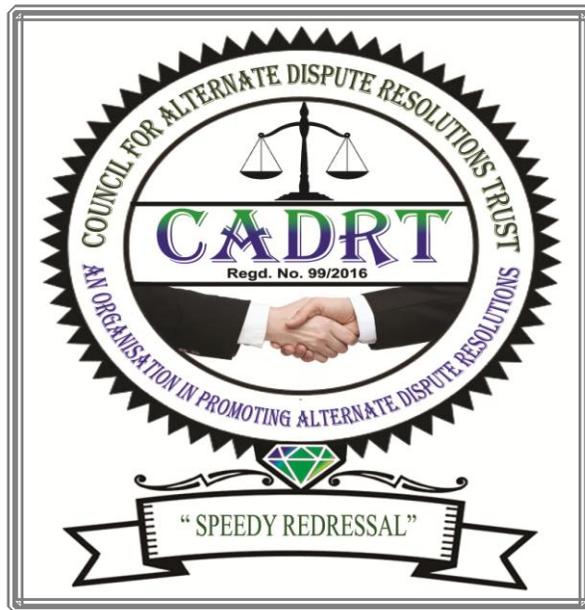


THE CADRT MEDIATION AND CONCILIATION RULES, 1996



“CADRT”

COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST

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THE “CADRT” MEDIATION AND CONCILIATION RULES, 1996

INTRODUCTION

RULE 1

SCOPE OF APPLICATION & INTERPRETATIONS

"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled in accordance with the Mediation and Conciliation Rules of the “CADRT”. Mediation and Conciliation shall be binding on the parties with an opportunity to negotiate, converse and explore options aided by the mediator/conciliator who is a neutral third party for amicable settlement by acting with medium of confidentiality, filtering out the disturbing elements and allowing the parties to focus on the underlying core objectives amenable with principles of natural justice to safeguard and maintain their relationships .

Short Title

(i) These rules may be called the “COUNCIL FOR ALTERNATIVE DISPUTE RESOLUTIONS TRUST –CADRT”

MEDIATION AND CONCILIATION RULES 1996

(ii) These rules shall apply where parties have agreed in writing that

(a) A dispute has arisen or

(b) A dispute which may arise between them in respect of defined legal relationship whether contractual or not, shall be settled under the Rules of Mediation and conciliation.

DEFINITIONS

RULE 2

In these rules, unless the context otherwise requires,—

(a) “Chairman” means the Chairman of the “CADRT”

(b) “Mediation and Conciliation Rules” or “rules” means the “CADRT” Mediation and Conciliation Rules, 1996;

(c) “Governing Body” means the Management Trustees of the “CADRT”

(d) “CADRT” means the “COUNCIL FOR ALTERNATIVE DISPUTE RESOLUTIONS TRUST” at Hyderabad, or same at its Regional offices

(e) “panel of Mediators and conciliators” means the panel of persons approved by the Governing Body to act as Mediators/ conciliators;

(f) “party” means a party to the agreement referred to in rule 1 (ii)

(g) “Schedule” means the Schedule to these rules

(h) “Secretary-General” means the Secretary of the “CADRT”.

(i) “**Domestic /International** ” Mediation and Conciliation ” means an Mediation and Conciliation relating to disputes arising out of legal relationships, whether contractual or not, considered as commercial under the law in force in India and where at least one of the parties is

(a) an individual who is a national of, or habitually resident in, any country other than India or

(b) a body corporate which is incorporated in any country other than India .

(c) a company or an association or a body of individuals whose central management and control is exercised in any country other than India.

PART I

CADRT MEDIATION AND CONCILIATION PROCEEDINGS

RULE 3

Commencement of Mediation and conciliation proceedings:

- (1) The party initiating Mediation /conciliation shall send A notice of request/ Application before “CADRT” and a notice/written Invitation to the other party to Mediate /conciliate under these rules, briefly identifying the subject of the dispute
- (2) Mediation/Conciliation proceedings shall commence when the other party accepts the notice/ written Invitation given by the Applicant /First party in writing to mediate / conciliate.
- (3) If the other party rejects the invitation, there will be no Mediation/Conciliation proceedings.
- (4) If the party initiating Mediation/Conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to Mediate/ conciliate and inform the other party accordingly.

RULE 4

Number and appointment of mediator/conciliators:

- (1) There shall be one mediator/conciliator unless the parties have agreed that there shall be two or three mediator/conciliators.
- (2) The parties may agree to enlist the assistance of the CADRT in connection with the appointment of mediator/conciliator and in particular :
 - (a) A party may request the CADRT to recommend the names of suitable individuals to act as mediator/conciliator or
 - (b) where the agreement between the parties provides for the appointment of mediator/conciliator by the CADRT, a party may request the CADRT in writing to appoint a mediator/conciliator
- (3) Where a request in pursuance of clause (a) or clause (b) of sub-rule (2) is made to the CADRT, the party making the request shall send to the CADRT:
 - (a) A copy of the notice/written Invitation to mediate /conciliate;
 - (b) A copy of the acceptance by the other party;
 - (c) A copy of the agreement, if any, between the parties providing for an amicable settlement
Settlement of dispute between them by mediation/ conciliation
 - (d) Any qualifications required of the mediator/conciliator
 - (e) Any additional information, if required, by the CADRT.
- (4) In recommending or appointing an individual to act as mediator/conciliator, the CADRT will follow the procedure specified in rule 24 and will have regard to
 - (a) any qualification required of the mediator/conciliator by the agreement of the parties.
 - (b) such considerations as are likely to secure the appointment of an independent and impartial mediator/conciliator and
 - (c) where the parties are of different nationalities, the advisability of appointing mediator/conciliator of nationality other than the nationalities of the parties.

- (5) A successor mediator/conciliator will be appointed in the manner in which his predecessor had been appointed.

RULE 5

Submission of statements to mediator/conciliator:

- 1) The mediator/conciliator may, upon his appointment request /Convey each party to submit to him and the "CADRT" a brief statement in writing describing the general nature of the dispute, the points at issue and the amount, if any, of the claim. Each party shall send a copy of such statement to the other party.
- (2) The mediator/conciliator may request /convey each party to submit to him and the "CADRT" a further statement in writing of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party shall send a copy of such statement, documents and other evidence to the other party.
- (3) At any stage of the conciliation proceedings, the mediator/conciliator may request /Convey a party to Submit to him and the CADRT such additional information as he deems appropriate.

Explanation: In this section and all the following sections of this Part, the term mediator/"conciliator "applies to a sole mediator/conciliator, two or three mediators /conciliators, as the case may be.

RULE 6

Representation and assistance:

Each party shall advise, in writing, the other party and the mediator/conciliator of:

- (a) the name and address of any person who will represent or assist him, and
- (b) the capacity in which the person will represent.

RULE 7

Role of mediator/conciliator:

- (1) The mediator/conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- (2) The mediator/conciliator shall be guided by principles of objectivity, fairness and giving consideration to among other things on principles of natural justice, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- (3) The mediator/conciliator may conduct the conciliation proceedings in such manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including the request by a party that the mediator/conciliator hear oral statements, and the need for a speedy settlement of the dispute.
- (4) The mediator/conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefore.

RULE 8

Administrative support:

The CADRT will arrange the administrative support specified in Part II if:

- (a) the parties designate the CADRT for arranging such support, in the agreement to conciliate;

(b) the parties, or the mediator/conciliator , with the consent of the parties request the CADRT to arrange such support

RULE 9

Communication between mediator/conciliator and parties:

- 1) The mediator/conciliator may invite the parties to meet him or may communicate with them orally or in writing. He may meet or communicate with the parties together or with each of them separately.
- (2) Unless the parties have agreed upon the place where meetings with the mediator/conciliator are to be held, such place shall be determined by the mediator/conciliator , taking into consideration the circumstances of the conciliation proceedings provided that where administrative assistance by the CADRT is sought under rule 8, the place where meetings with mediator/conciliator are to be held shall be determined in consultation with the CADRT,

RULE 10

Disclosure of information:

When the mediator/conciliator receives factual information concerning the dispute from a party, he shall disclose the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which he considers appropriate, Provided that when a party gives any information to the mediator/conciliator subject to a specific condition that it be kept confidential the mediator/conciliator shall not disclose that information to the other party.

RULE 11

Cooperation of parties with mediator/conciliator in good faith :

The parties shall in good faith cooperate with the mediator/conciliator and, in particular, shall endeavour to comply with requests by the mediator/conciliator to submit written materials, provide evidence and attend meetings.

RULE 12

Suggestions by parties for settlement of dispute:

Each party may, on his own initiative or at the invitation of the mediator/conciliator, submit to the mediator/conciliator suggestions for the settlement of the dispute.

RULE 13

Settlement agreement:

- (1) When it appears to the mediator/conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the mediator/conciliator may reformulate the terms of a possible settlement in the light of such observations.
- (2) If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the mediator/conciliator may draw up, or assist the parties in drawing up, the settlement agreement.
- (3) When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

- (4) The mediator/conciliator shall authenticate the settlement agreement, and furnish a copy thereof to each of the parties.

RULE 14

Confidentiality:

The mediator/conciliator and the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement.

RULE 15

Termination of mediation/ conciliation proceedings

- (1) The mediation/ conciliation proceedings shall be terminated if :
- (a) by the signing of the settlement agreement by the parties, on the date of agreement or
 - (b) by a written declaration of the mediator/conciliator, after consultation with the parties, to the effect that further efforts at mediation/conciliation are no longer justified, on the date of the declaration or
 - (c) by a written declaration of the parties addressed to the mediator/conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration or
 - (d) by a written declaration of a party to the other party and the mediator/conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.
- (2) The mediator/conciliator shall, upon termination of the conciliation proceedings, send an intimation thereof in writing to the CADRT.

RULE 16

Resort to arbitral or judicial proceedings:

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

RULE 17

Costs:

- (1) Upon termination of the conciliation proceedings, the mediator/conciliator shall fix the costs of the mediation conciliation and give written notice thereof to the parties. The fee of the mediator/ conciliator and any assistance provided pursuant to rule 4(2)(b) and fees and charges for any administrative assistance pursuant to rule 8 shall be fixed by the mediator/ conciliator in accordance with the Schedule, Provided that the CADRT may, on request from the mediator/conciliator, fix the fee of the mediator/conciliator at a figure higher than that set out in the Schedule if, in exceptional circumstances of the case, this appears to be necessary.
- (2) For the purpose of sub-rule (1), "costs" means costs relating to :
- (a) The fee and expenses of the mediator/conciliator and witnesses requested by the mediator/conciliator with the consent of the parties;
 - (b) Any expert advice requested by the mediator/conciliator with the consent of the parties;
 - (c) Any assistance provided pursuant to rule 4(2) and rule 8

(d) Any other expenses incurred in connection with the conciliation proceedings and the settlement agreement.

(3) Where more than one mediator/conciliator is appointed, each mediator/conciliator shall be paid separately the fee set out in the Schedule.

(4) The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

RULE 18

Deposits :

(1) The mediator/conciliator will, upon his appointment, in consultation with the CADRT, direct each party to deposit with the CADRT an equal amount as an advance for the costs referred to in rule 17(2) which he expects will be incurred.

(2) During the course of the conciliation proceedings, the mediator/conciliator may, in consultation with the CADRT, direct supplementary deposits with the CADRT in an equal amount from each party for the costs referred to in sub-rule (1).

(3) If the required deposits under sub-rules (1) and (2) are not made in full within thirty days, the mediator/conciliator will inform the parties in order that one or the other party may make the required deposit and if the required deposit is not made, the mediator/conciliator may suspend the proceedings or may make a written declaration of termination of the proceedings to the parties, effective on the date of the declaration.

(4) Subject to any settlement agreement, upon termination of the conciliation proceedings, the CADRT shall apply the deposits to the costs of the proceedings, render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.

RULE 19

Role of mediator/conciliator in other proceedings:

Unless otherwise agreed by the parties:

(a) the mediator/conciliator shall not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceeding in respect of a dispute that is the subject-matter of the conciliation proceedings

(b) the mediator/conciliator shall not be presented by the parties as a witness in any arbitral or judicial proceedings.

RULE 20

Admissibility of evidence in other proceedings:

The parties shall not rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject matter of the conciliation proceedings

(a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute

(b) Admissions made by the other party in the course of conciliation proceedings;

(c) proposals made by the mediator/conciliator

(d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the mediator/ mediator/conciliator.

RULE 21

Interpretation and application:

If any question arises as to the interpretation or application of these rules or any procedural matter thereunder, the decision of the CADRT shall be final and binding on the parties.

PART-II

CADRT ASSISTANCE PROCEDURES UNDER THE MEDIATION AND CONCILIATION RULES 1996

RULE 22

support for procedures under the rules.—

To facilitate the conduct of mediation/conciliation proceedings that the parties have agreed to conduct under the Mediation / Conciliation Rules 1996, the CADRT

- (a) Executes the function of the appointing authority whenever
 - (i) The CADRT has been so designated by the parties in the conciliation clause of their contract or in a separate agreement, or
 - (ii) The parties have agreed to submit a dispute to the CADRT under the Conciliation Rules without specifically designating it as the appointing authority and
- (b) provide the administrative support herein specified when required by the agreement, or when requested by all the parties or by the mediator /conciliator with the consent of the parties.

RULE 23

Maintainance of the registry.

- (1) On receiving a request in pursuance of rule 4(2)(a) or 4(2)(b), the CADRT will register the request Of notice /application and intimate in writing to the parties the registration number of the case which shall be quoted by the party while making any subsequent communications to the CADRT.
- (2) The CADRT will scrutinize every request and the documents and makes necessary entries in the register and prepare a file of the case.

RULE 24

support as recommending or appointing authority.

- (1) On receipt of a request in pursuance of rule 4(2)(a), the CADRT will communicate to the party making the request a list containing the names, addresses, nationalities and a description of qualifications and experience of at least three individuals from the panel of conciliators.
- (2) On receipt of a request to appoint a conciliator in pursuance of rule 4(2)(b),the CADRT will follow the following procedure :
 - (i) the CADRT will communicate to each party a list containing the names, addresses, nationalities and a description of qualifications and experience of at least three individuals from the panel of mediators/ conciliators;
 - (ii) Within thirty days following the receipt of the list, a party may delete any name to which he objects and after renumbering the names in the order of his preference, return the list to the CADRT.

- (iii) on receipt of the list returned by the parties, the CADRT will appoint the mediator/conciliator from the list taking into account the order of preference indicated by the parties.
 - (iv) If for any reason the appointment cannot be made according to the procedure specified in clauses (i) to (iii), the CADRT may, unless the parties recommend the name of the mediator/conciliator to be appointed by the CADRT, appoint the mediator/conciliator from the panel of mediator/conciliators.
- (3) In recommending or appointing a conciliator the CADRT will have regard to the matters referred to and will carefully consider the nature of the dispute in order to include in the list, in rule 4(4) persons having appropriate professional or business experience, language ability and nationality.
- (4) All appointments on behalf of the CADRT will be made by the Executive Trustee /Secretary and in his absence by such member of the Governing Body as is designated by the Chairman Provided that where the Secretary-General is to be appointed as the conciliator, the appointment will be made by the Chairman.

RULE 25

Administrative support.

- (1) The CADRT may provide the administrative support specified in this Part
- (a) upon the request of the parties
 - (b) upon the request of the conciliator with the consent of the parties or
 - (c) if the parties designate the CADRT for providing such support.
- (2) All oral or written communications from a party to the mediator /conciliator, except at meetings, may be directed to the CADRT which will transmit them to the conciliator and, where appropriate, to the other party.
- (3) Agreement by the parties that the CADRT will provide the administrative support, constitutes consent by the parties that, for purposes of compliance with any time requirements of the rules, Any written communications shall be deemed to have been received by the addressee when received by the CADRT. When transmitting communications to a party, the CADRT will do so to the addresses provided by each of them to the CADRT for this purpose.
- 4) The CADRT will also assist in the exchange of information and of settlement proposals.
- (5) The CADRT will assist the conciliator to establish the date, time and place of meetings and will give the parties advance notice of such meeting.
- (6) The CADRT will provide a meeting room and retiring rooms for the conciliator and the parties or their counsel in the offices of the CADRT on the charges set out in the Schedule. These charges will be billed separately and are not included in the fee for administrative support. However, Where these facilities are provided in any place other than the offices of the CADRT, the charges will be determined by the CADRT and billed separately in each case.
- (7) Upon request, the CADRT will make arrangements for reporter transcripts of meetings or hearings. The cost of reporter transcripts will be determined by the CADRT and billed separately and is not included in the fee for administrative support.
- (8) Upon the request, CADRT will make arrangements for the support of interpreters or translators. The cost of interpretation or translation will be determined by the CADRT and billed separately and is not included in the fee for administrative support.
- (9) (a) The CADRT will hold advance deposits to be made for the costs of the conciliation proceedings.

- (b) On termination of the conciliation proceedings, the CADRT will apply the proceeds of the advance deposits towards any of its unpaid administrative fees and charges and the costs of the conciliation proceedings and will render an accounting to the parties of the deposits received and applied and return any unexpended balance to the parties.
- (10) (a) Upon the request, CADRT will provide other appropriate administrative support the costs of which will be determined by the CADRT and billed separately and are not included in the fee for administrative support.
- (b) The kinds of support which can be provided are as follows:—
- (i) secretarial support and clerical assistance;
 - (ii) long distance and local telephone access and telex and telecopier facilities
 - (iii) photocopying and other usual office support.
- (11) (a) The CADRT may require the party requesting one or more of the support referred to in sub-rule (6), (7), (8) or (10) to deposit an amount specified by it as advance towards the costs of such support;
- (b) The CADRT may also require the parties to make supplementary deposits towards the costs of the support referred to in clause (a);
- (c) If the required deposit under clause (a) or clause (b) is not made in full within the time specified by the CADRT, the CADRT may not provide the support requested for.

Rule 26. Fee of mediator/ Conciliator and costs including the Administrative fees:

- 1) At the time of referring the disputes to, mediation and Conciliation, the CADRT shall, after consulting the mediator/ Conciliator and the parties, fix the fee of the mediator.
- 2) The fee of the CADRT for making appointment of conciliator and for providing administrative support, other than those specified in sub-rules (6), (7), (8) and (10) of rule 25, is based upon the amount in dispute as disclosed when the statement of dispute is submitted to the CADRT in pursuance of sub-rule (1) of rule 5. Items A.I.(1), B.I.(1) and C.I.(1) of the Schedule contains the CADRT's schedule of fees and charges.
- (3) Where the CADRT is requested to act as appointing authority under rule 4(2), the requesting party shall pay the CADRT a non refundable fee at the time of the request. This fee is separately set out in the Schedule as item A.I.(2), B.I.(2) and C.I.(2).
- (4)The Conciliation Rules provide that the costs of conciliation include the costs of the administrative fee or charges of the CADRT [rule 17(2)] and other ancillary expenses concerned, shall be borne equally by the various contesting parties or as may be otherwise directed by the CADRT. These costs are, borne equally by the parties unless the settlement agreement provides for a different apportionment [rule 17(4)].
- 5) Each party shall bear the costs for production of witnesses on his side including experts, or for production of documents.
- 6) The mediator may, before the commencement of mediation and Conciliation/ direct the parties to deposit equal sums, tentatively, to the extent of 40% of the probable costs of the mediation /Conciliation, The remaining. 60% shall be deposited with the mediator/ conciliator, after the conclusion of mediation /Conciliation. For the amount of cost paid to the mediator/conciliator, he shall issue the necessary receipts and a statement of account shall be filed, by the mediator in the CADRT.

- 7) If any party or parties do not pay the amount referred to Clause (e), the Court shall, on the application of the mediator/ conciliator, or any party, issue appropriate directions to the concerned parties.
- 8) The expense of mediation and conciliation including fee, if not paid by the parties, the CADRT shall, on the application of the mediator/Conciliator or parties, direct the parties concerned to pay, and if they do not pay, the CADRT shall recover the said amounts as if there is a decree for the said amount.

Rule 27. Ethics and code of conduct for mediator/Conciliator:

The Mediator/Conciliator shall:

- (1) Follow and observe these Rules strictly and with due diligence.
- (2) Not carry on any activity or conduct which could reasonably be considered as conduct unbecoming of a mediator/conciliator
- (3) Uphold the integrity and fairness of the Mediation and Conciliation process.
- (4) Ensure that the parties involved in the Mediation and Conciliation are fairly informed and have an adequate understanding of the procedural aspects of the Mediation/ Conciliation process
- (5) Satisfy himself/herself that he/she is qualified to undertake and complete the assignment in a professional manner.
- (6) Disclose any interest or relationship likely to affect impartiality or which might seek an appearance of partiality or bias.
- (7) While communicating with the parties avoid any impropriety or appearance of impropriety.
- (8) The mediator must avoid mediating in cases where they have direct personal, professional or financial interest in the outcome of the dispute. If the mediator has any indirect interest, he is bound to disclose to the parties such indirect interest at the earliest opportunity and he shall not mediate in the case unless the parties specifically agree to accept him as mediator, despite such indirect interest.
- (9) Where the mediator/ Conciliator is an advocate, he shall not appear for any of the parties in respect of the dispute which he had mediated.
- (10) Mediators/Conciliators have a duty to know the limits of their competence and ability in order to avoid taking on assignments which they are not equipped to handle.
- (11) Mediators/Conciliators have a duty to remain neutral throughout the mediation/Conciliation
- (12) Mediators/Conciliators must respect the voluntary nature of Mediation and Conciliation and must recognize the rights of the parties to withdraw from the Mediation/Conciliation at any stage.
- (13) Mediator has a duty to encourage the parties to make their own decisions both individually and collectively about the resolution of the dispute basing on principles of natural justice, rather than imposing his own ideas on the parties. Self determination by the parties as to is the essence of the Mediation and Conciliation process.
- (14) Conduct all proceeding relating to the resolution of dispute in accordance with the law.
- (15) Maintain the reasonable expectations of the parties as Mediation and Conciliation being confidential in nature, a mediator/ Conciliator shall be faithful to the confidentiality reposed in him and the Mediator/Conciliator must refrain from promises or guarantee of results.

Rule 28. Consequences of breach of Rule 27:

It shall, be open to the Coordinator to take such action with the approval of the High CADRT Mediation and Conciliation Committee as may be appropriate if the mediator/ Conciliator violates any code of conduct expressed in Rule 27 or behaves in a manner not expected of him as a Mediator”.

COST PAYMENT SCHEDULE

A. CADRT DOMESTIC COMMERCIAL MEDIATION OR CONCILIATION

Charges for Administration of the Trust and Fees of **Mediator/ Conciliator**

| Amount in Dispute | One Arbitrator's Fee | Administrative Fee |
|---|---|--------------------|
| The Total claim amount in Dispute does not exceed Rs.5lakhs | Rs.10,000 | Rs.5,000 |
| The Total claim amount in exceeds Rs.5 Lakhs and do not exceed Rs.10 lakhs | Rs.15,000 plus 2% of the amount which does not exceeds 10 Lakhs | Rs.10,000 |
| The Total claim amount exceeds Rs.10 Lakhs and do not exceed Rs.25 lakhs | 30,000 plus 1.5% of the amount which exceeds 10 Lac | Rs.15,000 |
| The Total claim amount exceeds Rs.25 Lakhs and do not exceed Rs.50 lakhs | 60,000 plus 1% of the amount which exceeds 25 Lac | Rs.20,000 |
| The Total claim amount exceeds Rs.50 Lakhs and do not exceed Rs.1 Crore | 100,000 plus 0.5 % of the amount which exceeds 50 Lac | Rs.40,000 |
| The Total claim amount exceeds Rs. 1Crore and do not exceed Rs.5 Crores | 150,000 plus 0.25% of the amount which exceeds 1Crore | Rs.50,000 |
| The Total claim amount exceeds 5 Crores and do not exceed Rs.10 Crores | 200,000 plus 0.25% of the amount which exceeds 5 Crores | Rs.75,000 |
| The Total claim amount exceeds Rs.10 Crores and do not exceed Rs.50 Crores | 300,000 plus 0.25% of the amount which exceeds 10 Crores | Rs.100,000 |
| The Total claim amount exceeds Rs.50 Crores and do not exceed Rs.100 Crores | 500,000 plus 0.25% of the amount which exceeds 10 Crores | Rs.150,000 |
| <i>Fee for a Arbitral Tribunal where total number of Arbitrators is THREE</i> | 50% extra over and above the fee for One Arbitrator | |
| <i>Fee for a Arbitral Tribunal where total number of Arbitrators is FIVE</i> | 100% extra over and above the fee for One Arbitrator | |
| Where the Dispute cannot be expressed in terms of money | Trust shall determine the Fee in each case separately. | |

- a) It is subject to revision from time to time as deemed fit by the Hon'ble Chairman/ Executive Trustee and Governing Body or Management Trustees of "CADRT" include the venue, stenographic, transportation, lodging and boarding , Documentation and all other charges as applicable.
- b) However, in exceptional cases the CADRT/ mediator/Conciliators may fix consolidated amount as fee of the **CADRT nominated** mediator/Conciliators.
- c) As referred to in rule 26(3) A Non-refundable fee i.e., Rs.5,000 by the parties has to be paid to "CADRT"

B. CADRT DOMESTIC NON COMMERCIAL MEDIATION OR CONCILIATION

a) The mediators / Conciliators shall be paid honorarium as under :

| S.No | Nature of case | Honorarium |
|------|--|---|
| 1 | On settlement through mediation and Conciliation of a matrimonial case [including criminal], custody, guardianship, probate, partition and possession. | Rs.5000/- per case [with two or more connected cases, the maximum would be Rs.10,000/-] |
| 2 | All other matters | Rs.3000/-per case [with two or more connected cases, the maximum would be Rs.5000/-] |
| 3 | Connected case | Rs.2000/-per case subject to a maximum ofRs.2500/-[regardless of the number of connected cases] |
| 4 | In case of no settlement | No honorarium |

It is subject to revision from time to time as deemed fit by the Hon'ble Chairman/ Executive Trustee and Governing Body or Management Trustees of "CADRT" include the venue, stenographic, transportation, lodging and boarding , Documentation and all other charges as applicable

b) However, in exceptional cases the CADRT/ mediator/Conciliators may fix consolidated amount as fee of the CADRT **nominated** mediator/Conciliators.

c) As referred to in rule 26(3) A Non-refundable fee i.e., Rs.2,000 by the parties has to be paid to "CADRT"

C. CADRT INTERNATIONAL COMMERCIAL MEDIATION OR CONCILIATION

Charges for Administration of the Trust and Fees of Mediator/ Conciliator

| Amount in Dispute | One Arbitrator's Fee | Administrative Fee |
|---|---|--------------------|
| The Total claim amount in Dispute does not exceed \$50,000 | \$15,00 | \$500 |
| The Total claim amount in exceeds \$50,000 and do not exceed \$1,50,000 | \$15,00 plus 2.5% of the amount which exceeds \$50,000 | \$750 |
| The Total claim amount exceeds \$1,50,000 and do not exceed \$3,00,000 | \$4,500 plus 2 % of the amount which exceeds \$1,50,000 | \$1000 |
| The Total claim amount exceeds \$3,00,000 and do not exceed \$5,00,000 | \$8,000 plus 1.5% of the amount which exceeds \$3,00,000 | \$1500 |
| The Total claim amount exceeds \$5,00,000 and do not exceed \$10,00,000 | \$11,500 plus 1 % of the amount which exceeds \$5,00,000 | \$2,000 |
| The Total claim amount exceeds \$10,00,000 and do not exceed \$20,00,000 | \$16,000 plus 0.50% of the amount which exceeds \$10,00,000 | \$2500 |
| The Total claim amount exceeds \$20,00,000 and do not exceed \$50,00,000 | \$21,000 plus 0.25% of the amount which exceeds \$20,00,000 | \$3,000 |
| <i>Fee for a Arbitral Tribunal where total number of Arbitrators is THREE</i> | 50% extra over and above the fee for One Arbitrator | |
| <i>Fee for a Arbitral Tribunal where total number of Arbitrators is FIVE</i> | 100% extra over and above the fee for One Arbitrator | |
| Where the Dispute cannot be expressed in terms of money | Trust shall determine the Fee in each case separately. | |

- a) It is subject to revision from time to time as deemed fit by the Hon'ble Chairman/ Executive Trustee and Governing Body or Management Trustees of "CADRT" include the venue, stenographic, transportation, lodging and boarding , Documentation and all other charges as applicable
- b) However, in exceptional cases the CADRT/ mediator/Conciliators may fix consolidated amount as fee of the **CADRT nominated** mediator/Conciliators.
- c) As referred to in rule 26(3) A Non-refundable fee i.e., \$500 by the parties has to be paid to "CADRT"

APPENDICES :

APPENDIX – A

CADRT MODEL MEDIATION/CONCILIATION CLAUSE TO RESOLVE DISPUTES BY MEDIATION / CONCILIATION

For Conciliation/Mediation to a contract who agree to resolve their contractual disputes in accordance with the "CADRT" Mediation and Conciliation Rules, 1996 and to have the "CADRT" as appointing authority and/or provide administrative services, may use the following clauses:

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated there with or derived there from, the parties agree to seek an amicable settlement of that dispute by Mediation /Conciliation under the "CADRT" Mediation and Conciliation Rules, 1996.

The "COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST –CADRT" is the authority to appoint the Mediators(s)/Conciliator(s) to Resolve the Disputes through Mediation /Conciliation

The "COUNCIL FOR ALTERNATE DISPUTE RESOLUTIONS TRUST –CADRT" will provide Administrative services in accordance with the "CADRT" Mediation and Conciliation Rules, 1996.

Note: Parties may consider to add the following:—

- (a) The number of Mediators(s)/Conciliator(s) shall be_____
- (b) The language of the Mediation /Conciliation proceedings shall be _____
- (c) Specific qualifications of the Mediators(s)/Conciliator(s) including (but not limited to) language, Nationality, technical qualifications and experience.
- (d) The place of Mediation /Conciliation proceedings shall be_____

APPENDIX – B

CADRT MEDIATION/CONCILIATION MODEL AGREEMENT

This agreement made on this _____ day of _____ Two thousand _____

Between _____

(Full description and address of the Party to be given) of the ONE PART and

(full description and address of the Party to be given) of the OTHER PART.

WHEREAS certain disputes have arisen and are subsisting between the aforesaid parties relating to _____ (details of dispute to be given).

AND WHEREAS the Parties agree to submit their dispute(s) in accordance with the CADRT Mediation and Conciliation Rules, 1996.

Now the parties hereby agree as follows:

1. The parties here by agree to submit their dispute (s) of claims to arbitration in accordance with the CADRT Mediation and Conciliation Rules, 1996.
2. The authority to appoint the Mediator(s) /conciliator(s) shall be by the “Council for Alternate Dispute Resolutions Trust”, and party referred Mediator(s) /conciliator(s) will also be considered as the case may be
- 3.The Conciliation shall be administered by the Council for Alternate Dispute Resolution Trust (CADRT) in accordance with the CADRT Mediation and Conciliation Rules, 1996.
4. The place of Mediation / Conciliation shall be _____

➤ In case the CADRT is not required to appoint conciliator(s)/ , omit this clause.

In Witness whereof, this Agreement has been signed this _____ day of _____ 200 _____ at _____ by _____

1. _____ for and on behalf of _____

2. _____ for and on behalf of _____

The parties may: a) provide for qualification(s) of the Mediator(s)/ Conciliators including, but not limited to, language, technical experience, nationality and legal experience.
b) Specify the language for the conduct of Mediation/ Conciliation