



BRINGING DISPUTE RESOLUTION OUT OF THE DARK  
A LIMITED LIABILITY PARTNERSHIP

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# ADRi MEDIATION RULES

Lahore, the 1<sup>st</sup> of March, 2024.

## PART I

### PRELIMINARY

1. **Short title and commencement.**- (1) These rules shall be called the ADRi Mediation Rules, 2024.

(1) These rules shall come into force at once.

2. **Definitions.**- (1) In these regulations, unless there is anything repugnant in the subject or context,-

(a) “ADRi” means The ADR Initiative LLP, registered under the Limited Liability Partnership Act, 2017, bearing incorporation no. 0146094, located at 305 G/3 Johar Town, Lahore, Pakistan acting through its partner(s);

(b) “ADRi Code of Conduct and Ethics for Mediators & Arbitrators” means the Code of Conduct that is applicable on mediators and arbitrators.

(c) “Affiliated ADRi Centers” means an organization recognized and affiliated with the ADRi as a center;

(d) “applicant” means a person or persons who files an application before the ADRi;

(e) “application” means the application filed by an applicant with ADRi;

(f) “authorized person” means a person authorized by the partners of ADRi to act on behalf of ADRi;

(g) “Mediator” shall be the person(s) appointed by the parties to resolve their

dispute by mediation;

- (h) “partner” means the designated partner(s) of ADRI;
- (i) “pre-mediation agreement” means the agreement provided in Schedule 1 to be signed by the parties and mediator prior to initiation of mediation proceedings;
- (j) “respondent” means any person or persons required to respond to the application filed under these rules;
- (k) “Review Board” means the board of experts appointed by ADRI to determine such matters as the secretariat may refer to it. The composition of the Review Board is published on the website.
- (l) “Rules” means these ADRI Mediation Rules
- (m) “Secretariat” means the secretarial staff located at the ADRI Head office at 305 G/3 Johar Town, managed by the partner(s) of ADRI
- (n) “Schedule of Fees” means the fees applicable for services provided by ADRI, provided in Schedule 2 of these rules;
- (o) “website” means the website on the URL, “<https://theadrinitiative.com/>” or any other URL as determined by ADRI.

## PART II

### APPLICATION FOR MEDIATION

3. **Procedure for filing application.** - (1) An application shall be presented to the secretariat;
- (a) In person;
  - (b) by registered post to the address of the secretariat at 305 G/3 Johar Town, Lahore, or as published on the website;
  - (c) by email on [mediation@theadrinitiative.com](mailto:mediation@theadrinitiative.com) or as designated on the website; or

(d) through the online case filing system available on the website.

in the form and manner as may be prescribed by ADRI. A party may also submit an application to an affiliated ADRI center, which shall be deemed to have been filed before the secretariat.

(2) An application sent by post shall be deemed to have been presented on the day it was received in the secretariat. An application sent by email or filed online on the website shall be deemed to have been received on the date of submission.

4. **Particulars of application.**- (1) The application shall-

(a) state-

- (i) the name and address of the applicant;
- (ii) the name and address of the respondent;
- (iii) the name and address of the applicant's authorized representative;
- (iv) a physical or email address for the service of notices and documents; and
- (v) whether the parties are subject to a dispute resolution agreement;

(b) be in the form as available on the website, prescribed from time to time by the ADRI, and shall contain --

- (i) a brief statement of the background, facts and nature of the claim;

(2) No application shall be accepted or entertained unless the Filing Fee, has been deposited with the Secretariat.

### PART III

#### PROCEDURE FOR MEDIATION

5. **Consent** – (1) Mediation is a voluntary process. Thus, it is paramount that parties agree to mediation. The parties shall submit their consent to mediation under these rules in writing to the secretariat.

(2) If a party has not submitted their consent, the secretariat shall provide the party 14 days to provide the same. Failure to do so will terminate the mediation proceedings.

6. **Nomination of Mediator** – The parties shall appoint one mediator by mutual consent. If the parties wish to appoint more than one mediator, they shall inform the secretariat. If the

parties fail to appoint the mediator(s), they may request the secretariat to appoint the mediator(s). The secretariat shall appoint the mediator(s) as per R. 7 of these rules. If the parties fail to appoint the mediator(s) and also fail to request the Secretariat to appoint a mediator on their behalf within 14 days of their consent to refer the matter to Mediation, the mediation proceedings shall be terminated.

7. **Accredited Mediator** – The parties may and the secretariat shall nominate a mediator from the roster of ADRi Accredited Mediators as published on the website. In considering factors pertinent to the nomination, the following parameters can be used as guidelines:
- (a) The professional expertise and qualifications of the prospective mediator, experience as a mediator and ability to conduct the mediation;
  - (c) The availability of the mediator; and
  - (d) Such considerations as are likely to secure the appointment of an independent and impartial mediator, e.g. nationality of the mediator.
8. **Appointment of Mediator** – (1) When a person is approached in connection with a possible appointment as mediator, that person shall disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence, including the disclosure of details of any personal, professional, financial or other interest that may influence the outcome of the dispute. A mediator, from the time of appointment and throughout the mediation, shall, without delay, disclose to the parties any such circumstances as they arise.
- (2) Prior to accepting the appointment, the prospective mediator shall ensure his or her availability to conduct the mediation diligently and efficiently, as well as his or her consent to be bound by the ADRi Code of Conduct and Ethics for Mediators & Arbitrators.
- (3) In the event the mediator cannot perform her or his functions, or a party does not wish to continue with the mediator for any reason, the parties shall appoint a substitute mediator.
9. **Recommended Process** - The parties and mediator may use any procedure that effectively and expeditiously resolves the dispute. The following process is provided as a guideline:
- (1) Signing of Pre-Mediation Agreement between parties and mediator;
  - (2) Fee deposits made by parties to secretariat;
  - (3) Submission of Statements to Mediator;
  - (4) Sessions with parties, solo and joint;
  - (5) Negotiations on potential offer(s);
  - (6) Acceptance of final offer(s);
  - (7) Signing of settlement agreement;
  - (8) Conclusion of mediation proceedings;
  - (9) Mediator informs secretariat about conclusion of proceedings;

(10) Secretariat concludes dispute proceedings and closes accounts.

**10. Role of Mediator** – The role of the mediator is as follows:

- (1) The mediator assists the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- (2) The mediator will be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, and the circumstances surrounding the dispute, including any previous business practices between the parties.
- (3) The mediator may conduct the mediation proceedings in such a manner as he or she considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the mediator hear oral statements, and the need for a speedy settlement of the dispute.

**11. Conduct of Mediator** – (1) The Mediator shall comply with the ADRi Code of Conduct and Ethics for Mediators and Arbitrators.

- (2) The mediator shall maintain fair treatment of the parties and, in so doing, shall take into account the circumstances of the case.
- (3) In conducting the mediation, the mediator may, in consultation with the parties and taking into account the circumstances of the dispute, utilize any technological means as he or she considers appropriate, including to communicate with the parties and to hold meetings remotely.
- (4) The mediator and parties, may convene a meeting at an early stage to determine the appropriate manner to organize and manage the mediation process.

**12. Submission of statements to Mediator** - The parties and mediator may adopt the following process for the providing information to the Mediator:

- (1) The mediator(s), upon his appointment, requests each party to submit to him a brief written statement describing the general nature of the dispute and the points at issue. Each party sends a copy of his statement to the other party.
- (2) The mediator may request each party to submit to him a further written statement of his position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party sends a copy of his statement to the other party.
- (3) At any stage of the mediation proceedings the mediator may request a party to submit to him such additional information as he deems appropriate.

**13. Communication between Mediator and parties** - The parties and mediator may adopt the following process for the communication:

- (1) The mediator may invite the parties to meet with him or may communicate with them orally or in writing. He may meet or communicate with the parties together or with each of them separately.

- (2) Unless the parties have agreed upon the place where meetings with the mediator are to be held, such place will be determined by the mediator, whether physical or online, after consultation with the parties, having regard to the circumstances of the mediation proceedings.

**14. Disclosure of Information** - The parties and mediator may adopt the following process for the disclosing information:

- (1) When the mediator receives factual information concerning the dispute from a party, he discloses the substance of that information to the other party in order that the other party may have the opportunity to present any explanation which he considers appropriate. However, when a party gives any information to the mediator subject to a specific condition that it be kept confidential, the mediator does not disclose that information to the other party.

**15. Settlement Agreement** - The parties and mediator may adopt the following process for the arriving at a settlement agreement:

- (1) The parties will in good faith co-operate with the mediator and, in particular, will endeavour to comply with requests by the mediator to submit written materials, provide evidence and attend meetings.
- (2) Each party may, on his own initiative or at the invitation of the mediator, submit to the mediator suggestions for the settlement of the dispute.
- (3) As a facilitative mediator, the mediator may encourage the parties towards terms of possible settlements as become evident during the mediation proceedings, without submitting his own opinions on the matter.
- (4) If facilitative mediation does not appear to lead to productive outcomes, then when it appears to the mediator that there exist elements of a settlement which would be acceptable to the parties, he may change roles to an evaluative mediator and formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the mediator may reformulate the terms of a possible settlement in the light of such observations.
- (5) If the parties reach agreement on a settlement of the dispute, they draw up and sign a written settlement agreement. If requested by the parties, the mediator draws up, or assists the parties in drawing up, the settlement agreement. The mediator may also sign the agreement or provide such other evidence that the agreement resulted from mediation.
- (6) The settlement agreement may be signed physically or electronically. The secretariat may request that the signing be witnessed and conducted at its premises, or affiliated ADRI Centers.
- (7) The parties by signing the settlement agreement put an end to the dispute and are bound by the agreement. The parties further agree that it can be used as evidence that it results from mediation, and can be relied on for seeking relief and enforced by the relevant laws.
- (8) The settlement agreement shall reinforce the terms of the pre-mediation agreement, i.e. without prejudice, confidentiality, and the inability of the mediator to act as witness in any adversarial proceedings, i.e. litigation, arbitration, etc.

16. **Confidentiality** - The parties and mediator shall adopt the following process for the confidentiality of the mediation proceedings:

- (1) The mediator and the parties must keep confidential all matters relating to the mediation proceedings. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
- (2) The parties and the mediator undertake that the mediator will not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject of the mediation proceedings. The parties also undertake that they will not present the mediator as a witness in any such proceedings.
- (3) The parties undertake not to rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the mediation proceedings;
  - (a) An invitation by a party to engage in mediation or the fact that a party was willing to participate in mediation
  - (b) Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
  - (c) Statements or admissions made by the other party in the course of the mediation proceedings;
  - (c) Proposals made by the mediator or the parties;
  - (d) The fact that the other party had indicated his willingness to accept a proposal, or parts thereof, for settlement made by the mediator or the parties;
  - (e) a document prepared primarily for purposes of the mediation.
- (4) Subject to the limitations of this rule, evidence that is otherwise admissible in arbitral, judicial, or other dispute resolution proceedings does not become inadmissible as a consequence of having been used or disclosed in the mediation.

17. **Termination of Mediation Proceedings** -The mediation proceedings shall be terminated as follows:

- (1) By the signing of the settlement agreement by the parties, on the date of the agreement;  
or
- (2) By a written declaration of the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified, on the date of the declaration;  
or
- (3) By a written declaration of the parties addressed to the mediator to the effect that the mediation proceedings are terminated, on the date of the declaration; or
- (4) By a written declaration of a party to the other party and the mediator, if appointed, to the effect that the mediation proceedings are terminated.

18. **Affiliated trade dispute resolutions centers.** – ADRi shall provide on its website a database of recognized and affiliated ADRi centers. Such centers shall be recognized and affiliated as such by the secretariat in accordance with the Affiliated ADRi Centers Criteria that shall be published on the website, and amended by ADRi from time to time. ADRi may delegate such powers or roles to such centers as it may determine from time to time.



19. **Delegation of dispute to Affiliated TDR Centers** – The secretariat may refer the dispute to an Affiliated ADRi Center, in whole or in part, with the consent of the parties. The secretariat may delegate such powers to the center as it considers appropriate for effective conclusion of the mediation proceedings, including nomination of approved mediators.
20. **Costs and Deposits** – (1) The parties shall deposit the fee of the mediator and service fees in accordance with the Schedule of Fees following the appointment of the mediator, and prior to the commencement of mediation proceedings.
- (2) Following the conclusion of mediation proceedings, the mediator shall inform the Secretariat of the costs involved in the proceedings. These costs may include:
- (a) Travel and other expenses of the mediator;
  - (b) Other expenses undertaken during the proceedings with the consent of the parties.
- (3) The secretariat shall inform the parties of the total costs of the proceedings, and deduct the same from the deposit made by parties. If the deposit is insufficient to completely pay the costs of the proceedings, the parties shall pay the same immediately.
- (4) The costs of the proceedings shall be equally shared between the parties.
- (5) The parties may also negotiate their own costs and fees with the mediators. If so, they shall inform the secretariat which can make any adjustments necessary in the deposit for the same.
- (6) During the course of proceedings, the mediator or secretariat may ask the parties to make additional deposits if necessary.
21. **Party nominees** – The parties shall nominate a relevant individual who is knowledgeable about the dispute as party nominee for the mediator.
22. **Appeal** – Any dispute pertaining to this mediation process or a settlement that may come from it, shall be referred to the secretariat to put before its Review Board. The determination of the Review Board on the matter shall be final and binding on the parties.



**PART IV  
ADDITIONAL PROVISIONS**

23. **Party Choice** – The parties may mutually agree to exclude or vary any provisions of these rules at any time.
24. **Participants & Assistance** – A party may be represented or assisted by a person or persons of its choice, including lawyers. The name, address and function of such persons shall be communicated to all parties and to the mediation in advance of the mediation. This communication shall also indicate the scope of authority and whether the purpose of the appointment is for representation or assistance. The parties may also nominate any institution, center or entity to facilitate and provide administrative assistance for the mediation proceedings.
25. **Discretion** – Regardless of these rules, the Secretariat shall have the discretion to follow any procedure or issue any orders in accordance with its responsibilities to assist parties in resolving the dispute, as long as the principles of natural justice, right to fair trial, and any other provision of the Act, Rules and any other law are not violated.

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## SCHEDULE 1

### PRE-MEDIATION AGREEMENT

**(“Party A”)**

**(“Party B”)**

Collectively referred to as **“Parties”**

**(“Mediator A”)**

**(“Mediator B”)**

Collectively referred to as **“Mediators”**

and

**The ADR Initiative LLP’s Secretariat** (the **“Secretariat”**) as the Mediation Facilitator.

It is agreed by those signing this Mediation Agreement (the **“Agreement”**) that:

### **The Mediation**

1. The Mediation proceedings shall be governed by the ADRI Mediation Rules (the “Rules”) overseen by the Secretariat.
2. The Parties agree to attempt in good faith to settle their dispute with the assistance of the Mediators. The Mediators agree to conduct and the Parties to participate in this process to settle their dispute in accordance with this Agreement and consistent with Rules & ADRI Code of Conduct and Ethics for Mediators & Arbitrators (the “Code”), current at the date of this agreement. This process shall hereafter be referred to as “Mediation”.
3. The person signing this agreement on behalf of each Party warrants having the authority to bind the party on whose behalf the person is signing. In the case of a company, the person shall show a valid documentation such as board resolution giving him authority to that effect, including any other legal requirement pertinent to their country’s laws. The authority must extend to the terms of this Mediation Agreement and any settlement agreement that the person may enter into as a result of this Mediation.

### **Confidentiality & Without Prejudice**

4. Every person involved in the Mediation will comply with Regulation 14 (Confidentiality) of the Regulations.
5. The Mediators shall not disclose any information provided to them by a party in confidence, without the express consent of the parties.
6. The Mediation and all information provided within shared by the Parties shall be without prejudice, privileged and not admissible as evidence nor will be produced as evidence in proceedings before a court, or an arbitrator, or any other decision-maker in any legal or other formal process.
7. The Mediators and Secretariat cannot be produced or called as witnesses in any proceeding, formal or otherwise, litigation, arbitration, or judicial proceedings relating to this Mediation or dispute therein, nor be asked to produce in evidence any records or notes related to the Mediation. Any party that violates this provision, shall fully indemnify the Mediator(s) and Secretariat with respect to any costs incurred in resisting the same.

### **Settlement Agreement**

8. Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties.

### **Exclusion of liability**

9. Save for intentional wrongdoing, the parties waive, to the fullest extent permitted under the applicable law, any claim against the Mediators and Secretariat for any act

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or omission in connection with the services provided by them in, or in relation to, the Mediation.

**Miscellaneous**

10. This agreement shall be governed by, construed and take effect in accordance with Pakistan law. Any matters or disputes arising out of or in connection with this Agreement and the Mediation shall be referred to ADRI Secretariat (the “referral”). The secretariat shall attempt to resolve the matters/dispute under the ADRI Mediation Rules. If the matter/dispute following 30 days of the referral is not resolved, then the secretariat shall refer the matter to the Review Board for determination. The determination of the Review Board shall be final and binding on the parties.

**Signed**

Party ‘A’

—

Party ‘B’

Mediator ‘A’

—

Mediator ‘B’

—  
Date:

**SCHEDULE 2**  
**Fees**

*All fee are in USD*

<b>1.</b>	<b>Filing Fee</b>	<b>\$ 20.00</b>
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**Part A**  
*Service Fees of ADRI*  
*See Rule 3*

S.No.	Amount of Dispute	Fee
2.	<b>\$ 2000 to 10,000</b>	<b>\$ 100.00</b>
3.	<b>\$10,000 – 500,000</b>	<b>1% of Amount of Dispute</b>
4.	<b>\$ 500,001 – 1,000,000</b>	<b>\$5000 + 0.5% of Amount of Dispute above \$500,000</b>
5.	<b>Over \$1,000,000</b>	<b>\$7500 + 0.1% of Amount of Dispute above \$1,000,000 to a maximum cap of \$10,000</b>

**Part B**  
*(Conciliator Fee for 16-hours)*  
*See Rule 23*

S.No.	Amount of Dispute	Fee
1.	<b>\$ 2000 to 10,000</b>	<b>\$ 125.00</b>
2.	<b>\$10,000 – 500,000</b>	<b>1.25% of Amount of Dispute</b>
3.	<b>\$ 500,001 – 1,000,000</b>	<b>\$6250 + 0.6% of Amount of Dispute above \$500,000</b>

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4.	Over \$1,000,000	<b>\$9250 + 0.2% of Amount of Dispute above \$1,000,000 to a maximum cap of \$12,250</b>
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**SCHEDULE 3**  
**Model declaration of disclosure**

*No circumstances to disclose*

To the best of my knowledge, there are no circumstances, past or present, likely to give rise to justifiable doubts as to my impartiality or independence. I shall promptly notify the parties of any such circumstances that may subsequently come to my attention during this mediation.

*Circumstances to disclose*

Attached is a statement of (a) my past and present professional, business and other relationships with the parties and (b) any other relevant circumstances. [Include statement.] I confirm that those circumstances do not affect my independence and impartiality. I shall promptly notify the parties of any such further relationships or circumstances that may subsequently come to my attention during this mediation.

**SCHEDULE 3**  
**Model statement of availability**

I confirm, on the basis of the information presently available to me, that I can devote the time necessary to conduct this mediation.