**WELCOME TO CGIAM**

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**Mediation is not just a process, but a commitment to resolving disputes with integrity and efficiency.**

**Embracing the spirit of Nayadhani, we proudly introduce the Chhattisgarh Alternative Dispute Resolution (ADR) Center – a pioneering initiative poised to redefine the landscape of conflict resolution in this vibrant city.**

**The CGIAM Mediation Rulebook**

At the Chhattisgarh Institute of Arbitration and Mediation (CGIAM), we are dedicated to providing an effective, impartial, and accessible platform for resolving disputes through mediation. As a leading institution in Central India, CGIAM is committed to promoting the values of collaboration, neutrality, and confidentiality, ensuring that all parties involved in a dispute can find a fair and peaceful resolution.

Our Mediation Rulebook is designed to guide participants through a structured and efficient process, reinforcing CGIAM’s role in transforming the landscape of alternative dispute resolution. By embracing the principles of voluntary engagement and mutual respect, we aim to foster a culture of resolution that minimizes conflict and maximizes understanding.

**CHAPTER I: GENERAL PROVISIONS**

**RULE 1: Definitions**

1. **Secretariat**: The administrative organ of the CGIAM, responsible for facilitating its functions.
2. **Institute** or **CGIAM**: The Chhattisgarh Institute of Arbitration and Mediation, is constituted to advance efficient mechanisms for dispute resolution.
3. **Request**: A formal application for mediation, accompanied by requisite supporting documentation.
4. **Presidentkee**: The President of CGIAM, is vested with administrative and supervisory responsibilities under these Rules.
5. **Schedule of Fees**: The prescribed fee structure promulgated by the President of CGIAM.

**RULE 2: Mediation Proceedings**

1. **Authorization for Mediation:** The Secretariat is authorized to administer mediations for disputes where both parties mutually agree, in writing, to submit the dispute to CGIAM for resolution.
2. **Scope of Reference:** The term "parties" refers to the individuals, entities, or organizations involved in the dispute, and any reference to a party's subdivisions or agencies requires their written consent, unless otherwise specified by the party.
3. **Applicable Regulations:** All mediations conducted under these Rules shall be governed by the CGIAM Mediation Administrative and Financial Regulations.

**RULE 3: Application of Rules**

1. **Governance of Mediation**: These Rules govern all mediations conducted under Rule 2.
2. **Modification by Agreement**: The parties may, through mutual agreement, modify any provisions of these Rules, save for Rules 1 through 7.
3. **Conflict with Legal Provisions**: In the event of a conflict between these Rules (or any agreed modifications) and any mandatory, non-derogable legal provisions, the latter shall prevail.
4. **Applicable Version of Rules**: The Rules effective on the date of the filing of the Request shall apply unless the parties agree otherwise.

**RULE 4: Party Representatives**

Each party may be represented or assisted by agents, legal counsel, advocates, or advisors (collectively referred to as "representative(s)"). The names of such representatives and evidence of their authority to act shall be promptly submitted to the President by the respective party.

**CHAPTER II: INSTITUTION OF MEDIATION**

**RULE 5: Institution of Mediation Based on Prior Agreement**

1. **Filing a Request**: Where the parties have executed a written agreement to mediate under these Rules, any party seeking to initiate mediation shall submit a formal Request to the President and pay the prescribed lodging fee, as detailed in the Schedule of Fees.
2. **Submitting Party**: The Request may be filed either by one or more parties individually or jointly by all parties involved.
3. **Content of the Request**: The Request must:
	1. Be submitted in English, Hindi, or another language approved by the Secretary-General.
	2. Identify all parties to the mediation and provide their contact information, including email, physical address, and phone number.
	3. Be signed and dated by the requesting party or their representative.
	4. Include proof of the representative’s authority to act.
	5. Be filed electronically unless the President authorizes another format.
	6. In the case of legal entities, confirm that necessary internal approvals have been secured, accompanied by relevant authorizations.
	7. Include any proposals or agreements regarding the appointment and qualifications of the mediator and the mediation process.
	8. Attach the parties' written agreement to mediate under these Rules.
4. **Translations**: Supporting documents in languages other than English, Hindi, or another approved language must include partial or complete translations as deemed sufficient by the Secretary-General.
5. **Acknowledgment and Transmission**: Upon receipt of the Request, the President shall:
	* Acknowledge receipt to the requesting party.
	* Transmit the Request to the other party after receiving the lodging fee.

**RULE 6: Institution of Mediation Absent Prior Agreement**

1. **Initiation Without Prior Agreement**: Where no prior agreement exists, any party may initiate mediation by submitting a Request to the Secretary-General, accompanied by the prescribed lodging fee.
2. **Content of the Request**: The Request must:
	1. Include an offer to mediate under these Rules.
	2. Request the President to invite the other party to accept the offer to mediate.
3. **Acknowledgment and Invitation**: Upon receipt, the President shall:
	1. Acknowledge receipt to the requesting party.
	2. Transmit the Request to the other party and invite them to respond within 60 days (or any mutually agreed period).
4. **Acceptance of Offer**: If the offer is accepted, the President shall:
	1. Acknowledge receipt of the acceptance.
	2. Notify the requesting party.
5. **Rejection or Non-Response**: If the offer is rejected or no response is received within the stipulated period, the President shall:
6. Acknowledge any communication from the other party.
7. Notify the requesting party of the rejection or non-response.
8. Inform both parties that no further action will be taken.

**RULE 7: Registration of the Request**

1. **Registration Criteria**: The President shall register the Request upon receipt of:
	1. The prescribed lodging fee; and
	2. A Request meeting the requirements of Rule 5 or Rule 6.
2. **Notification of Registration or Refusal**: The President shall notify the parties of either:
	1. The registration of the Request, specifying the date of registration; or
	2. The refusal to register, stating the reasons for such refusal.
3. **Contents of Registration Notice**: The notice of registration shall:
	1. Confirm the registration and date thereof.
	2. Specify that all subsequent correspondence shall be sent to the address listed in the notice unless updated contact details are provided.
	3. Urge the parties to proceed with the appointment of the mediator expeditiously.

**CHAPTER III: GENERAL PROCEDURAL PROVISIONS**

**Rule 8: Calculation of Time Limits**

1. Time limits stipulated in these Rules shall be calculated from the day immediately following the procedural act that initiates the period, as per the local time at the headquarters of CGIAM.
2. If the deadline falls on a Saturday, Sunday, or public holiday, the time limit shall be extended to the next business day.

**Rule 9: Allocation of Costs**

1. Unless the parties agree otherwise, the costs of mediation shall be allocated as follows:
a. The parties shall share the mediator's fees, administrative charges, and direct costs incurred by CGIAM.
b. Each party shall bear its own costs incurred in connection with the mediation proceedings.

**Rule 10: Confidentiality of Mediation**

1. All information and documents related to the mediation process shall remain confidential, except in the following circumstances:

a. The parties mutually consent to disclosure.
b. The information or documents are publicly or independently available.
c. Disclosure is mandated by applicable law.

1. The participation or existence of the mediation process shall also remain confidential unless the parties agree otherwise.

**Rule 11: Use of Mediation Communications in Other Proceedings**

1. No party shall use, rely upon, or introduce in subsequent proceedings:
a. Any positions taken, admissions made, or settlement offers proposed by the other party.
b. Opinions or suggestions made by the mediator.
2. This restriction may only be waived if the parties provide mutual consent.

**CHAPTER IV: THE MEDIATOR**

**Rule 12: Impartiality and Qualifications of the Mediator**

1. The mediator shall remain impartial and independent throughout the mediation process.
2. The parties may agree on specific qualifications, expertise, or attributes that the mediator should possess, based on the nature of the dispute.

**Rule 13: Appointment of Mediator(s)**

1. The mediation shall be conducted by one mediator or two co-mediators, as agreed by the parties. References to "mediator" in these Rules shall include co-mediators, where applicable.
2. If the parties fail to agree on the number of mediators within 30 days of registration, the mediation shall proceed with a single mediator.
3. The parties may request the Secretary-General's assistance in the appointment of a mediator at any time.
4. In the event the parties are unable to appoint a mediator within 60 days of registration, either party may request the President to appoint a mediator after consulting with the parties on qualifications, expertise, and availability.
5. If no mediator is appointed within 120 days of registration or within an agreed-upon extension, the President shall notify the parties of the termination of mediation proceedings.

**Rule 14: Appointment and Obligations of the Mediator**

1. The parties shall inform the President of the mediator's appointment, providing the mediator's name and contact details.
2. Upon notification, the President shall seek formal acceptance from the appointed mediator.
3. Within 20 days of notification, the mediator shall:
a. Accept the appointment in writing.
b. Submit a signed declaration confirming independence, impartiality, availability, and adherence to confidentiality obligations.
4. The President shall notify the parties upon receipt of the mediator's acceptance and share the signed declaration.
5. Should the mediator fail to accept the appointment or provide the signed declaration within the stipulated period, the appointment shall be void, and a replacement mediator shall be appointed following the original method.
6. The mediator has a continuing obligation to disclose any circumstances affecting their impartiality or independence throughout the proceedings.
7. Absent explicit consent by the parties, the mediator shall not serve as an arbitrator, conciliator, counsel, expert, judge, witness, or in any other capacity in subsequent proceedings related to the dispute.

**Rule 15: Transmission of Case File**

1. Upon the mediator's acceptance, the President shall transmit the case file, which includes the Request, supporting documents, communications, and the notice of registration, to the mediator.
2. The President shall also notify the parties of the case file's transmission to the mediator.

**Rule 16: Resignation and Replacement of Mediator**

1. A mediator may resign at any time by submitting written notice to the President and the parties.
2. The mediator must resign if:
a. Both parties jointly request the resignation.
b. The mediator becomes incapacitated or otherwise unable to perform their duties.
3. Upon the resignation of a mediator, the following procedure shall apply:
a. A replacement mediator shall be appointed using the original method of appointment.
b. If no replacement is appointed within 45 days of the vacancy, the President shall appoint a new mediator.
c. In the case of co-mediators, if the parties agree within 45 days to proceed with the remaining co-mediator as the sole mediator, no new mediator shall be appointed.

**CHAPTER V: CONDUCT OF MEDIATION**

**Rule 17: Role and Conduct of the Mediator**

1. The mediator's primary function is to facilitate discussions between the parties with the aim of achieving a mutually acceptable resolution of the disputed issues. The mediator shall not possess any authority to impose a resolution upon the parties.
2. The mediator shall act in good faith, ensuring that the proceedings are conducted in an efficient, expeditious, and cost-effective manner.
3. Equal treatment of the parties is a fundamental obligation of the mediator, who shall provide each party with a fair and adequate opportunity to participate in the process.
4. The mediator may communicate with the parties jointly or separately, whether in person, in writing, or through other suitable means. Any information shared by one party with the mediator shall remain confidential unless express authorization for disclosure is provided by the disclosing party.

**Rule 18: Cooperation of the Parties**

1. The parties are obligated to cooperate with the mediator and with each other in good faith to ensure that the mediation proceeds in an efficient, expeditious, and cost-effective manner.

**Rule 19: Initial Written Statements**

1. Each party shall submit an initial written statement to the Secretary-General, identifying:
	1. The issues in dispute.
	2. The party’s perspective on those issues.
	3. Proposals regarding procedural aspects of the mediation.

These statements must be submitted within 15 days of the transmission of the Request under Rule 15, or within an alternative timeframe determined by the mediator in consultation with the parties.

1. Upon receipt, the President shall transmit the initial written statements to both the mediator and the opposing party.

**Rule 20: First Mediation Session**

1. The first session of mediation shall take place within 30 days following the transmittal of the Request under Rule 15, unless the parties agree otherwise.
2. The mediator shall consult with the parties to determine the agenda, methodology, and timing of the first session. Before the session, the mediator may hold preliminary discussions or meetings with the parties, either jointly or separately.
3. During the first session, the mediator shall establish a **Protocol for Mediation**, addressing the following procedural matters:
a. The language(s) to be used in the proceedings.
b. Methods of communication.
c. The venue for meetings, including whether they will be held in person or remotely.
d. Steps to be undertaken in the mediation process.
e. The treatment of documents and information exchanged during the mediation.
f. Participation of additional individuals or entities in the mediation, if required.
g. Agreements between the parties, including:
i. Confidentiality of communications shared with the mediator under Rule 17(4).
ii. A commitment not to initiate or continue parallel proceedings concerning the same issues.
iii. Extensions or suspensions of limitation or prescription periods.
iv. The handling of any resulting settlement agreements.
h. Allocation of advances and costs in accordance with the CGIAM Mediation Administrative and Financial Regulations.
i. Any other pertinent procedural or administrative considerations.
4. During or shortly after the first session, each party shall:
a. Designate an individual or entity authorized to negotiate and conclude settlements on its behalf.
b. Outline the framework for finalizing and implementing any settlement agreements reached.

**Rule 21: Conduct of the Mediation**

1. The mediation shall be conducted in accordance with the Protocol established under Rule 20, taking into account the issues raised by the parties and their expressed preferences.
2. The mediator may request additional written submissions or information from the parties as deemed necessary.
3. Expert opinions may be sought by the mediator, subject to the prior agreement of the parties.
4. With the explicit consent of all parties, the mediator may provide oral or written recommendations for the resolution of the issues under mediation.

**Rule 22: Termination of Mediation**

1. The mediation proceedings shall terminate under any of the following circumstances:

a. Notification by the parties of a mutually agreed settlement.
b. Joint notification by the parties indicating their decision to discontinue the mediation process.
c. Withdrawal from the mediation by any party, unless the remaining parties agree to proceed.
d. A determination by the mediator that there is no reasonable prospect of resolving the dispute through mediation.

1. A **Notice of Termination** shall be prepared, which shall:
	1. Summarize the procedural steps undertaken during the mediation.
	2. Document any agreements reached under Rule 11.
	3. Specify the grounds for termination.
2. The termination notice shall be dated and signed by either the mediator or the Secretary-General, as appropriate.
3. The President shall distribute certified copies of the termination notice to all parties and archive an official copy within the Centre’s records. Additional certified copies may be issued upon the request of a party.

**MEDIATION ADMINISTRATIVE AND FINANCIAL REGULATIONS**

**CHAPTER I: GENERAL PROVISIONS**

**Regulation 1: Application of Regulations**

1. These Regulations govern mediations administered by the Secretariat of the Chhattisgarh Institute of Arbitration and Mediation (CGIAM) under the applicable procedural guidelines of the CGIAM Mediation Rules.
2. The version of the Regulations in effect at the time of submitting the Request for Mediation shall apply to the mediation process.

**CHAPTER II: SECRETARIAT FUNCTIONS**

**Regulation 2: Secretary**

1. The President of CGIAM shall designate a Secretary for each mediation proceeding, who shall:
(a) Act as the representative of the President and perform any delegated functions under these Regulations and the CGIAM Mediation Rules; and
(b) Provide support to the parties and the mediator, ensuring the mediation is conducted efficiently, expeditiously, and cost-effectively.

**Regulation 3: Registers**

The President shall maintain a confidential Register for each mediation, recording all relevant details regarding the initiation, progress, and resolution of the mediation. Disclosure of this information to the public is prohibited unless consented to by all parties involved.

**Regulation 4: Depositary Functions**

1. The President shall archive and permanently retain the following documents:
(a) All Requests for Mediation and related communications;
(b) All documents concerning the appointment of the mediator;
(c) The mediation protocol issued under CGIAM Mediation Rules; and
(d) Notices issued as per the relevant Mediation Rules.
2. Upon payment of applicable fees and with the parties' consent, certified copies of the archived documents may be provided to the parties.

**CHAPTER III: FINANCIAL PROVISIONS**

**Regulation 5: Certificates of Official Travel**

The President may issue official travel certificates to mediators, Secretariat members, parties, representatives, advisors, witnesses, or experts involved in the mediation, certifying that their travel relates to the mediation conducted under CGIAM rules.

**Regulation 6: Fees, Allowances, and Charges**

1. The mediator is entitled to:
(a) A fee for each hour worked;
(b) Reimbursement of reasonable expenses solely incurred for the mediation; and
(c) Reimbursement for travel-related expenses, including:
(i) Ground transportation;
(ii) Airfare and related travel costs; and
(iii) A per diem allowance for days spent away from the mediator’s residence.
2. The President will establish and publish applicable fees, allowances, and charges.
3. Requests for higher fees must be justified in writing to the President before the mediator's appointment.

**Regulation 7: Payments to the Institute**

1. Parties shall make payments as follows:
(a) An initial payment upon submitting the Request for Mediation;
(b) Further payments after the mediator's appointment to cover projected costs for subsequent phases; and
(c) Supplementary payments, if required.
2. Payments shall generally be shared equally unless agreed otherwise.
3. Detailed statements of the case account will be provided with each payment request or upon request.

**Regulation 8: Consequences of Default in Payment**

1. Payments are due on the date specified in the Secretary-General’s request.
2. In case of non-payment:
(a) The President may notify both parties of the default and provide an opportunity to pay.
(b) Mediation may be suspended after 15 days of non-payment.
(c) If suspension extends beyond 90 days, the mediation may be terminated, with notice to all parties.

**Regulation 9: Special Services**

1. CGIAM may provide special services upon request, contingent on advance payment of estimated costs.
2. Fees for special services will follow a published schedule by the Secretary-General.

**Regulation 10: Fee for Lodging Requests**

A non-refundable lodging fee must be paid by the party (or parties, in the case of a joint request) initiating mediation, as determined and published by the Secretary-General.

**CHAPTER IV: ADMINISTRATION AND LIABILITY**

**Regulation 11: Administration of Mediations**

The CGIAM Secretariat is the sole authority for administering mediations under the CGIAM Mediation Rules.

**Regulation 12: Prohibition of Testimony and Limitation of Liability**

1. Mediators shall not testify in any proceedings related to the mediation, except where mandated by law or agreed in writing by all parties.
2. Mediators shall not be liable for acts or omissions connected to their duties, except in cases of fraud or intentional misconduct.

**ANNEX: MEDIATOR DECLARATION**

**Case Name and Number:**
**Mediator Name:**
**Mediator Nationality(ies):**

**Declaration:**

1. I accept my appointment and confirm no conflicts of interest exist.
2. I affirm impartiality and independence in line with the applicable rules.
3. I will not accept compensation beyond that provided under CGIAM rules.
4. I will disclose any potential conflicts or relationships with parties, their representatives, or other mediators.
5. I commit to confidentiality, impartiality, and adherence to CGIAM regulations.

**Signature**:
**Date:**

**CGIAM Mediation Fee Structure**

1. **Mediator Fees:**
	* **Professionals (e.g., Lawyers, Industry Experts, Consultants):**
		+ ₹5,000 per hour or session.
	* **Retired Judges:**
		+ ₹10,000 per hour or session.
2. **Total Fee Limit for One Case:**
	* The total fee for any given mediation case shall **not exceed ₹2,00,000** for the entire duration of the proceedings, regardless of the number of sessions or mediators involved.
3. **Additional Costs:**
	* **Administrative Fees:** Applicable as per CGIAM’s fee schedule, which will be communicated to the parties prior to the mediation.
	* **Travel and Reimbursement:** Mediators are entitled to reimbursement for reasonable travel expenses as required for in-person sessions, including:
		+ Airfare (Economy Class)
		+ Ground transportation (taxi, local transport)
		+ Per diem for meals and accommodation (if applicable), based on the Institute's standard rates.
4. **Payment Terms:**
	* **Initial Payment:** Parties involved are required to make an advance payment upon initiating the mediation, which will be adjusted against the total cost of mediation.
	* **Ongoing Payments:** Additional payments will be requested in phases, based on the progress of the mediation and any supplementary services required (e.g., travel, expert consultations).
5. **Fee Payment Default:**
	* As per Regulation 8, failure to make the required payments within 30 days will result in suspension of the mediation process until the balance is settled.