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Rules for Mediation

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

MEDIATION RULES

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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 through 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.

ODR Nexus accredit and maintain a panel of expert mediators, who are experts in their respective domains as well as trained and certified by competent authority / institution and have wide experience in resolving disputes through mediation. This platform provides seamless mediation services including technical and administrative support to resolve such disputes by fair, impartial and equal manner by giving full opportunity to participate in the mediation proceedings starting from appointment of Mediator of their choice. ODR Nexus encourages resolving disputes through mediation. The agreement on settlement of the parties are independent of this platform and hence, ODR Nexus has no interest whatsoever in the outcome of the proceedings and there exists no conflict of interest. Committed to professionalism and ethics, we ensure high standards among mediators.

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 Mediation 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 March 6, 2025.
1.4 These Rules comprise the Rules and the Schedules as amended from time to time.
1.5 These Rules shall be the governing rules for Mediation conducted as per the provision of the Act through ODR Nexus.
1.6 These rules shall apply to mediation conducted in India where
(i) all or both parties habitually reside in or are incorporated in or have their place of business in India; or
(ii) the parties agrees to resolve their disputes through mediation in accordance with the provisions of the Act or these rules; or
(iii) there is an international mediation; or
(iv) wherein one of the parties to the dispute is the Central Government or a State Government or agencies, public bodies, corporations and local bodies, including entities controlled or owned by such Government and where the matter pertains to a commercial dispute; or
(v) to any other kind of dispute if deemed appropriate and notified by the Central Government or a State Government from time to time, for resolution through mediation under this Act, wherein such Governments, or agencies, public bodies, corporations and local bodies including entities controlled or owned by them, is a party; or
(vi) no written agreement exists between the parties, but if one of the parties wishes to resolve the dispute through mediation, the party can do so by inviting the other party to mediation; or
(vii) A court, tribunal or other judicial or statutory authority may refer a dispute for Mediation.

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2. Definition
In these Rules, unless the context otherwise requires -

2.1 “Applicant” and “Initiating party” means the party initiating the mediation 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 , managed and displayed for the parties.
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 III of these Rules.
2.7 “Clause” means clauses of these Rules.
2.8 “Code” means Code of conduct and disclosures of Mediators as prescribed under these rules and as per Schedule V of these Rules.
2.9 “Communication” means any information and attachment sent through the platform including but not limited to notice, invitation, instruction, notification, pleading, application,

document, order, certificate, report or mediated settlement agreement communicated and sent by ODR Nexus.

2.10 "Commercial Dispute" means a dispute arising out of—

(i) ordinary transactions of merchants, bankers, financiers and traders such as those relating to mercantile documents, including enforcement and interpretation of such documents;

(ii) export or import of merchandise or services;

(iii) issues relating to admiralty and maritime law;

(iv) transactions relating to aircraft, aircraft engines, aircraft equipment and helicopters, including sales, leasing and financing of the same;

(v) carriage of goods;

(vi) construction and infrastructure contracts, including tenders;

(vii) agreements relating to immovable property used exclusively in trade or commerce;

(viii) franchising agreements;

(ix) distribution and licensing agreements;

(x) management and consultancy agreements;

(xi) joint venture agreements;

(xii) shareholders agreements;

(xiii) subscription and investment agreements pertaining to the services industry including outsourcing services and financial services;

(xiv) mercantile agency and mercantile usage;

(xv) partnership agreements;

(xvi) technology development agreements;

(xvii) intellectual property rights relating to registered and unregistered trademarks, copyright, patent, design, domain names, geographical indications and semiconductor integrated circuits;

(xviii) agreements for sale of goods or provision of services;

(xix) exploitation of oil and gas reserves or other natural resources including electromagnetic spectrum;

(xx) insurance and re-insurance;

(xxi) contracts of agency relating to any of the above; and

(xxii) such other commercial disputes as may be notified by the Central Government.

Explanation.—A commercial dispute shall not cease to be a commercial dispute merely because—

(a) it also involves action for recovery of immovable property or for realisation of monies out of immovable property given as security or involves any other relief pertaining to immovable property;

(b) one of the contracting parties is the State or any of its agencies or instrumentalities, or a private body carrying out public functions;

2.11 "Community Mediator" means a mediator for the purposes of conduct of community mediation under clause 9 of these Rules.

2.12 "Council" means Mediation Council of India.

2.13 "Court" means the competent court in India having pecuniary and territorial jurisdiction and having jurisdiction to decide the disputes forming the subject matter of mediation, if the same had been the subject matter of a suit or proceeding

2.14 "Court-annexed mediation" means mediation including pre-litigation mediation conducted at the mediation centres established by any court or tribunal and also online mediation conducted under the direction / order of Court. Tribunal and other competent authority through ODR Nexus;

2.15 "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.

2.16 "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.

2.17 "Institutional mediation" means mediation conducted under the aegis of a mediation service provider including online Mediation administered and supported by ODR Nexus;

2.18 "International mediation" means mediation undertaken under the Act or these Rules and relates to a commercial dispute arising out of a legal relationship, contractual or otherwise, under any law for the time being in force in India, and where at least one of the parties, is.—

(i) an individual who is a national of, or habitually resides in, any country other than India; or

(ii) a body corporate including a Limited Liability Partnership of any nature, with its place of business outside India; or

(iii) an association or body of individuals whose place of business is outside India; or

(iv) the Government of a foreign country;

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2.19 "Invitation to Mediation" means the invitation sent by one party to another party through ODR Nexus to participate in the mediation proceedings under these rules whether or not any mediation clause or agreement existed.

2.20 "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;

2.21 "Letter of Request" shall mean the request made by the applicant to ODR Nexus to administer proceedings and provide technical support under these rules;

2.22 "Mediation" means and includes, subject to other provisions of the Act whether any mediation agreement exists or not, a process, whether referred to by the expression mediation, pre-litigation mediation, online mediation, community mediation, conciliation or an expression of similar import, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person referred to as mediator.

2.23 "Mediator" means a person who is appointed to be a mediator, by the parties or by ODR Nexus being a mediation service provider, to undertake mediation, who does not have the authority to impose a settlement upon the parties to the dispute.

2.24 "Mediation Act" means Mediation Act 2023.

2.25 "Mediation Agreement" means and includes

(a) an agreement which is in writing, by or between parties and anyone claiming through them, to submit to mediation all or certain disputes which have arisen or which may arise between the parties.

(b) such agreement may be in the form of a mediation clause in a contract, including a ODR Nexus mediation clause as per Schedule IV of these Rules or in the form of a separate agreement.
(c) a mediation agreement is in writing, if it is contained in or recorded as:- (i) any document signed by the parties; or (ii) an exchange of communications or letters including through electronic form as provided under the Information Technology Act, 2000; or (iii) any pleadings in a suit or any other proceedings in which existence of mediation agreement is alleged by one party and not denied by the other ; or (iv) the parties may agree to submit to mediation any dispute arising between them under an agreement, whether entered prior to arising of the dispute or subsequent thereto; or (v) A mediation agreement in case of international mediation shall refer to an agreement for resolution in matters of commercial disputes as defined under these rules.

2.26 "Mediation institution" means ODR Nexus - a mediation service provider.
2.27 "Mediated settlement agreement" means an agreement including an agreement in writing between some or all of the parties resulting from mediation, settling some or all of the disputes between such parties including settlement agreement resulting from online mediation, and authenticated by the mediator as explained in clause 19 of these Rules.
2.28 "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 law and provisions of these Rules.
2.29 "ODR Nexus Mediation Clause" means the dispute resolution clause in an agreement between the parties, in which, the parties agree (either prior or post occurrence of dispute) to resolve their dispute through mediation with the administrative and technical support of ODR Nexus (electronically and digitally) including the appointment of Mediator.
2.30 "Online mediation" means mediation taken place online at any stage using electronic methods such as encrypted emails, secure chat rooms, or audio video electronic means.
2.31 "Participants" means persons other than the parties who participate in the mediation and includes advisers, advocates, consultants and any technical experts and observers;
2.32 "Party" means a party to a mediation agreement or mediation proceeding whose agreement or consent is necessary to resolve the dispute and includes their successors;
2.33 "Place of business" includes—
(a) a place from where the business is ordinarily carried on, and includes a warehouse, a godown or any other place where a party stores it's goods, supplies or receives goods or services or both; or
(b) a place where a party maintains its books of account; or
(c) a place where a party is engaged in business through an agent, by whatever name called;
2.34 "Pre-litigation mediation" means a process of undertaking mediation, as provided under these Rules and under section 5 of the Act, for settlement of disputes prior to the filing of a suit or proceeding of civil or commercial nature in respect thereof, before a court or notified tribunal under sub-section (2) of section 5 of the Act;

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

2.36 "Person" includes an individual, corporation, partnership, joint venture, association of persons, trust, unincorporated organisation, government (central, state or otherwise), sovereign state, or any agency, department, authority or political subdivision thereof, international organisation, society, agency or authority (in each case, whether or not having separate legal personality) and shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

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

2.38 "Prescribed" means as prescribed under these rules and / or under the Act.

2.39 "Respondent" or "non applicant" means the party called upon to participate in the mediation proceedings under these Rules;

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

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

2.42 "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 Mediation, financial administration, coordination and tracking progress of the Mediation proceedings and providing technical and administrative assistance

2.43 "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.

2.44 "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 Mediator, 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 3.2 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 mediation 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:

4.1 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 B:

5. Disputes or matters not fit for mediation

Following matters are not fit for meditation under these rules (refer to schedule VIII of these rules) -

5.1.Disputes which by virtue of any law for the time being in force may not be submitted for mediation.

5.2 Disputes relating to claims against minors, deities; persons with intellectual disabilities under paragraph 2 of the Schedule and person with disability having high support needs as defined in clause (t) of section 2 of the Rights of Persons with Disabilities Act, 2016 (49 of 2016); persons with mental illness as defined in clause (s) of sub-section (1) of section 2 of the Mental Healthcare Act, 2017 (10 of 2017); persons of unsound mind, in relation to whom proceedings are to be conducted under Order XXXII of the Code of Civil Procedure, 1908 (5 of 1908); and suits for declaration of title against Government; declaration having effect of right in rem.

5.3 Disputes involving prosecution for criminal offences.

5.4 Complaints or proceedings, initiated before any statutory authority or body in relation to registration, discipline, misconduct of any practitioner, or other registered professional, such as legal practitioner, medical practitioner, dentist, architect, chartered accountant, or in relation to any other profession of whatever description, which is regulated under any law for the time being in force.

5.5 Disputes which have the effect on rights of a third party who are not a party to the mediation proceedings except only in matrimonial disputes where the interest of a child is involved.

5.6 Any proceeding in relation to any subject matter, falling within any enactment, over which the Tribunal constituted under the National Green Tribunal Act, 2010 (19 of 2010), has jurisdiction.

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5.7 Any dispute relating to levy, collection, penalties or offences, in relation to any direct or indirect tax or refunds, enacted by any State legislature or the Parliament.

5.8 Any investigation, inquiry or proceeding, under the Competition Act, 2002 (12 of 2003), including proceedings before the Director General, under the Act; proceedings before the Telecom Regulatory Authority of India, under the Telecom Regulatory Authority of India Act, 1997 (24 of 1997) or the Telecom Disputes Settlement and Appellate Tribunal established under section 14 of that Act.

5.9 Proceedings before appropriate Commissions, and the Appellate Tribunal for Electricity, under the Electricity Act, 2003 (36 of 2003).

5.10. Proceedings before the Petroleum and Natural Gas Regulatory Board, and appeals therefrom before the Appellate Tribunal under the Petroleum and Natural Gas Regulatory Board Act, 2006 (19 of 2006).

5.11 Proceedings before the Securities and Exchange Board of India, and the Securities Appellate Tribunal, under the Securities and Exchange Board of India Act, 1992 (15 of 1992).

5.12 Land acquisition and determination of compensation under land acquisition laws, or any provision of law providing for land acquisition.

5.13. Any other subject matter of dispute which may be notified by the Central Government.

Provided that nothing contained herein shall prevent any court, if deemed appropriate, from referring any dispute relating to compoundable offences including the matrimonial offences which are compoundable and pending between the parties, to mediation:

Provided further that the outcome of such mediation shall not be deemed to be a judgment or decree of court referred to in sub-section (2) of section 27 of the Act, and shall be further considered by the court in accordance with the law for the time being in force.

6. Disputes or matters fit for mediation.

6.1 Except mentioned in clause 5 of these Rules, all other disputes or matters may be resolved through mediation or any other disputes or matters as may be referred by Court, Tribunal or other judicial or statutory authority may refer a dispute for mediation to the ODR Nexus.

7. Pre- Litigation Mediation:

7.1 Subject to other provisions of these Rules and the Act, whether any mediation agreement exists or not, the parties before filing any suit or proceedings of civil or commercial nature in any court or notified tribunal may voluntarily and with mutual consent take steps to settle the disputes by pre-litigation mediation in accordance with the provisions of these Rules and the Act, and submit the case to ODR Nexus to conduct the mediation proceedings;

Provided that pre-litigation mediation in matters of commercial disputes of specified value shall be undertaken in accordance with the provisions of section 12A of the Commercial Courts Act, 2015, and the rules made thereunder.

8. Online Mediation:

8.1 Online mediation including pre-litigation mediation may be conducted at any stage of mediation under these Rules and the Act, with the consent of the parties including by the use of electronic form or computer networks but not limited to an encrypted electronic mail service, secure chat rooms or audio video electronic mode or both.

8.2 The conduct of online mediation shall be in the circumstances, which ensure that the essential elements of integrity of proceedings and confidentiality are maintained at all times and the mediator may take such appropriate steps in this regard as he deems fit.

8.3 Subject to the other provisions of these Rules and the Act, the mediation communications in the case of online mediation shall, ensure confidentiality of mediation.

9. Community Mediation:

9.1 Any dispute likely to affect peace, harmony and tranquillity amongst the residents or families of any area or locality may be settled through community mediation with prior mutual consent of the parties to the dispute.

9.2 For the purposes of clause 9.1, any of the parties through its representative shall make an application for conducting community mediation either directly to ODR Nexus or before the concerned appropriate Authority for referring the dispute to ODR Nexus for resolving through online mediation.

9.3 After referring to the matter, for such mediation, unless otherwise agreed, a panel of three community mediators shall be constituted by the ODR Nexus from its panel.

9.4 Unless otherwise agreed, ODR Nexus shall have the sole discretion to appoint community mediators who are either certified, trained and recognised from the panel of mediators maintained by ODR Nexus.

10. Procedure for community mediation:

10.1 Any community mediation shall be conducted by the panel of community mediators referred to clause 9.3 of these Rules who shall devise suitable procedure for the purpose of resolving the dispute.

10.2 The community mediators shall endeavour to resolve disputes through community mediation and provide assistance to parties for resolving disputes amicably.

10.3 In every case where a settlement agreement is arrived at through community mediation under these Rules and this Act, the same may be reduced into writing with the signature of the representative of the parties and authenticated by the community mediators, a copy of which be provided to the representative of the parties, concerned appropriate Authority and secretary ODR Nexus.

10.4 In cases where no settlement arrived, a copy of signed non-settlement report may be submitted by the community mediators to the representative of the parties, concerned appropriate Authority and secretary ODR Nexus.

10.5 Any settlement agreement arrived at under 'Community Mediation' shall be for the purpose of maintaining the peace, harmony and tranquillity amongst the residents or families of any area or locality but shall not be enforceable as a judgment or decree of a civil court.

10.6 ODR Nexus may at its sole discretion and on application extend the service of provisioning registration of the mediated settlement agreement under the Act.

CHAPTER C:COMMENCEMENT OF PROCEEDING

11. Jurisdiction to undertake Mediation:

11.1 Every mediation 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, challenge and registration of the mediated 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.

12. Initiation of Mediation:

12.1 A party can initiate Mediation proceedings by submitting a letter of request to ODR Nexus under the following circumstances-

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

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

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

12.3 On referring to the matter for mediation through ODR Nexus, by the competent Court, Tribunal or Authority, the mediation proceeding can be initiated upon receiving the matter.

12.4 Upon accepting the invitation within the time as mentioned in the invitation letter, Mediator shall be appointed as per these Rules and on non-acceptance of such invitation, proceeding shall be terminated.

12.5 If no response from the other party within the time specified in the invitation letter, to explore amicable settlement through mediation, further invitation shall be sent to the other party. In case, no response received even after giving sufficient opportunity, the proceeding shall be terminated under intimation to the initiating party.

13. Appointment of Mediators.

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

13.2. In the event of *three* Mediators panel, each party shall select *one* Mediators in a manner prescribed in clause 13.1 and selected Mediators shall further select the *third* Mediators and all the *three* Mediators mutually shall nominate the presiding Mediators amongst them.

13.3.In case of failure to mutually appoint a Mediators or in the event of non-availability of the mutually selected Mediators as per clause 13.1 and clause 13.2, ODR Nexus shall assign the matter to one of the panel Mediators derived using automated case assignment algorithm to mediate the dispute or the matter.

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

14. Disclosure

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14.1. The person appointed as a mediator shall, prior to the conduct of mediation, 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 mediator.

14.2 During the mediation, the mediator shall, without delay, disclose to the parties in writing any conflict of interest, referred to in clause 14.1, that has newly arisen or has come to his knowledge.

14.3 Upon disclosure under clause 14.1 and 14.2, the parties shall have the option to waive any objection if all of them express in writing, which shall be construed as the consent of parties.

14.4 Upon disclosure under clause 14.1 or 14.2 or otherwise, if either party desires to replace the mediator or Mediator himself recuses from the dispute or matter, ODR Nexus shall terminate the mandate of mediator and appoint a new Mediator from the panel of Mediators with the consent of parties.

15. Confidentiality

15.1. ODR Nexus, the Secretary, Resolutionaries including Mediators, the parties and their nominees, authorised representatives, counsels etc shall not disclose the details of any proceedings under these Rules and shall keep confidential all matters relating to such Mediation proceedings including Mediated settlement Agreement, except in case where it is required to be disclosed by them under the provision of any prevailing law.

15.2. Apart from clause 15.1 ODR Nexus, the Secretary, Resolutionaries including Mediators, the parties and their nominees, authorised representatives, counsels etc shall comply with provisions of section 23 of the Act.

16. Role of Mediator.

16.1 The mediator shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of the responsibility of the parties to take decisions regarding their claims.

16.2 The mediator shall at all times be guided by the principles of objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and the standards for professional and ethical conduct.

16.3 The parties shall be informed expressly by the mediator that he only facilitates in arriving at a decision to resolve a dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

16.4 The mediator shall not (in other proceedings)—

(*a*) 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 matter of the mediation proceedings; and

(*b*) be presented by the parties as a witness in any arbitral or judicial proceeding.

16.5 The Mediators shall be bound by the code of conduct as per Schedule V of these Rules.

17. Conduct of Mediation:

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17.1 The mediator 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 A settlement at mediation is voluntary and the parties alone are responsible for taking decisions on the settlement in the mediation.

17.3 The mediator, upon appointment and during mediation proceedings, may request each party for submission and counter submission of their case and may also seek additional information as deemed appropriate, along with documents, if any, describing the general nature of the dispute. Such submissions of the parties shall be uploaded on the Platform and shall be made available to all parties and the Mediator.

17.4 The mediation process may include, the Mediator taking such measures as may be considered appropriate, taking into account the circumstances of the case, including meeting with parties or participants, jointly or separately, as frequently as deemed fit by the mediator, both in order to convene the mediation, and during the mediation for the orderly and timely conduct of the process and to maintain its integrity.

17.5 Mediator 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, Mediators 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.

17.6 The Mediator is not bound by the Code of Civil Procedure, 1908 (5 of 1908) or the Bharatiya Sakshya Adhiniyam, 2023.

17.7 The mediator 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.
17.8 The mediator may invite as a party to the mediation, any person who is interested in any or all of the issues in relation to the disputes or in its settlement, with consent of all parties and of the new party concerned.

18. Time limit for completion of Mediation

18.1 Unless otherwise agreed by the parties notwithstanding anything contained in any other law for the time being in force, mediation shall be completed within a period of *120 days (one hundred and twenty)* from the date fixed for the first appearance before the mediator.
18.2 The period for mediation 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. Mediated settlement agreement:

19.1 On completion of the Mediation Process, parties may arrive at a Mediated Settlement Agreement with regard to all or some of the disputes, the same shall be reduced into writing and signed by the parties. The Mediator shall upon authenticating the agreement, counter sign it and make a copy of it available to both the parties, referring Court, Tribunal or authority as the case may be.
19.2 Such settlement agreement may extend beyond the disputes referred to mediation, however, mediated settlement agreement which is void under the Indian Contract Act, 1872 (9 of 1872), shall not be deemed to be lawful settlement agreement within the meaning of mediated settlement agreement.

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20. Registration of settlement agreement

20.1 For the purposes of record, mediated settlement agreement arrived at between the parties, may, at the option of parties, be registered with an Authority or any other body as may be notified under the Act.
20.2 The registration referred to in clause 20.1, if required, may be made by the parties or ODR Nexus, at its discretion, within a period of *180 days* (one hundred and eighty) from the date of receipt of authenticated copy of mediated settlement agreement

21. Failure of Mediation

21.1 Subject to the provisions of section 26 of the Act, where no settlement agreement is arrived at between the parties, within the time period as provided herein above, or where, the mediator is of the view that no settlement is possible, he shall prepare a failure report and submit to the Secretary, ODR Nexus and parties in writing.
21.2 Such report referred in clause 21.1 shall not disclose the cause of non- settlement, or any other matter or thing referring to their conduct, during mediation.

22. Admissibility; Privilege against Disclosure; Indemnity

22.1. Subject to any law for the time being in force, no party or participant in the mediation shall in any proceedings before a court, tribunal or other authority, rely on or introduce as evidence any information or communication set forth in these rules, or call upon the mediator, participants, including experts and advisors engaged for the purpose of the mediation, secretariat, ODR Nexus and its officers involved in the administration of the mediation, to disclose such information.

Provided that evidence or information that is otherwise admissible or subject to discovery in proceedings shall not become inadmissible or protected from discovery solely by reason of its disclosure or use in a mediation.

22.2 ODR Nexus may compile or disclose general information concerning matters that have gone to mediation, for research, reporting or training purposes. Such information shall not identify parties or the specific disputes in the mediation.

23. Termination of Mediation

23.1 The mediation proceedings under these Rules shall be deemed to terminate on

(a) 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 and the other parties to the effect that the party wishes to opt out of mediation;

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

24. Enforcement of settlement agreement.

24.1 A mediated settlement agreement resulting from a mediation signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons claiming under them respectively and enforceable as per the clause 24.2 of these Rules and section 27 of the Act.

24.2 Subject to the provisions of clause 25 of these Rules and section 28 of the Act, the mediated settlement agreement shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908 (5 of 1908), in the same manner as if it were a judgment or decree passed by a court, and may, accordingly, be relied on by any of the parties or persons claiming through them, by way of defence, set off or otherwise in any legal proceeding.

25. Challenge to settlement agreement.

25.1 Notwithstanding anything contained in any other law for the time being in force, in any case in which the mediated settlement agreement is arrived at between the parties and is sought to be challenged by either of the parties, under the provisions of prevailing law.

25.2 A mediated settlement agreement may be challenged only on the grounds as mentioned under section 28 of the Act.

CHAPTER D: MISCELLANEOUS

26. Language

26.1 The mediator with the consent of the parties shall determine the language or languages to be used in the mediation process.

27. 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 Mediator. 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 Mediator, 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 Mediator as well as parties.

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

28 Certified copies:

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

28.2 On receipt of an application under clause 28.1 of these rules , the Secretary may after completing necessary formalities as described in schedule III of these Rules issue the certified copies as requested under its signature and seal of ODR Nexus..

28.3 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 III of these Rules.

29. Transmission of records

29.1 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.

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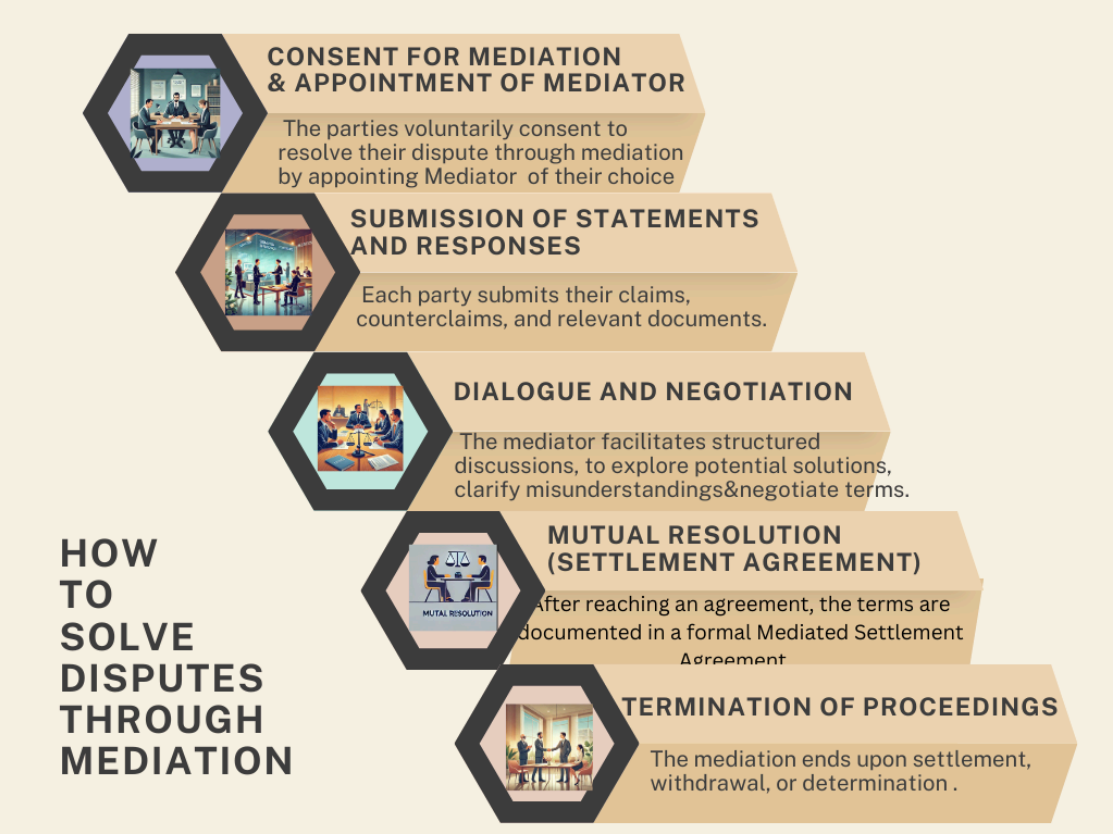
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Schedule I :Workflow management.

Mediation is a confidential and structured dispute resolution process where parties voluntarily engage with a neutral mediator to facilitate mutual agreement. It is a non-adversarial mechanism that promotes dialogue, preserves relationships, and empowers parties to craft their own solutions.

Mediation settlement agreement shall be binding on both the parties and enforceable under the provisions of the Act. Unlike litigation and arbitration, the mediated settlement agreement is not appealable in routine. *

With online mediation, parties gain enhanced flexibility—choosing their mediators, participating remotely, and tailoring the process to their needs. ODR Nexus ensures a seamless, tech-enabled mediation experience, providing efficient, fair, and enforceable resolutions from anywhere in the world.



**The Mediation Act, 2023, has not yet been fully enforced, and only certain provisions have come into effect as of the date of this document. While every effort has been made to ensure accuracy, users should verify the latest legal updates and amendments before relying on this schedule.*

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Schedule II: fees and cost.

The fee for Mediation shall be as per the MoU between the initiating party and ODR Nexus. The same may be amended from time to time.

The fee for Mediator shall be paid by ODR Nexus as may be agreed between the Mediator and ODR Nexus.

There shall be a non refundable registration fee for each case registered with ODR Nexus. The amount of which shall be determined and fixed under the MoU between the initiating party and ODR Nexus.

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Schedule III: Process of obtaining certified copy.

The certified copies of the following documents can be obtained by following the processes as narrated hereunder-

List of documents which can be obtained -

1. Certified copy of Mediated settlement agreement.
2. Certified copy of the entire proceeding

The process of obtaining the certified copy-

A. **For physical format:**

I. Parties can request for obtaining certified copies of the documents in physical format by writing an email to the secretary at care@odrnexus.com including the following information with the below subject line-

"*Subject line: Application for certified copy in physical format.*"

1. Case Number
2. Detail of documents for which certified copies are requested for.
3. No. of copies for each document.
4. Proof of payment of the fees for certified copy.
5. Full address along with PIN code.

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II. Parties should deposit the requisite fee before applying for such a request.

III. Certified copy shall be dispatched within 15 days from the date of application along with the proof of payment of the fee.

IV. If any of the above criteria are not fulfilled , the certified copy shall not be provided and ODR Nexus shall not be liable to intimate about it.

B. For digital format.

I. Through E-mail:

Parties can request for digital copies of documents by writing an email with the below subject line-

"*Subject line: Application for certified copy in digital format.*"
mentioning the i) case number ; ii) detail of the documents for which certified copies are required; iii) proof of payment and iv) email ID at which the copies are required to be sent.

II. Through individual log in:

Parties can also download web authenticated copies directly from their individual OTP based login during the pendency of the proceeding and also within **90 days** free of cost post closure of the proceeding. Post 90 days parties can only obtain the copies as per process narrated in above B(I).

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Schedule IV: Model Mediation clause.

To safeguard the interests, ensure a hassle-free future, and avoid court-related complexities, parties may include the following dispute resolution clause in their agreement.

This clause should be placed under the "Dispute Resolution" section of the agreement or a similar heading by ensuring that there are no conflicting clauses regarding dispute resolution, arbitration.

If agreement has already been executed, the parties can still incorporate this dispute resolution process by executing addendum to the agreement. The parties may contact ODR Nexus at legal@odrnexus.com for such addendum template.

DISPUTE RESOLUTION CLAUSE

Med - Arb Clause:

"Any dispute, controversy or claim arising out of or relating to this contract, including but not limited to, its construction, interpretation, scope, operation, or validity ("Dispute"), shall first be referred to ***mediation*** *administered by ODR Nexus in accordance with its Mediation Rules.*

If the dispute is not resolved through mediation within [30] days, or such other period as may be agreed by the parties in writing, from the date of commencement; or in case of failure; or non-participation of the parties, whichever is earlier, the dispute shall be referred to arbitration to be finally resolved under the administration and technical support from ODR Nexus in accordance with its Arbitration Rules for the time being in force.

The seat of Arbitration shall be [.....]. The Tribunal shall consist of a sole arbitrator appointed from the panel of arbitrators of ODR Nexus in accordance with the said Rules. The language of the mediation and arbitration proceedings shall be English. The decision of the sole Arbitrator shall be final and binding on the parties.

All proceedings shall be conducted virtually via the ODR Nexus. The Parties consent to communication via electronic means using email ID, phone number and whatsapp as well as postal means at last known address as per the agreement or as may be updated by the parties from time to time. The Parties also confirm that they have the

necessary technological capabilities to participate in online arbitration or mediation proceedings.Any changes shall be promptly notified to ODR Nexus."

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Schedule V: Code of conduct of Mediator.

This Code of Conduct establishes the ethical and professional standards that mediators must adhere to under established Mediation principles. Compliance with these principles ensures the integrity, credibility, and effectiveness of mediation proceedings and shall be binding upon all the Mediators under the panel of ODR Nexus.

1. Impartiality and Neutrality

1.1 A mediator shall conduct mediation proceedings with impartiality and avoid any conflict of interest.

1.2 A mediator shall disclose any personal, professional, or financial interest that may affect impartiality before accepting an appointment.

1.3 A mediator shall not act as an advocate for any party or show any bias.

2. Confidentiality

2.1 A mediator shall maintain strict confidentiality concerning all aspects of the mediation process, including discussions, documents, and agreements.

2.2 A mediator shall not disclose any information shared during mediation without the express consent of the parties, except as required by law.

2.3 A mediator shall ensure that any records or notes from the mediation are not used outside the proceedings.

3. Competence and Professionalism

3.1 A mediator shall possess the necessary qualifications, skills, and training as prescribed under the prevailing law.

3.2 A mediator shall continuously update their knowledge and skills through professional development programs.

3.3 A mediator shall conduct proceedings fairly, diligently, and in a professional manner, maintaining decorum throughout.

4. Voluntariness and Self-Determination

4.1 A mediator shall ensure that participation in mediation is voluntary and that parties are not coerced into any agreement.
4.2 A mediator shall assist parties in making informed decisions and shall not impose any settlement upon them.
4.3 A mediator shall respect the autonomy of the parties in crafting their own settlement terms.

5. Transparency and Integrity
5.1 A mediator shall disclose any fees, costs, or other financial arrangements before the commencement of mediation.
5.2 A mediator shall not accept gifts, benefits, or any form of undue influence from any party involved.
5.3 A mediator shall act with honesty and integrity, upholding the principles of justice and fairness.

6. Prohibition on Dual Roles
6.1 A mediator shall not subsequently act as an arbitrator, legal counsel, or witness in any matter related to the mediation proceedings.
6.2 A mediator shall refrain from providing legal advice or representing any party in subsequent litigation related to the mediated dispute.

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7. Termination of Mediation
7.1 A mediator shall terminate mediation if it becomes apparent that further efforts will not lead to a resolution.
7.2 A mediator shall withdraw from proceedings if a party engages in unethical, illegal, or bad-faith conduct.

8. Compliance and Accountability
8.1 A mediator shall comply with the provisions of the Mediation Act, 2023, and other relevant laws and regulations.
8.2 Any violation of this Code may result in disciplinary action as per the governing rules and institutional frameworks.

This Model Code of Conduct aims to uphold the highest ethical and professional standards in mediation and ensure trust in the mediation process.

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Schedule VI: Process for video conferencing.

The parties are required mandatorily to keep the camera on throughout the conference. The parties are liable to ensure that no one else, without the permission of the Resolutionary, is witnessing the conference to maintain confidentiality. The parties are strictly prohibited from capturing any part of the proceeding either still photography or videography through any inbuilt or external process. The links generated for the video conference are strictly for the parties and should not be shared with anyone else.

1. Scheduling & Invitation:

1.1 The Tribunal Secretary is responsible for scheduling the video conferencing(VC) session and generates a secure Zoom link.

1.2 Parties shall be made available link for VC through various modes of communications containing the meeting details, including date, time, and step-by-step login instructions.

2. Pre-Meeting Technical Guidance

2.1 Parties can get all necessary technical support whenever required before VC by contacting the tribunal secretary.

2.2 Participants are advised to check their internet connection, microphone, and camera before the session.

3. Secure Login & Access

3.1 On the scheduled date and time, participants visit the provided Zoom link.

3.2 They enter their login credentials (registered email/phone number).

3.3 An OTP is sent to their registered device for authentication.

3.4 After verification, they gain access to the virtual mediation room.

4. Virtual Session Commences

4.1 The meeting in-charge shall introduce the process and the ground rules.

4.2 Each party presents their submission in respect of their case.
4.3 The resolutionary shall facilitate discussions and negotiations in a structured manner.
4.4 Breakout rooms may be used for private meetings with individual parties with prior permission of the Resolutionary if required.

5. Closure of the meeting
5.1 The resolutionary shall declare the meeting closure after either completion or part completion of discussion or on expiry of the scheduled time.
5.2 The resolutionary on its own discretion can extend the scheduled time for the meeting.
5.3 minutes of the meeting shall be reduced in writing and made available to the parties.

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Schedule VII: Disputes which cannot be resolved through Mediation.

Disputes which cannot be resolved through Mediation as per clause 5 of these Rules and Section 6 read with schedule I of the Act

Category	Examples of Disputes	Exceptions (if any)
Criminal Offences (Non-Compoundable)	Cases involving serious criminal offenses (e.g., murder, rape, terrorism).	Court may refer compoundable offenses (including matrimonial offenses) to mediation.
Fraud, Fabrication, or Coercion	Disputes involving allegations of fraud, misrepresentation, forgery, or coercion.	No exceptions.
Proceedings Affecting Third-Party Rights	Matters where the resolution would impact the rights of an entity or individual not involved in the mediation.	No exceptions.
Public Interest and Constitutional Matters	Cases related to fundamental rights, government policies, or constitutional validity.	No exceptions.
Taxation and Revenue Matters	Disputes involving direct or indirect taxes, duties, and government revenue collection.	No exceptions.
Land Acquisition and Compensation	Disputes related to acquisition of land under government authority and related	No exceptions.

	compensation.	
Election Disputes	Matters related to electoral processes, election petitions, and representation.	No exceptions.
Proceedings Under Special Laws	Cases under specific statutory frameworks such as insolvency, competition laws, and securities regulations.	No exceptions.
Matters Expressly Prohibited by Law	Any matter which legislation specifically prohibits from being settled through mediation.	No exceptions.

Note: the above table is only indicative. It is not necessarily a comprehensive list.

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