

***The ICADR
Conciliation Rules, 1996***



***The International Centre for
Alternative Dispute Resolution***

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The International Centre for Alternative Dispute Resolution

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Resolution adopted by the Chief Ministers of States
and the Chief Justices of High Courts 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 then
Chief Justice of India

*“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 emphasized 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 ICADR CONCILIATION RULES, 1996

PRELIMINARY

1. Short title and scope.—(1) These rules may be called the ICADR Conciliation Rules, 1996.

(2) These rules shall apply where the parties have agreed in writing, that —

- (a) a dispute which has arisen, or
- (b) a dispute which may arise,

between them in respect of a defined legal relationship, whether contractual or not, should be resolved by amicable settlement under the ICADR Conciliation Rules, 1996.

¹[(3) These rules shall, so far as may be, also apply to mediation proceedings as they apply to conciliation proceedings and all references to conciliation or conciliators hereinafter shall also be construed as references to mediation and mediators, respectively.

(4) These rules shall not apply to disputes which by virtue of any law for the time being in force may not be submitted to conciliation/mediation.]

2. Definitions. —In these rules, unless the context otherwise requires,—

- (a) “Chairperson” means the Chairperson of the ICADR;
- (b) “Conciliation Rules” or “rules” means the ICADR Conciliation Rules, 1996;
- (c) “Governing Council” means the Governing Council of the ICADR;
- (d) “ICADR” means the International Centre for Alternative Dispute Resolution, New Delhi, or, as the case may be, any of its Regional offices;
- (e) “panel of conciliators” means the panel of persons approved by the Governing Council to act as conciliators;
- (f) “party” means a party to the agreement referred to in rule 1 (2);
- (g) “Schedule” means the Schedule to these rules;
- (h) “Secretary-General” means the Secretary-General of the ICADR.

¹ Subs. after approval by Governing Council/General body of ICADR, w.e.f. 17.7.2016.

PART I
PROCEDURES FOR CONCILIATION PROCEEDINGS
IN THE ICADR

3. Commencement of conciliation proceedings.—(1) The party initiating conciliation shall send to the other party a written invitation to conciliate under these rules, briefly identifying the subject of the dispute.

(2) Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

(3) If the other party rejects the invitation, there will be no conciliation proceedings.

(4) If the party initiating 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 conciliate and inform the other party accordingly.

4. Number and appointment of conciliators.—(1) There shall be one conciliator unless the parties have agreed that there shall be two or three conciliators.

(2) The parties may agree to enlist the assistance of the ICADR in connection with the appointment of conciliator, and in particular,—

(a) a party may request the ICADR to recommend the names of suitable individuals to act as conciliator; or

(b) where the agreement between the parties provides for the appointment of conciliator by the ICADR, a party may request the ICADR in writing to appoint a conciliator.

(3) Where a request in pursuance of clause (a) or clause (b) of sub-rule (2) is made to the ICADR, the party making the request shall send to the ICADR,—

(a) a copy of the invitation to 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 of dispute between them by conciliation;

- (d) any qualifications required of the conciliator;
- (e) any additional information, if required, by the ICADR.

(4) In recommending or appointing an individual to act as conciliator, the ICADR will follow the procedure specified in rule 24 and will have regard to—

- (a) any qualification required of the conciliator by the agreement of the parties;
- (b) such considerations as are likely to secure the appointment of an independent and impartial conciliator; and
- (c) where the parties are of different nationalities, the advisability of appointing a conciliator of a nationality other than the nationalities of the parties.

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

5. Submission of statements to conciliator.—(1) The conciliator may, upon his appointment, request each party to submit to him and the ICADR 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 conciliator may request each party to submit to him and the ICADR 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 conciliator may request a party to submit to him and the ICADR such additional information as he deems appropriate.

6. Representation and assistance.— Each party shall advise, in writing, the other party and the 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.

7. Role of conciliator.—(1) The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.

(2) The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, 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 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 conciliator hear oral statements, and the need for a speedy settlement of the dispute.

(4) The 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 therefor.

8. Administrative services.— The ICADR will arrange the administrative services specified in Part II if—

- (a) the parties designate the ICADR for arranging such services, in the agreement to conciliate;
- (b) the parties, or the conciliator, with the consent of the parties, request the ICADR to arrange such services.

9. Communication between conciliator and parties.—(1) The 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 conciliator are to be held, such place shall be determined by the conciliator, taking into consideration the circumstances of the conciliation proceedings:

Provided that where administrative assistance by the ICADR is sought under rule 8, the place where meetings with conciliator are to be held shall be determined in consultation with the ICADR.

10. Disclosure of information.—When the 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 conciliator subject to a specific condition that it be kept confidential the conciliator shall not disclose that information to the other party.

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

12. Suggestions by parties for settlement of dispute.— Each party may, on his own initiative or at the invitation of the conciliator, submit to the conciliator suggestions for the settlement of the dispute.

13. Settlement agreement.—(1) When it appears to the 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 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 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 conciliator shall authenticate the settlement agreement, and furnish a copy thereof to each of the parties.

14. Confidentiality.— The 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.

15. Termination of conciliation proceedings.—(1) The conciliation proceedings shall be terminated-

- (a) by the signing of the settlement agreement by the parties, on the date of agreement; or
- (b) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or
- (c) by a written declaration of the parties addressed to the 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 conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

(2) The conciliator shall, upon termination of the conciliation proceedings, send an intimation thereof in writing to the ICADR.

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.

17. Costs.—(1) Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The fee of the 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 conciliator in accordance with the Schedule:

Provided that the ICADR may, on request from the conciliator, fix the fee of the 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 conciliator and witnesses requested by the conciliator with the consent of the parties;
- (b) any expert advice requested by the 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 conciliator is appointed, each 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.

18. Deposits.—(1) The conciliator will, upon his appointment, in consultation with the ICADR, direct each party to deposit with the ICADR 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 conciliator may, in consultation with the ICADR, direct supplementary deposits with the ICADR 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 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 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 ICADR 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.

19. Role of conciliator in other proceedings.—Unless otherwise agreed by the parties,—

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

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

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 ICADR shall be final and binding on the parties.

PART II

SERVICES FOR PROCEDURES UNDER THE CONCILIATION RULES

22. Services for procedures under the rules.— To facilitate the conduct of conciliation proceedings that the parties have agreed to conduct under the Conciliation Rules, the ICADR will—

- (a) perform the function of the appointing authority whenever—
 - (i) the ICADR 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 ICADR under the Conciliation Rules without specifically designating it as the appointing authority; and
- (b) provide the administrative services herein specified when required by the agreement, or when requested by all the parties, or by the conciliator with the consent of the parties.

23. Services as the registry.—(1) On receiving a request in pursuance of rule 4(2)(a) or 4(2)(b), the ICADR will register the request and intimate in writing to the parties the registration number of the case which shall be quoted by the party while making any subsequent communication to the ICADR.

(2) The ICADR will scrutinise every request and the documents, make necessary entries in the register and prepare a file of the case.

24. Services as recommending or appointing authority.—(1) On receipt of a request in pursuance of rule 4(2)(a), the ICADR 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 ICADR will follow the following procedure —

- (i) the ICADR 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 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 ICADR;

- (iii) on receipt of the list returned by the parties, the ICADR will appoint the 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 ICADR may, unless the parties recommend the name of the conciliator to be appointed by the ICADR, appoint the conciliator from the panel of conciliators.

(3) In recommending or appointing a conciliator the ICADR will have regard to the matters referred to in rule 4(4) and will carefully consider the nature of the dispute in order to include in the list, persons having appropriate professional or business experience, language ability and nationality.

(4) All appointments on behalf of the ICADR will be made by the Secretary-General and in his absence by such member of the Governing Council as is designated by the Chairperson:

Provided that where the Secretary-General is to be appointed as the conciliator, the appointment will be made by the Chairperson.

25. Administrative services.—(1) The ICADR may provide the administrative services 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 ICADR for providing such services.

(2) All oral or written communications from a party to the conciliator, except at meetings, may be directed to the ICADR which will transmit them to the conciliator and, where appropriate, to the other party.

(3) Agreement by the parties that the ICADR will provide the administrative services, 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 ICADR. When transmitting communications to a party, the ICADR will do so to the addresses provided by each of them to the ICADR for this purpose.

(4) The ICADR will also assist in the exchange of information and of settlement proposals.

(5) The ICADR 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 ICADR will provide a meeting room and retiring rooms for the conciliator and the parties or their counsel in the offices of the ICADR on the charges set out in the Schedule. These charges will be billed separately and are not included in the fee for administrative services. However, where these facilities are provided in any place other than the offices of the ICADR, the charges will be determined by the ICADR and billed separately in each case.

(7) Upon request, the ICADR will make arrangements for reporter transcripts of meetings or hearings. The cost of reporter transcripts will be determined by the ICADR and billed separately and is not included in the fee for administrative services.

(8) Upon request, the ICADR will make arrangements for the services of interpreters or translators. The cost of interpretation or translation will be determined by the ICADR and billed separately and is not included in the fee for administrative services.

(9) (a) The ICADR will hold advance deposits to be made for the costs of the conciliation proceedings.

(b) On termination of the conciliation proceedings, the ICADR 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 request, the ICADR will provide other appropriate administrative services the costs of which will be determined by the ICADR and billed separately and are not included in the fee for administrative services.

(b) The kinds of services 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 services.

(11) (a) The ICADR may require the party requesting one or more of the services referred to in sub-rule (6), (7), (8) or (10) to deposit an amount specified by it as advance towards the costs of such services;

(b) The ICADR may also require the parties to make supplementary deposits towards the costs of the services 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 ICADR, the ICADR may not provide the services requested for.

26. Administrative fees.—(1) The fee of the ICADR for making appointment of conciliator and for providing administrative services, 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 ICADR 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 ICADR's schedule of fees and charges.

(2) Where the ICADR is requested to act as appointing authority under rule 4(2), the requesting party shall pay the ICADR 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).

(3) The Conciliation Rules provide that the costs of conciliation include the costs of the administrative fee or charges of the ICADR [rule 17(2)]. These costs are, borne equally by the parties unless the settlement agreement provides for a different apportionment [rule 17(4)].

¹[SCHEDULE

A. DOMESTIC COMMERCIAL CONCILIATION

I. Administrative fees:

referred to in rule 26(1) and 26 (2)

- (1) Fee referred to in rule 26 (1)-
(ICADR acts as appointing authority and administrator)

<u>Amount in Dispute</u> (in rupees)	<u>Amount of fee</u> (in rupees)
(i) where the total amount in dispute does not exceed Rs. 5 lakh	Rs. 22,500.
(ii) where the total amount in dispute exceeds Rs. 5 lakh but does not exceed Rs. 20 lakh	Rs. 22,500 plus 1.75 per cent. of the amount by which the total amount in dispute exceeds Rs. 5 lakh
(iii) where the total amount in dispute exceeds Rs. 20 lakh but does not exceed Rs. 1 crore	Rs. 48,750 plus 1.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 lakh
(iv) where the total amount in dispute exceeds Rs. 1 crore but does not exceed Rs. 10 crore	Rs. 1,68,750 plus 0.75 per cent. of the amount by which the total amount in dispute exceeds Rs. 1 crore
(v) where the total amount in dispute exceeds Rs. 10 crore but does not exceed Rs. 20 crore	Rs. 8,43,750 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 10 crore
(vi) where the total amount in dispute exceeds Rs. 20 crore	Rs. 13,43,750 plus 0.25 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 crore with a ceiling limit of Rs. 15 lakhs

Note: Where dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the Secretary-General shall determine the amount of administrative fees, in his discretion, in each case.

- (2) Non-refundable fee referred to in rule 26 (2)
(ICADR acts only as appointing authority) Rs. 15,000

¹ Subs. after approval by Governing Council/General Body of ICADR, w.e.f. 17.7.2016.

II Conciliator's fee

referred to in rule 17(1)

<u>Amount in dispute</u> (in rupees)	<u>Amount of fee</u> For one Conciliator (in rupees)
(i) where the total amount in dispute does not exceed Rs. 5 lakh	Rs. 45,000
(ii) where the total amount in dispute exceeds Rs. 5 lakh but does not exceed Rs. 20 lakh	Rs. 45,000 plus 3.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 5 lakh
(iii) where the total amount in dispute exceeds Rs. 20 lakh but does not exceed Rs. 1 crore	Rs. 97,500 plus 3 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 lakh
(iv) where the total amount in dispute exceeds Rs. 1 crore but does not exceed Rs. 10 crore	Rs. 3,37,500 plus 1 per cent. of the amount by which the total amount in dispute exceeds Rs. 1 crore
(v) where the total amount in dispute exceeds Rs. 10 crore but does not exceed Rs. 20 crore	Rs. 12,37,500 plus 0.75 per cent. of the amount by which the total amount in dispute exceeds Rs. 10 crore
(vi) where the total amount in dispute exceeds Rs. 20 crore	Rs. 19,87,500 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds Rs. 20 crore with a ceiling of Rs. 30 lakhs

Note : Where dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the Conciliator shall determine the amount of fee in each case.

III. Charges for facilities

referred to in rule 25 (6)

Rs. 4,000/- for one day or part thereof plus Rs. 500/- Wi-fi charges for two hours (optional) plus Rs. 500/- Documentation Camera charges for two hours (optional) plus Rs. 1,000/- Stenographic service charges (optional)

Note: Where the facilities are provided in a place other than in ICADR's offices, the charges will be determined in each case and billed separately.

B. DOMESTIC NON-COMMERCIAL CONCILIATION

I. **Administrative fees:**

referred to in rule 26(1) and 26(2).

- (1) Fee referred to in rule 26(1)
(ICADR acts as appointing authority and administrator)

Where the dispute can be expressed in terms of money, the administrative fees will be the same as applicable for domestic commercial conciliation.

Note: Where the dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the Secretary-General shall determine the amount of administrative fee, in his discretion in each case.

- (2) Non-refundable fee referred to in rule 26(2).
(ICADR acts only as appointing authority)
Rs.15,000

II. **Conciliator's fee**

referred to in rule 17(1)

Where the dispute can be expressed in terms of money, the conciliator's fees will be the same as applicable for domestic commercial conciliation.

Note: Where the dispute cannot be expressed in terms of money or the total amount in dispute is below Rs. 2 lakh, the conciliator shall determine the amount of fee in each case.

III. **Charges for facilities**

referred to in rule 25(6)

Rs. 4,000/- for one day or part thereof plus Rs. 500/- Wi-fi charges for two hours (Optional) plus Rs. 500/- Documentation Camera charges for two hours (optional) plus Rs. 1,000/- Stenographic service charges (optional).

Note:Where the facilities are provided in a place other than in ICADR's offices, the charges will be determined in each case and billed separately.

C. INTERNATIONAL COMMERCIAL CONCILIATION

I. Administrative fee:

referred to in rule 26 (1) and 26(2)

- (1) Fee referred to in rule 26 (1)-
(ICADR acts as appointing authority and administrator).

<u>Amount in dispute</u> (in US dollars)	<u>Amount of fee</u> (in US dollars)
(i) where the total amount in dispute does not exceed \$ 50,000	\$ 1,500
(ii) where the total amount in dispute exceeds \$50,000 but does not exceed \$1,75,000	\$1,500 plus 3 per cent. of the amount by which the total amount in dispute exceeds \$50,000
(iii) where the total amount in dispute exceeds \$1,75,000 but does not exceed \$5,00,000	\$5,250 plus 2 per cent. of the amount by which the total amount in dispute exceeds \$1,75,000
(iv) where the total amount in dispute exceeds \$5,00,000 but does not exceed \$10,00,000	\$11,750 plus 1 per cent. of the amount by which the total amount in dispute exceeds \$5,00,000
(v) where the total amount in dispute exceeds \$10,00,000 but does not exceed \$20,00,000	\$16,750 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds \$10,00,000.
(vi) where the total amount in dispute exceeds \$20,00,000 but does not exceed \$50,00,000	\$21,750 plus 0.25 per cent. of the amount by which the total amount in dispute exceeds \$20,00,000
(vii) where the total amount in dispute exceeds \$50,00,000	\$29,250 plus 0.125 per cent. of the amount by which the total amount in dispute exceeds \$50,00,000 with a ceiling of \$35,000.

Note: Where dispute cannot be expressed in terms of money, the Secretary-General shall determine the amount of administrative fees, in his discretion, in each case.

- (2) Non-refundable fee referred to in rule 26 (2)
(ICADR acts only as appointing authority)
US \$ 1000

II. Conciliator's fee

referred to in rule 17(1)

<u>Amount in dispute</u> (in US dollars)	<u>Amount of fee</u> For one Conciliator (in US dollars)
(i) where the total amount in dispute does not exceed \$50,000	\$3,000
(ii) where the total amount in dispute exceeds \$50,000 but does not exceed \$1,75,000	\$3,000 plus 5 per cent. of the amount by which the total amount in dispute exceeds \$50,000
(iii) where the total amount in dispute exceeds \$ 1,75,000 but does not exceed \$5,00,000	\$9,250 plus 4 per cent. of the amount by which the total amount in dispute exceeds \$1,75,000
(iv) where the total amount in dispute exceeds \$ 5,00,000 but does not exceed \$10,00,000	\$22,250 plus 3 per cent. of the amount by which the total amount in dispute exceeds \$5,00,000
(v) where the total amount in dispute exceeds \$10,00,000 but does not exceed \$20,00,000	\$37,250 plus 2 per cent. of the amount by which the total amount in dispute exceeds \$10,00,000
(vi) where the total amount in dispute exceeds \$20,00,000 but does not exceed \$50,00,000	\$57,250 plus 1 per cent. of the amount by which the total amount in dispute exceeds \$20,00,000
(vii) where the total amount in dispute exceeds \$50,00,000	\$87,250 plus 0.5 per cent. of the amount by which the total amount in dispute exceeds \$50,00,000 with a ceiling of \$ 1,00,000

Note: Where the dispute cannot be expressed in terms of money, the conciliator shall determine the amount of fee in each case.

III. Charges for facilities

referred to in rule 25 (6)

US \$ 350 for one day or part thereof plus \$50 Wi-fi charges for two hours (optional), plus \$50 Documentation Camera charges for two hours (optional) plus \$100 Stenographic service charges (optional).

Note: Where the facilities are provided in a place other than in ICADR's offices, the charges will be determined in each case and billed separately].

APPENDICES**APPENDIX – A****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 this 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 to add 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)/Mediator(s) including, but not limited to, language, nationality, technical qualification and experience.
- (d) The place of Conciliation/Mediation proceedings shall be _____

APPENDIX – B
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.