CORD Rules of Mediation

(w.e.f 08 June 2025)

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CORD Rules of Mediation

version in force as on 12 April 2025

PART 1: INTRODUCTION

Rule 1: Scope and Application

1.01 The present rules shall be called the CORD Rules of Mediation (the "Rules").

1.02 The Rules shall apply to all mediation proceedings initiated under a Mediation Agreement, whether entered into prior to or subsequent to the arising of a dispute, providing for mediation under CORD Rules of Mediation. These Rules shall be deemed to form part of that Mediation Agreement.

1.03 These Rules shall also apply, with necessary modifications, to any mediation proceedings administered by CORD pursuant to a statutory or regulatory requirement, a direction of a judicial body, or any other applicable law, even if not arising from a contractual Mediation Agreement, unless otherwise directed.

1.04 Unless otherwise agreed by the parties, all mediations initiated under these Rules shall be governed by the version of the Rules in force as on the date the mediation is initiated, and all actions to be taken on the Online Platform shall be subject to the Rules in force as on the date the relevant action is taken on the Online Platform.

1.05 The CORD Rules of Mediation are in accordance with and seek to further the objectives of Section 30 of the Mediation Act, 2023.

1.06 The Parties may agree in writing to vary or modify the application of any provision of these Rules to their mediation, subject to the consent of the Mediator and provided such variation is not inconsistent with the essence of the Rules and the applicable law.

1.07 In the event of any changes to the Online Platform, or technological upgrades affecting the conduct of mediation, CORD shall notify the Parties and Mediator. Such changes shall apply to ongoing proceedings unless inconsistent with party agreement or Mediator directions.

1.08 These Rules shall apply, subject to the applicable laws of India, and nothing in these Rules shall prevent their adaptation to disputes not relating to India or to cross-border mediation proceedings, subject to party agreement and the Mediator's discretion.

Rule 2: Definitions and Interpretations

2.01 In these Rules, the following terms shall have the meaning provided to them herein, unless the context requires them to be interpreted otherwise:

a) **"Additional Party"** means one or more parties, other than the original parties to the Mediation Agreement, who are joined to the mediation proceedings in accordance with these Rules;

b) **"Authorised Representative"** means a person authorised by a Party, including but not limited to an authorised signatory or legal practitioner, to represent that Party in mediation proceedings;

c) **"Case Manager"** means a person appointed by CORD to assist the Mediator and Parties in the administration of the mediation proceedings;

d) "**CORD**" or "**institution**" means the Centre for Online Resolution of Disputes, an institution, as understood under Sections 2(6), 6 and 68 of the Arbitration and Conciliation Act, 1996, and Sections 3(f) of the Mediation Act, 2023, that administers arbitration and mediation proceedings under the Rules;

e) "**Initiating Party**" means one or more parties who commence the mediation by submitting a request or otherwise initiating proceedings under these Rules;

f) "**Mediation**" includes a process, referred to the expression mediation, online mediation, conciliation or an expression of similar import, whereby parties attempt to reach an amicable

settlement of their dispute with the assistance of a neutral third person referred to as Mediator who does not have the authority to impose a settlement upon the parties to the dispute;

g) "**Mediation Act**" means the Mediation Act, 2023 or any statutory modification or re-enactment thereof.

h) "**Mediation Agreement**" means any written agreement, clause, or arrangement by the Parties to submit to mediation under these Rules, whether contained in a contract, separate agreement, or otherwise.

i) "**Mediator**" means a person who is appointed to be a mediator, by CORD, to undertake mediation, and includes a person who is empanelled as a mediator with CORD.

Explanation: Where more than one mediator is appointed for a mediation, reference to a mediator under these Rules shall be reference to all mediators.

j) "**Mediation Communication**" means any communication made whether in electronic form or otherwise, through:

i. anything said or done;

ii. any document or

iii. any information provided on the platform

for the purposes of, or in relation to, or in course of mediation, and includes a mediation agreement or mediated settlement agreement.

k) "**Notification**" means a notification generated and sent via the CORD platform through mediums such as email, speed-post, whatsapp, SMS or any other means of electronic communication.

l) "**Online platform**" means the dispute resolution platform hosted by the Centre for Online Resolution of Disputes at www.platform.resolveoncord.com or such other domain or sub-domain to which the parties may be directed to through CORD appointed case managers.

m) "**Parties"** means, collectively, the Initiating Party (or Parties), the Responding Party (or Parties), and any Additional Parties who participate in the mediation proceedings under these Rules and includes their successors.

n) "**Pre-litigation mediation**" means the process of undertaking mediation on the CORD Platform for the settlement of disputes prior to the filing of a suit or proceeding of civil or commercial nature in respect thereof, before a court or a notified tribunal.

o) "**Schedule**" means the Schedule annexed to these Rules.

p) "**Session**" refers to a scheduled meeting of upto an hour where parties involved in a dispute, along with a neutral mediator, come together to discuss their issues and explore possible resolutions.

q) "**Registrar**" means the person or persons designated by CORD to administer mediation and perform functions assigned under these Rules.

r) "**Responding Party"** means one or more parties who receive notice of the initiation of mediation and are required or invited to participate in the mediation proceedings under these Rules.

s) "**Settlement Agreement**" means an agreement executed by the parties settling in whole or part their dispute as per the CORD Rules of Mediation;

2.02 In these Rules, a reference to the singular includes a reference to the plural, unless the context requires otherwise and a reference to a gender shall include a reference to any/all genders, as appropriate, unless the context requires otherwise.

2.03 For the purposes of the Rules, a working day shall mean a working day as declared under the Negotiable Instruments Act, 1881 as applicable to the whole of India.

Rule 3: Communications

3.01 For the purposes of the Rules, a Party or a Mediator (the "Recipient") may be served with any correspondence by one or more of the following modes, either in parallel or in sequence:

a) Posting the correspondence in the relevant section of the Case pertaining to the specific dispute, provided that the Recipient has accessed the Online Platform at least once prior to dispatch of the correspondence;

b) Any form of electronic communication (including without limitation, electronic mail (e-mail), SMS, phone call, or such other communication medium (such as WhatsApp, Telegram etc.) or service as may have been used by the receiving party to receive communications generally;

c) Postal or courier service;

d) Hand delivery; or

e) Any other appropriate means that provides a record of its delivery or attempted delivery.

3.02 A correspondence is deemed to have been served on a Party or a Mediator:

a) if the correspondence is posted in the relevant section of the Case pertaining to the specific dispute that the Recipient has accessed at least once before dispatch;

b) if the correspondence has been sent electronically (including without limitation electronic mail (e-mail), SMS, phone call or through such other communication medium (such as WhatsApp, Telegram etc)) at the address provided by the recipient at the time of registering the case or during the course of mediation proceedings, or at the time of entering into the transaction the subject of the dispute submitted to mediation, or has been used by the Recipient previously, as being a valid means of service upon such Recipient;

c) if the correspondence is sent, and delivered to, the Recipient personally or at her/its place of business, habitual residence or mailing address; or

d) all other means having failed despite reasonable efforts, the correspondence is then sent to the Recipient's last known place of business, habitual residence, or mailing address by such means that provides a record of the attempt to deliver it.

3.03 For the purposes of Rule 3.02, any notice, communication or correspondence shall be deemed to have been received by a party on the day it is dispatched (for the purpose of Rule 3.02 (a) and (b)); the day it is delivered (for the purpose of Rule 3.02 (c)) or the day it is attempted to be delivered (for the purpose of Rule 3.03 (d), as applicable.

3.04 For the purposes of Rules 3.01 and 3.02 above, where a party has appointed an Authorised Representative or a legal representative to represent the party in the proceedings, it is sufficient if such correspondence is sent to such Authorised Representative or legal representative by any of the means mentioned in these Rules. Service on the representative shall be deemed service on the Party.

3.05 It is further clarified that, for the purposes of Rule 3.01 and Rule 3.02, when any communication is sent, if it is more efficient, it is sufficient for such documents to be sent on a secure link accessible by the Recipient, provided the electronic communication clearly identifies the nature of the documents that are sought to be sent by way of a secure link.

PART 2: MEDIATION AGREEMENT

Rule 4: The Mediation Agreement

4.01 A Mediation Agreement shall be in writing and include an express agreement by the parties to submit disputes to mediation administered by CORD, in accordance with these Rules. A Mediation Agreement shall be deemed to be in writing where the reference to CORD to administer the dispute is pursuant to a statutory or regulatory framework, or pursuant to a reference from a judicial body.

4.02 The Mediation Agreement may take the form of:

a) A reference to mediation administered by CORD in a contract;

b) A separate written agreement entered into before or after a dispute has arisen; or

c) A recorded consent, whether given prior to or after CORD has been requested to administer a dispute.

4.03 Consent to mediation may be given in writing, orally or by conduct, and may be obtained through any mode (whether physical or electronic), provided the resulting Mediation Agreement is ultimately reduced to writing and communicated to the concerned Parties.

4.04 A mediation agreement is in writing, if it is contained in or recorded as -

a) Any document signed by the parties

b) Any exchange of communications or letters, whether electronic or physical, including e-mail, letters, or other digital means, as recognized under the Information Technology Act, 2000.

PART 3: PRE-MEDIATION

Rule 5: Registration and Submission of Request for Mediation

5.01 A party may request CORD to administer a mediation by filing a request under the following circumstances:

a) Where the parties have through a written agreement authorised CORD to administer the mediation; or

b) Where no prior agreement exists, and one party proposes mediation to the other under the CORD Rules for Mediation

5.02 A party wishing to commence mediation under these Rules (the "Initiating Party") shall file its Request for Mediation on the Online Platform using one of the following options:

a) Filing a Request for Mediation along with all supporting documents using the "Register New Case" link that is accessible on www.resolveoncord.com, and following the steps prescribed therein; or

b) By sending the Request for Meditation by email to CORD at registrar@resolveoncord.com; or

c) By such other means as may be agreed with the Registrar at CORD.

5.03 A Request for Mediation filed under Rule 5.01 above shall include:

a) a request that the dispute be referred to mediation;

b) the names, addresses, telephone numbers, and electronic mail addresses, if known, of the Parties to the arbitration and their representatives, if any;

c) a reference to the Mediation Agreement invoked and a copy of the Mediation Agreement (if any);

d) a brief description of the nature and circumstances of the dispute;

e) quantification of the amount in dispute, or where non-monetary reliefs are sought, the value of the property in respect of which such non-monetary reliefs are sought, or the approximate value of the non-monetary relief sought;

f) any contractual/agreed stipulations concerning the number and manner of appointment of the mediators (if any);

g) any comment as to the seat of the mediation; and

h) any comment as to the language of the mediation.

5.04 The Initiating Party shall pay the filing fee, as specified in the Fee Schedule, at the time of the filing of the Request for Mediation, or within such further time as may be provided by CORD. CORD may, in its absolute discretion, refuse to register a case unless the requisite fees are paid. If the Initiating Party refuses to make payment even by such an extended date, the file shall be closed without prejudice to the Initiating Party's right to submit the same dispute at a later date in another Request for Mediation.

5.05 Upon receiving the request, along with the filing fee, CORD shall initiate a case on its Online Platform, upload all case related information and documents as received by CORD from the parties, create user profiles for the Parties to the dispute, and enable access to the Case to the Parties.

Rule 6: Preliminary Engagement

6.01 In the event there is no pre-existing Mediation Agreement, CORD shall reach out to the other Parties to the dispute to inform them of the Initiating Party's Request, provide necessary information and clarification regarding CORD's role in facilitating the resolution of the dispute, and seek their consent for CORD to administer the mediation.

6.02 CORD will attempt to contact the other Parties a maximum of three (3) times within seven (7) days of the date of filing of the Request for Mediation with CORD. If in this time period:

a) all Parties consent to CORD administering the mediation in accordance with these Rules, CORD shall send a written confirmation of this agreement to the Parties and proceed to initiate mediation.
b) all Parties do not consent to CORD administering the mediation in accordance with these Rules, CORD will intimate the Initiating Party of CORD's attempts to seek necessary consent and proceed to close the case on its Online Platform.

Rule 7: Fees

7.01 CORD shall intimate the Parties of the fees payable by each Party in accordance with the fee-schedule prescribed under these Rules within three (3) working days from:

a) the date of receiving a Request for Mediation where there is a pre-existing Mediation Agreement;
b) the date of receiving consent from all the Parties referred to in Rule 4.03 (above).

7.02 The Parties shall have seven (7) days from the date of receipt of the information referred to in Rule 5.01 above to make payment to CORD. In the event one or more Parties fail to make payment within this time period, then CORD will intimate the Initiating Party of the same and require the Initiating Party to pay the remainder of the fees payable within a further seven (7) days from the date of such intimation to the Initiating Party.

7.03 In the event CORD does not receive full payment within the period specified in Rule 7.02, or such further time as the Registrar may in her absolute discretion permit, CORD will terminate proceedings and suspend provision of all or any of its services, including access to the Online Platform to the Parties. Termination of proceedings shall be without prejudice to the Party's right to submit the same claims at a later date as may be permissible under law.

PART 3: APPOINTMENT OF MEDIATOR(S)

Rule 8: Conflict of Interest and Disclosure

8.01 A Mediator who is appointed by CORD in accordance with the Rules shall, prior to the conduct of mediation, disclose in writing to the parties regarding any circumstances or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to her independence or impartiality as a Mediator.

8.02 During the course of the mediation, the Mediator shall, without delay disclose to the parties in writing any conflict of interest, referred to in Rule 8.01, that has newly arisen or has come to her knowledge.

8.03 Upon disclosure under Rules 8.01 and 8.02, unless the Parties challenge the appointment of the Mediator, they will be deemed to have waived any right to object on this basis.

Rule 9: Number of Mediator(s)

9.01 In the absence of a specific agreement between the Parties, CORD shall appoint a sole mediator to conduct mediation proceedings.

9.02 In the event the Parties request the appointment of a panel of mediators, the number of mediators shall be decided by the Registrar, after seeking necessary input from the Parties. The decision of the Registrar on this issue is final and binding on all Parties.

9.03 Notwithstanding the above, CORD may appoint such person(s) who may act as Observers to assist the Mediator(s).

Rule 10: Appointment of Mediator(s)

10.01 Upon receiving payment stipulated in Rule 7 above, or such earlier date as the Registrar may in her sole discretion determine, CORD shall proceed to appoint a Mediator.

10.02 In the event Parties have set out the process for appointment of a Mediator in their Mediation Agreement, such process shall be followed and the Mediator(s) chosen in accordance with procedure shall be appointed provided:

a) the Mediator(s) consent to administering the Mediation in accordance with these Rules; and
b) the Mediator(s) consent to the fee schedule prescribed under these Rules, unless the Mediator(s) and the Parties have agreed to a different fee schedule.

10.03 CORD shall appoint the Mediator(s) if:

a) no process is provided for such appointment in the Mediation Agreement; or
b) if one or more Mediators have not been appointed pursuant to the process prescribed in the Mediation Agreement within the timelines identified therein, or if no timelines are identified, within fourteen (14) days of the date of receipt of the Request for Mediation.

10.04 When a Mediator is approached in connection with a proposed appointment, she shall, within 24 hours from the time of receipt of such request, indicate: (i) whether there any circumstances of the type referred to Rule 8 that have a bearing on her acting as a Mediator; (ii) she is available to complete the entire Mediator process within 120 (One hundred and twenty) days from the date fixed for the first appearance of the mediator; and (iii) indicate a date and time within 7(seven) days from the date of her acceptance when she is available to conduct the first session in the mediation proceedings.

10.05 CORD shall use its best endeavours to appoint the Mediator(s) within seven (7) days of the later of receiving the Request for Mediation or the date provided for under Rule 5.02(a) or Rule 6.02 as applicable.

10.06 Within 2 (two) working days from the date of the appointment of the Mediator, CORD shall provide to the Mediator login credentials to access the case registered on the Online Platform.

Rule 11: Challenge to the appointment of a Mediator

11.01 The appointment of a Mediator may be challenged if circumstances exist that give rise to justifiable doubts as to the mediator's independence, impartiality, conflict of interest or other justifiable grounds.

11.02 In the event a Party wishes to challenge the appointment of a Mediator, the Party shall send to the Registrar, CORD an email at registrar@resolveoncord.com providing the information necessary to support its challenge within 7 (seven) working days of: (i) receiving the notification concerning the appointment of the Mediator; or (ii) the Party seeking to challenge became aware, or should reasonably have become aware, of the grounds giving rise to the challenge.

11.03 Within 48 working hours of receiving a request under Rule 11.02, the Registrar shall invite the concerned Mediator, and the other Parties to provide their written response to the challenge within 48 working hours from the receipt of such intimation. The Registrar shall then proceed to consider the challenge.

11.04 The Registrar may, in her absolute discretion, require the Mediator to suspend proceedings pending consideration of the challenge. Unless such an order is made, the Mediator shall be entitled to continue to participate in the proceedings pending determination of the challenge.

11.05 In the event:

a) the Mediator against whom a challenge has been filed wishes to withdraw from the proceedings;

b) the Parties agree that the concerned Mediator against whom a challenge is filed made must be replaced; or

c) the Registrar finds that the grounds of challenge against the Mediator are valid,

the Registrar shall remove the concerned Mediator. If a Mediator is removed, a substitute Mediator shall be appointed by CORD within 48 working hours of such removal.

11.06 In the event a challenge to the appointment of a Mediator is unsuccessful, a suspension, if any, ordered by the Registrar shall stand automatically vacated, and the proceedings of the Mediator can continue as normal.

11.07 The decision of the Registrar on a challenge is final and not subject to appeal.

11.08 In the event a Mediator is replaced before completing the Mediation Process, the Mediator shall not be entitled to any fees with respect to such mediation.

11.09 In the event a Mediator is replaced, then all timelines linked to the appointment of the Mediator shall be read as commencing from the date of appointment of the replaced Mediator.

Rule 12: Termination of a Mediator's Mandate and Replacement of a Mediator

12.01 In the event of death, disability or withdrawal of a Mediator during the course of the hearing, a substitute Mediator shall be appointed by CORD within 48 working hours of being so informed.

12.02 In the event a Mediator refuses, or fails to act in accordance with the Rules, or fails to act with due diligence and/or in a manner that ensures the fair, expeditious, economical and final resolution of the dispute, the Registrar, either on her own motion, or upon a request made by a Party, shall intimate the concerned Mediator calling upon her to comply. In the event, despite sufficient opportunity, the Mediator fails to comply, and the Registrar is prima facie of the view that removal of such a Mediator is appropriate, then she shall follow the same process as followed in the context of a challenge to a Mediator, to consider whether it is appropriate to remove the Mediator.

12.03 In the event a Mediator is replaced before completing the Mediation Process, the Mediator shall not be entitled to any fees with respect to such mediation.

12.04 In the event a Mediator is replaced, then all timelines linked to the appointment of the Mediator shall be read as commencing from the date of appointment of the replaced Mediator.

PART 3: MEDIATION

Rule 13: Date of Commencement of Mediation

13.01 The date of commencement of mediation for the purposes of these Rules shall be the date on which CORD received a Request for Mediation along with the filing fee and the Fees referred to in Rule 7 above, where the Request for Mediation is filed pursuant to a pre-existing Mediation Agreement; and

13.02 In all other cases, the date on which CORD appoints a mediator after seeking the consent of the Parties involved, to CORD administering the mediation in accordance with these Rules, and receiving the Fees referred to in Rule 7 above.

Rule 14: Initiation of Mediation

14.01 Once a Mediator has been appointed, CORD shall duly intimate the Parties, the Mediator of such appointment within 2 (two) working days from the date of such appointment.

14.02 Within 7(seven) days from the date of her appointment, the Mediator shall conduct a first meeting with all the Parties and convene the mediation.

14.03 In the event the Mediator requires any information or documents in advance of the first meeting, she should duly communicate it to the Parties using the Online Platform.

Rule 15: Conduct of Mediation

15.01 Subject to these Rules, the Mediator shall have complete discretion to conduct the mediation proceedings in a manner she deems appropriate, having regard to the circumstances of the case. Where practicable, the Mediator shall facilitate procedural agreements between the Parties relating to the conduct of the Mediation. The power of the Mediator shall include the power to call for additional submissions/reports from the Parties, seek additional documents and appoint experts, with the consent of the Parties, to assist the Mediators in facilitating an effective resolution of the dispute.

15.02 All communication relating to the Mediation, including all submissions (together with any relevant documents), request for further documents/information, responses to documents that are sought to be relied on in the Mediation shall be filed by the Parties and the Mediator on the Online Platform. Under exceptional circumstances as may be reviewed by the Registrar in his discretion, the Parties and/ or the Mediator may be permitted to make submissions outside of the Online Platform through other specific modes that shall be mutually decided between the Parties and/ or Mediator and the CORD Registrar.

15.03 In the event a third-party, such as an expert, needs to circulate documents to the Parties and the Mediator, the Case Manager, on the instructions of the Mediator, shall facilitate such filing on the Online Platform.

15.04 All meetings for mediation under the Rules shall ordinarily be held virtually. If virtual meetings are held, the Mediation may in her absolute discretion determine the mode in which such virtual meetings shall be held. It shall be available to the Mediator to determine to hold the meeting either on a video conferencing platform, a video call, or an audio call. In making such determination, the Mediator shall take into account any preference that may be expressed by the Parties. The Mediator may, in her absolute discretion hold these meetings with all Parties present during the entirety of the meetings; or hold caucuses with such a sub-set of Parties, for such time, as in her opinion may be necessary to effectively mediate the dispute between the Parties.

15.05 The Mediator may determine, with the agreement of the parties, whether, in appropriate cases, an in-person session may be necessary. The costs of such in-person meetings are not included in the Fee Schedule and the Mediator will be entitled to agree with the Parties on such additional fees as may be appropriate to attend such meetings in person. The Parties shall have full responsibility to organise offline meetings, if any, and CORD shall not have any responsibility to organise or facilitate any offline meetings. If proceedings are held offline, the Mediator shall ensure that a record of the same shall be uploaded on the Online Platform.

15.05 During a mediation meeting, the Mediator shall take reasonable steps to confirm the identity of the Parties appearing in the proceedings before proceeding with the meeting.

15.06 For each meeting, the Mediator shall prepare a note recording the presence of the Parties who attended the hearing; the steps taken during the meeting with an estimated time taken for each step (including mentioning any caucuses held), and any action items identified during the Meeting. The Mediator shall not include any record of discussions or deliberations to maintain the confidentiality of the process. A copy of these notes shall be uploaded on the Online Platform by the Mediator within 24 hours of the completion of the meeting.

15.07 In the event a Mediator is of the view that more than one meeting is necessary on any Case, the Mediator shall, during the meeting where she forms such view, intimate the Parties, and schedule the date for such further meeting(s) after taking into account: (i) the availability of the concerned Parties; and (ii) the timeline fixed in the Rules for completion of the mediation process. The scheduling of the further meeting shall be included in the note of the Mediator for each meeting. The Mediator shall also ensure that where such further meetings are scheduled, the same are duly recorded on the Online Platform.

15.08 A mediation meeting, once scheduled, shall not be rescheduled except by, or with the specific permission of, the Mediator. In all cases, no request for rescheduling shall be entertained by the Mediator where such request is made by a Party 10 (ten) days before the scheduled end date of the Mediation process. In all cases, the Mediator and the Parties shall have due regard to the timelines imposed by these Rules and the Mediation Act, 2023 while granting or requesting a rescheduling of any meeting.

15.09 The Mediator shall use all best endeavours to complete the Mediation process within 30 days from the date of her appointment. In the event, despite such efforts, the Mediator is unable to complete the

Mediation process within such period, then the Mediator shall have the right, with the consent of the Parties, to extend the Mediation process by a further 30 (sixty) days. If further time is necessary, the Mediator shall request the Registrar for such extension by making a written request accompanied by a brief explanation of the reasons necessitating such extension. The Registrar may grant such further extension, subject to such conditions as she feels appropriate, but no extension shall be granted that results in the timeline prescribed in the Mediation Act 2023 being contravened.

15.10 All proceedings in the Mediation are private and confidential. No person who is not a Party to the mediation proceedings, or is an Authorised Representative of a Party to the proceedings, or is a CORD Observer shall be allowed to participate in the Mediation proceedings without the express authorisation of the Mediator. Recording of hearings by any person other than CORD, in any form, is strictly prohibited. In the event CORD records proceedings, such as for instance to automatically generate action items etc., for the convenience of the Mediator, these recordings shall be kept strictly confidential and shall not be made available to any Party, except the Mediator and all such recordings shall be deleted upon the termination of the proceedings.

15.11 CORD may depute a Case Manager to assist the Mediator with any aspect of the conduct of the mediation process. This may include, but is not limited to: communicating with the Parties to facilitate conduct of meetings; assisting the Mediation or the Parties with accessing the Online Platform or the meetings; recording the mediation proceedings (where necessary) etc.

Rule 16: Conclusion of Mediation

16.01 In the event all or some of the parties to the mediation reach an agreement settling some or all of the matters in dispute during the mediation process, as authenticated by the Mediator, the same shall be recorded in a Settlement Agreement. In these circumstances:

a) The Settlement Agreement shall ordinarily be drawn up in accordance with the format provided by CORD; provided that nothing in this Rule shall prevent the Parties from agreeing to additional or modified terms, subject to applicable law.
b) The Parties shall work with the Mediator to finalise the terms of agreement and finalise the draft of settlement agreement, and file the finalised draft of the settlement agreement on the Online Platform, with sufficient time to enable CORD to review such agreement and facilitate affixing of digital signatures on the agreement within the timelines prescribed in these Rules.
c) The finalised Settlement Agreement shall be digitally signed by the Parties and the Mediator before the expiry of the time prescribed under these Rules.
d) The terms of the Settlement Agreement may extend beyond the disputes referred to mediation.
e) The parties may at any time during the mediation process, make an agreement with respect to any of the disputes which is the subject matter of the mediation.
f) Any Settlement Agreement reached in mediation by or between the parties or anyone claiming through them shall necessarily be recorded in writing and digitally signed by the parties and shall be binding on them in accordance with the Mediation Act, 2023.
g) The Mediator shall declare the process successful, terminate the proceedings, identify the date of termination of the proceedings and update the status of the case on the Online Platform accordingly.

16.02 In the event the Parties are unable to reach agreement during the mediation process within the timelines identified under the Rules, the Mediator shall, on arriving at such conclusion, irrespective of whether the timelines identified under the Rules have expired, declare the process unsuccessful, terminate the proceedings, identify the date of termination of the proceedings and update the status of the case on the Online Platform accordingly.

Rule 17: Party Representatives

17.01 Any party to the Mediation may be represented by legal practitioners or any other Authorised Representative.

17.02 The Mediator or CORD shall require proof of authority of any party representative at any time prior to, and during the proceedings.

Rule 18: Consolidation of Proceedings

18.01 Where there are multiple disputes filed by the same party against the same Respondent, and more than one of such disputes have been referred to CORD for mediation, then the Registrar, CORD may, in her sole discretion, any time before the conclusion of mediation proceedings, determine that it is appropriate to consolidate some or all of such disputes into a single mediation. In such a case, all such disputes will be consolidated under the dispute first referred to CORD and all meetings across all such cases will be conducted together. In such a case, the timelines for Mediation shall start from the date of consolidation. The Mediator in such a case shall have the liberty to prepare consolidated reports, settlement agreements etc. for all consolidated cases.

18.02 The Registrar's decision to allow consolidation under this Rule is without prejudice to its power to un-consolidate such proceedings, either on her own motion, or upon a request made by a Party, if she considers that is appropriate. In such a case, the timelines for Mediation shall start afresh from the date of appointment of the Mediator in each case.

Rule 19: Joinder of Additional Parties

19.01 In the event a Party wishes to add a non-party to the mediation (the "Additional Party"), such Party may make a suitable application to the mediator by uploading the same on the Online Platform.

19.02 The Registrar, CORD shall, upon receipt of such a request, send the request to the other Party and any proposed Additional Party, in a manner contemplated by Rule 3 and request their response to the request for Joinder. All Parties and the Additional Party shall submit their response to such request for Joinder within 24 working hours from the date of receipt of such request. All such submissions shall be made by the Parties by uploading their response to the Online Platform. The Additional Party shall file its response by sending an email to the Registrar, CORD, at registrar@resovleoncord.com. The Registrar shall upload these submissions against the case updates on the Online Platform .

19.03 The Mediator may permit such Additional Party to be joined to the mediation if:

a) the applicable law permits joinder of such Additional Party to the mediation without the consent of the Parties, and the conditions necessary for such joinder have been satisfied; or

b) all Parties, including the Additional Party to be joined, have consented to the joinder of the Additional Party.

19.04 If upon an application being made, the Mediator is satisfied based on the written submissions that there is a case for joinder, then the Mediator shall promptly intimate the Registrar, CORD of the same and provide relevant details of the Additional Party by uploading the same under the relevant Case on the Online Platform. The Registrar, CORD, shall in such a situation create a user profile for the Additional Party and enable the Additional Party to access the Case on the Online Platform.

Rule 20: Confidentiality

20.01 Subject to the Mediation Act, 2023, the existence of the mediation, the mediation proceedings, all meetings held and any transcripts, recordings, documents and other material used in the course of or in relation to the proceedings shall be private and confidential to the Parties to the mediation, the Mediator and CORD.

20.02 All information, discussions, and documents relating to the mediation shall be treated as confidential and may not be disclosed to any third party without the consent of the parties.

20.03 All acknowledgements, opinions, suggestions, promises, proposals, apologies and admissions made during the mediation shall be kept confidential.

20.04 Acceptance of, or willingness to, accept proposals made or exchanged in mediation shall be kept confidential.

20.05 Documents prepared solely for the conduct of mediation or in relation thereto shall be kept confidential.

20.06 No party to the mediation shall in any proceedings before a court or a tribunal including an arbitral tribunal, rely on or introduce as evidence any information or or communication, including any information electronic form or verbal communication and the court including arbitral tribunal shall not

take cognizance of such information or evidence. Nothing contained in this provision shall apply to the mediated settlement agreement where its disclosure is necessary for the purposes of registration, enforcement and challenge.

20.07 The provisions of this rule shall not prevent the mediator or CORD from compiling or disclosing general information concerning matters that have been subject of mediation, for research, reporting or training purposes, if the information does not expressly or indirectly identify a party or participants or the specific disputes in mediation.

20.08 Exception: The privilege of confidentiality shall not be attached to:

a) a threat or statement of a plan to commit an offence punishable under law for the time being in force.

b) information related to domestic violence or child abuse; and

c) statements made during a mediation showing a significant imminent threat to public health or safety.

Rule 21: Exclusion of Liability

21.01 The Mediator, the Case Manager and any directors, shareholder, officers, representative and employees of CORD, shall not be liable to any person for any negligence, act or omission in connection with any mediation administered by CORD in accordance with these Rules.

21.02 The Mediator, the Case Manager and any directors, shareholder, officers, representative and employees of CORD, shall not be under any obligation to make any statement in connection with any mediation administered by CORD in accordance with these Rules. No party shall seek to make any Mediator, the Case Manager and any directors, shareholder, officers, representative and employees of CORD a party to any legal proceedings arising out of the mediation, or a witness in any legal proceedings in connection with any mediation administered by CORD in accordance with these Rules. CORD shall however provide a Party, on demand, and on payment of requisite fees, an electronic copy of the entire record of the mediation proceedings together with a certificate certifying that the data has not been tampered with or altered since having been uploaded on the Online Platform.

Rule 22: Seat of the Mediation

22.01 If the Parties have not chosen a seat, and the Mediator has not determined a seat for the Mediation, then the Mediation shall be deemed to be seated in Bengaluru, Karnataka, notwithstanding the fact that the proceedings are conducted entirely virtually.

Rule 23: Language of the Mediation

23.01 The principal language of the Mediation shall be English. Notwithstanding this, the Mediator shall have the liberty to conduct meetings in any language she deems appropriate.

Rule 24: Termination of Mediation

24.01 A mediation shall be terminated:

a) On the date of signing and authentication of the mediated settlement agreement; or

b) On the date of the written declaration of the Mediator, after consultation with the parties or otherwise, to the effect that further efforts at mediation are no longer justified; or

c) On the date of the communication by a party or parties in writing, addressed to the Mediator, CORD and the other Parties to the effect that the party wishes to opt out of mediation;

d) On the expiry of time limit as prescribed under the CORD Rules of Mediation unless extended as provided under these Rules.

Rule 25: Miscellaneous

25.01 If time limits are imposed under the Rules and a party has not taken an objection on account of non-compliance with any such time limits immediately upon actions being taken in violation of the time limits prescribed herein, then the party is deemed to have waived their right to objection to such digression, or take the position that the mediation proceedings was not conducted properly, in so far as such digressions are concerned.

25.02 In case of any ambiguity in the Rules or the application of the Mediation Act, 2023, the Registrar's determination of these matters shall be final.

25.03 Notwithstanding anything contained in these Rules, the Registrar may, in his/ her absolute discretion, take such steps as may be necessary in her view, to facilitate a fair and effective facilitation of mediation proceedings between the parties.

25.04 Any matters not expressly addressed in these clauses shall be resolved as determined by the Registrar.

Fee Schedule

Institutional Fee

Description	Cost
Filing Fee - - Creation of case ID, - Onboarding case details and documents on CORD Platform, - Assignment of case manager, - Dispatch and tracking of notices	Rs. 2500/- one time (non-refundable)

Mediator Fee (per party)*

Mediator slab	Description	Cost
Entry Level Mediator	Reading Fee	Rs. 1000/-
	Mediation sessions upto 3 sessions	Rs. 2000/-
	Additional session	Rs. 1000/- per session or as mutually agreed between the parties and the mediator/s
	CORD Institutional fee	Rs. 1000/-
Mid-level Mediator	Reading Fee	Rs. 5000/-
	Mediation sessions upto 3 sessions	Rs. 10000/-
	Additional session	Rs. 5000/- per session or as mutually agreed between the parties and the mediator/s
	CORD Institutional fee	Rs. 5000/-
Senior-Mediator	Reading Fee	Rs. 25000/-
	Mediation sessions upto 3 sessions	Rs. 50000/-
	Additional session	Rs. 15000/- per session or as mutually agreed between the parties and the mediator/s
	CORD Institutional fee	Rs. 25000/-
Expert Mediator	Reading Fee	Rs. 50000/-

	Mediation sessions upto 3 sessions	Rs. 100000/-
	Additional session	Rs. 50000/- per session or as mutually agreed between the parties and the mediator/s
	CORD Institutional fee	Rs. 50000/-

***The Registrar may in his/her discretion levy a different fee, in consultation with the Parties and the Mediator(s) on a case-to-case basis**