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# ADRi CODE OF CONDUCT FOR MEDIATORS AND ARBITRATORS

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

## PART I

### PRELIMINARY

1. **Short title and commencement.**- (1) This code shall be called the ADRi Code Of Conduct For Mediators And Arbitrators.
2. **Definitions.**- (1) In this code, 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 Arbitration rules” means the rules determined by the ADRi that shall govern arbitration;
  - (c) “ADRi Code of Conduct and Ethics for Mediators & Arbitrators” means this Code of Conduct determined by the ADRi that is applicable on mediators and arbitrators;
  - (d) “ADRi Dispute” means a dispute being administered by the ADRi, under the ADRi Arbitration Rules, or ADRi Mediation Rules.
  - (e) “ADRi Mediation Rules” means the rules determined by the ADRi that shall govern mediation;
  - (f) “Affiliated ADRi Centers” means an organization recognized and affiliated with the ADRi as a center;

- (g) “applicant” means a person or persons who files an application before the ADRi;
- (h) “application” means the application filed by an applicant with ADRi;
- (i) “authorized person” means a person authorized by the partners of ADRi to act on behalf of ADRi;
- (j) “Mediator” shall be the person(s) appointed by the parties to resolve their dispute by mediation
- (k) “respondent” means any person or persons required to respond to the application filed under these rules;
- (l) “Secretariat” means the secretarial staff located at the ADRi Head office at 305 G/3 Johar Town, managed by the partner(s) of ADRi
- (m) “tribunal” refers to the arbitration tribunal that may consist of one or more arbitrators.
- (n) “website” means the website on the URL, “[New tab \(theadrinitiative.com\)](http://theadrinitiative.com)” or any other URL as determined by the ADRi.

## PART II

### SCOPE

3. **Application of this Code** - This code shall apply to all arbitrators that have been considered to be engaged or are engaged to conduct arbitrations under the ADRi Arbitration Rules, and all mediators that have been considered to be engaged or are engaged to conduct mediations under the ADRi Mediation Rules.

## PART III

### CONDUCT OF ARBITRATOR OR MEDIATOR

4. **Independence And Impartiality** - An Arbitrator or Mediator shall be independent and impartial. This shall include the obligation no to:

- (a) Be influenced by loyalty to any disputing party or any other person or entity;
- (b) Take instruction from any organization, government or individual regarding any matter addressed in the ADRI Dispute;
- (c) Be influenced by any past, present or prospective financial, business, professional or personal relationship;
- (d) Use his or her position to advance any financial or personal interest he or she has in any disputing party or in the outcome of the ADRI Dispute;
- (e) Assume any function or accept any benefit that would interfere with the performance of his or her duties; or
- (f) Take any action that creates the appearance of a lack of independence or impartiality.

5. **Limit on multiple roles** – 5.1. Unless explicitly allowed by the parties, an arbitrator or mediator shall not act concurrently as a legal representative or an expert witness in any other proceeding involving:

- (a) The same measure(s);
- (b) The same or related party (parties); or
- (c) The same provision(s) of the same instrument of consent

(1) Unless explicitly allowed by the parties, for a period of three years, a former arbitrator or mediator shall not act as a legal representative or an expert witness in any other ADRI Dispute or related proceeding involving the same measure(s) or same party(parties).

6. **Duty of diligence** - An arbitrator or mediator shall perform his or her duties diligently, devote sufficient time to the ADRI Dispute proceedings; and comply with all requirements of the respective Act, Rules and rules in a timely manner.

7. **Integrity and competence** - An arbitrator or mediator shall

- (a) Conduct the ADRI Dispute proceedings competently and in accordance with high standards of integrity, fairness and civility.
  - (b) Possess the necessary competence and skills and make all reasonable efforts to maintain and enhance the knowledge, skills and qualities necessary to perform his or her duties; and
  - (c) not delegate his or her role and powers, in particular any decision-making function.
8. **Confidentiality** – An arbitrator or mediator shall not disclose any information pertaining to the ADRI Dispute proceedings to any third-party without the express written consent of all parties, including the Secretariat.
9. **Assistance** – 9.1. An arbitrator or mediator may engage an assistant or organization to assist in the ADRI Dispute proceedings. Prior to engaging the same, an arbitrator or mediator shall agree with the parties on the role, scope of duties and fees and expenses of the assistance.
- (1) An arbitrator or mediator shall make all reasonable efforts to ensure that his or her assistant is aware of and acts in accordance with this code, including by requiring the assistant to sign a declaration to that effect, and shall remove an assistant who does not act in accordance with this code.
  - (2) An Arbitrator shall ensure that the Assistant keeps an accurate record of his or her time and expenses attributable to the ADRI Dispute proceedings.
10. **Disclosure obligations** – 10.1. An arbitrator or mediator shall disclose any circumstances likely to give rise to justifiable doubts as to his or her independence or impartiality.
- (1) The arbitrator or mediator shall disclose the following information:
    - (a) Any financial, business, professional or close personal relationship in the past five years with: (i) Any party; (ii) The legal representative of a party in the ADRI Dispute proceedings; (iii) Other arbitrators, mediators and expert witnesses in the ADRI Dispute proceeding; and (iv) Any person or entity identified by a disputing party as being related or as having a direct or indirect interest in the outcome of the ADRI Dispute proceedings, including a third-party funder;
    - (b) Any financial or personal interest in: (i) The outcome of the ADRI Dispute

- proceedings; (ii) Any other proceeding involving the same measure(s); and (iii) Any other proceeding involving a party or a person or entity identified by a party as being related;
- (c) All ADRI Dispute and related proceedings in which the arbitrator or mediator is currently or has been involved in the past five years as an arbitrator, mediator, a legal representative or an expert witness;
- (d) Any appointment as an arbitrator, mediator, a legal representative or an expert witness by a party or its legal representative in an ADRI Dispute proceedings or any other proceeding in the past five years; and
- (e) Any prospective concurrent appointment as a legal representative or an expert witness in any other ADRI Dispute or related proceedings.
- (2) An arbitrator or mediator shall have a continuing duty to make further disclosures based on new or newly discovered circumstances and information as soon as he or she becomes aware of such circumstances and information.
- (3) For the purposes of rules 10.1 to 10.3, an arbitrator or mediator shall make all reasonable efforts to become aware of such circumstances and information.
- (4) An arbitrator or mediator shall err in favour of disclosure if he or she has any doubt as to whether a disclosure shall be made.
- (5) If an arbitrator or mediator is bound by confidentiality obligations and cannot disclose all of the required circumstances or information in this rule, he or she shall make the disclosure to the extent possible. If an arbitrator or mediator is unable to disclose circumstances that are likely to give rise to justifiable doubts as to his or her independence or impartiality, he or she shall not accept the appointment or shall resign or recuse himself or herself from the ADRI Dispute proceedings.
- (6) An arbitrator or mediator shall make the disclosure prior to appointment to the ADRI.

- (7) The fact of non-disclosure does not in itself necessarily establish a lack of independence or impartiality.

**11. Compliance with this code – 11.1. 1.** An arbitrator or mediator, shall comply with this code.

- (1) An arbitrator or mediator shall not accept an appointment and an arbitrator or mediator shall resign or recuse himself or herself from the ADRI Dispute Proceedings if he or she is not able to comply with this code.

**12. Removal of difficulties –** In the event that a circumstance arises which is not covered by this code, the Secretariat shall be empowered by the parties to resolve and remove the hindrance to the process, in the interests of justice.

**13. Discretion –** Regardless of this code, 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 any other law are not violated.



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## **SCHEDULE 1**

### **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 2**

### **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.

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