

Rules for Conciliation

www.odrnexus.com write to us at care@odrnexus.com

CONCILIATION RULES

CONTENTS

PREAMBLE
CHAPTER A: SHORT TITLE, EXTEND AND COMMENCEMENT OF THE RULE:
1. Application and Interpretation.
2. Definitions.
3. Manner of communication.
4. Calculation of Period of time
5. Online Conciliation
CHAPTER C: COMMENCEMENT OF PROCEEDING
6.Jurisdiction to undertake Conciliation
10. Commencement of Conciliation proceedings:
11. Appointment of Conciliator.
12. Disclosure
13. Confidentiality
14. Role of Conciliator.
15. Role of conciliator in other proceedings.
16. Conciliator not bound by certain enactments
17. Conduct of Conciliation
18. Time limit for completion of Conciliation.
19. Submission of statement to the Conciliator.
19. Mediated settlement agreement
20. Registration of settlement agreement.
21. Failure of Conciliation
22. Admissibility; Privilege against Disclosure; Indemnity
23. Termination of Conciliation
24. Enforcement of settlement agreement.
25. Challenge to settlement agreement.
CHAPTER D: MISCELLANEOUS
26. Language
27. Secretary – duties and power to remove difficulties and defects
28 Certified copies
29. Transmission of Records

Schedule I :Workflow management.
Schedule II: fees and cost.
Schedule III: Process of obtaining certified copy.
Schedule IV: Model Conciliation **clause.**
Schedule V: Code of conduct of Conciliator**.**
Schedule VI: Process for video conferencing.

Schedule VII: Disclosure and acceptance by Conciliator**.**

Preamble

'ODR Nexus' is a registered company incorporated under the law and engaged in providing Alternate Dispute Resolution (ADR) services. 'ODR Nexus' has its own online platform providing administrative and technical support for resolution of disputes online via Arbitration, Conciliation and Mediation, making it a convenient, cost effective and efficient mode of resolving disputes from the comfort of one's own location without travelling and therefore saving time and cost. The platform can be accessed from www.odrnexus.com using individual login credentials in all electronic devices.

The platform has a number of *Conciliators* in its panel, who are experts in their respective domains and have wide experience in conciliation. This platform provides end to end technical and administrative services to resolve the disputes by fair, impartial and equal manner by giving full opportunity to participate in the proceedings ODR Nexus plays no role in the outcome. The decisions of the conciliator are independent of this platform and hence, this ODR Nexus has no interest whatsoever and there exists no conflict of interest.

CHAPTER A:
PART I: SHORT TITLE, EXTEND AND COMMENCEMENT OF THE RULE
1. Application and Interpretation

1.1 These rules may be called the ODR Nexus Conciliation Rules, 2025.

1.2 If any of these Rules are in conflict with a mandatory provision of law, such provisions of law shall prevail.

1.3 These Rules shall come into force with effect from the date of incorporation of ODR Nexus.

1.4.These Rules comprise the Rules and the Schedules as amended from time to time.

1.5 Save as otherwise provided by any law for the time being in force and unless the parties have otherwise agreed, this Part shall apply to conciliation of disputes arising out of legal relationship, whether contractual or not and to all proceedings relating thereto.

1.6 This Part shall not apply where by virtue of any law for the time being in force certain disputes may not be submitted to conciliation.

1.7 A court, tribunal or other judicial or statutory authority may refer a dispute for Conciliation.

2. Definition

2.1 "Applicant" and "Initiating party" means the party initiating the Conciliation proceeding;

2.2 "Audio - Video electronic means" includes use of any communication device for video conferencing, filing of pleadings, recording of evidence, transmission of electronic communication, for the purposes of conduct of arbitral proceedings and any other matter incidental thereto.

2.3 "Authorised Representative" means the authorised person of the party having authority or power to represent the party.

2.4 "Case and Case ID" refers to a workspace that the Secretariat shall create on the Portal. Every Case will have a unique case ID that will be communicated to the parties.

2.5 "Case Repository" means a central location in which records pertaining to a particular case are stored and managed.
2.6 "Certified Copies" means the copy of the documents of the case proceeding which is certified and issued by the Secretary as per the provision of schedule <<>>
2.7 "Clause" means clauses of these Rules.
2.8 "Code" means Code of conduct and disclosures of Conciliators as prescribed under these rules and as per schedule <<>>
2.9"Communication" means any notice, invitation, instruction, notification, pleading, application, document, order, award, certificate, report, or settlement agreement communicated and sent by ODR Nexus.
2.10. "Conciliator" means a person who is appointed to be a Conciliator by the parties or by ODR Nexus being a service provider, to undertake Conciliation.
2.11 "Court" means the competent court in India having pecuniary and territorial jurisdiction and having jurisdiction to decide the disputes forming the subject matter of Conciliation, if the same had been the subject matter of a suit or proceeding
2.12 "Dispute" means any breach, non-performance, or violation of the terms and conditions of an agreement executed between the parties, giving rise to a cause of action that has been referred to ODR Nexus for resolution in accordance with the provisions of the Act and under these rules.
2.13 "Electronic Signature" or "e-sign" refers to data in electronic form, in or attached to a data message, used to identify a signer and to express acknowledgment of the content of the data message as per the provision of IT Act 2000 and under Civil Procedure Code as the case may be.
2.14 "Institution" means ODR Nexus providing administrative and technical support to facilitate conciliation;
2.15 "Invitation to Conciliation" means the invitation sent by one party to another party to participate in the conciliation proceedings under these rules whether or not any conciliation clause or agreement existed;
2.16 "Legal Heir or Legal representative" means a person who in law represents the estate of a deceased person, and includes any person who intermeddles with the estate of the deceased, and, where a party acts in a representative character, the person on whom the estate devolves on the death of the party so acting;
2.17 "Letter of Request" shall mean the request made by the Claimant to ODR Nexus to administer proceedings and provide technical support under these rules;
2.18 "Conciliation settlement agreement" means an agreement includes an agreement in writing resulting from Conciliation.
2.19 "ODR Nexus" shall mean an Alternate Dispute Resolution institution having its platform owned by AAA Dispute Resolution LLP. It provides administrative and technical support to facilitate the conduct of arbitration, conciliation and mediation proceedings in accordance with the Act.
2.20 "Online Conciliation" means conciliation taken place online at any stage using electronic methods such as encrypted emails, secure chat rooms, or audio video electronic means.
2.11 "Participants" means persons other than the parties who participate in the Conciliation and includes advisers, advocates, consultants and any technical experts and observers;
2.22 "Party" means a party to a Conciliation agreement or Conciliation proceeding.

2.23 "**Panel of Resolutionaries**" means Resolutionaries (Arbitrators, Mediators and Conciliators) empanelled with ODR Nexus, the list of which is available at www.odrnexus.com

2.24 "Platform" means the ODR Nexus Platform, an internet-based dispute resolution platform which is accessible at www.odrnexus.com

2.25 "Prescribed" means as prescribed under these rules or under the Act.

2.26 "Respondent" or **"non applicant"** means the party called upon to participate in the conciliation proceedings under these Rules;

2.27 "Rules and schedules" means ODR Nexus dispute resolution rules including schedules thereto.

2.28 "Secretary " means and includes its associates to perform the duties as may be assigned to them by ODR Nexus from time to time.

2.29 "Secretariat" refers to ODR Nexus's administrative and technical personnel that are responsible for coordinating the swift management and resolution of Disputes, including (but not limited to), processing requests for arbitration, financial administration, coordination and tracking progress of the arbitration proceedings and providing technical and administrative assistance

2.30 "**Tribunal Secretary**" means the coordinator responsible for providing administrative and technical support in allotted cases or as may be directed by the Secretary. Also to ensure compliance of the directions or the orders given by the Resolutionaries.

2.31 "User" shall mean any party to the proceeding, Counsels of the party, Resolutionaries, personnels of secretariat or such other person as may be permitted by ODR Nexus.

3. Manner of Communication:

3.1 For the purposes of these Rules, any notice, communication or proposal shall be in writing. Any such Written Communication may be sent and delivered by registered post or courier service as approved by ODR Nexus or transmitted by any form of electronic communication (including email, whatsapp, sms), or delivered by any other manner that provides a record of its transmission or in any other means as may be decided by the Secretariat or the conciliator, as the case may be.

3.2 Other than electronic communication, it shall be deemed to have been received if it is sent and delivered to-

(a) the addressee personally; or

(b) the addressee's habitual residence, place of business, email or address as specified in the agreement; or

(c) the addressee refused to receive or the same remains unclaimed by the addressee or any of the family members present there; or

(d) as per the terms of the agreement.

3.3 If none of the places referred to in clause 3.1 above can be found after making a reasonable inquiry, the Written Communication shall be deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address by registered post or by way of an email or by any other means, which provides a record of attempted delivery.

3.4. In addition or simultaneously to the above modes of communication, the communication may be sent and given DASTI (by hand) and such communication shall be deemed to be sent and delivered in the light of provision of Order V Rule 9(5), Rule 17 and Rule 20 of the CPC.

3.5 All communications, notices, and documents related to the conciliation proceedings may be transmitted through electronic means, including but not limited to email, SMS, and WhatsApp, to the contact details provided by the parties. In accordance with Section 4 and Section 5 of the Information Technology Act, 2000 any notice, document, or communication sent electronically shall be deemed valid and legally recognized, provided that it is accessible for subsequent reference.

3.6. Any communication shall be deemed to have been served if the platform receives an electronic confirmation of successful delivery, such as:

(a) delivery receipt, read receipt, or tracking confirmation from the respective service provider; or

(b) A system-generated confirmation of delivery; or

(c) Any other valid proof of transmission as recognized under the law

3.7. It shall be the sole responsibility of the recipient to check their email inbox, including spam/junk folders, and ensure that communications from the platform or the opposing party are not inadvertently blacklisted, marked as spam, block or unsubscribe. Non-receipt of an email due to any of the above or other intentional reasons shall not be a valid ground to dispute service.

3.8. Acknowledgment and Presumption of service of electronic communication:

3.8.a. In accordance with Section 13 of the IT Act, 2000, an electronic communication is deemed to be sent when it enters into an electronic device and outside the control of the sender in such a situation it shall be deemed to be sent when it is incapable of being retrieved by the sender.

3.8.b. The acknowledgment of receipt is not mandatory for service to be considered valid if electronic tracking confirms successful delivery.

3.9. In case of any dispute regarding service, electronic records and logs maintained by the platform or its service providers shall be deemed to be valid evidence and proof under the law, and shall be admissible in legal proceedings.

4. Calculation of Period of time for communication:

For the purposes of calculating the period of time in respect of Communications under these Rules, such period shall begin to run on the day following the day when a Communication is received or deemed to have been delivered. When the day following such a date is a declared holiday at the place of recipient, the time period commences on the first following working day.

CHAPTER C:COMMENCEMENT OF PROCEEDING

6. Jurisdiction to undertake Conciliation**:**

11.1 Every conciliation under these Rules shall be conducted *online*, unless otherwise agreed by the parties, irrespective of the territorial jurisdiction.

Explanation: 'Territorial jurisdiction' of the court or tribunal shall mean the competency of the Court or Tribunal to decide the subject matter of dispute.

11.2. For the purpose of enforcement and challenge of the Conciliation Settlement Agreement, conducted under the provision of clause 11.1 , shall be deemed to have been undertaken within the territorial jurisdiction of the court or tribunal of competent jurisdiction.

10. Commencement of Conciliation proceedings:

12.1 A party can initiate Conciliation proceedings by submitting a letter of request to ODR Nexus briefly identifying the subject of the dispute, under the following circumstances-

(a) In case there exists an agreement between the parties to settle the dispute through Conciliation; or

(b) In case where no agreements exists between the parties to settle the disputes through Conciliation subject to consent of other party;

12.2. Conciliation proceedings shall commence when the other party accepts in writing the invitation to conciliate.

12.3. If the other party *rejects* the invitation, there will be no conciliation proceedings.

12.4 Unless agreed otherwise, upon initiation of conciliation, the other party does not reply within ***thirty days*** from the date on which he receives the invitation, or within extended period of time as may be allowed, the same shall be treated as rejection of the invitation by the other party. Proceeding shall be terminated under intimation to the initiating party.

12.5. Both the parties can jointly initiate Conciliation proceedings by registering themself on ODR Nexus where there exists or not any agreement between them.

12.6 On the referring of the matter for Conciliation through ODR Nexus, by the competent Court, Tribunal or Authority, the Conciliation proceeding can be initiated upon receiving the matter.

11. Appointment of Conciliator.

11.1 To maintain equality , complete involvement , transparency , impartiality , fairness and party autonomy, in the end to end Conciliation proceedings including the appointment of Conciliator in line with established law of the land, both the parties shall be at liberty to participate in the appointment process of Conciliator within such period of time as stipulated in these rules. Parties shall also be at the liberty to mutually select the Conciliator independently of their choice or from the panel of Conciliator as maintained in the website of ODR Nexus.

11.2 Unless otherwise agreed there shall be one Conciliator.

11.2. In the event of *three* Conciliator panels, each party shall select *one* Conciliator from the panel of Conciliators maintained by ODR Nexus and the parties may agree on the name of the third conciliator who shall act as the presiding conciliator. In case of failure to mutually select the third conciliator, ORD Nexus shall appoint the third conciliator.

11.4. The Secretary may, suo motu or on an application by the parties to the proceedings, in appropriate cases, replace the Conciliator and may appoint another Conciliator.

12. Disclosure

14.1. The person appointed as Conciliator shall, prior to the conduct of Conciliation, disclose in writing to the parties regarding any circumstance 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 his independence or impartiality as a Conciliator.

14.2 During the Conciliation, if any new situation arises, which can potentially give rise to justifiable doubt on independence or impartiality of the Conciliator, he shall, without delay, disclose the same to parties in writing.

13. Confidentiality

Notwithstanding anything contained in any other law for the time being in force, the conciliator and the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except in case where it is required to be disclosed by them under the provision of any prevailing law.

14. Role of Conciliator.

14.1 The conciliator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
14.2 The conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
14.3 The conciliator may conduct the conciliation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliator hear oral statements, and the need for a speedy settlement of the dispute.
14.4 The conciliator may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.
14.5 When the conciliator receives factual information concerning the dispute from a party, he shall disclose 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:
Provided that when a party gives any information to the conciliator subject to a specific condition that it be kept confidential, the conciliator shall not disclose that information to the other party.
14.6 The Conciliator shall be bound by the code of conduct as per schedule <<>>

15. Role of conciliator in other proceedings.

Unless otherwise agreed by the parties,—
(a) the conciliator shall not act as an arbitrator or as a representative or counsel of a party in any arbitral or judicial proceeding in respect of a dispute that is the subject of the conciliation proceedings;
(b) the conciliator shall not be presented by the parties as a witness in any arbitral or judicial Proceedings.

16. Conciliator not bound by certain enactments

16.1 The conciliator is not bound by the Code of Civil Procedure, 1908 or Bharatiya Sakshya Adhiniyam, 2023

17. Submission of statements to conciliator

17.1 The Conciliator shall facilitate online communications, discussions and negotiations between the parties through Secretariat, ODR Nexus to enable them to understand the issues and reach a settlement of their disputes.
17.2 The conciliator, upon his appointment, may request each party to submit to him a brief written statement describing the general nature of the dispute and the points at issue. The same shall be made available to all the parties.
17.3 The conciliator 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 same shall be made available to all the parties.
17.4 At any stage of the conciliation proceedings, the conciliator may request a party to submit to him such additional information as he deems appropriate.
17.5 Each party may, on his own initiative or at the invitation of the conciliator, submit to the conciliator suggestions for the settlement of the dispute.
17.6 Conciliator shall invite the parties for a virtual meeting or may communicate with them orally or in writing. He may meet online or communicate via email with the parties

together or with each of them separately. In exceptional cases, a Conciliator may agree for a physical meeting after consultation with the parties on such terms as may be agreed by the parties in respect to place, date, time and cost of such meeting in the interest of settlement.

17.7 The Conciliator may, with the consent of all the parties and at their cost, obtain the advice or assistance of any experts on any matter in issue in the disputes.

18. Time limit for completion of Conciliation

18.1 Unless otherwise agreed by the parties notwithstanding anything contained in any other law for the time being in force, Conciliation shall be completed within a period of *90 days (Ninety days)* from the date fixed for the first appearance before the Conciliator.

18.2 The period for Conciliation mentioned under clause 18.1 may be extended for a further period as agreed by the parties, but not exceeding sixty days.

18.3 For the purpose of calculating the time limit, the date falls on either a holiday or a declared holiday , the case shall be taken up on the next working day following such date.

19. Conciliation settlement agreement:

19.1 When it appears to the conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the conciliator may reformulate the terms of a possible settlement in the light of such observations.

19.2 If the parties reach agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the conciliator may draw up, or assist the parties in drawing up, the settlement agreement.

19.3 When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.

19.4 The conciliator shall authenticate the settlement agreement and furnish a digital signed copy thereof to each of the parties.

19.5 The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of the Act.

20. Termination of conciliation proceedings.

20.1 The conciliation proceedings shall be terminated —

(a) on the rejection of the invitation under clause 12.3 and clause 12.4 of these Rules

(b) on the signing of the settlement agreement by the parties and authenticated by the Conciliator; or

(c) by a written declaration or failure report of the conciliator , after consultation with the parties, to the effect that further efforts at conciliation are no longer justified; or

(d) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings should be terminated.

(*e*) on the expiry of time limit under clause 18 of these Rules.

20.2 Unless otherwise agreed, the failure report referred in clause 20.1(c) shall not disclose the cause of non- settlement, or any other matter or thing referring to their conduct, during conciliation.

21. Cost and Fees

21.1 Unless otherwise agreed, the cost of proceeding including the fee of Conciliator shall be determined by ODR Nexus.

21.2 Fee of the Conciliator shall be paid by ODR Nexus to the Conciliation on such terms as may be agreed prior to appointment.

22. Admissibility of evidence in other proceedings

22.1 The parties shall not 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 conciliation proceedings,—

(a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;

(b) admissions made by the other party in the course of the conciliation proceedings;

(c) proposals made by the conciliator;

(d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the conciliator.

23. Exclusion and Waiver of Liability

ODR Nexus including the secretary, members of the secretariat, officers, employees including founder(s), Conciliator or all other persons involved with ODR Nexus directly or indirectly , shall not be liable to any person for anything which is done in good faith, done or intended to be done under these Rules.

24. Language

24.1 The Conciliator with the consent of the parties shall determine the language or languages to be used in the Conciliation process.

25. Secretary – duties and power to remove difficulties and defects

27.1 The Secretary shall carry out their responsibilities and oversee the administration of proceedings conducted online or electronically on the platform, ensuring that all proceedings are executed and managed in a timely, seamless, efficient, accurate, and convenient manner. Additionally, the Secretary is obligated to perform any other duties assigned to them.

27.2 To facilitate the proper conduct of proceedings as outlined above, the Secretary is empowered to inspect, audit, monitor, and supervise the platform, case management system, secretarial tasks, and adherence to directives issued by the Conciliator. These duties shall be carried out periodically or as and when decided by the Secretariat.

27.3 If during such an inspection or audit, any technical or secretarial error is discovered which may or may not have an impact in the case, the Secretary shall have the authority to rectify, resolve, or reverse such an error, either suo-motu or upon receiving a report, without referring to the Conciliator, remove or rectify such error as deemed fit and expedient in the interest of justice looking into the facts and circumstance of the case or in its discretion may bring it to the notice of the Conciliator as well as parties.

27.4. Once the parties agree upon rectification of such error as mentioned in clause 27.3 the Conciliator may accordingly rectify such errors.

26 Certified copies:

26.1. A certified copy of the Conciliation Settlement Agreement pertaining to the case may be obtained by the parties on requisition made in writing to the Secretary, ODR Nexus.

26.2 On receipt of an application under clause 26.1 of these rules , the Secretary may after completing necessary formalities as described in **schedule <<>>** of these Rules issue the certified copies as requested under its signature and seal of ODR Nexus..

26.3 A party may also obtain a web authenticated certified copy of the Mediated Settlement Agreement directly from the platform after fulfilling the process as prescribed in **schedule <<>>** of these Rules.

27. Transmission of records

27.1 In case of receipt of any requisition or direction or order from any competent Court or authority for production of records pertaining to any particular case, the Secretary shall prepare the copies of requisite records from the platform, certify it and provide electronically or physically, as requested, to the concerned authority.