

Mediation at Resolve works within a strong framework of rules which express how the process will function so that the Parties' rights are protected, and all those involved are on the same page. The rules below also outline our policies on confidentiality and settlement.

RESOLVE RULES FOR MEDIATION

Edition 2015

RULE 1: APPLICATION OF THE RULES

- A. These Rules shall apply on completion of the Mediation Agreement (Form C) at the time all Parties refer dispute to mediation as per the Resolve Rules for Mediation, 2015 up to the termination of the mediation as per Rule 7.

RULE 2: COMMENCEMENT OF MEDIATION

- A. All Parties to a dispute requesting mediation must file with Resolve the Request to Mediate (Form A)
- B. Where only one Party files a Request to Mediate (Form A), such Party may request Resolve to invite the other Party(ies) to participate in the mediation. On receiving such a request, Resolve will attempt to contact the other Party(ies) involved in the dispute to get them to an agreement to participate in the mediation.
- C. Parties contacted by Resolve under Rule 2(B) who wish to participate in mediation have to respond by signing and returning the Acceptance or Rejection to Mediate (Form B) within 15 days of its receipt, to Resolve.
- D. Where such Party(ies) do not agree to mediation within 15 days of receipt of Acceptance/Rejection to Mediate (Form B), the Resolve Case Manager shall inform the other Parties in writing.
- E. All Parties have to mandatorily sign the Resolve Mediation Agreement (Form C), before the first mediation session.
- F. All mediations will be conducted under the Resolve Rules at a Resolve Forum and all Forum choices will be the sole discretion of Resolve.

RULE 3: SCOPE OF MEDIATION

- A. The Parties will determine the scope of mediation and with the assistance of the Mediator identify the issues to be resolved as soon as possible in mediation.

RULE 4: APPOINTMENT OF MEDIATOR

- A. Resolve will appoint a mediator from their Mediation Panel, after receiving the completed Request to Mediate (Form A) and the Acceptance/Rejection to Mediate Form (Form B).
- B. Resolve will notify the Parties of the appointment of the Mediator and the time and date of the first mediation session within 15 days of the signing of the mediation agreement.
- C. Resolve may consider a request, where all Parties jointly seek the appointment of a Mediator from outside the Resolve Mediation Panel, under extraordinary circumstances. The appointment of any external Mediator will be at Resolve's sole discretion. The external Mediator shall have the same obligations and responsibilities as a Mediator appointed by Resolve as per the Resolve Rules of Mediation and the Resolve Code of Conduct.

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- D. Resolve may suggest co – mediation for certain disputes. Where the Parties agree to co-mediation, Resolve shall appoint co-Mediators, who will each have the same obligations and responsibilities as any single Mediator appointed by Resolve.
- E. Resolve may suggest, or the Parties may agree that a technical expert should help the parties in mediation, where required. All technical experts will be bound by the disclosure and confidentiality requirements set out in Rule 7 and Rule 9. The Parties will have to bear costs of engaging such experts.

RULE 5: QUALIFICATIONS & STANDARDS OF PRACTICE OF MEDIATOR

- A. The mediator’s education and experience are summarised in his professional resume, which has been provided to each of the parties.
- B. The mediator adheres to the Standards of Practice for [*Business / Commercial / Family and Divorce*] Mediation promulgated by Supreme Court and High Court: Court Annex.

RULE 6: SERVICES OF MEDIATOR

- A. The mediator will meet with the parties in session and help them identify issues, develop options for resolving those issues, and reach agreement; the mediator will provide the parties with letters after each session summarising the parties’ tentative agreements, the work that must be done by the parties and the mediator before the next session, and the issues that will be discussed at the next session.
- B. At the appropriate time, the mediator will prepare a draft of the parties’ settlement agreement.
- C. At the request of the parties, the mediator will prepare all forms necessary to initiate and process an action for enforcement of the agreement, including, where possible a stipulated Judgment for enforcement.

RULE 7: CONFLICT OF INTEREST AND DISCLOSURE

- A. Mediators should make reasonable efforts to keep themselves informed about matters that could reasonably raise questions about their ability to conduct the mediation impartially. Mediators should inform Resolve of matters that could affect or potentially affect their neutrality or any perception of their neutrality before their appointment.
- B. Mediators may continue with their appointment if the parties choose to continue with their appointment, where a conflict of interest is identified after the appointment of the mediator or at any time during the mediation. Parties can also request appointment of a different Mediator. Where the Parties choose to continue with the same Mediator, the Parties must sign a written waiver prepared by Resolve.
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- C. Mediator will be appointed from the Resolve Mediation Panel, where the Parties request appointment of a different Mediator or where the Mediator declines the mediation.
- D. Mediator’s obligation to disclose conflicts of interest continues until the termination of the mediation process.

RULE 8: CONDUCT BY THE MEDIATOR

- A. Mediator’s conduct during the mediation will be observed by the Resolve Code of Conduct. If there is a breach of this Code, Resolve will collect views of all Parties and take action as it deems appropriate. Such action would be including but not limited to replacement of the Mediator.
- B. Mediator and Resolve are not acting as agents of any of the Parties at any time. The Mediator is also not an agent of Resolve, nor Resolve an agent of the Mediator.

RULE 9: CONFIDENTIALITY

- A. The mediation process is confidential in nature. All communications made for the purpose of/in mediation may not be disclosed by the Mediator to any third party unless the Mediator is compelled to do so by valid court order.
- B. All information, records, reports or other documents produced in the course of or pursuant to a mediation are confidential, unless otherwise admissible or discoverable outside of mediation or compelled by law.
- C. Mediator, co-Mediator, technical expert, Resolve or any of Resolve's Employees, Officers or Representatives should not be called to give evidence or to testify or to reveal any information, documentation or communication made during the mediation, in any arbitral or judicial proceeding, by any of the Parties and/or Participants to the mediation. Any Party(ies) and/or Participant(s) that attempts to do so shall pay all lawyer's fees for the Mediator or any fees which Resolve incurs in resisting the disclosure of such information or testimony.
- D. Parties and/or Participants shall not rely on or introduce as evidence in any arbitral or judicial proceedings any information or documentation described in Rule 7 (A) & (B) above, whether or not such proceedings relate to the dispute that is the subject matter of the mediation. Such information or documentation includes but is not limited to: (i) any views expressed, or suggestions or proposals for settlement made by any of the Parties or Participants in the course of the mediation, or (ii) any admissions made by any of the Parties and/or the Participants regarding the merits of the dispute, or (iii) proposals, suggestions or views expressed by the Mediator.
- E. Any information shared by a Party and/or Participant with the Mediator during a separate mediation session/private caucus specified to be confidential shall not be shared by the Mediator with the other Party(ies) and/or Participant(s).
- F. Evidence otherwise admissible or discoverable shall not be or become inadmissible or protected from disclosure solely by reason of its introduction or use in a mediation.

RULE 10: CAUCUSES

- A. As part of the mediation process, the parties may agree that it would be helpful for the mediator to confer with each of them individually. This technique is referred to as a caucus. The form of a caucus varies: It can involve conferences scheduled separately with each party (either in person or by telephone) or brief meetings that take place during the course of a mediation session.
- B. The mediator will not caucus with either party unless he has the consent of both parties.
- C. Nothing said to the mediator by either party is confidential from the other party unless the parties agree that such communications may be treated as confidential.

RULE 11: TERMINATION OF MEDIATION

- A. The mediation will terminate when (i) a Party(ies) withdraws from the mediation or (ii) the Mediator, at his/her discretion, withdraws from the mediation or (iii) a written settlement agreement is concluded with authentication by the concerned Mediator.
- B. Party(ies) can withdraw from the mediation at any time. Party(ies) should immediately inform the other Party(ies), the Mediator and Resolve of the withdrawal in writing.
- C. A Mediator may withdraw from the mediation at any time and shall immediately inform Resolve and the Parties of this withdrawal in writing.

RULE 12: SETTLEMENT AGREEMENT

- A. A settlement agreement reached by the Parties during mediation becomes contractually binding when it is reduced to writing and signed by or on behalf of the Parties.

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- B. The mediator shall authenticate the settlement agreement. This authentication shall not imply that the mediator is a witness or a party to the mediation.
- C. The settlement agreement may also be in the form of an electronic record with digital signatures. Any such electronic documentation shall require an undertaking of authenticity signed by the Parties, their authorised representatives and the Mediator.

RULE 13: WAIVER AND EXCLUSION OF LIABILITY

- A. Resolve or its officers or employees or any Mediator at Resolve will not be liable to any Party(ies) or Participant(s) for any alleged act or omission in connection with any mediation conducted under these Rules.
- B. The Parties and Participants will not make any claim against the Mediator and/or Resolve, its officers and employees for any matter in connection with/in relation to:(a) the mediation, or (b) the services provided by the Mediator and/or Resolve, its officers and employees, or (c) the dispute between the Parties.

RULE 14: FEES AND COSTS

- A. Unless otherwise agreed by the Parties in writing, the costs of mediation including but not limited to appointment of a co-Mediator, technical or other experts and advisors, registration fees, mediation fees, reading fees (extraordinary administrative expenses,) shall be borne by the Parties in equal proportion.

RULE 15: INTERPRETATION AND AMENDMENT OF RULES

- A. Interpretation of these Rules and the Resolve Code of Conduct shall be solely by Resolve.
- B. These Rules along with its forms, annexures and the Resolve Code of Conduct may be amended by Resolve from time to time without any prior notice.

RULE 16: GOVERNING LAW AND JURISDICTION

- A. The mediation process shall be governed by and be conducted in accordance with the laws of India. The Courts at New-Delhi shall have exclusive jurisdiction in relation to all matters related to Resolve, the mediation process or the conduct of the Mediator during the mediation.

TABLE OF DEFINITIONS

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Resolve: The Effective Dispute Resolution Forum in India. Dispute Resolution Centre at: K – 32, Jangpura Extension, New Delhi-110014

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B. In these rules, unless the context otherwise requires, the following words/phrases shall mean:

PHRASE	DEFINITION
Resolve	The Effective Dispute Resolution Forum
Resolve Case Manager	The person appointed by Resolve to whom the Request to Mediate (Form A) and all correspondence in relation to the mediation shall be addressed to
Resolve Code of Conduct	The code of conduct governing the Mediator during and after the termination of the mediation process
Resolve Mediation Agreement – Form C	The mediation agreement to be entered into by the Parties
Resolve Mediation Office	Resolve office located at K-32, Jangpura Extension, Delhi - 1100014
Resolve Mediation Panel	The panel of trained Mediator(s) curated and administrated by Resolve
Resolve Rules of Mediation or Rules	The rules of mediation that govern all mediations that have been submitted to Resolve along with the forms, annexures and schedules as amended from time to time
Fee Schedule	The schedule of fees as determined for mediation or the effective dispute resolution support
Request to Mediate – Form A	The letter submitted by the party (ies) requesting mediation
Acceptance/Rejection to Mediate – Form B	The acceptance/rejection to the Request to Mediate (Form A)
Mediator(s)	The person or persons appointed to conduct the mediation process.
Participant(s)	Person(s) other than Party(ies) who participate(s) in the mediation
Party(ies)	The disputing party(ies) or their authorised representatives

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