

MEDIATION AND CONCILIATION 2016 RULES (MEDCON 16 RULES)

BACKGROUND AND INTRODUCTION

The MedCon 16 Rules are framed in order to enable the parties to resolve their differences and disputes by way of mediation or conciliation.

Mediation and Conciliation proceedings are not adversarial and may not involve advocates. They are aimed at settling the differences and disputes using services of a trained conciliator thereby avoiding conflict and laying foundations for a better future business relationship.

A settlement agreement in a conciliation proceeding is enforceable in Law as an award under S 74 of the Arbitration and Conciliation Act 1996.

The settlement agreement may either:

- (i) put an end to the contractual relationship giving rise to the dispute with or without suitable compensation without going through an adversarial contentious process, or;
- (ii) result in a new modality of performing and completing intended contractual obligations under the original contract which gave rise to differences and disputes.

The MedCon 16 Rules apply where parties have agreed in writing to seek resolution of a dispute through mediation or conciliation by MedCon 16 Rules of IIAC prior to the disputes arising or by a subsequent agreement referring disputes to IIAC for mediation or conciliation under these Rules. Disputes may be referred to mediation or conciliation by MedCon 16 Rules of IIAC by any party, court, tribunal or other authority or by a constituted IIAC Arbitral Tribunal in a pending arbitration proceeding.

The MedCon 16 Rules provide for disputes to be resolved in a limited time frame and in a cost efficient manner by utilizing services of qualified mediators and conciliators on the panel of IIAC.

This process is also helpful to assist parties to evaluate the strength and weaknesses of their respective evidences and narrow down the issues involved, with a view to resolve the disputes or if failing a settlement assist in identifying the real and core issues of the dispute which may form subject matter of arbitration or litigation.

Proceedings commence on application to refer the matter for Mediation/ Conciliation by either party to the dispute in the format prescribed under these Rules. Parties endeavour to appoint the Neutral from the panel and the IIAC appoints, if the parties do not appoint one.

The IMC International ADR Centre (IIAC) is an independent company constituted under the Companies Act, 2013 promoted by the Indian Merchants Chamber for purposes of propagating alternate dispute resolution methods to assist all sections of society, individuals, corporate, firms, institutions and others in resolving disputes.

IIAC does not itself resolve disputes; it administers resolution processes including appointing Neutral in accordance with the rules framed by it.

Suggested format for request for Mediation/Conciliation which parties may adopt is set out in Appendix hereto by way of guidance.

A “Panel of Neutrals” is maintained by IIAC comprising of past judges, advocates and trained and experienced persons for selection as Neutrals.

Please visit the IIAC Web site for further details: www.iiac.net.in

MEDIATION AND CONCILIATION 2016 RULES

Table of Contents

1.	Applicability of the Rules.....	1
2.	Definitions.....	2
3.	Commencement of Proceedings	3
4.	Appointment of Neutral	4
5.	Conduct of Neutral	5
6.	Role of The Neutral(s).....	7
7.	Confidentiality.....	7
8.	Party Representation	8
9.	Settlement.....	9
10.	Termination	10
11.	Closure	11
12.	Certificate of Settlement Agreement	11
13.	Immunity / Waiver of Liability.....	11
14.	Fees and Charges.....	12
15.	Interpretation.....	13
16.	Amendments.....	13
17.	Practice Notes.....	13
	ANNEXURE 1 (under Rule 3).....	14

IMC INTERNATIONAL ADR CENTRE (IIAC) MEDIATION AND CONCILIATION 2016 RULES

These Rules shall be called the Mediation and Conciliation Rules 2016 (MedCon 16 Rules) of the IMC International ADR Centre (IIAC), hereinafter referred to as the 'Rules'.

1. APPLICABILITY OF THE RULES

- 1.1 These Rules shall come into force from 1st April, 2016 and shall apply to any mediation or conciliation proceedings commenced on and after that date.
- 1.2 These Rules shall apply:
 - (a) Where parties have agreed in writing to seek resolution of a dispute, through mediation or conciliation under these Rules. Such agreement may have been:-
 - (i) entered into before the dispute arose; or
 - (ii) arrived at after the emergence of the dispute, on the invitation of one party and acceptance thereof by the other parties; or
 - (iii) arrived at, on the invitation of IIAC.
 - (b) To disputes referred to IIAC for mediation/conciliation by any Court of law, Tribunal or other Authority; and
 - (c) To disputes referred to IIAC for mediation/conciliation by any Arbitrator or Arbitral Tribunal.
- 1.3. All mediation / conciliation proceedings shall be conducted and administered by IIAC in accordance with these Rules in force on the date of commencement of such proceedings unless parties have agreed otherwise.

2. DEFINITIONS

In these Rules following words and phrases will have the meanings assigned thereto as hereunder stipulated:

- (a) **'Act'** means the Arbitration & Conciliation Act, 1996 as amended from time-to-time.
- (b) **'ADR Centre'** means the "IMC International ADR Centre" (IIAC).
- (c) **'Application'** means an application for mediation/conciliation, briefly identifying therein the subject of the dispute, which is sought to be resolved.
- (d) **'Conciliation'** means a non-adversarial, resolutive process whereby parties, with the assistance of a Neutral ("the Conciliator"), attempt to reach an amicable settlement of their dispute(s) arising out of or relating to a contractual or other legal relationship. Such settlement, when arrived at, shall be of parties' own volition, based on informed consent. The Conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute, but shall not have the authority at any stage to impose upon the parties a solution to the dispute. In terms of Section 74 of the Act, a settlement agreement reached under conciliation proceedings shall have the same status and effect as if it is an arbitral award under Section 30 of the Act.
- (e) **'IIAC'** means the IMC International ADR Centre. All references to applications, filing of pleadings and communications etcetra with IIAC in these Rules shall be addressed to: The Secretariat, IMC International ADR Centre ('IIAC'), IMC Building, 3rd Floor, IMC Suresh Kotak International ADR Centre, IMC Marg, Churchgate, Mumbai – 400023.
- (f) **'Mediation'** means a non-adversarial, resolutive process whereby Parties, with the assistance of a Neutral ('the Mediator'), attempt to reach an amicable settlement of their dispute(s). Such settlement, when arrived at, shall be of parties' own volition, based on informed consent. The Mediator shall not have the authority at any stage to impose upon the parties a solution to the dispute.
- (g) **'Neutral'** means a Mediator or a Conciliator.

- (h) **'Panel'** means the Panel of Neutrals maintained by IIAC under these Rules.
- (i) **'party'** or 'parties' means the parties to the agreement referred to in Rule 1 hereinabove and shall also include those entities who, with consent of all parties referred to in Rule 1 hereinabove, have agreed in writing to be added as parties for the purpose of Mediation/Conciliation of the dispute at hand.
- (j) **'Rules'** means these Mediation and Conciliation Rules, 2016 (MedCon 16 Rules).
- (k) **'Secretariat'** means the Secretariat of IIAC appointed by IIAC.
- (l) **'Stake-holder'** means any person or entity having a concern for, an interest in, or likely to be affected in some way by, the outcome of the dispute at hand.
- (m) Words importing the singular number include, where the context admits or requires, the plural number and *vice versa*.
- (n) Words describing a gender such as "his" or "her", "he" or "she" shall include all genders where the context admits or requires.

3. COMMENCEMENT OF PROCEEDINGS

- 3.1 Any party or parties, desiring to commence Mediation/ Conciliation of a dispute to which these Rules apply, or are sought to be applied, shall make an Application for Mediation/Conciliation with the Secretariat in the Form (as set out in **Annexure 1**) of these Rules together with applicable Fees and Charges prescribed by IIAC.

A copy of the Application shall be sent to other parties to the dispute by the Applicant.

- 3.2 The party making such Application (hereinafter referred to as 'the Applicant'), shall indicate whether it seeks a Mediation or a Conciliation, and shall forward along with its Application such documents as be required for IIAC Secretariat to expeditiously process the said Application.
- 3.3 If the Application is not complete as per this Rule on submission, it shall be liable to be completed and all deficiencies removed by the Applicant

within 10 (ten) working days, failing which it shall be construed as if no such application was made.

It is clarified that where an “Application for Mediation/Conciliation” is completed within 10 (ten) working days of its filing, it shall relate back to the date of original filing.

- 3.4 The Secretariat shall number the Application and notify the parties of the acceptance of the Application within 3 (three) working days of the Application being filed with the Secretariat. The Secretariat shall also, at such time, provide to the parties requisite forms required to be submitted by them to the Secretariat duly completed, as also a list of Neutrals on the relevant Panel of IIAC.
- 3.5 The Mediation/Conciliation proceedings shall be deemed to have commenced, for the purposes of these Rules, on the day the Secretariat receives the last of the requisite forms duly completed and submitted by the parties alongwith the applicable Fees and Charges.
- 3.6 At any stage of the proceedings the parties may jointly agree to add any stake-holder or other entity as a party to the Mediation/Conciliation proceedings.
- 3.7 All communications between the Neutral(s) and the Secretariat may be conducted through e-mail, unless otherwise requested, copying in all parties to the Mediation/Conciliation, except where circumstances warrant otherwise.

4. APPOINTMENT OF NEUTRAL

- 4.1 Parties shall endeavour to appoint a neutral within 7 (seven) days.
- 4.2 If the parties are unable to appoint a Neutral from the Panel within 7 (seven) days, IIAC will appoint the Neutral.
- 4.3 There shall be one Neutral unless the parties agree that there shall be more than one. It shall not be out of place for parties to jointly agree with the appointed Neutral, at any stage of the proceedings, that an additional Neutral be appointed along with the existing Neutral.
- 4.4 The Neutral shall forthwith, on his nomination as such by the parties or IIAC, make a Disclosure to IIAC of all such facts as are likely to raise in any person of common prudence a perception of a conflict of interest or

a bias towards or against any party or stakeholder. IIAC shall thereupon forward the said Neutral's Disclosure to all the parties.

- 4.5 The nominated Neutral shall stand appointed on the expiry of 3 (three) working days of the parties being intimated, unless any party seeks, in writing, any clarifications on the Neutral's Disclosure. In such event, such party shall be required to make its efforts to get satisfaction on the neutrality of the Neutral and if deemed necessary, lodge a formal objection to the appointment of the nominated Neutral within further 2 (two) working days.
- 4.6 Where a formal objection has been received by IIAC to the appointment of the nominated Neutral, it shall immediately nominate another neutral in place and stead of the originally nominated Neutral.
- 4.7 IIAC Secretariat shall support parties in all ways possible for them to agree upon the appointment of a Neutral by mutual agreement. Where, however, parties have not been able to agree upon an appointment after two rounds of nominations, IIAC shall appoint as a Neutral any person other than the ones nominated earlier and the same shall be binding on parties.
- 4.8 Where the appointed Neutral has recused himself at any stage or has become disabled from acting, parties shall agree upon the appointment of another Neutral within 7 (seven) days of being intimated of such disability or recusal.
- 4.9 In the event of parties not being able to agree upon a Neutral within the stipulated time or on their request, IIAC shall appoint a new Neutral.
- 4.10 Where jointly appointing a specific Neutral from IIAC's Panel of Neutrals, it shall be open to the parties to give in writing a waiver for requirement of the Neutral's Disclosure.

5. CONDUCT OF NEUTRAL

- 5.1 The appointed Neutral(s) shall:
 - a) Explain, in brief, the Mediation/Conciliation process to the parties and their representatives at the preliminary meetings and/or the first joint session and answer such queries as may be raised thereupon;

- b) At all times during the Mediation/Conciliation process bear in mind the need to make a disclosure of any factum which comes to his/her notice as is likely to raise in any person of common prudence a perception of a conflict of interest or a bias towards or against any party or stake-holder;
- c) In consultation with the parties or their legal representatives, fix the date, time and venue for the first joint session to discuss the dispute and intimate the details to the Secretariat;
- d) Take on record the authority to represent, participate and settle from the parties' respective representatives;
- e) Assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute;
- f) Be guided by principles of objectivity, confidentiality and fairness in the conduct of the process;
- g) Not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872;
- h) Highlight the fact that the Neutral(s) is in charge of only the process and that it is the parties who are in charge of reaching a mutually acceptable settlement or outcome; and
- i) Use mediatory skills and techniques to engage the parties in a collaborative conversation.

5.2 The Neutral may:

- a) Where considered appropriate, prior to the first joint session, meet each party and/or their respective representative/s in a preliminary private meeting;
- b) Seek from each party a brief statement in writing describing the general nature of the dispute, the likely issues and the known constraints touching upon the parties' relationship *qua* the dispute. The parties shall, on such request being made by the Neutral, forward such statement in a brief write-up to the Neutral with a copy to all the other parties within a period of 7 (seven) days or such other time as is agreed by the Neutral and the parties.

- c) Seek from the parties individually an additional understanding of their underlying concerns and a sense of what they expect to achieve through the present process. Such information need not be in writing and shall, in either case, be held in confidence between the party expressing them and the Neutral,
- d) Meet the parties (either with or without their representatives), or their representatives (either with or without the concerned parties in person), together in joint sessions or meet separately in private sessions only one of the party(s) or its representatives, as may be deemed fit,
- e) Call upon the parties to consider, where required, obtaining expert opinion, support, advice, valuation or determination on any aspect which the parties are not able to agree upon and which appears helpful for achieving an objective view-point on any aspect of the dispute,
- f) Where considered necessary, on the request and concurrence of all parties, make site visits so as to better understand any aspect of the dispute in greater detail,
- g) Assist the parties in brainstorming for generating options for further consideration,
- h) Assist the parties in evaluating the options generated,
- i) Where it is requested by any party and convenient to all concerned, conduct the whole or part of the proceedings online or through video conference as per mutual understanding of the parties.

6. ROLE OF THE NEUTRAL(S)

The Neutral(s) shall not act as an arbitrator, expert determinant, representative or counsel of a party in any arbitral or judicial proceeding in respect of the dispute that is the subject of the Mediation/ Conciliation proceedings before him.

7. CONFIDENTIALITY

- 7.1 Parties, their representatives and all present during the proceedings, the Neutral and any third person, including those involved in the

administration of the Mediation/Conciliation proceedings shall be bound to keep confidential the proceedings of the Mediation/Conciliation process and all matters relating thereto, including all documents, records and communications, during as well as after its completion.

This confidentiality shall also extend to the settlement agreement, except where required for the purpose of implementation and enforcement.

- 7.2 When the Neutral receives factual information concerning the dispute from a party, he shall only disclose such part thereof as is permitted to be disclosed by the disclosing party.
- 7.3 Where the Neutral invites experts or other witnesses, they shall be bound by the confidentiality of the process and shall submit to the Neutral a written undertaking to that effect. The said undertaking shall also be forwarded to the Secretariat.
- 7.4 All confidential documents disclosed, confessions and submissions made and concessions offered shall be privileged to the Mediation/Conciliation process and shall not be called into evidence in any court, arbitral or other proceedings.

8. PARTY REPRESENTATION

- 8.1 Where any party is not present in person, he may, or where the party concerned is a corporate entity it shall, depute a representative conversant with the matter in dispute to appear on his or its behalf with authority to participate, negotiate and settle the dispute in a way that would bind the authorising party.

Prior to the first preliminary or joint meeting, each party shall provide to the Neutral (with a copy to the Secretariat), a letter of authority empowering its representative for the said purpose. Failure in this regard would be sufficient ground for the Neutral not to proceed with or adjourn the Mediation/Conciliation proceedings and inform the Secretariat accordingly.

- 8.2 The parties as well as their authorised representatives shall in good faith co-operate with the Neutral and, in particular, shall endeavour to comply with requests by the Neutral to submit relevant documents and material and attend meetings and make all efforts to work towards an amicable settlement.

- 8.3 Each party may, on his own initiative or at the invitation of the Neutral, submit to the Neutral suggestions for the settlement of the dispute.
- 8.4 The language of the Mediation/Conciliation proceedings and the documentation and correspondence pertaining thereto will be in the English language unless agreed otherwise by the parties.
- 8.5 The parties shall not initiate, during the Mediation/Conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the Mediation/Conciliation proceedings except where, in his opinion, such proceedings are necessary for preserving his rights.

9. SETTLEMENT

- 9.1 The Mediation/Conciliation under these Rules shall be completed within a period of 60 (sixty) days from the date of commencement of the proceedings, subject to one extension not exceeding 30 (thirty) days if agreed to by the parties with the consent of the Neutral in writing with a copy to the Secretariat.
- 9.2 Where parties come to an agreement settling a part or whole of the dispute, unless otherwise agreed mutually in writing, they shall enter into a written agreement to that effect, duly signed by themselves or their authorized representatives and the Neutral (the "Settlement Agreement"). If requested by the parties, the Neutral may draw up, or assist the parties in drawing up, the Settlement Agreement. The Settlement Agreement may be executed in as many originals as the parties may require. The Neutral shall authenticate the Settlement Agreement (and each original thereof), and furnish an authenticated original to each of the parties.
- 9.3 The Neutral shall inform the Secretariat in writing that the parties have settled and resolved their disputes. The Settlement Agreement or a copy thereof shall not be required to be filed with the Secretariat unless the parties instruct the Neutral in writing to do so. In the event of the parties resolving their disputes and opting to not enter into a written Settlement Agreement to that effect, they shall inform the Neutral and the Secretariat of their said decision in writing.
- 9.4 The Settlement Agreement shall be final and binding on the parties and persons claiming under them respectively.

- 9.5 A Settlement Agreement in Conciliation shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the said Act.
- 9.6 Where the dispute has been referred to Mediation/Conciliation by any Court of Law, Tribunal, Arbitral Tribunal or other Authority, the Neutral shall submit a report (“Report”) to the Secretariat of IIAC for submission to the referring forum.

The Secretariat shall, along with the Report of the Neutral, submit its own report, as may be required, to the referring forum. The Secretariat shall also forward therewith the written Settlement Agreement of the parties duly authenticated by the Neutral or, in place and stead thereof, the joint letter of the parties that they have settled the dispute and do not seek to enter into a written agreement for the said purpose or disclose the same where entered into.

10. TERMINATION

- 10.1 Where it appears to any party that the continuation of the Mediation/Conciliation proceedings will not serve any purpose, or that he would like to end the proceedings, he shall intimate their intention to the other parties and the Neutral. On receiving such intimation from any party, the Neutral shall endeavour to have a private session with each party to individually ascertain the view of all and consider steps to be taken pursuant thereto. On having satisfied himself that the proceedings cannot continue, the Neutral shall terminate the proceedings and inform the Secretariat of such termination in writing, with a copy to all parties.
- 10.2 Where the Neutral is of the view that the continuation of the Mediation/Conciliation proceedings shall serve no purpose, he shall meet each party in a private session and then call a joint session where he shall announce the termination of the Mediation/Conciliation proceedings and inform the Secretariat of such termination, in writing.
- 10.3 Where the Neutral is of the view that he needs to disassociate himself from the process, he may call a joint session or address a joint communication to inform all parties of his decision so that the parties may proceed to appoint another Neutral.

- 10.4 Where the Neutral is of the considered view that one of the parties is abusing the Mediation/Conciliation process, the Neutral may terminate the proceedings.
- 10.5 The Neutral shall, for any steps taken under this Rule, copy the Secretariat on every communication to the parties.

11. CLOSURE

- 11.1 The Mediation/Conciliation proceedings shall stand determined on and from the date of execution of the settlement agreement, if any, or expiry of a period for completion specified in Rule 9.1 or the date of announcement of the termination of the Mediation/Conciliation proceedings by the Neutral, as the case may be.
- 11.2 Where the parties have agreed to refer a dispute to arbitration failing resolution of that dispute or part thereof through Mediation/Conciliation, then that dispute or such part thereof shall stand referred to arbitration as per relevant IAC Rules of Arbitration, either on the Neutral filing a Report with the Secretariat of IAC informing closure of Mediation/Conciliation proceedings without a Settlement Agreement or on any party filing a Request for Arbitration with IAC.

12. CERTIFICATE OF SETTLEMENT AGREEMENT

For the purposes of implementation and enforcement of the Settlement Agreement, a certificate shall be issued by the Secretariat signifying the reference of the parties' dispute to Mediation/Conciliation in accordance with these Rules and the resolution thereof with a copy of the Settlement Agreement, if so filed with the Secretariat.

13. IMMUNITY / WAIVER OF LIABILITY

- 13.1 IAC and its Chairperson, Secretariat, office bearers, directors, officers, employees, committee members, advisors/consultants and Neutral shall not be liable to any person for any act with relation to any Mediation/Conciliation proceedings governed by these Rules.
- 13.2 Parties will not require IAC and its Chairperson, Secretariat, office bearers, directors, officers, employees, committee members, advisors/consultants and Neutral to make any statements in connection with any Mediation/Conciliation proceedings. It is clarified that IAC and its Chairperson, Secretariat, office bearers, directors, officers, employees,

committee members, advisors/consultants and Neutral shall not be summoned or be liable to make any statements or appearances in any capacity in any tribunal or court of law or to file affidavits or any other document in any Mediation/Conciliation proceedings or to any arbitration proceedings.

The parties agree that IIAC, and its Chairperson, office bearers, directors, Secretariat and employees and the Neutral shall not be liable for any act, deed or thing done in the course of the Mediation/Conciliation proceedings and nor shall any of them be summoned by any party to any Court of Law or file any Affidavit or any other documents for any proceedings relating to any Mediation/Conciliation proceedings and these Rules.

14. FEES AND CHARGES

- 14.1 “Fees and Charges” shall mean and include all prescribed fees, costs and charges etc. as prescribed by IIAC from time to time. Fees and Charges, as in force at the commencement of the mediation/conciliation shall be payable. Additionally, taxes as applicable during the tenure of the proceedings shall also be borne and paid by the parties.
- 14.2 The party lodging the Application shall deposit the applicable Fees and Charges as prescribed by IIAC at the time of lodging the Application.
- 14.3 Parties shall pay the Fees and Charges payable for the services of the Neutral and IIAC’s administrative charges as prescribed by IIAC from time to time.
- 14.4 All Fees and Charges as communicated to parties by the Secretariat shall be deposited by parties in advance in equal proportions failing which the Applicant shall be liable to make the deposit with liberty to add the issue of such payment to the agenda of points required to be addressed in the Mediation/Conciliation process.
- 14.5 Where any expert or other witness has been arranged, or a site visit is made or is required to be made by the Neutral with or without accompaniment of a representative of IIAC, an advance towards the Fees and Charges for facilitating such attendance or visit, as the case may be, and the expert’s, witness’s, Neutral’s and/or representative’s Fees and Charges shall be paid in advance by the parties in such sum as

is stipulated by the Neutral. IIAC shall in due course intimate the parties the residual amounts, if any, due from each of them.

- 14.6 For the sake of expediency, it would not be out of place for parties to directly make the requisite payments, with the permission of the Neutral, and submit proof thereof to IIAC Secretariat if seeking re-imbusement from the other parties.
- 14.7 The parties are required to pay such further Fees and Charges to IIAC as are informed to them and by such date as they are stated to be due.
- 14.8 The parties shall ensure that all the Fees and Charges of IIAC are paid well in advance of their due dates.
- 14.9 In absence of the Fees and Charges having been deposited with IIAC, the Mediation/Conciliation process will not be commenced or be continued.
- 14.10 The parties adopting these Rules shall be bound by any rectifications revisions, changes and amendments to the Fees and Charges fixed by IIAC.
- 14.11 An applicant or any other party or stake-holder may make a payment of some or all of the requisite Fees and Charges on behalf of some or all of the parties with notice to all the parties and the Secretariat as to which of the payments it is remitting on behalf of which of the parties. The Secretariat shall thereupon intimate this position to the Neutral with copy to the parties and other stake-holders, if any.

15. INTERPRETATION

Any question arising as to interpretation of these Rules, shall be determined by IIAC and its decision and interpretation shall be final and binding.

16. AMENDMENTS

These rules may be amended, varied or modified by IIAC.

17. PRACTICE NOTES

The Secretariat of IIAC may from time-to-time issue practice notes to clarify, supplement or implement these Rules for facilitating better administration of the mediation/conciliation proceedings.

ANNEXURE 1
(under Rule 3)

To,
The Secretariat,
IMC INTERNATIONAL ADR CENTRE ("IIAC")
IMC Building, 3rd Floor,
IMC Suresh Kotak International ADR Centre,
IMC Marg, Churchgate,
Mumbai-400 023.
Maharashtra,
INDIA.

Dear Sir/Madam,

Re: REQUEST FOR MEDIATION/CONCILIATION

- 1) I/We, _____ SUBMIT
that _____ (Party A) have a working
relationship with and/or have entered into a contract/agreement /
Memorandum of Understanding with _____
_____ (Party B)

AND

_____ (Party C) (Delete/
Add, as may be applicable).

- 2) Disputes/differences have arisen between the Parties, OR Some of them
on certain issues which require resolution/settlement.

- 3) THE APPLICANT SUBMITS THAT

Parties are : *(Tick below as applicable)*

- (i) Bound by an agreement to:

(a) mediate

(b) conciliate

as per copy attached *:

- (ii) Required/Requested/Suggested (Strike out what is Inapplicable) by (mention referring authority) to attempt resolution / settlement as per IIAC Mediation/Conciliation Rules 2016. **
 - (iii) In a working relationship and the Applicant is desirous of these disputes being resolved through mediation/ conciliation conducted by IIAC and therefore request IIAC to invite ALL/the other parties (Strike out the Inapplicable) to participate in a mediation/ conciliation process to be conducted by IIAC under IIAC Mediation/Conciliation Rules 2016.
- 4) We hereby apply for initiating the mediation/conciliation process, with a copy to ALL/the other party/PARTIES. We request you to intimate to both/all parties the names of Neutrals currently empanelled by IIAC with necessary instructions for selection of the Neutral/s.
- 5) Details of Party A/the Applicant (Strike out the Inapplicable) are as under:

Name:

Address:

Tel. No.:

E-mail Address:

- 6) Details of THE PARTIES ARE AS UNDER:

Party A:

Name:

Address:

Tel. No.:

E-mail Address:

Contact Person:

Cell No.:

Party B:

Name:

Address:

Tel. No.:

E-mail Address:

Contact Person:

Cell No.:

7) The prescribed Fees and Charges of Rs. _____ (Rupees _____ only) are forwarded herewith vide Bank Draft No.

Dated _____ day of _____.

Yours Sincerely

NOTES * A copy of the agreement to mediate/conciliate or a copy of the relevant excerpts of the document containing the said agreement, sufficiently indicating the title of the document, the dispute resolution clause, the parties signatory thereto and the execution thereof, must be annexed to this Application.

** Where parties are required by any authority to attempt resolution/settlement as per IIAC Mediation/Conciliation Rules 2016, a copy of the direction/order of that authority must be annexed to this Application.