



Vidhikāryā

— Legal matters resolved —

Vidhikarya Centre
for
Dispute Resolution

MEDIATION RULES
(w.e.f. 1st January' 2025)

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FOREWORD

VCDR Mediation is based on the Mediation Rules published by the Vidhikarya Centre for Dispute Resolution (“VCDR”), which at its core has the intention to help parties and mediators to take maximum advantage of the flexible procedures available in mediation for the resolution of disputes amicably, quickly and economically. VCDR Mediation Rules shall apply to mediation of present or future disputes where the parties seek amicable settlement of such disputes and where, either by stipulation in their contract or by an agreement to mediate, they have agreed that the VCDR Rules shall apply.

The Rules allow the Mediation procedure to be as short, professional, expeditious and as inexpensive as practicable. The costs and expenses of mediation shall be governed by the Fee Schedule of the VCDR Mediation Rules.

Vidhikarya Centre for Dispute Resolution

<https://www.vidhikarya.com/online-dispute-resolution>

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VCDR MEDIATION RULES, 2025

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VCDR MEDIATION RULES

Rule 1: Scope and application

- (i) Where any agreement, submission or reference provides for mediation by Vidhikarya Centre for Dispute Resolution (“VCDR”) or under the Mediation Rules of the Vidhikarya Centre for Dispute Resolution (“VCDR Mediation Rules”), the parties shall be taken to have agreed that the mediation shall be conducted in accordance with the following Rules, or such amended Rules or affiliated Rules as VCDR may have adopted to take effect before the commencement of mediation. The Rules are subject to such modifications as the parties may agree in writing at any time.
- (ii) These Rules shall apply to the mediation of present or future disputes where the parties seek amicable settlement of such disputes, or for transactional-mediation, deal-mediation, or assisted deal-making, where parties agree to use mediation to help them to conclude deals, under the VCDR Mediation Rules.

Rule 2 : Definitions

In this Rules, unless the context otherwise requires —

- (i) “Administrator” means the VCDR official assigned under these Rules who shall perform all the functions to be done by VCDR as required under these Rules.
- (ii) “Agreement to mediate” or “mediation agreement” means an agreement in writing executed by the parties, to mediate any dispute arising out of a contract or any other dispute that has arisen between them.
- (iii) “Case Manager” means the VCDR official assigned under these Rules who shall perform all the functions to be done by VCDR, as delegated by the Administrator.
- (iv) “Code of Conduct” means the Code of Conduct for Professional Mediation Practice to be observed by a Mediator as under these Rules.
- (v) “Conduct Assessment” means the Mediator’s Conduct Assessment based on a complaint received against a mediator, as described under these Rules.
- (vi) “Consent to Mediate” means an agreement in writing executed by the parties and the mediator, to mediate any dispute or conduct assisted deal-making, specifying the appointment of mediator, role and obligation of parties and mediator and the mediation process.
- (vii) “Domestic mediation” means mediation of any dispute which is considered civil, community, relationship, contractual or commercial in nature or any disputes arising out of offences which are compoundable in nature, between parties in India.
- (viii) “VCDR” means Vidhikarya Centre for Dispute Resolution.



- (ix) “VCDR Mediation Fee schedule” means the fee schedule of VCDR applicable as on the date of submission of mediation under these Rules.
- (x) “Mediated Settlement Agreement” or “MSA”, in relation to mediation, means an agreement in writing reached by some or all of the parties to mediation, settling the whole or part of the dispute, or finalising the terms of the deal and signed by the parties and the mediator.
An MSA is “in writing” if its content is recorded in any form. The requirement that it should be in writing is met by electronic communication if the information contained therein is accessible so as to be useable for subsequent reference.
- (xi) “Mediation” means a process, irrespective of the expression used or the basis upon which the process is carried out, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons (“the mediator”) lacking the authority to impose a solution upon the parties to the dispute.
- (xii) “Mediation Session” means a meeting arranged as under these Rules, between the mediator and one or more of the parties to the dispute or parties to deal-making, and includes any activity undertaken to arrange or prepare for such a meeting, whether or not the meeting takes place; and includes any follow up on any matter or issue raised in such a meeting.
- (xiii) Meeting includes a meeting conducted by electronic communication, video conferencing or other electronic means.
- (xiv) Mediation session may include “General” session which shall include all the parties and the mediator and “Private” or “Caucus” session, which shall include the mediator and any one party or group of parties.
- (xv) “Mediator” means an individual who is appointed to mediate and to assist the parties in dispute to reach a mutually acceptable agreement to resolve the dispute or for assisted deal-making.
Where more than one mediator is appointed for mediation, a reference to a mediator under these Rules is a reference to all the mediators for the mediation.
- (xvi) “Online Dispute Resolution” or “ODR” means a mechanism for resolving disputes through the use of electronic or digital platform and other information and communication technology, without the need for physical presence at a meeting or hearing and could also have hybrid processes comprising both online and offline elements, which could comprise of negotiation, mediation, arbitration.
- (xvii) “Online Mediation” means mediation initiated and/or conducted as an ODR mechanism, conducted using the electronic platform of VCDR or such other platforms as agreed by the parties.
- (xviii) “Online meeting” or “Virtual meeting” means a meeting arranged as under these Rules, between the mediator and one or more of the parties for conducting mediation by audio-conference, video-conference, or other similar means of communication.
- (xix) “Participant” means a person who participates in mediation, other than a party or mediator, and includes counsels/ consultants/ advisers for each party, experts in the subject matter of the dispute or deal, secretary/VCDR staff or any third party who attend mediation proceedings.
- (xx) “Party” means any party to the whole or part of a dispute that is referred for

mediation but does not include any mediator conducting the mediation.

- (xxi) Party may include multiple parties, which includes initiating parties as well as opposite parties.
- (xxii) “Initiating party” means the party who initiate the process of mediation under these Rules.
- (xxiii) “Opposite party” means the party against whom mediation is initiated under these Rules.

Rule 3: Initiation of Mediation

- (i) A party to a dispute or all parties to the dispute jointly, may request the initiation of mediation by submitting a Request for Mediation to VCDR.
- (ii) Request for Mediation could be submitted offline or through Online mode.
- (iii) Even if the Request for Mediation is submitted offline, VCDR shall, for process convenience, register the dispute online with VCDR for better management.
- (iv) The Request for Mediation to VCDR, which shall include the following —
 - a. The names, addresses, telephone numbers and e-mail addresses of the parties;
 - b. The type of dispute and brief facts according to the Initiating party;
 - c. Copy or description of the mediation agreement, if any.
- (v) Upon filing the Request for Mediation, the Initiating party shall pay the appropriate registration/ filing fee as provided in the VCDR Mediation Fee Schedule, in force on the date of filing of the Request.
- (vi) If the registration/ filing fee is not paid upon filing the Request for Mediation, VCDR shall set a time period within which the Initiating Party shall pay the fee. If the fee is not paid within this time period, VCDR shall dismiss the Request for Mediation.

Rule 4: Commencement of Mediation

- (i) On receipt of a duly filed Request for Mediation, VCDR shall, within 7 days, send an invitation to mediate to the opposite party to attend the 1st session of mediation. VCDR shall nominate the mediator and shall mention the details of the nominated mediator.
- (ii) The date on which the invitation to mediate is received by the parties shall be deemed to be the date of commencement of mediation.
- (iii) The party who receives the invitation for mediation can either attend the mediation session as per the invitation before the mediator or can notify his/her inability to attend on the scheduled date or express his/her objection to the nominated mediator, so that VCDR can nominate another mediator or reschedule the 1st session based on the convenience of the parties and the mediator.
- (iv) If any of the parties intimate their refusal to mediate or if one or all the parties fail to appear on the scheduled date, it shall be treated as a refusal to mediate.
- (v) In case of mediation initiated or registered through the VCDR, the Request for

Mediation, Invitation to Mediate and such other communications by the parties, mediator(s) or VCDR shall be through the VCDR itself, by way of notifications, emails or messages.

Rule 5: Appointment of Mediator

- (i) When the initiating Party submits the Request for Mediation, (s)he can nominate a mediator from the panel of VCDR Mediators.
- (ii) If the initiating Party does not nominate a mediator or if the opposite party object to the nomination of the mediator or if the parties fail to agree on the appointment of a mediator, VCDR shall appoint a mediator who is prepared to serve.
- (iii) There shall be one mediator, unless the parties agree to appoint co-mediators, which shall be two or more as the parties may decide. In case of multiple mediators, each party is free to appoint one mediator each. If the parties do not nominate the mediators or if the parties so request, VCDR shall appoint such mediators who are prepared to serve. If there are multiple mediators, the mediators shall suggest one among them to coordinate the procedural activities with the parties, failing which VCDR shall propose the said mediator from among the appointed mediators.
- (iv) The appointment of mediator by VCDR under this Rule shall be deemed to be made on the agreement of parties as per section 8(2) of the Mediation Act, 2023.
- (v) No person shall act as mediator in any dispute in which that person has any interest personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator, except by consent of the parties. Before accepting an appointment, the proposed mediator shall disclose in writing to the parties or to VCDR, any circumstances likely to create a presumption of bias or prevent a prompt resolution of the dispute. If any disclosure is made to VCDR, the same shall be communicated to the parties along with the invitation to mediate. If any party takes objection to the proposed mediator within 2 days, (s)he shall not be appointed. The substituted mediator shall be appointed in the same manner as the mediator who is replaced.
- (vi) Where the parties agree on mediation and agree on the mediator and the proposed mediator is willing to serve, they shall execute a Consent to Mediate. The mediation shall then proceed in accordance with these Rules.
- (vii) In case of mediation initiated or registered through the VCDR, the Disclosure Statement, Consent to Mediate and such other communications by the parties, mediator(s) or VCDR shall be through the VCDR itself, by way of notifications, emails or messages.

Rule 6: Mediation Process

- (i) Upon appointment of mediator, VCDR shall work with the parties to establish the time, location and language of each mediation session.
- (ii) The parties may agree on the procedure to be followed by the mediator in the conduct of the mediation proceedings.
- (iii) Where the parties do not agree on any particular procedure to be followed by the

mediator, the mediator shall follow the procedure hereinafter mentioned, namely —

- a. The mediator/VCDR shall fix, in consultation with the parties, the time schedule, the dates and the time of each mediation session, where all parties have to be present.
 - b. The mediator shall hold the mediation through the VCDR-Online or at VCDR Offices.
 - c. The mediator may conduct joint or separate meetings with the parties.
 - d. The parties or their counsels/ consultants/ advisers shall, if so required, before the commencement of mediation, provide to the mediator and VCDR, a pre-mediation submission (“Position Statement” or “Briefing Paper”) setting forth the issues, which according to them, needs to be resolved, or deals to be made and its position in respect of those issues and all information reasonably required for the mediator to understand the issues; such memoranda shall also be mutually exchanged between the parties.
 - e. Before the commencement of mediation, based on the request of the counsels/ consultants/ advisers of the parties or if so required by the mediator, the mediator shall convene a pre-mediation conference with the counsels/ consultants/ advisers, so as to have a preliminary discussion about the process and procedure of mediation.
 - f. During the mediation process, each party shall furnish to the mediator such other information as may be required by him/her in connection with the issues to be resolved or addressed.
- (iv) In case, the parties agree or if the mediator finds that the physical meeting of the parties are not possible due to any constraints, the mediator can in consultation with VCDR, arrange for virtual meeting of the parties, which shall be considered as mediation session.
- (v) The Parties shall be able to access the mediation records and documents by logging in to the VCDR Dashboard.
- (vi) Online mediation shall be conducted as per the provisions made in these Rules.

Rule 7: Time frame & Notifications for Mediation

- (i) The mediator shall use his/her best endeavours to conclude the mediation within 90 days of his/her appointment. The appointment shall not extend beyond a period of 120 days without the written consent of all parties.
- (ii) By default, the parties agree that all communications, notices, and notifications under these rules shall be made through registered emails or VCDR dashboard or such other electronic communications, which have been agreed upon by the parties.

Rule 8: Role of Mediator

- (i) The mediator may conduct the mediation in such manner, as (s)he considers



appropriate, taking into account the circumstances of the case, the wishes of the parties and the need for a speedy settlement of the dispute or for an effective deal making.

- (ii) The mediator is not bound by the law of procedure or Evidence Act.
- (iii) The mediator shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute and shall be guided by the principles of objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties. The mediator shall be bound by the VCDR Mediators' Code of Conduct.
- (iv) The mediator may with the consent of parties, obtain the service of experts, who can assist the mediator or the parties in helping to resolve the dispute or understanding the subject matter of the dispute or deal. The expert shall sign a declaration of confidentiality before participating in the mediation process. The parties shall bear the expenses incurred for obtaining such service.
- (v) The mediator shall disclose the substance of all information concerning the dispute or deal which (s)he receives from one party, to the other party and the other party shall be given opportunity to present explanations.
- (vi) Provided that, when a party gives information to the mediator subject to a specific condition that it be kept confidential, the mediator shall not disclose that information to the other party.
- (vii) Provided further that, when such information which has been disclosed as confidential relates to such information, revealing or relating to —
 - a. the attempt to commit any physical or psychological threat or injury to a party; or
 - b. the commission of a crime, including an attempt to commit a crime,
 the mediator may inform the party giving such information that (s)he is not bound by confidentiality and ascertain whether such information is genuine. The mediator may weigh the gravity of such information and decide whether (s)he needs to disclose the information to the opposite side or not, or whether (s)he need to withdraw from mediation.
- (viii) The mediator shall attempt to facilitate voluntary resolution of the dispute by the parties, and communicate the view of each party to the other, assist them in identifying issues, reducing misunderstandings, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute, emphasizing that it is the responsibility of the parties to take decision which affect them; and that (s)he shall not impose any terms of settlement on the parties.
- (ix) In the case of deal-mediation, the mediator shall attempt to facilitate voluntary discussion by the parties, and communicate with each party assisting them in clarifying priorities, reducing misunderstandings, exploring areas of mutual benefits and generating options in an attempt to make the deal, emphasizing that it is the responsibility of the parties to take decision which affect them; and that (s)he shall not impose any terms on the parties.
- (x) After each session of mediation, the Mediator shall submit a Mediation Record (Minutes of Meeting- MoM) Form, indicating the duration of the mediation session and result of the session to VCDR. This shall be accessible to the parties in the

VCDR Case Dashboard.

- (xi) Subject to the confidentiality of mediation, the mediator may withdraw from mediation at any time during mediation by notice in writing given to the parties stating the mediator's general reasons for the withdrawal.
- (xii) Provided, the withdrawal by the mediator from mediation shall not by itself prevent the mediator from again becoming the mediator in that mediation.

Rule 9: Role of Parties

- (i) The mediator may communicate with the parties together in general sessions or with parties separately in caucus or private sessions, and each party shall co-operate with the mediator. The parties shall give full assistance to enable the mediation to proceed and be concluded within the time stipulated.
- (ii) The term "Parties" may include their respective counsels/ consultants/advisers.
- (iii) The parties must understand that the mediator only facilitates in arriving at a decision to resolve disputes or make a deal and does not give any warranty that the mediation will result in a settlement or deal.
- (iv) Each party may at his/her/its own initiative or at the invitation of the mediator, give suggestions for settlement of the dispute or for making the deal and the outcome of the mediation shall be determined by the mutual agreement of the parties and the mediator shall not make proposals or impose any decisions to the parties to resolve the dispute or make any deal.

Provided, the mediator, at the request of all the parties, may at his/her sole discretion, consider making evaluative suggestions or proposals, but it shall be for the parties to determine whether to accept such suggestions or proposals.

- (v) While no one can be compelled to commit to resolve the case or make a deal in mediation, all parties shall commit to participate in the proceedings in good faith with the intention to settle the disputes or make a deal. Participation in mediation shall be voluntary at all times.
- (vi) A party may —
 - a. withdraw from the mediation at any time during the mediation,
 - b. be accompanied to the mediation, and assisted by, a person (including a counsel, consultant or adviser) who is not a party, or
 - c. obtain independent legal advice at any time during the mediation.
- (vii) A party or parties may terminate the appointment of a mediator for any reason and shall inform the mediator the reason for the termination and appoint another mediator or request VCDR to appoint another mediator.
- (viii) The mediator or participant in the mediation, including experts and advisers engaged for the purpose of the mediation and persons involved in the administration of the mediation shall not be presented by the parties as a witness in any arbitral or judicial proceeding.

Rule 10: Role of VCDR

- (i) VCDR shall make the necessary arrangements for mediation, including —



- a. Appointing the Mediator;
 - b. Organizing a venue and assigning a date for mediation;
 - c. Organizing an exchange of the pre-mediation submission or any such submissions, if any; and
 - d. Providing general administrative support, including giving online support.
- (ii) VCDR, together with the Mediator, shall assist in drawing up the Mediated Settlement Agreement, if necessary.

Rule 11: Representation & Participants

- (i) The parties may be represented or assisted by persons of their choice. Each party shall notify in advance the names and the role of such persons to VCDR and the other party. Each party shall have full authority to settle the matter or make a deal, before the mediator. The parties shall confer upon their representatives the necessary authority to settle the dispute or to make the deal.
- (ii) If any of the parties are not able to be present personally, they can be represented through their authorized persons or power of attorney holders.
- (iii) Counsels/ consultants/ advisers for each party or experts in the subject matter or any third party who can assist the process can attend mediation proceedings, if allowed by the mediator and with the consent of the parties. Such participants shall sign a declaration of confidentiality.
- (iv) If any of the party is assisted by a counsel/ consultant/ adviser, the other party shall also be entitled to such assistance by a counsel/ consultant/ adviser.
- (v) The names, addresses, mobile phone numbers and emails of all parties to the dispute or deal, and those who will represent them, should be furnished to VCDR and exchanged between the parties.

Rule 12: Privacy, Confidentiality & Voluntariness

- (i) Mediation is a private, confidential and voluntary process. The parties may withdraw from the mediation at any time by informing the Mediator and all other parties without being required to give any justification for doing so.
- (ii) No third-party shall be allowed to attend the mediation sessions without the due consent of the parties and the mediator.
Explanation — For the avoidance of any doubt, it is clarified that if the Mediator wishes, (s)he could take the assistance of a secretary or VCDR staff, designated by him/her, for clerical assistance. In the VCDR, the Mediator can also allow the Case Admin or Case Manager, who shall be the VCDR official assigned under these Rules to perform the functions to be done by VCDR. These participants shall also sign a declaration of confidentiality.
- (iii) Every document, communication or information disclosed, or produced by any party for the purpose of or related to the mediation process shall be disclosed on a privileged and without prejudice basis and no privilege or confidentiality shall be waived by such disclosure. Confidentiality also extends to the Mediated Settlement Agreement except where its disclosure is necessary for

implementation or enforcement.

- (iv) Provided the confidentiality shall not apply to the proviso in Rule 8(v).
- (v) Mediation proceedings are assisted negotiations, and all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings, are inadmissible in any litigation or arbitration of any dispute. However, evidence that is otherwise admissible shall not be rendered inadmissible as a result of its use in the mediation session.
- (vi) The Mediation shall be conducted in confidence, and no transcript or formal record shall be made. No audio-visual recording shall be made of the proceedings. Only the Mediator, the parties and/or their representatives and advisers and secretary/ Case Admin or Manager/ VCDR staff as required shall be permitted to be present during mediation.
- (vii) Nothing that transpire during the course of mediation is intended to or shall in any way affect the rights or prejudice the position of the parties to the dispute in any subsequent arbitration, adjudication or litigation.
- (viii) Parties shall maintain confidentiality in respect of the events that transpired during mediation and shall not rely on or introduce the said information in any other proceedings as to —
 - a. Views expressed by a party in the course of mediation proceedings.
 - b. Documents obtained during mediation which were expressly required to be treated as confidential or other notes, drafts or information given by parties or mediators.
 - c. Proposals made or views expressed by the mediator.
 - d. Admission made by a party in the course of mediation proceedings.
 - e. The fact that a party had or had not indicated willingness to accept the proposal.

Rule 13: Settlement

- (i) When the mediator finds that there exist elements of settlement, (s)he shall formulate the terms of a possible settlement and submit to the parties for their observations. After receiving their observations, the terms may be reformulated by the mediator.
- (ii) If the parties reach agreement on the settlement terms, the mediator with the assistance of VCDR, may draw up a Mediated Settlement Agreement (“MSA”) on the terms agreed by the parties and the parties may sign the MSA. The mediator shall authenticate the MSA and forward it with a covering letter signed by him/her to VCDR and also provide a copy to each party. When the parties sign the MSA, it shall be final and binding on the parties and persons claiming under them and could be enforced in accordance with the provisions of the Code of Civil Procedure, 1908, in the same manner as if it were a judgment or decree passed by a court, as under section 27(2) of the Mediation Act, 2023.
- (iii) The parties may, at their option, register the MSA for the purposes of record, with the Authority or body constituted under section 20 of the Mediation Act, 2023,

within the territorial jurisdiction of the court or tribunal of competent jurisdiction to decide the subject matter of dispute and such Authority shall issue a unique registration number to such MSA.

- (iv) In the case of Arb-Med-Arb procedure, where a dispute is fully or partially resolved, the same shall be reduced to writing and signed by the parties, which shall be submitted to VCDR and VCDR shall forward the same to the Arbitral Tribunal along with the Mediation Status Report.
- (v) In the case of court-referred mediation, where an agreement is reached between the parties in regard to all the issues in the suit or some of the issues, the same shall be reduced to writing and signed by the parties. If any counsels have represented the parties, they shall attest the signature of their respective clients. The agreement of the parties so signed and attested, shall be submitted to the mediator who shall, with a covering letter, forward the same to the Court in which the suit is pending. Where no agreement is arrived at between the parties, before the prescribed time limit where, the mediator is of the view that no settlement is possible, (s)he shall report the same to the said Court in writing.
- (vi) In case one of the parties to mediation include the Central Government or State Government or any of its agencies, public bodies, corporations and local bodies including entities controlled or owned by them, the MSA arrived at shall be signed only after obtaining the prior written consent of the competent authority of such Government or any of its entity or agencies, public bodies, corporations and local bodies, as the case may be.
- (vii) In the case of deal-mediation, where the parties have finally decided on the terms of the deal, whether entirely or partially, the same shall be reduced to writing and signed by the parties. The mediator shall authenticate the MSA and furnish a copy to each party.

Rule 14: Termination of Mediation

- (i) The mediation process shall come to end —
 - a. Upon the signing of MSA by the parties or;
 - b. Upon the written advice of the mediator after consultation with the parties that in his/her opinion further attempts at mediation are no longer justified or;
 - c. Upon written notification by any party at any time to the mediator and the other parties that the mediation is terminated.

Provided, if a party does not respond to the invitation of the other party, mediator or VCDR or does not attend the mediation session without any information and does not respond to any clarifying query raised by the other party, mediator or VCDR, it shall be deemed to be a notification by the party that the mediation is terminated.

- (ii) On completion of mediation, the mediator shall submit a Completion Report to VCDR. If there is no resolution of the dispute, the mediator shall submit a Non-settlement Report to VCDR.
- (iii) The Non-settlement Report shall not disclose the cause of non-settlement, or any other matter or thing referring to the conduct of parties during mediation.

- (iv) After receipt of Completion / Non-settlement Report, VCDR may issue a Mediation Status Report to the parties, if they so request, intimating the final status of the process.
- (v) In case the mediation could not be commenced due to non-appearance of all or some of the opposite parties, VCDR may issue a Mediation Non-starter Certificate to the parties who appeared, if they so request, intimating the final status of the process.

Rule 15: Mediation Fees

- (i) Unless otherwise agreed, each party shall bear its own costs regardless of the outcome of mediation or of any subsequent arbitral or judicial proceedings. All other costs and expenses shall be borne equally by the parties and the parties shall be jointly and severally liable to pay to the mediator such costs, including —
 - a. The mediator's fees and expenses;
 - b. Expenses for any expert advice or opinion requested by the mediator with the consent of the parties; and
 - c. The VCDR administrative costs in support of mediation.
- (ii) The Mediator fee shall be fixed by VCDR in accordance with the VCDR Mediation Fee Schedule, unless the mediator and the parties have agreed on a different engagement term at the time of appointment.
- (iii) The administrative costs of mediation shall be fixed by VCDR in accordance with the VCDR Mediation Fee Schedule.
- (iv) The payment schedule and deposits as per VCDR Mediation Fee Schedule shall be complied by the parties and on default, VCDR may suspend the mediation process until such deposit is made.
- (v) Any surplus funds deposited shall be returned to the parties at the conclusion of mediation.
- (vi) Each party shall be liable for the payment of charges or fees to their respective counsels/ consultants/ advisers.

Rule 16: Feedback

Unless inappropriate in the circumstances, Mediators shall, at the conclusion of mediation, invite the parties and advisers and any co-mediators or assistant mediators, to complete a Feedback Form and/or Evaluation Form and send the same to the Reviewer or VCDR. This could be done through the VCDR.

Rule 17: Mediator's Role in Subsequent Proceedings

The mediator shall not act as an adjudicator, arbitrator or representative, counsel or expert witness of any party in any subsequent adjudication, arbitration or judicial proceedings whether arising out of dispute covered under mediation or any other dispute in connection with the same contract. No party shall be entitled to call the mediator as a witness in any subsequent adjudication, arbitration or judicial proceedings arising out of

the same contract.

Rule 18: Not Legal Counsel or Expert

- (i) All parties recognize that at the mediation session(s) and at every other point of the proceedings —
 - a. Neither VCDR nor the mediator shall be acting as a legal adviser or legal representative for any of the parties.
 - b. Neither VCDR nor the mediator has a duty to assert, analyse or protect any party's legal rights or obligations, including lien rights, statutes of limitation, or any other time limit or claim requirement.
 - c. Neither VCDR nor the mediator has a duty to make an independent expert analysis of the situation, raise issues not raised by the parties or determine that additional necessary parties should participate in mediation.
 - d. Neither VCDR nor any mediator can guarantee that a mediation session will result in a settlement or deal.
- (ii) Parties may be represented by a counsel/ consultant/ adviser at any stage of the mediation process, and are encouraged to take legal advice concerning the proceedings or any proposed settlement agreements.

Rule 19: Exclusion of Liability

- (i) The parties jointly and severally release, discharge and indemnify the mediator and VCDR in respect of all liability whatsoever, whether involving negligence or not, from any act or omission in connection with or arising out of or relating in any way to any mediation conducted under these Rules, save for the consequences of fraud, dishonesty or violation of VCDR Mediators' Code of Conduct.
- (ii) No mediator shall be summoned by any party to appear in a Court of law to testify in regard to information received or action taken or in respect of drafts or records prepared or shown to him/her during the mediation proceedings.

Rule 20: Action against the Mediator

If any of the parties feel that the mediator is guilty of violation of the VCDR Mediators' Code of Conduct, they shall within a period of one month, inform the VCDR.

Rule 21: General Provisions

- (i) Under these Rules a decision to be taken by VCDR, shall be taken by the Administrator. The Administrator may, if required delegate such of its duties and functions to a Registrar and the Registrar may decide such issues so specifically authorized by the Administrator.



- (ii) Mediation process under the VCDR Mediation Rules can be initiated and conducted using online platform and all written communications could be done through the platform. The parties, mediators and VCDR would be issued notifications in their registered email address about such communications and the parties would be able to access such proceedings from the Case Dashboard. Such notifications shall be considered as proper notice of intimation under these Rules.
- (iii) The interpretation of any provision in these Rules shall be made by VCDR.
- (iv) The Fee structure under the Rules shall be the fee published by VCDR in the VCDR Mediation Fee Schedule as on the date of submission of mediation. The current fee schedule of VCDR shall be notified by VCDR from time to time or published in its official web site.
- (v) Any of the above procedures may be altered by the Administrator, in his/hersole discretion, to fit the circumstances of a particular case. Any matter not specifically addressed by these rules, or any conflict or ambiguity in these rules, shall be decided by the Administrator. The Administrator, in his/her sole discretion, has authority to prepare forms, resolve procedural disputes, impose time limits on the parties, and otherwise require a party to take action or refrain from taking action.
- (vi) VCDR shall have the power and authority to effectuate the purposes of these Rules, including establishing appropriate rules, procedures, guidelines and advisories governing mediation and altering, amending or modifying these Rules in accordance with the law.

Rule 22: Online Mediation (ODR) Scope

- (i) Where any agreement, submission or reference provides for mediation by VCDR or under VCDR Mediation Rules, a party can opt to conduct online mediation through digital platform, using *Vidhi Samadhan* or such other platforms as agreed by the parties.
- (ii) These Rules shall also apply to online mediation of present or future disputes where the parties seek amicable settlement of such disputes, under the VCDR Mediation Rules, or if they are covered under an ODR clause, where the parties have designated the VCDR Mediation Rules.

Rule 23: Initiation of Online Mediation

- (i) The initiating party can commence online mediation by serving a request for mediation to the Digital Administrator, providing the details of the initiating party so as to confirm his/her identity and also the details of the opposite party, which shall include the mobile number and email address.
- (ii) In the case of initiating a process under ODR, the initiating party can negotiate



directly with the opposite party through the online platform and if the negotiation fails, can commence online mediation.

- (iii) The parties can initiate online process from the beginning of the mediation process or at any stage of an offline mediation process and can also opt for processes comprising both online and offline elements.
- (iv) The process for appointment of mediator and the process of mediation is subject to the same due process standards that apply to that process in an offline context, as under these Rules.

Rule 24: Online Security and Presumptions

- (i) The digital platform used for online mediation should ensure the following features and safety measures —
 - a. Allow the parties to opt for textual communications – chat rooms, audio conferencing or video conferencing.
 - b. Allow the parties facilities for online waiting rooms, general discussion room and caucus rooms.
 - c. The entry to the rooms is restricted to registered parties only, with list of participants issued to all participating parties and password protected.
 - d. Ensure that communications are private and confidential and recording of any communication whatsoever, is not permitted.
- (ii) During online mediation, if a party is not able to get connectivity or if loses connectivity or faces interruptions during the mediation session, all the parties and the mediator shall be notified of the said fact by the Digital Administrator and the mediator or the Digital Administrator shall notify the disconnected party through digital notification on registered mobile phones or in their registered email address and seek the clarification from such disconnected party.
- (iii) Provided that if a party, without intimation, gets disconnected from an ongoing mediation session for fifteen continuous minutes or more, it shall be deemed as a connectivity issue.
- (iv) In case of such disruption of connectivity, the mediation session shall be kept in abeyance till such party reconnects in the platform.
- (v) If a party has not attended the mediation session as per the Invitation to mediate or as per the subsequent schedules on the online platform, it shall not prima-facie be considered as a refusal to mediate, but shall be presumed as a disruption or interruption in connectivity. The Mediator shall contact the non-appeared party through email, notification, telephone or any other recognized medium of communication and clarify the position. In case the party clarifies that (s)he is not interested to mediate or continue with mediation, or there is no response to



such email, within a period of 3 days, it shall be considered as a refusal to mediate and the proceedings shall be terminated.

- (vi) In online mediation, the parties and the mediator can make and sign the consent to mediate and the MSA online, using the online platform, if the contents are recorded in an electronic format and the same is accessible so as to be useable for subsequent reference, and also securing the identity of the person signing the document.
- (vii) Provided that once the signature has been affixed in the MSA, the system shall erase the signature from the online platform, so that it cannot be used again.

