed Mediation or if the matter is considered to be unfit for mediation.

12.03 The Mediator/Conciliator shall inform at least 48 hours in advance to all the parties including the Registry if he needs to postpone any session, unless he is prevented from attending the session on account of sudden illness or reasons beyond his control.

12.04 If the Mediator/ Conciliator fails to attend a session without notice to the parties, he shall not be entitled for fee for the session which he failed to attend. Persistent absence by a Mediator/ Conciliator would enable any of the parties to seek alternative Mediator/ Conciliator and the Mediator/Conciliator is liable to return the fee that has been paid to him in advance without any interest.

12.05 The Centre, at the request of the parties, may appoint another Mediator/Conciliator, in the event any Mediator/Conciliator abandons the process, unless he sends in writing that the matter is unfit for Mediation/ Conciliation.

12.06 If the opinion of the Mediator/Conciliator is that the matter is unfit for Mediation/Conciliation, he should report the matter as per FORM M1, without assigning any reasons.

12.07 When the matter is settled, the Settlement should, as far as possible, be drafted in the form as prescribed in FORM M2.

RULE 13: MATTERS UNFIT FOR MEDIATION OR CONCILIATION

13.01 The following matters or cases will be termed as unfit for Mediation/Conciliation:

- a. Disputes involving serious allegations of any heinous crimes such as fraud, misappropriation, criminal breach of trust, cheating, forgery or any offences punishable under any law
- b. Disputes that involve constitutional remedies
- c. Disputes that cannot be resolved by Mediation/ Conciliation by virtue of specific prohibition under any law, like granting of divorce, probate of will, guardianship, winding-up of companies, insolvency petitions, etc.
- d. When one or more parties persistently fail to respond to the notice issued by the Registrar
- e. When one or more parties fail to participate in the proceedings or refuse to continue with the proceedings

- f. Death or legal incapacity of any of the parties. However, in the event all the legal representatives of the deceased party, are existing parties in the said dispute or within 15 days from the death of a party to the dispute, all his legal representatives voluntarily desire to participate in the proceedings and subject to the condition that the other parties have no objection, the Mediation/Conciliation may continue.
- g. In the opinion of the Mediator/Conciliator, the matter requires technical or judicial intervention and is unfit for Mediation/Conciliation.

RULE 14: SCOPE OF MEDIATION/CONCILIATION

14.01 The scope of Mediation / Conciliation would cover all matters referred for settlement of disputes and all such matters that may not have been specifically referred but are connected to the dispute so referred.

RULE 15: AUTHORITY OF THE MEDIATOR / CONCILIATOR

15.01 The following authority shall be exercised by the Mediator/Conciliator in the course of a proceeding:

- a. Authority to fix date of sessions and reschedule if necessary.
- b. Authority to adjourn proceedings.
- c. Authority to restrict admission to guests/ relatives / friends accompanying the parties to the sessions.
- d. Authority to convene private sessions or joint Sessions.

- e. Authority to seek expert opinion or translator or interpreter.
- f. Authority to seek the assistance of Co-Mediator.
- g. Authority to assist in drafting settlement.
- h. Authority to refuse to divulge Confidential Information.
- i. Authority to send “Settlement failed” report.
- j. Authority to send “unfit case” report.
- k. Authority to raise invoice and bills of cost as per the terms of agreement
- l. Authority not to issue copies of settlement until all fees and dues are paid to him.

RULE 16: ADMINISTRATIVE ASSISTANCE

16.01 In order to facilitate the conduct of Mediation/Conciliation proceedings, the parties, or the Mediator/ Conciliator with the consent of the parties, may arrange for assistance of an expert/s such as chartered accountants, valuation experts, engineers, surveyors etc.

RULE 17: ROLE OF COORDINATORS / MEDIATORS / CONCILIATORS

17.01 The following shall be the role of Coordinators / Mediators / Conciliator:

- a. The Coordinators shall perform such functions and duties as may be entrusted to them from time to time by the Executive Board.

- b. The Coordinators shall interact with other Mediators, discuss technical and practical issues, and interact with parties approaching the Centre, administrators of the Mediation Centre and the Executive Board.
- c. The Mediator/Conciliator shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of the respective party to the other, assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of compromise and generating options in an attempt to solve the dispute.
- d. It shall be the duty of the Mediator to emphasize that it is the responsibility of the parties to take their own decisions in arriving at a settlement.
- e. The Mediator/Conciliator shall maintain confidentiality during and after the completion of Mediation/Conciliation.
- f. The parties should be made to understand that the Mediator only facilitates in helping them to arrive at a decision to resolve disputes and that he cannot and will not and impose any settlement.
- g. Mediator/ Conciliator cannot give any guarantee that the Mediation/ Conciliation will result in a settlement.
- h. The Mediator/Conciliator shall not proceed with the Mediation/ Conciliation unless and until all the parties to the proceedings have entered appearance before him.

- i. The Mediator/Conciliator shall ensure that all the legal representatives of a deceased party are present or duly represented in the Mediation/ Conciliation Proceedings.
- j. The Mediator, at the commencement of the Mediation, shall introduce himself or herself, explain the meaning and merits of Mediation, highlighting the voluntary process, neutrality, confidentiality and rules of Mediation.
- k. The Conciliator at the commencement of the Conciliation shall introduce himself, explain the purpose and merits of settlement, highlighting the voluntary process, neutrality, confidentiality and rules of Conciliation.

RULE 18: PARTIES ALONE RESPONSIBLE FOR TAKING DECISION IN A MEDIATION PROCESS

18.01 The parties must understand that the Mediator only facilitates in arriving at a decision to resolve disputes and that he will not and cannot impose any settlement nor does the Mediator give any warranty that the Mediation will result in a settlement. The Mediator shall not impose any decision on the parties.

RULE 19: TIME LIMIT FOR COMPLETION OF MEDIATION/ CONCILIATION

19.01 On the expiry of sixty days from the date fixed for the first appearance of the parties before the Mediator/ Conciliator, the Mediation/ Conciliation shall stand

terminated, unless all the parties to the dispute seek extension of time in writing and the same may be extended by a further period of thirty days.

RULE 20: PARTIES TO ACT IN GOOD FAITH

20.1 All parties shall be encouraged to commit themselves to participate in the Mediation/Conciliation proceedings in good faith and with the intention to settle the dispute.

RULE 21: CONFIDENTIALITY, DISCLOSURE AND INADMISSIBILITY OF INFORMATION IN MEDIATION /CONCILIATION

21.01 The rules of Confidentiality are as follows:

- a. It shall be the duty of the Mediator/ Conciliator to explain to the parties that any information that is termed as confidential by the concerned party, will not be disclosed to the other party or parties, without the consent of the disclosing party.
- b. When a Mediator/ Conciliator receives information termed as “confidential” concerning the dispute from any party, he shall not disclose the substance of that information to the other party, unless permitted in writing by the first party.
- c. Notes taken during the Mediation/Conciliation process, reports or proposals or counters or other documents either prepared by the Mediator/Conciliator or prepared and circulated by any of the parties or any oral communication made by the parties to the Mediator/Conciliator during a Mediation/Conciliation

process shall be destroyed in the presence of the parties on failure to arrive at a settlement. Such information shall not be used or relied upon by the parties in any court proceedings nor can they summon the Mediator/Conciliator to divulge such information before any court or tribunal or any authority. The confidentiality would cover:

- i) views expressed by a party in the course of Mediation proceedings;
 - ii) documents obtained during the Mediation/ Conciliation which were expressly required to be treated as confidential or other notes, drafts or information given by parties to Mediators/Conciliators.
- d. There shall be no stenographic or audio or video recording of the Mediation / Conciliation proceedings, except if the process is agreed to be done by Online Mediation/ Conciliation.

RULE 22: PRIVACY

22.01 The Rules of Privacy are:

- a. Mediation/ Conciliation sessions are private; only the concerned parties and/or their counsel or power of attorney holders can attend. Any other persons may attend the Mediation with the consent of the respective party who desires to rely on the support of such other person and with the permission of the Mediator.

- b. The Mediator/ Conciliator shall not invite any persons not connected with the Mediation/Conciliation to witness the proceedings without the consent of all the parties.
- c. If the Mediator/Conciliator desires to take the assistance of a co-Mediator/Co-Conciliator or any expert, he shall do so only with the consent of all the parties or their respective counsels.

RULE 23: IMMUNITY

23.01 No Mediator/ Conciliator shall be held liable for anything done in good faith or in a bonafide manner, or omitted to be done by him during the Mediation proceedings, for civil or criminal action, nor shall he be summoned by any party to the dispute to appear in any court of law or any tribunal, or any other authority to testify in regard to information received by him or action taken by him or in respect of drafts or records prepared by him or shown to him during the Mediation/Conciliation proceedings. The Mediator/ Conciliator, for the purpose of immunity, shall be protected under Sections 70, 75 and 81 of the Arbitration and Conciliation Act, 1996.

RULE 24: SETTLEMENT AGREEMENT

24.01 The Rules of Settlement are:

- a. Where an agreement is reached between the parties in regard to all the issues concerning the dispute or some of the issues, the same shall be reduced to writing and signed by the parties or their respective power of attorney holders

or the authorized representatives, if any. If any counsel has represented the parties, he shall attest the signature of their respective client/s.

- b. The parties or their respective power of attorney holders or the authorized representatives, if any shall sign each and every page of the settlement agreement.
- c. The term authorized representative used in Rule 24 shall not mean and include any advocate.
- d. Parties other than individuals such as companies, firms, associations, societies, trusts etc., shall also affix their respective seals to the agreement.
- e. The Mediator/Conciliator shall not sign on any part of the Settlement Agreement.
- f. The agreement of the parties so signed and attested shall be submitted to the Mediator/Conciliator. The same shall be forwarded by the Mediator/Conciliator with a covering letter to the Registrar of the Centre reporting the settlement, along with the certificate that all his fee/expenses have been settled by the parties.
- g. Where no agreement is arrived at between the parties, before the time limit stated in these rules or where, the Mediator/ Conciliator is of the view that no settlement is possible, a report merely stating “Mediation/ Conciliation failed” shall be sent to the Centre.

- h. For the reason that a settlement reached in a Mediation process is evolved by the parties themselves and that the entire process being voluntary and non-evaluative, the same shall be binding on all the parties to Mediation and shall not be subject to any challenge or appeal before any court.

24.02 In the event the parties to a settlement arrived after a Mediation/Conciliation desire that the settlement so arrived be drawn as a decree in India, they shall have the following two options:

- a. All the parties to the dispute may make a joint application before the State's Permanent Lok Adalat under Section 22 C of The Legal Services Authorities Act, 1987, accompanied by the Settlement Agreement arrived at the Mediation/Conciliation, with a prayer to confirm the same as an Award under Section 22 E of The Legal Services Authorities Act. Every Award confirmed by the Permanent LokAdalat is deemed to be a decree, which is final and binding on all the parties.

or

- b. The parties on agreeing that a settlement reached out of a Mediation process is a settlement reached after Conciliation, the Mediator shall authenticate the settlement in the capacity of a Conciliator under Section 73 (4) of the Arbitration and Conciliation Act, 1996. The status of such a settlement shall be deemed to be a Settlement Arbitral Award under Section 30 of the Arbitration and Conciliation Act 1996 which is final and binding on all the parties. The said settlement agreement can be enforced as a decree under Section 36 of the

Arbitration and Conciliation Act 1996, subject to payment of stamp duty, if any, as per the local law where the award is to be enforced.

RULE 25: FEE AND ADMINISTRATIVE EXPENSES

25.01 The Rules regarding fees and expenses are clarified as below:

- a. The Executive Board shall determine and fix administrative charges, service charges, documentation charges, communication charges and additional fee for any additional services for Mediation/ Conciliation matters.
- b. Each of the parties shall deposit such fees as may be determined by the Registry in accordance with the Centre's fee structure.
- c. Each Mediator/ Conciliator shall keep the Centre informed about his fee structure along with his profile containing his professional qualification and expertise, which can be shared with the parties concerned.
- d. If there is no consensus as to naming a Mediator/Conciliator, the Centre may proceed to appoint a Mediator/ Conciliator and indicate the fee structure of the Mediator/ Conciliator and such appointment shall be binding on the parties.
- e. The parties shall ensure that the fee of the Mediator/Conciliator shall remain duly paid without any arrears.
- f. The parties shall pay the Mediator/Conciliator, clerical or documentation expenses on actual basis and such expenses shall be incurred only after obtaining the consent of the concerned parties and shared proportionately, as the case may be.

- g. In the event of any settlement between all or some of the parties, the appropriate fee, as prescribed, shall be liable to be paid by all the parties to the Centre as well as to the concerned Mediator/ Conciliator.
- h. No party shall be entitled to rely upon any Settlement/ Award passed by the Mediator/ Conciliator or derive advantage of any such Settlement/ award either in part or in full, without a certificate of “No-Dues” from the Centre in the name of the concerned party. No court or any authority shall consider any such Settlement/ Award as a valid Settlement/Award unless the same is accompanied by such a certificate. Every Settlement/ Award shall contain this condition and without such clause the Settlement/ Award shall be incomplete.

RULE 26: INDEMNITY

26.01 Mediation and Conciliation are voluntary processes. Therefore, none of the parties availing the services of the Centre shall hold the Centre or any of its officers, staff, Executive Board members, Executives, Mediators/Conciliators liable for any loss or damage that they may claim to suffer during any process of dispute resolution and keep the Centre, its officers, staff, Executive Board members, Executives, Mediators and Conciliators indemnified.

RULE 27: MODIFICATION AND AMENDMENT OF RULES

27.01 The Centre reserves its right to modify, change, amend or vary its rules from time to time as it may deem fit. Such changes shall be given effect to in the website of the Centre and shall come into force with immediate effect.

27.02 The Executive Board in consultation with the Governing Council reserves its right to interpret the terms and provisions of these set of Rules.

RULE 28: INTERPRETATION

28.01 In these Rules, any reference to the masculine includes the feminine and any reference to the singular includes the plural and vice versa, as the context requires or demands.

28.02 The interpretation given by the Centre to any provision in this Mediation/ Conciliation procedure shall be the correct interpretation of the provision concerned.
