

IMC INTERNATIONAL ADR CENTRE (IIAC)

IMC Building, 3rd Floor, IMC Suresh Kotak International ADR Centre,
IMC Marg, Churchgate, Mumbai - 400 020.

NEUTRAL'S FEES

APPLICABLE TO MEDIATIONS/ CONCILIATIONS

This schedule of Neutral's fees is effective as of 1st April 2016 and is applicable to all mediations/conciliations commenced after 1st April 2016 under IIAC Rules.

Neutral's Fees under Mediation and Conciliation 2016 Rules (MedCon 16 Rules)

Value of Claim/Counter Claim	Fees per Neutral (Sole or more, as the case may be)
Upto Rs.10,00,000/- (Rupees Ten Lacs)	Rs.7,000/- per hour with a maximum of Rs.50,000/-
Between Rs. Rs.10,00,000/- (Rupees Ten Lacs) and below Rs. 100,00,000/- (Rupees One Crore)	Rs.12,500/- per hour with a maximum Rs.1,00,000/-
Over Rs.1 Crore	Rs.15,000/- per hour with a maximum of Rs.5,00,000/-
Amount in dispute is not quantifiable	Fee structure at the maximum level shall apply i.e. Rs.15,000/- per hour with a maximum of Rs.5,00,000/-

OTHER TERMS AND EXPLANATIONS

1. Each Neutral shall be subject as above entitled to a minimum fee of Rs. 25,000.00, which shall include a preparation fee for two hours.
2. In cases where the Neutral/s is/are required to make a site visit, the fees shall be as per the applicable structure enumerated hereinabove; however the same shall not be affected by the maximum ceiling.

3. Above fees are exclusive of Service Tax etc.

- IIAC's Administrative Charges, Hearing Room Rental Charges, (payable to IMC), Stenography Charges and other charges for services and amenities/expenses are payable additionally as assessed by IIAC in accordance with rates prescribed.
- T.D.S. will be deducted as applicable.
- IIAC reserves the right to assess the charges for additional services.
- Please request the Secretariat for details.

4. In cases where Neutrals are residing outside the city where hearings are conducted, Neutrals will be entitled to reimbursement of actual expenses incurred for travel, boarding and lodging charges.

In addition, the parties shall deposit such amounts as may be required to cover the likely costs of actions necessitated by parties' requests during the mediation/conciliation process, including but not restricted towards arranging for attendance of experts and witnesses, site visits and travel arrangements of the Neutral/s and IIAC personnel as and when warranted, preparation of requested documents, preparation and delivery of required Reports and attendance of IIAC personnel where required.

It shall be sufficient in this regard for the expected expenses to be deposited by any one party or a stake-holder with intimation to the rest of the parties and the Neutral/s.

5. Payments to Neutrals will be subject to parties making payments to IIAC for that purposes. Other charges and expenses shall also include all costs, charges, and expenses on account of travelling, boarding, lodging of Neutrals, witnesses, experts including stamp duty charges, legal charges and fees, conference, refreshments, photocopying charges incurred or to be incurred in connection with the Mediation/Conciliation Proceedings, which shall be deposited by the parties within 7 (seven) days from the date of demand made by the Secretariat from time to time. The determination of such costs, charges and expenses and/or advance by IIAC shall not be questioned by any party. IIAC shall be entitled to call for appropriate advance to cover the above charges, expenses and fees.

6. IIAC will act only as a collecting, disbursing and accounting facilitator for the Parties and Neutrals engaged by the Parties and IIAC will not otherwise be liable to pay any sums to the Neutrals and other service providers/persons.

7. The fees payable to the Neutral/s will be equally borne by all the Parties unless agreed to otherwise and accordingly intimate to the Secretariat with a copy of the agreement

and / or correspondence to that effect which the Secretariat may independently verify. It would be sufficient in this regard for the party/stake-holder undertaking the onus of paying all the fees to intimate the Secretariat in writing in such manner as may be requested by the Secretariat. The Secretariat shall thereon intimate the Neutral/s of this variance in the norm.

8. Where a party fails to make payment of Neutral's Fees and other charges/expenses the other party may pay the same. However if both parties fail to pay, then the Neutral may suspend or terminate the proceedings.
9. Payments should be made by cheques payable at Mumbai and payable to "**IMC International ADR Centre**" or by bank transfers to bank account of "IMC International ADR Centre", details of which are available with the Secretariat or as may be directed by the Secretariat. Please contact **Secretariat of "IMC International ADR Centre"** for further details.
10. All Cheques must be sent to "**IMC International ADR Centre**" and the names of both parties/case number, if available and purpose of payment must be written on the reverse of the cheque.
11. If required, in specific cases, IAC may allow payment to be made directly in the name of the Neutral/s, but all such payments will be routed through IAC.

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