



ACCORDS INTERNATIONAL
MEDIATION TRAINING
MANUAL

2022



LISTEN. EMPATHIZE. RESOLVE.

60-hour Accredited Foundation Learning Program in Mediation

Course Content

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Introduction by Course Directors

Welcome to the 60-hour Foundation Learning Program in Mediation by Accords International in collaboration with Mediation Academy, South Africa. This course has been accredited by ADR Register, Global Network Group, Amsterdam.

Accords International was conceptualized with the aim to design unique learning opportunities for conflict resolution. This course has been curated with the same objective. We intend to make conflict resolution a life-skill. This course is a confluence of certain extremely pertinent soft skills and some mediation process related specific skills. The flow of the course has been designed visualizing 'one step at a time' approach towards being a conflict resolution professional.

In our conviction, conflict resolution is not restricted to lawyers only. Hence, we motivate people from different backgrounds to join our training and learning programs. This is a distinctive characteristic of our programs and it gives an opportunity for sharing of information and experiences across different disciplines.

The aim of this course is to make the delegates learn the skills required to be a mediator, understand the process of mediation proceedings, practice these skills confidently and competently with us, and be able to build on these skills even beyond this course. To enable this, we rely on extensive roleplays and detailed feedback followed by final assessment by independent assessors who are revealed towards the end of program to ensure fairness.

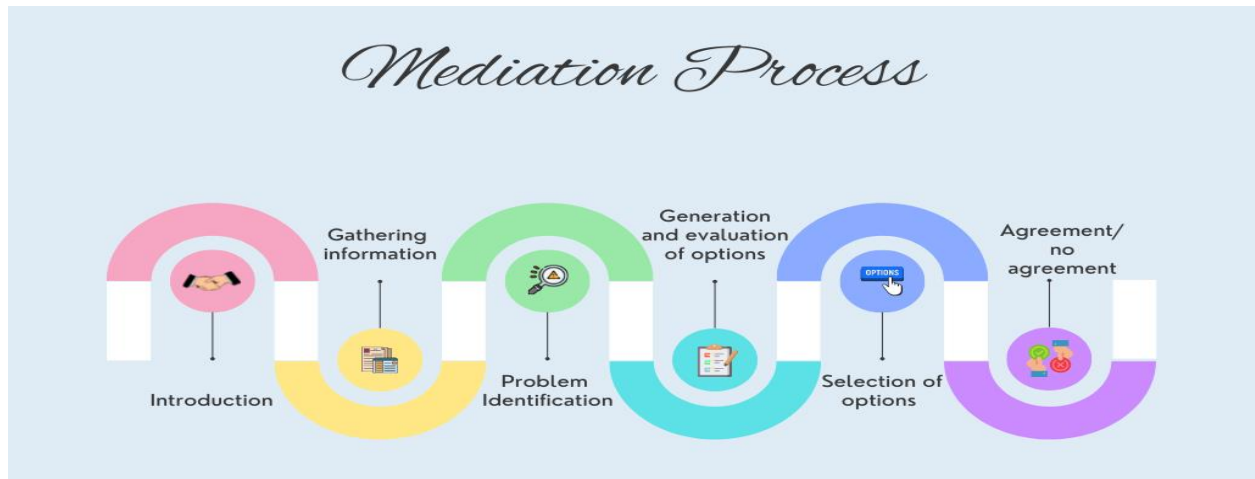
We look forward to training you and learning from you! We hope you enjoy all the sessions. We also request you to fill the feedback forms so that we also improve ourselves for future.

Happy learning!

Akanksha Marwah and Upasana Singh

Mediation Process

There is no straight-jacketed procedure of how mediation works but there are well-designed steps in the Mediation process. These steps are in themselves intelligent enough step-by-step guide the mediator towards the resolution.



Step 1 - Introduction

The mediator introduces themselves and asks for the parties' introductions. The mediator then goes into detail about what is mediation and how it works. In this situation, the mediator may additionally inquire as to the parties' consent to and authority to mediate. Additionally, mediator might encourage the participants to establish their own ground rules.

Objective: Introduction is done to make parties understand the process and be comfortable about it. It is an opportunity for the mediator to establish neutrality *i.e.*, they have no bias against any of the participants involved. It is important for the mediator to develop a rapport among the parties as it helps in

- Gaining the confidence and trust of the concerned parties.
- It helps in establishing a conducive environment for constructive negotiations throughout the mediation process and it helps the parties reach a settlement.

It is very important to establish good connections, as it helps the mediator in maintaining a smooth flow and control over the process during the process.

Points to remember, during this stage:-

- Giving an opening statement
- Greeting the parties and assigning them specific seats (if it is physical mediation)
- Introducing yourself and clarifying the participants' names
- Establishing an informal relaxed atmosphere
- Discussing confidentiality
- Clarifying doubts, if any

Step 2 - Gathering Information

After an introduction, the mediator asks the participants regarding their dispute. There is a possibility for information exchange between the participants. This can be done in group sessions first, followed by individual sessions. The participants may request private sessions, and the mediator may also initiate this if they feel it is necessary to go more into the issues at hand. In a joint session or a private session, the mediator should invite the participants to present their case, articulate their positions, and express their feelings (if needed).

Objective: It helps the mediator to gain information about participants, and their issues and interests. Mediator should actively listen here and make notes, if required, to understand the:

- Perspectives, relationships, and feelings.
- The facts and the issues.
- The problems, the obstacles, and the possibilities.

The mediator's responsibilities include remaining composed, encouraging the parties to communicate openly, and reining in interruptions and outbursts (if any).

In this situation, it is important to ask the right questions. These questions help mediators better comprehend conflict. If they think that not everyone has accurately identified and understood all of the pertinent facts and opinions, they give the mediator the chance to obtain more information.

There is no restriction on the number of sessions. Sessions can be held to collect additional information, including emotional aspects, sensitive and embarrassing topics,

the positions of the parties and the interests they seek to protect, their needs, concerns, and goals, as well as their points of agreement and disagreement, as well as their positions.

Points to remember during this stage:

- Restating the information and summarizing it to confirm that the mediator has understood the information correctly. This also helps parties to know that they were being heard.
- Active listening and taking notes, if required. Taking notes is completely optional. It is important to listen attentively and maintain eye contact. Instead of making detailed notes, the mediator may take notes only on negotiations.
- Paying close attention to behavior and body language of the parties. Non-verbal communication is as important as verbal communication.

Step 3 - Problem Identification

The mediator is better able to comprehend the participants' conflict as a result of the information gathered in the joint and private sessions. With this knowledge, mediators can guide the participants toward a resolution by ranking the concerns, emphasising areas of agreement, and concentrating on areas of disagreement.

Objective: It aids in determining the dominant problem that caused the disagreement. To delve deeper into the underlying concerns, the mediator can review the notes they took during the joint session or private sessions (if any). It is preferable to list points of agreement and disagreement in order to highlight them and help the parties organise their demands and issues in order to find a solution.

The mediator might also point out areas of agreement to remind parties of their accomplishments. It supports their continued motivation and optimism.

Points to remember during this stage:-

- Identify the prevailing issues between the participants
- Assist participants in prioritising their issues and demands
- Joint and private sessions can be conducted here as well

Step 4 - Generation and evaluation of options

Following the problem identification, the mediator is required to work with the participants to develop ideas and assess their viability. Mediator must remember that participants own the conflict and the resolution. They produce the solutions that work best for them. The mediator should not offer any recommendations. Here, they might make use of proper inquiries to inspire participants to be imaginative and think beyond the box.

Here, the mediator may also compel the participants to do a reality check and persuade them to put themselves in the other participant's position.

Objective: The goal of this agenda is to assist parties in developing and analysing potential agreements through a brainstorming session based on material provided to the mediator. It includes:

a. Creating options

The mediator in this situation encourages the participants to generate as many possibilities as possible, including workable, impossible, and even impractical options, to provide a wide range of chances to choose from. The mediator must consider the choices without making any conclusions. The sole responsibility of the mediator is to encourage participants to create options. Therefore, they should promote creativity, allow participants to think about and develop a variety of settlement concepts, and cultivate a flexible mentality.

b. Evaluating options

The goal of a mediator should be to facilitate. They should engage with the participants to analyse how feasible the options are. They must refrain from critiquing any proposed ideas. Instead, they must comprehend what is more and less acceptable to the participants. The mediator must remain on guard throughout this phase since new facts may come to light and the parties' underlying interests may change.

Points to remember, during this stage:

- Write down all the options
- Summarise each option
- Determine Workability
- Ask parties to try out interim or temporary agreements

- Be a lateral thinker.

Step 5- Selection of options

Based upon the assessment of all the options, the best option which suits all is chosen. Mediator shuffles between the participants to communicate the offers and help participants negotiate.

Objective: The mediator advises the participants to reach an agreement that will work for both of them. The mediator assists the participants in their negotiations until a settlement is reached that is acceptable to all participants. The mediator assists the participants in reaching an agreement that, in their opinion, will serve their fundamental interests.

Step 6 - Agreement/ No Agreement

This is the final stage where either the result is agreement or no agreement. It is to be remembered that mediation never fails. It is only the participants who are unable to come to an agreement.

In case of agreement, The participants work toward crafting an agreement after deciding on the terms of settlement. The mediator may ask the participants to take assistance from their respective attorneys to help them draw an agreement that is unambiguous.

With the mediator's aid, the participants sign their agreement in writing.

The mediator must acknowledge the participants for their cooperation and participation in the mediation process in their last remarks.

In case of disagreement, the case is returned to the referral court mentioning the inability of the parties to settle without any other details of the mediation proceedings.

In case it is pre-litigation mediation, parties are free to move to the court or approach any other mediator.

Points to remember, during this stage:

- Mediator must ask participants if there are any other issues
- They must request the participants to specify all the relevant terms pertaining to the resolution

What mediation is not

Mediation

Mediation is one of the methods of alternative dispute resolution (ADR) available to parties to dispute for finding amicable solutions. It is essentially an assisted-negotiation by a neutral third party, called a mediator.

Important point to remember

- To begin with, mediation is a voluntary process. Therefore, parties to dispute cannot be forced towards mediation.
- Further, even if they submit their dispute to mediation, they cannot be obligated to sit throughout. They are free to withdraw their consent.
- Furthermore, they cannot be forced to accept any offer. All participants are free to give their offers, negotiate and accept that offer which suits all.
- This ensures that the power over the settlement remains entirely with the parties.
- Any settlement cannot be finalised unless both parties voluntarily accept it.
- As a result, the mediator does not render judgments like a judge or an arbitrator. The mediator's job is to help the parties come to their own resolution of the issue.

What mediation is not?

Many people mistakenly believe that mediation is comparable to other procedures for resolving disputes where parties seek the assistance of third parties. But mediation is distinct from other processes due to its inherent qualities.

Mediation is not Arbitration

The arbitrator focuses on the legal rights and legal wrongs in arbitration. Whether the parties agree to it or not, the arbitrator's decision is enforceable. It has a 'win-lose' outcome similar to a court. It is comparable to how a judge renders a verdict in court, with the exception that it is private.

A mediator facilitates dialogue between the parties so that disputes can be resolved. This results in the de-escalation of differences, which are what cultivate conflict in the first place. The mediator aids in finding a middle ground between the parties. Therefore, neither side prevails. They each receive what they desire. Thus, neither a winner nor a loser exists.

Mediator is not an attorney for participants

Participants should not believe that the mediator is just one lawyer representing both parties to save paying for two lawyers. Since maintaining neutrality throughout the process is a key component of mediation, the mediator is unable to provide any of the participants with legal advice. Consequently, a mediator shouldn't be treated the same as a lawyer. This is a tough distinction that mediators must be extremely careful with.

Mediation is not a Compromise

Both parties of a disagreement are adamant about their positions when there is a conflict. They are adamant about demonstrating why they are correct, and the opposition is mistaken. It is generally believed that when a party suggests mediation, it is either ready to compromise or perceives that its case is weak. However, mediation encourages cooperation and the development of novel solutions that the parties would not have been able to come up with through the legal system.

The mediator assists the parties in identifying their core interests. They encourage the parties to think creatively and creatively when using them. It makes parties accountable for their decisions, issues, and resolutions.

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Opening Statement and its Checklist

Opening Statement is not just a formality but an opportunity to create trust amongst the parties to mediation. There is well-identified information which needs to be shared with the parties. The purpose of sharing this information with the participants is to make them comfortable and acquainted with the process.

Mediator should prefer to cover all the points within 3-4 minutes.

In an opening statement following items must be addressed in an issue statement:

- a. Welcoming
 - i. Introduction of the Mediator
 - ii. Introduction of parties and Salutations
- b. Preliminary information and health safety rules (in case there is in-person mediation)
 - i. Fire alarm, Exits, Evacuation
 - ii. Restroom, Coffee/Tea machine, Water cooler
 - iii. Total time and Comfort breaks
- c. Preliminary information and health safety rules (in case there is online mediation)
 - i. Request parties to keep camera on
 - ii. Request parties to keep audio off when they are not talking
 - iii. Request the parties to not have anyone around during the time mediation takes place
- d. Ensuring the parties have authority to settle and establishing
 - i. Asking them about mediation agreement
 - ii. Asking if the parties have authority to negotiate and settle
- e. Building a rapport by describing centre/mediator
 - i. Inform parties about your neutrality

- ii. Inform them that you will give equal time to both
 - iii. Inform them that you respect them equally
 - iv. Inform them that you are not a judge but only a facilitator to enable communication between the participants
 - v. Inform them that you are not supposed to give them any legal advice
- f. Explain the nature and scope of mediation
- i. Voluntariness of the process
 - ii. Double layer confidentiality of communication:
 - 1. Mediator cannot share any information beyond the mediation table
 - 2. In private sessions if any information is shared by the participants, the mediator will confirm from the parties if mediator should share this information with the other participant
 - iii. Destruction of notes, if at all taken during the process
- g. Mediation process
- i. Gathering of information in open joint session
 - ii. Entering into private session as and when required by parties or mediator
 - iii. Playing role of devil's advocate
- h. Setting principles for the parties
- i. Respecting the parties
 - ii. Speaking only when their turn comes
 - iii. Not interrupting while others speak
 - iv. Being polite to each other

Remember: Maintain eye contact. It builds trust, gives confidence and shows credibility.

Example of Opening Statement

Hi! I welcome all of you to today's mediation proceeding. I am _____ and I will be your mediator. Please use my first name while addressing me. First of all, I would like to appreciate the fact that you chose mediation to solve your issue.

I would like you to introduce yourselves and please let me know how I should address you.

(Thank them once they introduce themselves)

Since this is an online mediation, I would request you to keep your cameras on and not to have anyone except you in the room to maintain confidentiality.

Our meeting's goal is to assist you in communicating your interests and if we come to a mutually agreeable settlement to end this issue, well and good.

Before we begin with what mediation is and how it works, let me confirm that you have signed an agreement to settle via mediation. I would also like to ask whether both of you have complete authority to negotiate and settle in the mediation proceeding. (Once they confirm...) Thank you. Since you have signed an agreement to mediate, I am sure you must be knowing what it is. Let me just share that in brief. Mediation is a voluntary process. This means I need your permission to proceed. In case you do not want to take a further step towards mediation, you can withdraw at any time. However, I would request you to give me 5 minutes to explain why you want to withdraw.

It is confidential and we are all bound by a double layer of confidentiality. This means that issues that we deal with on the mediation table will not be shared with any other person who is not a participant to the mediation. Secondly, if any one of you shares any information in a private session, I will not share that information to the other party without your consent. Here, it would like to take your permission to ask difficult questions during the private sessions and play devil's advocate, if required.

Regarding the process, we will start with a joint session first. I would request you to share all information about this conflict. Then, we can move to private sessions, as per your need or if I think we need it for better understanding of the issues. During the sessions, after you share, I will summarize that so that I know that I have understood it correctly. Any notes that I take during today's procedure will be shredded. After understanding the issues, we would move towards finding a solution. Here I want to mention that I will only control the process. The outcome is in your hands. My role as a mediator today is to facilitate the mediation procedure and not act as a judge or attorney. I would not be offering any legal advice to either of the parties as my role is that of a neutral in today's mediation proceedings.

Throughout the session, I would be a neutral third party which means that both the participants are equally important to me. It would be my endeavour to give you an equal amount of time.

Please let me know in case you have any questions.

Thank you.

Last thing before we proceed to the join session, in my previous mediations, participants have preferred setting some ground rules for effective conduct of mediation proceedings. Like only one person speaks at once and no one interrupts while the other is sharing. If you have anything to say, please make a note and share it during your turn. Further, we are polite to each other and respect the other participant. Do any of you want to add any additional rules?

Thank you

Let me say that every mediation process is unique and this one is yours. You determine where it goes.

I would like to invite both of you to state your opening facts and information in brief. Any one of you can start.

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Peer Review Sheet for Opening Statement

Trainee Name: Assessor Name: Date:		Your comments
Welcome & Introduction	<ul style="list-style-type: none"> ● Verification of Names and Salutations ● Eye Contact ● Impartiality 	
Preliminary & Health safety rules (In-person)	<ul style="list-style-type: none"> ● Fire alarm, Exits, Evacuation ● Restroom, Coffee/Tea machine, Water cooler ● Total time and Comfort breaks 	
Building Credibility	Description of the centre/Mediator	
Authority to settle and establishing stakeholders	<ul style="list-style-type: none"> ● Mediation Agreement ● Authority to negotiate and settle ● Equal Treatment 	
Nature and Scope of Mediation	<ul style="list-style-type: none"> ● Confidential and without prejudice ● Any notes taken ● This is a voluntary process ● 5-minute rule and documents 	
Role	<ul style="list-style-type: none"> ● Assistance/ Facilitation ● Not a judge or attorney ● No legal advice- Neutral 	
How will it work?	<ul style="list-style-type: none"> ● Joint/Private Session ● Double layer of confidentiality ● Equality ● Play devil's advocate 	
Housekeeping rules	Only one person speaks at once; and we are polite to each other.	
Who will begin		

Communication

Communication in mediation cannot be restricted to just 'talking and hearing'. During the mediation process, an effective communication between the parties and the mediator is essential. It takes place when a message is conveyed, in the manner in which one wants to convey, and the message is received from someone as intended to have been received by the sender.

The mediator must be cautious of both verbal and non-verbal communication.

Verbal communication is conveying a message through spoken words, while non-verbal communication is conveying a message without the use of words, methods such as written communication, body language, tone, attitudes, facial expression, and similar methods.

It is the duty of the mediator to ensure that the participants to the mediation are able to communicate their issues, interests, thoughts, and feelings. For this, the mediator must ensure that all the barriers in communication are eliminated to the fullest.

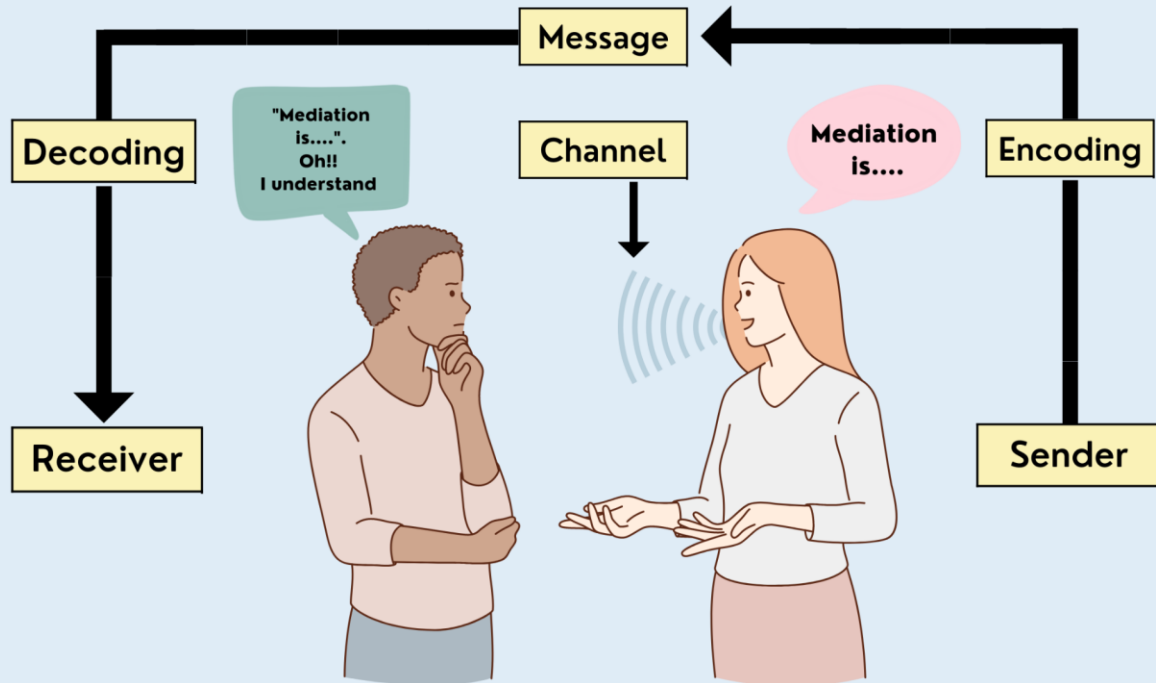
Some of the barriers to effective communication are:

- **Physical Barrier:** Mediation is a safe space where participants are expected to share their issues, interests, freely for their better resolution. Lack of a peaceful and friendly environment and the presence of third parties or unwanted participants who threaten a free share which may inhibit the participant to express their opinions and may affect communication throughout the mediation process.
- **Emotional Barrier:** The feelings of animosity, inferiority, superiority, guilt, fear, suspicion, ego, bias can prevent the participants from sharing their opinions, issues, interests, freely. Attitudes of one participant can create noise in effective communication.

Other barriers may include, language barrier, use of jargons, lack of technical understanding of the issue, physiological barrier, *etc.*

It is important for the emotional barriers and physical barriers to be kept into consideration during the mediation process as it can greatly affect communication during the mediation process.

COMMUNICATION PROCESS



AGENTS DURING A COMMUNICATION PROCESS: -

Receiver- person who receives the message

Sender- person who receives the message

Channel- the medium through which a message is transmitted.

Message- thoughts/ feelings/ ideas/ emotions/information/intent is conveyed

Encoding- transforming message into a form for the receiver to decode.

Decoding- understanding the message

Mediation and Communication

The purpose of the mediation is to direct the participants towards a holistic resolution of the dispute. Unless the communication is free from all types of noises, the participants will not be able to bring all the issues to the table.

Hence, effective communication is quintessential for mediation, a mediator has to possess following skills:

- Being an active listener
- Have appropriate body language, confident yet receptive
- Ability to ask the right questions
- Be empathetic yet neutral

Active listening helps the mediator listen, observe and feel what the participants have been going through. It enables them to listen to the facts, the feelings, said and unsaid, including the body language, flow of conversations, and reactions.

Active listening on the part of the mediator not only helps the mediator understand the parties and their interests better but also facilitates in building trust. This also enables the mediator to ask the right questions to seek more information for better resolution. Putting right questions is an effective tool to clarify interests of the parties.

While communicating with the participants, the mediator should be empathetic while maintaining neutrality. Empathy of the mediator is the ability to understand, appreciate and share the feelings and needs of the participants. Empathy helps the mediator to make the speaker feel at ease, thus helping the speaker in being more practical rather than being emotional.

Useful Questions in Mediation

1. Questions Mediator can ask themselves prior to Mediation:

- a. After reading the materials provided by the parties am I adequately informed and still neutral about the issues?
- b. Am I confident about my role and my ability to mediate this dispute effectively and properly?
- c. What am I not here to do?
- d. Is there any signed Mediation Agreement?
- e. Are there any papers/documents?
- f. Do they need a pre-meeting?
- g. Do i have time to prepare?
- h. Should I send an email?
- i. Is there any conflict of interest

2. Questions Mediator can ask the lawyers prior to Mediation (in case you are meeting them):

- a. What are the main issues at hand?
- b. Do you have any questions about my role or the mediation process?
- c. Is there a business or other relationship between the parties that your client wants to preserve?
- d. What is the status of the dispute?
- e. Is counsel aware of any emotional or trigger issues on either side?
- f. Are there any special precautions necessary to ensure a safe mediation environment?

3. Questions to the parties that can be asked after opening statement:

- a. What would help you achieve your goals?

- b. Thinking about participating in this process, what are your expectations?
 - c. Do you have any questions about what will happen today, or about my role?
 - d. What would you like to know about mediation or its process?
 - e. What will help you participate actively and effectively?
 - f. Is there anything that might make it difficult for you to participate fully and confidently?
- 4. Questions to help bring out new ideas and gain clarity about issues and possible solutions:**
- a. Is there anything that you would like to ask the other party?
 - b. What information can help the other party to understand your concerns?
 - c. What will help you to make a decision?
- 5. Questions to deepen the parties' awareness about their own needs and concerns, or those of the other party:**
- a. What do you think the other party needs to hear from you (or, you from the other party)?
 - b. Are you getting the opportunity to say what's important to you in order for you to present ideas and respond to comments and proposals from the other party?
 - c. If you think you are being listened to and understood, what is the other party doing to help make that happen?
 - d. If you think you are not being listened to and understood, what might the other person do differently?
 - e. What helped you to see the situation differently?
- 6. Exploratory questions**
- a. How does this information help you better understand the situation, and

how you want to deal with it? What more do you need?

- b. What do you think the other person needs most from you?

7. Questions a Mediator can ask the counsel during the mediation

- a. What are your/your client's goals for this mediation?
- b. What would help you achieve your goals?
- c. What are the obstacles to resolving the dispute?
- d. What do you need to learn from the other party(ies)?
- e. Can you think of any creative ways to resolve this dispute?

8. Questions a Mediator ought to ask themselves during the mediation

- a. Whether I have listened carefully to the parties and their counsel so that I can facilitate their negotiations?
- b. Whether I have maintained impartiality?
- c. Whether I've used all the tools available to facilitate the parties' self-determination of a negotiated settlement?
- d. Is there anybody who is not talking?
- e. Do all of them have authority to settle?
- f. Why are they really stuck?
- g. What seems to be important to the participants?
- h. Is my body language neutral?
- i. Can I say anything that might help?
- j. Have I balanced the time that I have spent in the private sessions?

9. Few other questions in Facilitative Mediation:

- a. Can you tell me more?
- b. How did that happen?

- c. What does this/that mean for you?
- d. How do you feel about.....? (dispute)
- e. How do you feel about.....? (other party- USE name)
- f. Are you both comfortable talking to each other this way?
- g. What do you need? Or What do you want (this digs deeper)
- h. What does that look like for you?
- i. Are there other options?
- j. Is there anything else? Or And what else? (Follow up)
- k. Have you given any thought to.....?
- l. What is the best case and/or worst-case scenario for you?
- m. What do you think is most likely to happen?
- n. Are you willing to take another view at this issue?
- o. What is the real challenge for you? (this can be asked when the party is starting)
- p. What is important for you that has not been addressed?
- q. What do you really want from the resolution of this dispute?
- r. If you could achieve only one thing from this mediation what could that be?
- s. If this matter went on trial, what are your expectations?
- t. What is the strongest (or weakest) part of your case?
- u. What is the strongest (or weakest) part of the other party's case?
- v. What can the judge pick up in your case?
- w. What is the range of possible outcomes at trial?
- x. What has stopped a settlement till date?
- y. Is there anything else that would be helpful for me to know?
- z. What do you think the other party wants the most?

Keep these handy: 5Ws and H
What – Where – When – Who – Why – How
Source: London School of Mediation

ACIN PANEL AGREEMENT TO MEDIATE

Name of Case

AcIn Reference No.

This Agreement to Mediate is entered into, on this the ____ day of September, 2022

BETWEEN:

1. _____, son/daughter of _____, aged ____ years, residing at _____, HEREINAFTER called the FIRST PARTY;

AND

2. _____, son/daughter of, aged ____ years, residing at _____, HEREINAFTER called the SECOND PARTY;

WHEREAS, some disputes have arisen between the parties in respect of _____, the said transaction having taken place in _____ under the laws of _____;

AND WHEREAS, both the parties agreed that they would first try to resolve the disputes through mediation;

AND WHEREAS, both parties agreed to an online mediation and to the appointment of _____, empanelled with AcIn as the Mediator;

1. The parties declare that they have voluntarily agreed to take part in the mediation proceedings and have agreed to _____, acting as their Mediator.
2. Since the entire mediation will be online, the parties and their counsel hereby agree to abide by the rules set out in the Schedule to this agreement.
3. The parties 1 and 2 hereby agree and declare that they and their respective authorized representatives and counsel shall keep the entire mediation proceedings confidential.
4. The parties 1 and 2 and their respective authorized representatives and counsel hereby declare that their participation in the mediation is without prejudice to their rights and obligations existing under the applicable laws of _____ until the parties reach a final settlement agreement in writing and signed by both

the parties. In such event, the parties agree to be bound by and honor the terms, conditions, and covenants of the final settlement agreement.

5. The parties 1 and 2 agree that no admissions made, proposals exchanged, or discussions held in the mediation shall be binding upon them unless the same are part and parcel of the final settlement agreement that may be reached between the parties.
6. The parties agree to take part in the mediation in utmost good faith and cooperate with the Mediator in the conduct of the process and abide by the rules of process and etiquette prescribed by the Mediator.
7. The parties further that the laws of _____ shall be applicable to the settlement agreement that may be reached between the parties.
8. The parties agree to the following terms with regard to the fees payable to the mediator:
 - a. One-time retainer fee (non-refundable) :
 - b. Fee per session of one hour or part thereof :
 - c. Administrative expenses (non-refundable) :

The retainer fee and administrative expenses shall be paid before the start of the mediation proceedings. A 3-hour session fee will be payable in advance before the start of each session. The fees and expenses shall be shared by the parties equally.

9. The mediation proceedings shall be conducted online, and dates and timings shall be fixed based on the mutual convenience of all concerned.

SIGNED, SEALED AND DELIVERED ON:
ON:

SIGNED, SEALED AND DELIVERED

BY:

BY:

FIRST PARTY

SECOND PARTY

AcIn Rules of Mediation

These rules will commence from the date when the parties decide to bring their dispute to mediation and sign the Agreement to Mediate.

1. In these rules, unless the context otherwise requires-

- i. 'AcIn' means Accords International. It facilitates mediation through its panel of mediators.
- ii. 'Mediator' means a person empaneled with Accords International as a mediator. The mediator is not an employee of AcIn and is an independent contractor engaged and appointed by the parties. The mediator will not give a decision or provide legal or professional advice to the parties or any of their representatives taking part in the process.
- iii. 'Parties' mean the disputing parties or their authorized representatives, duly authorized by a Power of Attorney or through a Board of Resolution or otherwise.
- iv. 'Counsel' means the lawyers representing the interests of the parties at mediation.
- v. 'Agreement to Mediate' means a legally binding contract to mediate, prepared by AcIn, parties, their representatives, and the mediator. This agreement is executed prior to the commencement of the mediation. It contains provisions regarding the process of Mediation, confidentiality, impartiality, neutrality, privilege, liability, and the duties and obligations of each party to each other and the mediator and mediator's duties to AcIn and the parties.
- vi. 'Settlement Agreement' means a document signed by the parties or their representatives before the conclusion of the mediation. It contains the terms and agreements arrived at between the parties and is intended to be legally binding.

2. Commencement of mediation:

- i. Parties requesting mediation must file with AcIn requesting a mediator.
- ii. In case only one/some parties file a request to mediate then they can request AcIn to approach the others.

- iii. Upon receipt of request to mediate by the parties, AcIn shall appoint a Mediator from its panel. AcIn will notify the parties about its appointment of the Mediator and the date and time of the first mediation session. AcIn may suggest co-mediation for certain disputes if the parties agree.
- iv. In case all the parties do not agree to sign the Mediation Agreement, all the parties and the mediator will be informed.
- v. All mediations shall be held at the place and using the mode preferred by parties.
- i. Any person, empanelled with AcIn, and appointed as mediator in a dispute shall prior to their appointment inform AcIn about any conflict of interest that may affect their impartiality or neutrality. If such a conflict of interest is identified after the appointment or any time during the mediation:
 - a. Parties can choose to continue with the appointment. In this case, parties shall sign an undertaking in this regard.
 - b. Parties may choose to request for appointment of another Mediator.

3. The mediation is private and confidential.

- i. Every party and their legal representatives agree that all the offers, discussions, admissions, claims, statements, and notes, made during the course of the mediation or pursuant to the mediation, by any party or its agent or by the mediator are “without prejudice” and for the purpose of this mediation only.
- ii. Parties/ their counsel / their legal representatives shall not rely on or introduce any document or statement made in the course of mediation in any judicial, legal, arbitral proceeding whether or not such proceedings relate to the dispute or the subject matter of the mediation.
- iii. Parties/ their counsel/ their legal representatives shall not attempt to call upon or compel the Mediator, co-Mediator, technical expert, interpreter, AcIn staff, or any other participant in the mediation proceeding, bound by the agreement of confidentiality to testify or to reveal any information or document received during the mediation in any legal, arbitral or judicial proceeding involving any one or more of the Parties or relating in any way to the subject matter of the Mediation.

- iv. Any notes made by the mediator or the parties are confidential and shall be destroyed after the completion of the mediation.
- v. Parties agree that evidence, otherwise admissible or discoverable shall not become inadmissible or barred from disclosure solely by reason of its introduction or use in mediation.

4. Mediation principle and process

- i. Mediators will ensure that all the parties and their representatives understand the mediation process, their role, the role of the mediator, the terms of the Agreement to Mediate, and the enforceability of the settlement agreement.
- ii. The parties and their representatives agree that they are joining the mediation with full authority to settle.
- iii. The mediator will conduct the mediation process non-judgmentally by exploring the interests, needs, and concerns of the Parties allowing them to generate options for a mutually agreed resolution.
- iv. The mediator will ensure that all parties are aware that they have an equal opportunity to engage in pre-mediation and during mediation private communications with the mediator.
- v. Parties agree to make a brief statement explaining what they wish to achieve from the process and undertake that they are participating in good faith.
- vi. Parties agree that the mediator can meet with each party and its legal representative or counsel (caucus) during mediation if the mediator considers that it will aid the process.
- vii. Mediators will conduct the process with attention to procedural fairness to all parties. The parties must have equal opportunity to be heard, to be involved in the process, and to have the opportunity to seek and obtain legal or other counsel before finalizing any resolution.
- viii. The mediator will take reasonable steps to prevent any misconduct that might invalidate an agreement reached or create hostility. Parties shall agree that there shall be no electronic recording by any means of the mediation. Parties may make notes but this shall be destroyed after completion of the mediation.

- ix. Mediator will not advise any person, give legal advice, or draft or sign the settlement agreement. The Parties will rely on their own counsel or legal representatives for legal or professional advice and drafting the agreement.
- x. In case of online mediation:
 - a. The mediation sessions will be scheduled on the Zoom platform or any platform decided and provided for by the parties.
 - b. The parties agree that other than the participants who are permitted to join the mediation no one else will be allowed by the parties in the meeting room.
 - c. Private sessions/caucuses will be held in breakout rooms.
 - d. Audio or video recordings or screenshots, by any means whatsoever, of the proceedings are strictly prohibited. Any such recordings shall be deemed unauthorized and not admissible in any legal proceedings or other legal forums.
 - e. Confidential documents and information shall be shared with the Mediator only during the private sessions or by emailing the same to the Mediator.
 - f. Parties and counsel shall strictly observe online etiquette. The following housekeeping rules shall be observed by all attendees:
 - 1. One person will speak at a time.
 - 2. When any one is speaking, the others shall keep their audios muted.
 - 3. No strong or abusive language shall be used, nor any offensive content shared online.
 - 4. Chat option will be used to communicate any general information pertaining to the proceedings. No private chat will take place between the parties or counsel except with the Mediator.
 - 5. Parties will be allowed to use the screen sharing option to display any document.
 - 6. All attendees will be appropriately dressed while attending the mediation proceedings.

7. All attendees will ensure that their videos are kept on during the proceedings except when any one is taking a break, which shall be communicated over chat to the Mediator.
8. All attendees will ensure that there is sufficient lighting in the room and the videos are clearly visible to all.
- g. In the case any of the attendees losing connectivity, the Mediator will be informed of the same over the phone and if the attendee is unable to join within 15 mins. The proceedings will be adjourned to another suitable date.

5. The termination of mediation-

- i. Whatever style or process is used in mediation it shall be terminated.
- ii. The mediator will ensure that the parties understand that they may withdraw at any time by communicating their wish to the mediator.
- iii. The mediation proceeding can be terminated when:
 - a. A Party (ies) withdraws from the mediation;
 - b. Mediator withdraws from the mediation at his/her discretion
 - c. A written settlement agreement is concluded.
 - d. No agreement has been reached in the time available and it is either impracticable to take further time, unless the parties and the mediator agree to adjourn the mediation;
- iv. On termination, the mediator and the parties shall destroy any note taken during the course of mediation.

6. Settlement Agreement

- i. A settlement agreement reached by the Parties during the course of mediation becomes contractually binding when it is reduced to writing and signed by or on behalf of the parties (their counsels can also sign).
- ii. The mediator will not draft or sign the agreement.

7. Waiver and Exclusion of Liability

Neither AcIn nor its officers, employees, or staff nor any Mediator(s) at AcIn will be liable to any Party(ies), Counsel or Participant(s) for any alleged act or omission in connection with any mediation conducted under these Rules.

8. Fees and Cost

- i. Unless otherwise agreed by the Parties in writing, the cost of mediation including but not limited to the appointment of a co-Mediator, technical or other experts and advisors shall be borne by the Parties in equal proportion. In case only one Party engage technical or other expert and advisor separately then that party shall bear the cost.
- ii. The parties will bear the cost, unless otherwise agreed between them, of the venue, any travel done by the Mediator to reach that venue, accommodation, additional cost, overtime at an hourly rate of, and any other costs and expenses of preparing for and attending the Mediation.

9. Legal Affect and Governing Laws

The mediation process shall be governed by and be conducted in accordance with the laws of India. The Courts in India shall have exclusive jurisdiction in relation to all matters related to AcIn or the mediation at AcIn, the process or the conduct of the Mediator during the mediation.

10. Interpretation and Amendment of Rules

Interpretation of these Rules shall be made solely by AcIn.

Dated at _____ on this the _____ of _____, 2022

FIRST PARTY

SECOND PARTY

Model Settlement Agreement

Date

Parties

.....(Party A)

Address.....¹

.....(Party B)

Address.....

.....(Party C, etc)²

(jointly **‘the Parties’**)

Facts and background:³

- The Parties have been in a dispute in relation to [set out brief facts⁴] (hereinafter referred to as ‘the Dispute’)⁵
- The Dispute has been the subject of this mediation (‘the Mediation’) conducted under an agreement (‘the Mediation Agreement’) between the Parties and [.....] (‘the Mediator’) and (name of the organization empanelling the mediator, if any);
- The Parties have agreed to settle the Dispute on the terms set out below (‘the Settlement Agreement’);

Mediated Settlement Agreement

The parties hereto agree that any lawsuit, proceeding, and all related claims and controversies between them are hereby settled in accordance with the following terms:

1. The parties acknowledge that bona fide disputes and controversies exist between them, and they desire to settle all claims/ causes of action/ issues/ disagreements of any kind whatsoever in respect of the Dispute. It is further understood and agreed that this is a settlement of the Dispute, and nothing contained herein shall be construed as an admission of liability.
2. Each signatory⁶ warrants and represents that:
 - i. Such person has authority to bind the party or parties for whom such person acts.

¹ Not mandatory. However, it is better to add address to avoid any confusion with respect to identity.

² Note that the mediator should not be a party or even a witness to the settlement agreement.

³ The facts and background are introduced in the very beginning to outline the central and relevant points in dispute and to highlight the mutual interest of both parties to resolve it.

⁴ It is not necessary to state the facts in detail.

⁵ It is important to establish a hierarchy of points of dispute. Ranking of points in dispute should be done from the perspective of the parties and also on the basis of logic, law, and social norms. Also, the ranking of disputes may aid the full construction of the mediation agreement by ensuring that no point is left.

⁶ The mediator’s obligation is, first and foremost, to clarify the capacity to take part in a mediation proceeding and authority to take decisions of the parties signing the agreement.

- ii. The claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting the same, have not been assigned, transferred or sold, and are free of any encumbrance.
3. 7[A will deliver to B at by not later than 4 o'clock on (date)]⁸
4. [B will pay to A by not later than 4 o'clock on 25 December by direct bank transfer to bank account number.....]
5. [Any other terms]
6. Except for the agreements set forth herein, the parties hereby release each other from all claims, counterclaims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, as of this date, arising from or related to the events and transactions which are the subject matter of the Dispute.
7. This Agreement is in full and final settlement of any causes of action whatsoever which the Parties [and any subsidiaries of the Parties] have against each other in respect to the Dispute.⁹
8. If any dispute arises out of this Agreement, the Parties will attempt to settle it by mediation before resorting to any other means of dispute resolution. To initiate any such mediation a Party must give notice in writing to the Mediator and to (the empanelling organization). Insofar as possible the terms of the Mediation Agreement will apply to any such further mediation.
9. Although the mediator has provided a basic outline of this Settlement Agreement to the parties' counsel as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement. All signatories to this Settlement Agreement hereby release the Mediator from any responsibility arising from the drafting of this Settlement Agreement, and by signing this Settlement Agreement acknowledge that they, or their attorneys, have been advised by the mediator in writing that this Settlement Agreement should be independently reviewed by counsel before executing the Agreement.
10. The Parties will keep confidential and not use for any collateral or ulterior purpose the terms of this Agreement except insofar as is necessary to implement and enforce any of its terms or as otherwise agreed in writing by the Parties.

⁸ Be as specific as possible, for example, how, by when, etc.

⁹A careful check should be made as to whether there are any other possible outstanding causes of action between the Parties which can safely be compromised (or ought not to be compromised) in this way.

11. This Agreement shall be governed by, construed and take effect in accordance with [law of the land]. The courts of [country] shall have exclusive jurisdiction to decide any claim, dispute, or matter of difference which may arise out of, or in connection with this agreement.¹⁰

Signed¹¹.....

for and on behalf of ¹².....

for and on behalf of ¹³.....

This Model Agreement (and accompanying consent order) is for guidance only. Any agreement based on it will need to be adapted to the particular circumstances and legal requirements of the settlement to which it relates. Wherever possible any such agreement should be drafted/approved by each party's lawyer. Although the mediator may occasionally be involved in helping the parties to draft acceptable terms, the mediator is not responsible for the drafting of the agreement and should never be a party to it.

¹⁰ Usually not necessary where parties are located in same country and subject matter of agreement relates to one country

¹¹ The mediator should ensure that no party is signing an agreement out of spite, to buy peace, or just to get the conflict over with. Also, in cases of unequal bargaining power the mediator should ensure that the disadvantaged party is not resigning with less. This extra caution can limit the possibility of a disappointing agreement.

¹² Not necessary where the party signing is an individual

¹³ Not necessary where the party signing is an individual

Mediator Assessment Sheet

	Name of Trainee- Assessor name Date- October 2, 2022			
S.No.	Category	Core Skills	Comments	Marks (Max 20 per category)
1	Administration	Meeting and Welcome Names and Roles Health and comfort How will it work? Mediator's Role Who will all attend? Parties Role Authority to settle + Voluntary Keeping informed Preparation (notes) Witnesses and observers		
2	Process	Opening Mediation agreement (Read & Signed) Opening Statements (Mediator & Parties) Issues/Facts/perceptions Safe environment Management (Control of process) Summarizing Reflecting/ clarifying Venting (If any) Time/ Momentum/ Flexibility Private sessions Transmissions of offers Closing/ Next Steps Settlement		
3	Ethics	Confidentiality Without prejudice Sensitivity Equality and impartiality		

		Power imbalance (If it arises) Personal values Preserve autonomy Honesty Code of conduct Termination (if it arises)		
4	Soft skills and Facilitation	Active listening Silence Neutral language Appropriate language Trust/ Support Interaction Position to Interest + Needs Manage relationships Open ended question Closed questions Probing questions /Devil's Advocate Reality Testing Reframing Body language Breaking impasse Enthusiasms		
Total (out of 80)*				

- * Remaining 20 are distributed between
- Recorded Opening Statement
 - Active Participation throughout sessions and filling feedback forms

Laws on Mediation

THE CODE OF CIVIL PROCEDURE, 1908

Department: Legislative Department

Chapter: 5 (SPECIAL PROCEEDINGS)

Section	Provisions of the Act
89	<p data-bbox="446 680 1112 716">Settlement of disputes outside the Court</p> <p data-bbox="446 751 1414 1077">(1) Where it appears to the Court that there exist elements of a settlement which may be acceptable to the parties, the Court shall formulate the terms of settlement and give them to the parties for their observations and after receiving the observations of the parties, the Court may reformulate the terms of a possible settlement and refer the same for :— (a) arbitration; (b) conciliation; (c) judicial settlement including settlement through Lok Adalat: or (d) mediation.</p> <p data-bbox="446 1115 987 1150">(2) Where a dispute has been referred—</p> <p data-bbox="446 1188 1377 1350">(a) for arbitration or conciliation, the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) shall apply as if the proceedings for arbitration or conciliation were referred for settlement under the provisions of that Act;</p> <p data-bbox="446 1388 1414 1591">(b) to Lok Adalat, the Court shall refer the same to the Lok Adalat in accordance with the provisions of sub-section (1) of section 20 of the Legal Services Authority Act, 1987 (39 of 1987) and all other provisions of that Act shall apply in respect of the dispute so referred to the Lok Adalat;</p> <p data-bbox="446 1629 1414 1833">(c) for judicial settlement, the Court shall refer the same to a suitable institution or person and such institution or person shall be deemed to be a Lok Adalat and all the provisions of the Legal Services Authority Act, 1987 (39 of 1987) shall apply as if the dispute were referred to a Lok Adalat under the provisions of that Act;</p>

	(d) for mediation, the Court shall effect a compromise between the parties and shall follow such procedure as may be prescribed.]
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Order: X (Examination of Parties by the Court)

Section	Provisions of the Act
1	Ascertainment whether allegations in pleadings are admitted or denied. —At the first hearing of the suit the Court shall ascertain from each party or his pleader whether he admits or denies such allegations of fact as are made in the plaint or written statement (if any) of the opposite party, and as are not expressly or by necessary implication admitted or denied by the party against whom they are made. The Court shall record such admissions and denials.
1A	Direction of the court to opt for any one mode of alternative dispute resolution. —After recording the admissions and denials, the court shall direct the parties to the suit to opt either mode of the settlement outside the court as specified in sub-section (1) of section 89. On the option of the parties, the court shall fix the date of appearance before such forum or authority as may be opted by the parties.
1B	Direction of the court to opt for any one mode of alternative dispute resolution. —After recording the admissions and denials, the court shall direct the parties to the suit to opt either mode of the settlement outside the court as specified in sub-section (1) of section 89. On the option of the parties, the court shall fix the date of appearance before such forum or authority as may be opted by the parties.

1C	Appearance before the court consequent to the failure of efforts of conciliation. —Where a suit is referred under rule 1A, and the presiding officer of conciliation forum or authority is satisfied that it would not be proper in the interest of justice to proceed with the matter further, then, it shall refer the matter again to the court and direct the parties to appear before the court on the date fixed by it.
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Order: XXVII (Suits by or against the Government or Public Officers in their Official Capacity)

Section	Act
5B	Duty of Court in suits against the Government or a public officer to assist in arriving at a settlement. — (1) In every suit or proceeding to which the Government, or a public officer acting in his official capacity, is a party, it shall be the duty of the Court to make, in the first instance, every endeavour, where it is possible to do so consistently with the nature and circumstances of the case, to assist the parties in arriving at a settlement in respect of the subject-matter of the suit. (2) If, in any such suit or proceeding, at any stage, it appears to the court that there is a reasonable possibility of a settlement between the parties, the Court may adjourn the proceeding for such period as it thinks fit, to enable attempts to be made to effect such a settlement. (3) The power conferred under sub-rule (2) is in addition to any other power of the Court to adjourn proceedings.

THE HINDU MARRIAGE ACT, 1955

Department: Legislative Department

Chapter: 28 (SPECIAL COURTS & JURISDICTION AND PROCEDURE)

Section	Provisions of the Act
14(2)	<p>No petition for divorce to be presented within one year of marriage</p> <p>(2) In disposing of any application under this section for leave to present a petition for divorce before the 3 [expiration of one year] from the date of the marriage, the court shall have regard to the interests of any children of the marriage and to the question whether there is a reasonable probability of a reconciliation between the parties before the expiration of the 4 [said one year].</p>
23(2)	<p>Decree in proceedings</p> <p>Before proceeding to grant any relief under this Act, it shall be the duty of the court in the first instance, in every case where it is possible so to do consistently with the nature and circumstances of the case, to make every endeavour to bring about reconciliation between the parties</p>
23(3)	<p>For the purpose of aiding the court in bringing about such reconciliation, the court may, if the parties so desire or if the court thinks it just and proper so to do, adjourn the proceedings for a reasonable period not exceeding fifteen days and refer the matter to any person named by the parties in this behalf or to any person nominated by the court if the parties fail to name any person, with directions to report to the court as to whether reconciliation can be and has been, effected and the court shall in disposing of the proceeding have due regard to the report.</p>

THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

Department: Insurance Regulatory & Development Authority

Chapter: 5 (THE REAL ESTATE REGULATORY AUTHORITY)

Section	Provisions of the Act
32	<p data-bbox="451 600 1424 800">Functions of Authority for promotion of real estate sector.—The Authority shall in order to facilitate the growth and promotion of a healthy, transparent, efficient and competitive real estate sector make recommendations to the appropriate Government or the competent authority, as the case may be, on,—</p> <ul data-bbox="451 842 1424 1850" style="list-style-type: none"><li data-bbox="451 842 1424 915">(a) protection of interest of the allottees, promoter and real estate agent;<li data-bbox="451 957 1424 1073">(b) creation of a single window system for ensuring time bound project approvals and clearances for timely completion of the project;<li data-bbox="451 1115 1424 1230">(c) creation of a transparent and robust grievance redressal mechanism against acts of omission and commission of competent authorities and their officials;<li data-bbox="451 1272 1424 1388">(d) measures to encourage investment in the real estate sector including measures to increase financial assistance to affordable housing segment;<li data-bbox="451 1430 1424 1587">(e) measures to encourage construction of environmentally sustainable and affordable housing, promoting standardisation and use of appropriate construction materials, fixtures, fittings and construction techniques;<li data-bbox="451 1629 1424 1703">(f) measures to encourage grading of projects on various parameters of development including grading of promoters;<li data-bbox="451 1745 1424 1850">(g) measures to facilitate amicable conciliation of disputes between the promoters and the allottees through dispute settlement forums set up by the consumer or promoter associations;

	<p>(h) measures to facilitate digitization of land records and system towards conclusive property titles with title guarantee;</p> <p>(i) to render advice to the appropriate Government in matters relating to the development of real estate sector;</p> <p>(j) any other issue that the Authority may think necessary for the promotion of the real estate sector</p>
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THE COMMERCIAL COURTS ACT, 2015

Department: Department of Legal Affairs

Chapter: 3A (PRE-INSTITUTION MEDIATION AND SETTLEMENT)

Section	Provisions of the Act
12A	<p>Pre-Institution Mediation and Settlement—</p> <p>(1) A suit, which does not contemplate any urgent interim relief under this Act, shall not be instituted unless the plaintiff exhausts the remedy of preinstitution mediation in accordance with such manner and procedure as may be prescribed by rules made by the Central Government.</p> <p>(2) The Central Government may, by notification, authorise the Authorities constituted under the Legal Services Authorities Act, 1987 (39 of 1987), for the purposes of pre-institution mediation.</p> <p>(3) Notwithstanding anything contained in the Legal Services Authorities Act, 1987 (39 of 1987), the Authority authorised by the Central Government under sub-section (2) shall complete the process of mediation within a period of three months from the date of application made by the plaintiff under sub-section (1): Provided that the period of mediation may be extended for a further period of two months with the consent of the parties: Provided further that, the period during which the parties remained occupied with the pre-institution mediation, such period shall not be computed for the</p>

	<p>purpose of limitation under the Limitation Act, 1963 (36 of 1963)</p> <p>(4) If the parties to the commercial dispute arrive at a settlement, the same shall be reduced into writing and shall be signed by the parties to the dispute and the mediator.</p> <p>(5) The settlement arrived at under this section shall have the same status and effect as if it is an arbitral award on agreed terms under sub-section (4) of section 30 of the Arbitration and Conciliation Act, 1996 (26 of 1996).]</p>
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THE COMPANIES ACT, 2013

Department: The Ministry of Corporate Affairs

Chapter: 28 (SPECIAL COURTS)

Section	Provisions of the Act
442	<p>Mediation and Conciliation Panel</p> <p>(1) The Central Government shall maintain a panel of experts to be called as the Mediation and Conciliation Panel consisting of such number of experts having such qualifications as may be prescribed for mediation between the parties during the pendency of any proceedings before the Central Government or the Tribunal or the Appellate Tribunal under this Act.</p> <p>(2) Any of the parties to the proceedings may, at any time during the proceedings before the Central Government or the Tribunal or the Appellate Tribunal, apply to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be, in such form along with such fees as may be prescribed, for referring the matter pertaining to such proceedings to the Mediation and Conciliation Panel and the Central Government or the Tribunal or the Appellate</p>

	<p>Tribunal, as the case may be, shall appoint one or more experts from the panel referred to in sub-section (1).</p> <p>(3) The Central Government or the Tribunal or the Appellate Tribunal before which any proceeding is pending may, suo motu, refer any matter pertaining to such proceeding to such number of experts from the Mediation and Conciliation Panel as the Central Government or the Tribunal or the Appellate Tribunal, as the case may be, deems fit.</p> <p>(4) The fee and other terms and conditions of experts of the Mediation and Conciliation Panel shall be such as may be prescribed.</p> <p>(5) The Mediation and Conciliation Panel shall follow such procedure as may be prescribed and dispose of the matter referred to it within a period of three months from the date of such reference and forward its recommendations to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be.</p> <p>(6) Any party aggrieved by the recommendation of the Mediation and Conciliation Panel may file objections to the Central Government or the Tribunal or the Appellate Tribunal, as the case may be.</p>
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THE CONSUMER PROTECTION ACT, 2019

Department: Legislative Department

Chapter: 5 (Mediation)

Section	Provisions of the Act
74	<p>(1) The State Government shall establish, by notification, a consumer mediation cell to be attached to each of the District Commissions and the State Commissions of that State.</p> <p>(2) The Central Government shall establish, by notification, a consumer mediation cell to be attached to the National Commission</p>

	<p>and each of the regional Benches.</p> <p>(3) A consumer mediation cell shall consist of such persons as may be prescribed.</p> <p>(4) Every consumer mediation cell shall maintain— (a) a list of empanelled mediators; (b) a list of cases handled by the cell; (c) record of proceeding; and (d) any other information as may be specified by regulations.</p> <p>(5) Every consumer mediation cell shall submit a quarterly report to the District Commission, State Commission or the National Commission to which it is attached, in the manner specified by regulations.</p>
75	<p>(1) For the purpose of mediation, the National Commission or the State Commission or the District Commission, as the case may be, shall prepare a panel of the mediators to be maintained by the consumer mediation cell attached to it, on the recommendation of a selection committee consisting of the President and a member of that Commission.</p> <p>(2) The qualifications and experience required for empanelment as mediator, the procedure for empanelment, the manner of training empanelled mediators, the fee payable to empanelled mediator, the terms and conditions for empanelment, the code of conduct for empanelled mediators, the grounds on which, and the manner in which, empanelled mediators shall be removed or empanelment shall be cancelled and other matters relating thereto, shall be such as may be specified by regulations.</p> <p>(3) The panel of mediators prepared under sub-section (1) shall be valid for a period of five years, and the empanelled mediators shall be eligible to be considered for re-empanelment for another term, subject to such conditions as may be specified by regulations.</p>
76	<p>The District Commission, the State Commission or the National Commission shall, while nominating any person from the panel of mediators referred to in section 75, consider his suitability for</p>

	resolving the consumer dispute involved.
77	It shall be the duty of the mediator to disclose— (a) any personal, professional or financial interest in the outcome of the consumer dispute; (b) the circumstances which may give rise to a justifiable doubt as to his independence or impartiality; and (c) such other facts as may be specified by regulations.
78	Where the District Commission or the State Commission or the National Commission, as the case may be, is satisfied, on the information furnished by the mediator or on the information received from any other person including parties to the complaint and after hearing the mediator, it shall replace such mediator by another mediator
79	<p>(1) The mediation shall be held in the consumer mediation cell attached to the District Commission, the State Commission or the National Commission, as the case may be.</p> <p>(2) Where a consumer dispute is referred for mediation by the District Commission or the State Commission or the National Commission, as the case may be, the mediator nominated by such Commission shall have regard to the rights and obligations of the parties, the usages of trade, if any, the circumstances giving rise to the consumer dispute and such other relevant factors, as he may deem necessary and shall be guided by the principles of natural justice while carrying out mediation.</p> <p>(3) The mediator so nominated shall conduct mediation within such time and in such manner as may be specified by regulations.</p>
80	(1) Pursuant to mediation, if an agreement is reached between the parties with respect to all of the issues involved in the consumer dispute or with respect to only some of the issues, the terms of such agreement shall be reduced to writing accordingly, and signed by the

	<p>parties to such dispute or their authorised representatives.</p> <p>(2) The mediator shall prepare a settlement report of the settlement and forward the signed agreement along with such report to the concerned Commission.</p> <p>(3) Where no agreement is reached between the parties within the specified time or the mediator is of the opinion that settlement is not possible, he shall prepare his report accordingly and submit the same to the concerned Commission.</p>
81	<p>(1) The District Commission or the State Commission or the National Commission, as the case may be, shall, within seven days of the receipt of the settlement report, pass suitable order recording such settlement of consumer dispute and dispose of the matter accordingly.</p> <p>(2) Where the consumer dispute is settled only in part, the District Commission or the State Commission or the National Commission, as the case may be, shall record settlement of the issues which have been so settled and continue to hear other issues involved in such consumer dispute.</p> <p>(3) Where the consumer dispute could not be settled by mediation, the District Commission or the State Commission or the National Commission, as the case may be, shall continue to hear all the issues involved in such consumer dispute.</p>

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