

**THE INTERNATIONAL CENTRE FOR
ALTERNATIVE DISPUTE RESOLUTION
(ICADR)**

BROCHURE



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WHY ADR?

The justice dispensation system is facing challenge of delay in the disposal of cases in courts. However hard the Judges may strive, still the delays in reaching a finality in dispute resolution have become inevitable. The litigating public are compelled to live with these delays and this is leading to frustration, loss of faith amongst the disputants and eventually to emergence of unethical, unsocial practices in society. Be it at the lowest level in the hierarchy of courts or the High Courts or the Tribunals which are specially constituted under various enactments to deliver definitive judgments much faster in a summary way, all have fallen prey to these procedural delays. There is dissatisfaction all around. If we seek reasons for these delays, we end up blaming one or the other of the role players in the justice dispensation system, but on a deeper analysis it is the collective responsibility of all concerned who are contributing towards the delays in getting justice.

In a Conference held in New Delhi on 4th December, 1993 under the Chairmanship of the then Prime Minister of India and presided over by the Chief Justice of India, the following Resolution was adopted :-

‘The Chief Ministers and Chief Justices were of the opinion that Courts were not in a position to bear the entire burden of justice system and that a number of disputes lent themselves to resolution by alternative modes such as arbitration, mediation and negotiation. They emphasised the desirability of disputants taking advantage of alternative dispute resolution which provided procedural flexibility, saved valuable time and money and avoided the stress of a conventional trial’.

The problem of delay in justice and backlog of cases has come up for consideration in the successive Conferences of the Chief Ministers and the Chief Justices of High Courts. The then Chief Justice of India, Hon’ble Mr. Justice R.C. Lahoti, during the course of his address at the Conference held on 18th September, 2004 observed that:-

‘The philosophy of Alternate Dispute Resolution systems is well-stated by Abraham Lincoln: “discourage litigation,

persuade your neighbours to compromise whenever you can. Point out to them how the normal winner is often a loser in fees, expense, cost and time.” Litigation does not always lead to a satisfactory result. It is expensive in terms of time and money. A case won or lost in court of law does not change the mindset of the litigants who continue to be adversaries and go on fighting in appeals after appeals. Alternate Dispute Resolution systems enable the change in mental approach of the parties’.

In a Conference on ADR – Conciliation and Mediation organised by the ICADR in Mumbai on 20th November, 2004, the then Chief Justice of India Hon’ble Mr. Justice R.C. Lahoti, in his inaugural address observed that:-

“Experience the world over tells us that adversarial litigation is not the only means of resolving disputes. What Gandhiji wrote over a hundred years ago still rings true. He said, “I had learnt the true practice of law. I had learnt to find out the better side of human nature and to enter men’s hearts. I realized that the true function of a lawyer was to unite parties riven asunder. The lesson was so indelibly burnt into me that a large part of my time during the twenty years of my practice as a lawyer was occupied in bringing about private compromises of hundreds of cases. I lost nothing thereby – not even money, certainly not my soul.”

Congestion in courts, lack of adequate manpower and resources and the consequent delay, cost, rigidity of procedure and lack of participatory roles, also spawns the need to look at better options, approaches and avenues. Alternative dispute resolution methodologies with a positive framework point to one such option.

The globalisation of economy and the complexities of modern commercial transactions demand speedy and effective mechanism for resolving domestic as well as international disputes in the interest of smooth flow of trade and commerce and consequently the progress of peace and prosperity in society. The thought prevailing around the world is for the development of alternative dispute resolution systems, also called as non-judicial ways of dispute resolution such as arbitration, mediation, conciliation, negotiation and so on”.

At the time of inauguration of the International Conferences on “Alternative Dispute Resolution” held on 10th February, 2007, 29th March, 2008, 14th February, 2009, 12th December, 2009, 8th January, 2011, 21st January, 2012, 19th January, 2013, 7th December, 2013, 22nd November, 2014, 28th November, 2015 and 6th December, 2015, Mr. Justice K.G. Balakrishnan, the then Chief Justice of India, Hon’ble Dr. M. Veerappa Moily, the then Union Minister for Law and Justice, Hon’ble Mr. Justice Dalveer Bhandari, the then Judge, Supreme Court of India, Hon’ble Mr. Justice S.S. Nijjar, the then Judge, Supreme Court of India, Hon’ble Mr. Justice H.L. Dattu, the then Chief Justice of India, Hon’ble Mr. Justice Madan B. Lokur, Judge, Supreme Court of India and Hon’ble Mr. Justice A.K. Sikri, Judge, Supreme Court of India, echoed the above mentioned sentiments and stressed upon the need for adoption of ADR modes for settlement of commercial and other disputes. They mentioned that Mediation and Arbitration play a pivotal role in ensuring speedy disposal of such disputes in a convenient manner, while ensuring that the Rule of Law is preserved.

ESTABLISHMENT OF ICADR

In view of the above mentioned background and at the initiative of some of the leading legal luminaries, the International Centre for Alternative Dispute Resolution (ICADR) was established and registered as a Society under the Societies Registration Act, 1860 for the promotion and development of ADR facilities and techniques to facilitate early resolution of disputes and to lessening the burden of arrears in Courts. It is an autonomous organisation with its Headquarters at New Delhi and Regional Centres at Hyderabad and Bengaluru. It was inaugurated by the then Prime Minister of India at New Delhi on October 6, 1995. The Chief Justice of India is its Chairperson. Dr. H.R. Bhardwaj, former Governor of Karnataka and Founder Chairperson, ICADR is now its Patron.

BUILDING OF ICADR

The ICADR has constructed its own building at New Delhi with excellent facilities for conducting arbitration, mediation/conciliation, etc. The new building of ICADR is well equipped to

provide the facilities of International standard for conducting arbitration, mediation/conciliation.

OBJECTIVES

The objectives of the ICADR are as follows:

1. to promote studies in the field of alternative dispute resolution (ADR) and allied matters and to promote reform in the system of settlement of disputes.
2. to undertake teaching and to provide for diffusion of knowledge of law and procedures on ADR and related matters and to award diplomas, certificates and other academic or professional distinction;
3. to impart training in ADR and related matters to those who are handling arbitration, conciliation and mediation;
4. to promote research and documentation in the field of ADR and publish books, periodicals, reports and other literature covering ADR;
5. to organize conferences, seminars and study groups on issues concerning ADR;
6. to provide facilities and administrative and other support services for holding conciliation, mediation, mini-trial and arbitration proceedings;
7. to maintain panels of appropriate persons competent and qualified to serve as arbitrators, conciliators and mediators, or willing to serve in any other specialist capacity such as experts, surveyors and investigators;
8. to cooperate with other societies, institutions and organizations, national or international, in the pursuit of all or any of the above objectives;
9. to constitute Regional Centres at convenient places in India and abroad to promote the activities of the Society;
10. to draw up and prescribe rules of the Society for different modes of ADR.

INFRASTRUCTURE FOR HEARING CASES

The Administrative Block building has three Rooms for hearing Arbitration/Mediation cases, waiting lounge for Arbitrators/Mediators, facilities for Secretarial Assistance, Xerox and Fax etc. The rooms are well equipped with modern display systems, document display camera, video conferencing, wi-fi facilities and latest Public Address system to make the hearings easy and convenient and are available for hearing at nominal charges.

Block C-D building will consist of an Auditorium having approximately 180 seats designed on the pattern of Vigyan Bhawan, a Convention Centre, two arbitration rooms with 2 consultation rooms, two mediation rooms with 4 break-away rooms for separate meetings with both the parties, 2 Video conferencing rooms and 3 waiting lounges.

Thus ICADR has a decent infrastructure having latest facilities for holding hearings not only in domestic arbitration and mediation cases but also in international commercial arbitration and mediation cases under one roof

LIBRARY

Books are essential tools of the lawyers, judges and arbitrators. The ICADR has well equipped library containing books of Indian and foreign authors, number of periodicals and journals etc. In addition to this ICADR also has subscribed to comprehensive Online Legal Database. One can view full text of judgments of Supreme Court and High Courts, Federal Court, Privy Council, Tribunals and Commissions like Customs, Excise and Service Tax Appellate Tribunal (CESTAT), Securities and Exchange Board of India (SEBI)/SAT, Income Tax Appellate Tribunal (ITAT) etc. One can also view Central Bare Acts/Rules, Bills and Ordinances in Parliament, Circulars and Notifications of different Ministries, etc.

REGIONAL CENTRES

One of the main objectives of the ICADR is the dissemination of knowledge of the Alternative Dispute Resolution (ADR) system and with this end in view, it was considered necessary to establish Regional Centres of ICADR in State Capitals. The ICADR has since established two Regional Centres, namely, at Hyderabad in Andhra Pradesh and Bengaluru in Karnataka, with the financial and other assistance of the concerned State Governments.

PANEL OF ARBITRATORS, CONCILIATORS/MEDIATORS

ICADR maintains a panel of Arbitrators and Conciliators/ Mediators which include Former Supreme Court Judges, Former High Court Judges, Foreign Arbitrators, Former Vice-Chairpersons and Members of various quasi-judicial Tribunals, Senior Advocates, Engineers, Chartered Accountant, Senior Law Officers of Government of India, and Public Sector Undertakings, etc.

INTERNATIONAL COMMERCIAL ARBITRATION

In addition to Domestic Commercial Arbitration/Conciliation cases, the ICADR is also conducting International Commercial Arbitration cases. The following International Commercial Arbitration cases have so far been referred to ICADR:-

- M/s. HRD Corporation, Marcus Oil Chemical Division, U.S.A Vs. GAIL Ltd.
- M/s. Motorola INC, USA, Motorola India Pvt. Limited Vs. MTNL
- M/s. Fujitsu India Pvt. Ltd, M/s. Fujitsu Limited (Japan) Vs MTNL

MEMBERSHIP

There are four types of subscribing members, namely:

- (i) Corporate Members for Rs. 1 Lakh (one-time)
- (ii) Associate Members for Rs. 10,000/- (Annual)
- (iii) Life Members for Rs. 10,000/- (one-time)
- (iv) Annual Members for Rs. 1,000/-

All applicants other than individuals may be the Corporate Members or Associate Members (Annual). Individual Members are Life Members or Annual Members. Application Forms for Membership are given at the end of this Brochure.

AGREEMENTS

The ICADR has Cooperation Agreements with the following Foreign Organisations:

- (A) The Arbitration and Mediation Centre of the World Intellectual Property Organisation of Geneva.
- (B) The Thai Arbitration Institute Bangkok.
- (C) The Korean Commercial Arbitration Board, Seoul, (Korea).
- (D) The Chartered Institute of Arbitrators, London.
- (E) The Association of Arbitration Courts of Uzbekistan and
- (F) The Australian Centre for International Commercial Arbitration (ACICA).

The said Agreements cover three areas, namely, mutual exchange of information, mutual assistance in the conduct of proceedings and mutual assistance in organising training and other activities.

International Centre for Alternative Dispute Resolution (ICADR) has also entered into a Memorandum of Co-operation (MOC) with the following organisations :-

- (1) International Council of Consultants (ICC) and Construction Industry Development Council (CIDC) to jointly work in

collaboration with Singapore International Arbitration Centre towards strengthening the ADR movement.

- (2) India CIS Chamber of Commerce and Industry, New Delhi mainly to popularize arbitration and mediation as means of settling disputes arising out of international and domestic commercial transactions.

International Centre for Alternative Dispute Resolution (ICADR) has also entered into a Memorandum of Understanding (MOU) with the following organisations :-

- (1) NALSAR University of Law, Hyderabad, to jointly conduct P. G. Diploma Courses in Alternative Dispute Resolution, Family Dispute Resolution, both on regular basis and through proximate education and for conducting Training Programmes in Arbitration.
- (2) National Law University, Delhi to jointly conduct P. G. Diploma Courses in Alternative Dispute Resolution, Family Dispute Resolution, both on regular basis and through proximate education and for conducting Training Programmes in Arbitration and Mediation.
- (3) Damodaram Sanjivayya National Law University (DSNLU), Visakhapatnam. Under this MOU, DSNLU will be conducting P.G. Diploma in ADR (Regular Course) at Vishakapatnam in collaboration with ICADR.
- (4) Alternative Dispute Resolution Centre, Kochi, Kerala for promoting ADR in Kerala and jointly organising training Programmes/Seminars/Conferences on Mediation and Arbitration and also undertaking Research Studies in the field of ADR.
- (5) Jindal Global Law School, O.P. Jindal Global University, Sonapat, Haryana, India to jointly promote the learning and teaching of ADR methods and research therein by developing new Courses and organising various Workshops, Seminars, Conferences, Training Programmes etc. in the field of ADR.

AREAS IN WHICH ADR WORKS

Almost all disputes – commercial, civil, labour and family disputes- in respect of which the parties are entitled to conclude a settlement,

can be settled by ADR procedures. ADR techniques have been proven to work in the business environment, especially in respect of disputes involving joint ventures, construction projects, partnership differences, intellectual property rights, personal injury, product liability, professional liability, real estate, securities, contract interpretation and performance and insurance coverage.

ICADR SERVICES

The services rendered by ICADR include:

- Facilities for conducting hearings in arbitration, conciliation/mediation, mini-trial, Con/Med-arbitration cases;
- model contract clauses to arrive at better solution to business disputes through arbitration, conciliation/mediation, etc;
- guidelines for ADR processes;
- training for arbitrators, conciliators and mediators to professionals and industry advisers;
- contact with other ADR organizations in India and abroad;
- fixed fee packages for disputes

DISPUTE RESOLUTION PROCEDURES OFFERED

The several dispute-resolution procedures administered by the ICADR are :-

1. **Arbitration:** A procedure in which the dispute is submitted to an arbitral tribunal which makes a decision (an “award”) on the dispute that is binding on the parties, unless challenged.
2. **Fast-track Arbitration:** A form of arbitration in which the arbitration award is rendered in a particularly short time and at reduced cost. To facilitate the resolution of Arbitration and Fast-Track Arbitration disputes, ICADR has framed the ICADR Arbitration Rules, 1996 (including provisions for Fast Track Arbitration).

3. **Mini-trial:** A non-binding procedure in which the disputant parties are presented with summaries of their cases to enable them to assess the strength, weaknesses and prospects of the case and then an opportunity to negotiate a settlement with the assistance of a neutral adviser. For this purpose ICADR has framed the ICADR Mini-trial Rules, 1996.
4. **Conciliation/Mediation:** A non-binding procedure in which an impartial third party, the conciliator/mediator, assists the parties to a dispute in reaching a mutually satisfactory agreed settlement of the dispute. To facilitate the resolution of Conciliation/Mediation disputes, ICADR has framed the ICADR Conciliation Rules, 1996, which are also adapted and made applicable to Mediation Cases.
5. **Con/Med-Arb:** A procedure which combines, sequential, conciliation/ mediation and where the dispute is not settled through conciliation/mediation within a period of time agreed in advance by the parties, arbitration.

Copies of the Arbitration and Conciliation Act, 1996 and the Rules referred to above are available from ICADR's office on request.

HOW TO REFER DISPUTES TO ICADR

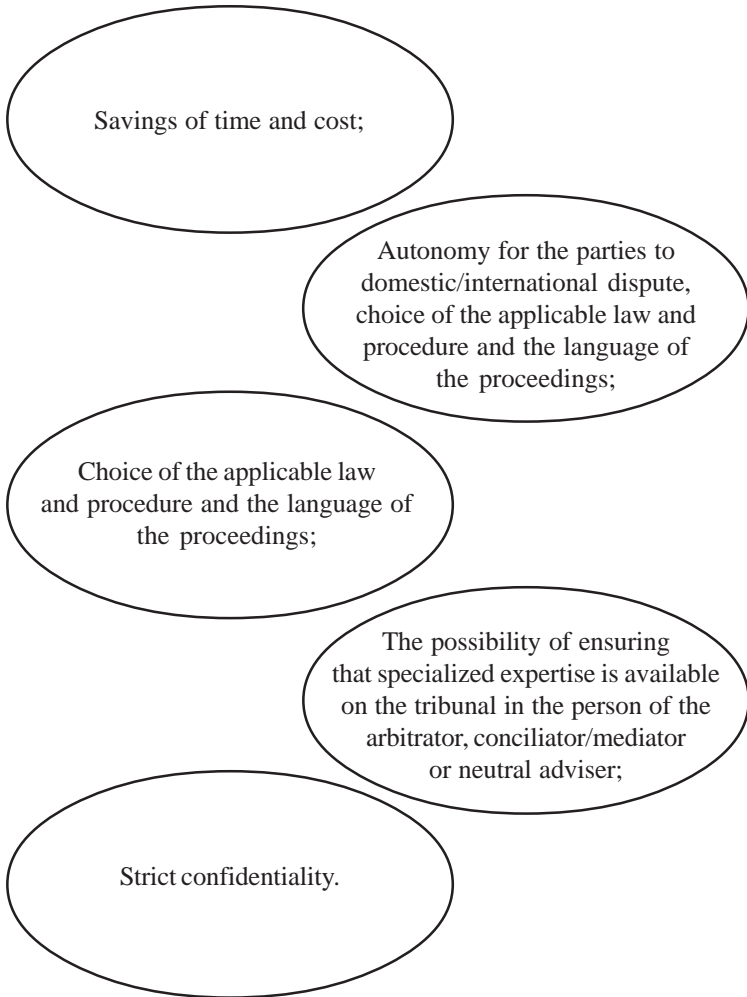
Disputes can be referred to the ICADR through a procedure administered by the ICADR in two ways:

- by a clause in a contract providing for the reference of all future disputes under that contract, or
- by a separate agreement providing for the reference of an existing dispute.

Model Arbitration/Conciliation/Mediation Clauses and Model Arbitration/Conciliation/Mediation Agreement are annexed as Appendix A.

ADVANTAGES OF ADR

The dispute-resolution procedure administered by the ICADR offer, among other things.



ICADR FEE STRUCTURE

Fees are payable to the ICADR in respect of each procedure and to the Arbitrator/Conciliator/ Mediator/Neutral adviser/Expert in accordance with the fee structure specified in relevant Rules of ICADR.

Faculty for Training Mediators Consisting of Master Trainer's (Mediators) trained by Centre for Effective Dispute Resolution (CEDR), U.K.

- Mr. Amitabh Rawat
- Mr. Justice Ishwar Prakash Vasishth (Retd)
- Mr. M.S. Oberoi
- Ms. Mandira Mitra
- Ms. Justice Manju Goel (Retd)
- Mr. Manpreet Singh Doabia
- Prof. Lakshmi Jambholkar
- Mr. Praveen Agarwal
- Mr. Rajendra S. Rathore
- Ms. Vijayata Mann Bhalla
- Mrs. Lakshmi Swaminathan
- Mr. Deepak Jindal
- Mr. C. J. Gupta

APPENDIX – A
A. MODEL ARBITRATION CLAUSE
FOR ARBITRATION OF CONTRACTUAL
DISPUTES

Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Arbitration Rules, 1996 and to have the ICADR act as appointing authority and/or provide administrative services, may use the following clause;

If a dispute arises out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.

The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.

The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.

Note: Parties may consider adding the following

- (a) The number of arbitrator(s) shall be _____
- (b) The language of the arbitration proceedings shall be _____
- (c) Specific qualifications of the arbitrator(s) including (but not limited to) language, nationality, technical qualifications and experience.
- (d) The place of arbitration proceedings shall be _____

APPENDIX – A
B. MODEL CONCILIATION/MEDIATION
CLAUSE FOR CONCILIATION/MEDIATION
OF CONTRACTUAL DISPUTES

Parties to a contract who agree to resolve their contractual disputes in accordance with the ICADR Conciliation Rules, 1996 and to have the ICADR Act as appointing authority and/or provide administrative services, may consider using the following clauses;

If a dispute arises out of or in Connection with the contract, or in respect of any defined legal relationship associated therewith or derived therefrom, the parties agree to seek an amicable settlement of that dispute by Conciliation/Mediation under the ICADR Conciliation Rules, 1996.

The authority to appoint the Conciliator(s)/Mediators(s) shall be the International Centre for Alternative Dispute Resolution.

The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Conciliation Rules, 1996.

Note: Parties may consider adding the following:

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

APPENDIX - A
C. MODEL ARBITRATION AGREEMENT

This agreement made this _____ day of _____
_____ two thousands _____
_____ 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 and differences have arisen and are
subsisting between the aforesaid parties relating to

(details of contract to be given).

AND WHEREAS the Parties agree to submit their dispute(s) in
accordance with the ICADR Arbitration Rules, 1996.

Now the parties hereby agree as follows:

1. The parties agree to submit their dispute(s) to arbitration in
accordance with the ICADR Arbitration Rules, 1996.
2. The authority to appoint the arbitrator or the arbitrators, as the
case may be, shall be the International Centre for Alternative
Dispute Resolution.*
3. The arbitration shall be administered by the International Centre
for Alternative Dispute Resolution (ICADR) in accordance with
the ICADR Arbitration Rules, 1996.
4. The place of arbitration shall be _____

* In case the ICADR is not required to appoint arbitrator(s), omit
this clause.

In Witness Whereof, this Agreement has been signed this ____ day
of _____ 20____ at _____ by _____

1. _____ for and on behalf of _____
2. _____ for and on behalf of _____

Note: The parties may:-

- (a) Provide for qualification(s) of the arbitrator(s) including, but not
limited to, language, technical experience, nationality and legal
experience;
- (b) Specify the language for the conduct of arbitration.

APPENDIX – A
D. MODEL CONCILIATION/MEDIATION
AGREEMENT

This agreement made 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 and differences have arisen and are subsisting between the aforesaid parties relating to _____ (details of contract to be given).

AND WHEREAS the Parties agree to submit their dispute(s) for an amicable settlement in accordance with the ICADR Conciliation Rules, 1996.

Now the parties hereby agree as follows:

1. The Parties agree to resolve their dispute(s) by Conciliation/Mediation in accordance with the ICADR Conciliation Rules, 1996.
2. The authority to appoint the Conciliator/Mediator or the Conciliators/Mediators, as the case may be, shall be the International Centre for Alternative Dispute Resolution.*
3. The Conciliation/Meditation shall be administered by the International Centre for Alternative Dispute Resolution (ICADR) in accordance with the ICADR Conciliation Rules, 1996.
4. The place of Conciliation/Mediation shall be _____

* **In case the ICADR is not required to appoint Conciliator(s)/ Mediator(s), omit this clause.**

In Witness Whereof, this Agreement has been signed this _____ day of _____ 20____ at _____ by _____

1. _____ for and on behalf of _____

2. _____ for and on behalf of _____

Note: The parties may :-

- (a) Provide for qualification(s) of the conciliator(s)/Mediator(s) including, but not limited to language, technical experience, nationality and legal experience;
- (b) Specify the language for the conduct of conciliation/Mediation.



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Karnataka Judicial Academy,
Crescent House,
Crescent Road,
Bengaluru – 560 001
Tel. No. : 080 - 22352663
Fax No.: 080 - 22352663
E-mail :icadr_bangalore@rediffmail.com



Application For Membership (Individual)

I wish to join the ICADR as Life/Annual Member. My particulars are as follows:

- 1) Name (In Block Letters)
- 2) Father's Name (In Block Letters)
- 3) Nationality 4) Date of Birth
- 5) Academic Qualifications
- 6) Office AddressPin.....
Telephone No. Fax No. E-mail
- 7) Residence AddressPin.....
Telephone No. Fax No. E-mail
- 8) I would like to receive my mail on Office/Residence address
- 9) Professional Experience
- 10) Experience of ADR
- 11) Publications if any
- 12) Any other information the applicant wishes to give

I agree to abide by the Rules & Regulations of the ICADR. I enclose a draft/cheque No. for Rs. being the membership fee.

Place:

(Signature of the Applicant)

Date:

Recommended by :

Signature
(Member, Governing Council)

(If the space provided is insufficient, please attach additional sheet)

1. Extract of Rule 3 of the Rules and Regulations of the ICADR. "There shall be the following classes of Members":

<u>Individual</u>	<u>Subscription</u>
1. Life Member	Rs. 10,000/-
2. Annual Member	Rs. 1,000/- p.a.



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Crescent Road,
Bengaluru – 560 001
Tel. No.: 080 - 22352663
Fax No.: 080 - 22352663
E-mail :icadr_bangalore@rediffmail.com



Application For Institutional Membership

We wish to join the ICADR as Corporate/Associate Member. Our particulars are as follows:

- 1) Name (In Block Letters)
- 2) Nature of the Organisation (Company, Partnership, Society, Trust, etc.)
- 3) Kind of Organisation : (Manufacturing, Trading, Charitable, etc.)
- 4) Address
- Pin
- Telephone No. Fax No.
- 5) Name of the Chief Executive Officer
- Telephone No. Fax No. E-mail
- 6) Any other information the applicant wishes to give

We agree to abide by the Rules & Regulations of the ICADR. We enclose a draft/cheque No. for Rs. being the membership fee.

Place: (Signature of the Applicant)
Date:

Recommended by : Signature
(Member, Governing Council)

(If the space provided is insufficient, please attach additional sheet)

1. Extract of Rule 3 of the Rules and Regulations of the ICADR. "There shall be the following classes of Members":

<u>Institutions</u>	<u>Subscription</u>
1. Corporate Member	Rs. 1,00,000/- One Time
2. Associate Member	Rs. 10,000/- p.a.
2. Please attach Memorandum and Article/Partnership deeds, etc. Also attach a list of Partners/Directors/Governing Body Members etc.

