# REQUEST FOR MEDIATION FORM

# FORM NO KAC 201

# **DETAILS OF PARTIES**

Name of the Submitting Party/ies:			
Address			
Address:			
Telephone/Mobile/Email:			
Name of the Opposite Party/ies:			
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Address:			
Telephone/Mobile/Email:			
DETAILS OF DISPUTE/AGREEMENT			
			ı
Type of Mediation required		Dispute	Agreement

Nature of Dispute			Contractual -	Non - Contractual
			Domestic	International
			Family	
Date of agreement (In case	of contractual dis	spute):		
Whether agreement provide clause (In case of contractual			Dispute	Agreement
			KCCI ADR Centre Mediation Clause	Whether Arbitration Clause exists in Agreement
Nature of Agreement:				
Approximate Quantum of Dispute/ Agreement:				
Brief Synopsis of Dispute /A	greement:			

Whether fact sheets are filed form:	with this		Yes	No
Whether any communication opposite party: (If issued, attach a copy of su		on)	Yes	No
Number of Mediators Requir	ed		1	2
			3	
Is the matter pending in any	Court/Forum		Yes	No
If yes, name of such Court/Forum:				
Present status of the				
matter pending:				
Furnish additional informatio	n that is deeme	d relevant	:	
Date:	Name & Sign	ature:		

Submit Form with the appropriate registration/filing fee as provided in the KCCI ADR Centre Mediation Fee Schedule

Use additional sheets if space provided is insufficient

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Form Received on:	
Invitation to Opposite Party sent on:	
Invitation received by Opposite Party on:	
KAC File No. allotted	

# **MEDIATION FEESCHEDULE**

# Schedule1

## **DOMESTIC MEDIATION**

## **Registration Fee:**

Filing Fee	Rs. 750
Consultation Fee	Rs. 500

# Mediator Fee (Per Mediator):

(For Mediators who follow KCCI ADR Centre Fee Schedule)

QuantumofClaim (Rs.)	MediatorFee (Rs.)
If the dispute cannot be qualified	Rs. 1,500 per session
From 1,00,001 to 5,00,000	Rs. 1,800 per session
From 5,00,001 to 10,00,000	Rs. 2,100 per session
From 10,00,001 to 25,00,000	Rs. 2,400 per session
From 25,00,001 to 50,00,000	Rs. 2,700 per session
From 50,00,001 to 1,00,00,000	Rs. 3,000 per session
If the quantum of claim is greater than 1,00,00,000	Rs. 5,000 per session

One session – 3 hours or part thereof Session means mediation session & includes pre-mediation sessions if any If the mediation extends beyond 15 sessions, an additional fee of 25% per session is payable

# <u>Travel</u>, <u>Boarding & Lodging of Mediators</u>:

Local Sitting: Travelling allowance of INR 250.00 per sitting.

Outstation Sitting: Actuals by Air, Rail or Car, plus out-of-pocket expenses at

actuals for boarding, lodging and local transport subject to a maximum of Rs. 6,000.00 per day in Metropolitan cities and Rs. 3,500.00 per day in other cities. (A

mediator who makes his own arrangements for

boarding, lodging, local transport etc. may be paid out of pocket expenses at the rate of INR 2000.00 per day,

without production of vouchers.)

For mediators not following the above schedule of fees, the fee will be based on the rates charged by the respective mediator

#### KCCI ADR Centre Administrative Fee for Domestic Mediation

QuantumofClaim (Rs.)	AdministrationFee (Rs.)
If the dispute cannot be qualified	Rs. 250 per session
From 1,00,001 to 5,00,000	Rs. 250 per session
From 5,00,001 to 10,00,000	Rs. 400 per session
From 10,00,001 to 25,00,000	Rs. 500 per session
From 25,00,001 to 50,00,000	Rs. 600 per session
From 50,00,001 to 1,00,00,000	Rs. 700 per session
If the quantum of claim is greater than 1,00,00,000	Rs. 1,000 per session

One session – 3 hours or part thereof

Session means mediation session & includes pre-mediation sessions if any If the mediation extends beyond 15 sessions, an additional fee of 25% per session is payable

#### Note:

Registration fee is to be paid by the party initiating the mediation when filing the Mediation Submission Form.

Upon the mediator's appointment, the initiating party shall make a deposit for 2 sessions of mediator fee and administrative fee. If the mediation is abandoned due to the absence of the opposite Party or non-agreement in the first session itself, the balance amount will be refunded to the initiating party.

After the first session, both parties shall always keep a deposit of mediators and administrative fee of 2 sessions in advance. After the conclusion of the mediation, the amount will be settled.

The fee shall be payable in equal shares by the parties, provided that where one party fails to pay his share, the other party may pay that share, provided further that the other party also does not reimburse the share mentioned above, the mediation procedure may be suspended or terminated.

## Schedule2

## INTERNATIONAL MEDIATION

# **Registration Fee:**

Filing Fee	US\$ 100
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# **Mediator Fee (Per Mediator):**

(For Mediators who follow KCCI ADR Centre Fee Schedule)

QuantumofClaim (US\$)	MediatorFee (US\$)
If the dispute cannot be qualified	100 per session
Upto 50,000	100 per session
From 50,000 to 250,000	150 per session
From 250,001 to 1000,000	200 per session
From 1000,001 to 5000,000	300 per session
If the quantum of claim is greater than 5000,000	500 per session

One session – 3 hours or part thereof

Session means mediation session & includes pre-mediation sessions if any If the mediation extends beyond 15 sessions, an additional fee of 25% per session is payable

# <u>Travel</u>, <u>Boarding & Lodging of Mediators</u>:

Local Sitting: Travelling allowance of US\$ 20.00 per sitting.

Outstation Sitting: Actuals Air and out of pocket expenses at actuals for boarding,

lodging & local transport subject to a maximum of US\$ 350 per day

For mediators not following the above schedule of fees, the fee will be based on the rates charged by the respective mediator

## **KCCI ADR Centre Administrative Fee for International Mediation**

<b>QuantumofClaim</b> (US\$)	MediatorFee (US\$)

If the dispute cannot be qualified	50 per session
Upto 50,000	25 per session
From 50,000 to 250,000	40 per session
From 250,001 to 1000,000	60 per session
From 1000,001 to 5000,000	75 per session
If the quantum of claim is greater than 5000,000	100 per session

One session – 3 hours or part thereof
Session means mediation session & includes pre-mediation sessions if any
If the mediation extends beyond 15 sessions, an additional fee of 25% per session is

payable

#### Note:

Registration fee is to be paid by the party initiating the mediation at the time of filing of the Mediation Submission Form

Upon the mediator's appointment, the initiating party shall make a deposit for 2 sessions of mediator fee and administrative fee. If the mediation is abandoned due to the absence of the opposite party or non-agreement in the first session itself, the balance amount will be refunded to the initiating party.

After the first session, both parties shall always keep a deposit of mediators and administrative fee of 2 sessions in advance. After the conclusion of the mediation, the amount will be settled.

The fee shall be payable in equal shares by the parties, provided that where one party fails to pay his share, the other party may pay that share, provided further that the other party also does not reimburse the share mentioned above, the mediation procedure may be suspended or terminated.

## Schedule3

## **DOMESTIC FAMILY MEDIATION**

## **Registration Fee:**

Filing Fee	Rs. 500
Consultation Fee	Rs. 750

# Mediator Fee (Per Mediator):

## (For Mediators who follow KCCI ADR Centre Fee Schedule)

	MediatorFee (Rs.)
First Session:	Rs. 1,500
Per Session:	Rs. 2,000

One session – 3 hours or part thereof

Session means mediation session & includes pre-mediation sessions if any If the mediation extends beyond 15 sessions, an additional fee of 25% per session is payable

# **Travel, Boarding & Lodging of Mediators**:

Local Sitting: Travelling allowance of INR 250.00 per sitting.

Outstation Sitting: Actuals by Air, Rail or Car, plus out-of-pocket expenses at

actuals for boarding, lodging and local transport subject to a maximum of Rs. 6,000.00 per day in Metropolitan

cities and Rs. 3,500.00 per day in other cities. (A mediator who makes his own arrangements for

boarding, lodging, local transport etc. may be paid out of pocket expenses at the rate of INR 2000.00 per day,

without production of vouchers.)

For mediators not following the above fees, the fee will be based on the respective mediator's rates.

# **KCCI ADR Centre Administrative Fee for Family Mediation**

<b>QuantumofClaim</b> (Rs.)	AdministrationFee (Rs.)
First Session	250
Per Session	300 (With a ceiling of Rs. 7,500)

One session – 3 hours or part thereof

Session means mediation session & includes pre-mediation sessions if any If the mediation extends beyond 15 sessions, an additional fee of 25% per session is payable

## Note:

Registration fee is to be paid by the party initiating the mediation when filing Mediation Submission Form.

Upon the mediator's appointment, the initiating party shall make a deposit for 2 sessions of mediator fee and administrative fee. If the mediation is abandoned due to the absence of the opposite Party or non-agreement in the first session itself, the balance amount will be refunded to the initiating party.

After the first session, both parties shall always keep a deposit of mediators and administrative fee of 2 sessions in advance. After the conclusion of the mediation, the amount will be settled.

The fee shall be payable in equal shares by the parties, provided that where one party fails to pay his share, the other party may pay that share, provided further that the other party also does not reimburse the share mentioned above, the mediation procedure may be suspended or terminated.

## Schedule4

## RentforKCCIADRCentreConferenceRooms

**BoardRoom** (1st Floor – 10 persons – Air Conditioned)

Rs. 500 upto 1 hour

Rs. 1000 upto 3 hours

Rs. 300 for every additional hour or part thereof

MeetingRoom (Ground Floor – 15 persons – Air Conditioned)

Rs. 750 upto 1 hour

Rs. 1,500 upto 3 hours

Rs. 500 for every additional hour or part thereof

<u>MeetingHall</u> (1st Floor – 75 persons – Air Conditioned)

Rs. 1,500 upto 1 hour

Rs. 3,000 upto 3 hours

Rs. 1,000 for every additional hour or part thereof

**Photocopy:** Rs. 1 per page

**Printout:** Rs. 3 per page

Coffee/Tea/Snacks/Executive Lunch: Rates on actuals

## StaffOver-time:

(Beyond 5.30 p.m. Monday to Friday/ Beyond 1.30 p.m. Saturdays/Sundays & Public Holidays)

Rs. 75 upto 1 hour

Rs. 150 up to 3 hours

Rs. 50 for every additional hour or part thereof.

### **TERMS**

In case a counterclaim is made, the fee will be fixed based on the claim or counter claim, whichever is higher.

The fee shall be payable in equal shares by the parties, provided that where one party fails to pay his share, the other party may pay that share, provided further that where the other party also does not pay the aforesaid share in respect of the claim or the counter-claim, the mediation proceedings may be suspended or terminated.

If the amount referred in mediation is in a currency other than Indian Rupees, it shall be converted into Indian Rupees at the current official rate of exchange.

Additional 18% GST will be levied on all amounts

All payments shall be made by cheque payable to 'KCCI ADR Centre'. Alternatively, the amounts can be paid into the KCCI ADR Centre's Bank account via Bank Transfer.

## **COMMUNITYMEDIATION\*FEESCHEDULE**

\*Community Mediation shall apply to relationship issues arising between the parties and commercial disputes below INR 1 lakh's value. If relationship issues are coupled with commercial matters above INR 1 lakh, the dispute will fall under Family Disputes/ Commercial Disputes as the case may be.

# **Registration Fee:**

Filing Fee	Rs. 100
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# Mediator Fee (Per Mediator):

(For Mediators who follow KCCI ADR Centre Fee Schedule)

Type of Dispute	Mediation Fee (Per Session)
Relationship/Commercial	Rs. 600

- One session 3 hours or part thereof
- If the mediation extends to more than 15 sessions, an additional fee of 25% is payable.
- People above 70 years are entitled to 50% discount in the above rates

## **Fee Payment Schedule**

## **Registration Fee:**

Will be paid by the party initiating mediation on the filing of Dispute Submission Form.

## **Mediator Fee:**

Once the mediator is appointed, the initiating party shall make a deposit for 2 sessions of mediator fee. If the mediation is abandoned due to the absence of the opposite Party or non-agreement in the first session itself, the balance amount will be refunded to the initiating party.

After the first session, both parties shall always keep a deposit of mediator's fee of 2 sessions in advance. After the conclusion of the mediation, the amount will be settled.

The fee shall be payable in equal shares by the parties, provided that where one party fails to pay his share, the other party may pay that share, provided further that the other party also does not reimburse the share mentioned above, the mediation procedure may be suspended or terminated.

#### **Rentals of Conference Rooms**

In case of mediations through the KCCI ADR Centre, the parties shall also pay rentals for the conference rooms and coffee and snacks costs, as fixed by the centre.

# KCCIADRCENTREMEDIATIONRULES

## <u>AbbreviatedExpressions</u>

## Article 1

In these Rules:

"Mediation Agreement" means an agreement by the parties to submit to mediation all or certain disputes which have arisen or which may arise between them; a Mediation Agreement may be in the form of a mediation clause in a contract or in the form of a separate contract;

"Mediator" includes a sole mediator or all the mediators where more than one is appointed;

"Centre" means the KCCI ADR Centre.

Words used in the singular include the plural and vice versa, as the context may requir

# **Scope of Application of Rules**

## Article 2

Where a Mediation Agreement provides for mediation under the KCCI ADR Centre Mediation Rules, these Rules shall be deemed to form part of that Mediation Agreement. Unless the parties have agreed otherwise, these Rules as in effect on the date of the commencement of the mediation shall apply.

#### **Commencement of the Mediation**

## **Article 3**

- (a) A party to a Mediation Agreement that wishes to commence a mediation shall submit a Request for Mediation Form to the Centre. It shall at the same time send a copy of the Request for Mediation to the other party.
- (b) The Request for Mediation shall be in the form as available at the KCCI ADR Centre.

#### Article 4

(a) In the absence of a Mediation Agreement, a party that wishes to propose submitting a dispute to mediation shall submit a Request for Mediation in writing to the Centre. It shall at the same time send a copy of the Request for Mediation to the other party. The Request for

Mediation shall include the particulars set out in the Request for Mediation form referred to in Article 3 above. The Centre may assist the parties in considering the Request for Mediation.

(b) Upon request by a party, the Centre may appoint an external neutral to assist the parties in considering the Request for Mediation. The external neutral may act as mediator in the dispute provided all parties agree. Articles 15 to 18 shall apply mutatis mutandis.

#### Article 5

The date of the commencement of the mediation shall be the date on which the Request for Mediation is received by the Centre.

#### Article 6

The Centre shall forthwith inform the parties in writing of the receipt by it of the Request for Mediation and of the date of the commencement of the mediation.

# **Appointment of the Mediator**

#### Article 7

- (a) Unless the parties have otherwise agreed themselves on the person of the mediator or on another procedure for appointing the mediator, the appointment shall take place in accordance with the following procedure:
- (i) The Centre shall send to each party an identical list of candidates. The list shall normally comprise the names of at least three candidates in alphabetical order. The list shall include or be accompanied by a statement of each candidate's qualifications. If the parties have agreed on any particular qualifications, the list shall contain the names of candidates that satisfy those qualifications.
- (ii) Each party shall have the right to delete the name of any candidate or candidates to whose appointment it objects and shall number any remaining candidates in order of preference.
- (iii) Each party shall return the marked list to the Centre within seven days after the date on which the list is received by it. Any party failing to return a marked list within that period of time shall be deemed to have assented to all candidates appearing on the list.
- (iv) As soon as possible after receipt by it of the lists from the parties, or failing this, after the expiration of the period of time specified in the previous subparagraph, the Centre shall, taking into account the preferences and objections expressed by the parties, appoint a person mediator as the case may be.
- (v) If the lists which have been returned do not show a person who is acceptable as mediator to both parties, the Centre shall be authorized to appoint the mediator. The

Centre shall similarly be authorized to do so if a person is not able or does not wish to accept the Centre's invitation to be the mediator, or if there appear to be other reasons precluding that person from being the mediator, and there does not remain on the lists a person who is acceptable as mediator to both parties.

- (b) Notwithstanding the procedure provided in paragraph (a), the Centre shall be authorized to otherwise appoint the mediator if it determines in its discretion that the procedure described therein is not appropriate for the case.
- (c) The prospective mediator shall, by accepting appointment, be deemed to have undertaken to make available sufficient time to enable the mediation to be conducted expeditiously.

#### Article 8

The mediator shall be neutral, impartial and independent.

# **Representation of Parties and Participation in Meetings**

#### Article 9

- (a) The parties may be represented or assisted in their meetings with the mediator.
- (b) Immediately after the appointment of the mediator, the names and addresses of persons authorized to represent a party, and the names and positions of the persons who will be attending the meetings of the parties with the mediator on behalf of that party, shall be communicated by that party to the other party, the mediator and the Centre.

### **Conduct of the Mediation**

#### Article 10

The mediation shall be conducted in the manner agreed by the parties. If, and to the extent that, the parties have not made such agreement, the mediator shall, in accordance with these Rules, determine the manner in which the mediation shall be conducted.

#### Article 11

Each party shall cooperate in good faith with the mediator to advance the mediation as expeditiously as possible.

#### Article 12

The mediator shall be free to meet and to communicate separately with a party on the clear understanding that information given at such meetings and in such communications shall not be disclosed to the other party without the express authorization of the party giving the information.

#### Article 13

- (a) As soon as possible after being appointed, the mediator shall, in consultation with the parties, establish a timetable for the submission by each party to the mediator and to the other party of a statement summarizing the background of the dispute, the party's interests and contentions in relation to the dispute and the present status of the dispute, together with such other information and materials as the party considers necessary for the purposes of the mediation and, in particular, to enable the issues in dispute to be identified.
- (b) The mediator may at any time during the mediation suggest that a party provide such additional information or materials as the mediator deems useful.
- (c) Any party may at any time submit to the mediator, for consideration by the mediator only, written information or materials which it considers to be confidential. The mediator shall not, without the written authorization of that party, disclose such information or materials to the other party.

#### Role of the Mediator

#### Article 14

- (a) The mediator shall promote the settlement of the issues in dispute between the parties in any manner that the mediator believes to be appropriate, but shall have no authority to impose a settlement on the parties.
- (b) Where the mediator believes that any issues in dispute between the parties are not susceptible to resolution through mediation, the mediator may propose, for the consideration of the parties, procedures or means for resolving those issues which the mediator considers are most likely, having regard to the circumstances of the dispute and any business relationship between the parties, to lead to the most efficient, least costly and most productive settlement of those issues. In particular, the mediator may so propose:
- (i) an expert determination of one or more particular issues;
- (ii) arbitration;
- (iii) the submission of last offers of settlement by each party and, in the absence of a settlement through mediation, arbitration conducted on the basis of those last offers pursuant to an arbitral procedure in which the mission of the arbitral tribunal is confined to determining which of the last offers shall prevail.

## Confidentiality

#### Article 15

No recording of any kind shall be made of any meetings of the parties with the mediator, except by the mediator for the limited purpose of recording the minutes of the meetings if any.

#### Article 16

Each person involved in the mediation, including, in particular, the mediator, the parties and their representatives and advisors, any independent experts and any other persons present during the meetings of the parties with the mediator, shall respect the confidentiality of the mediation and may not, unless otherwise agreed by the parties and the mediator, use or disclose to any outside party any information concerning, or obtained in the course of, the mediation. Each such person shall sign an appropriate confidentiality undertaking prior to taking part in the mediation.

#### Article 17

Unless otherwise agreed by the parties, each person involved in the mediation shall, on the termination of the mediation, return, to the party providing it, any brief, document or other materials supplied by a party, without retaining any copy thereof. Any notes taken by a person concerning the meetings of the parties with the mediator shall be destroyed on the termination of the mediation.

#### Article 18

Unless otherwise agreed by the parties, the mediator and the parties shall not introduce as evidence or in any manner whatsoever in any judicial or arbitration proceeding:

- (i) any views expressed or suggestions made by a party with respect to a possible settlement of the dispute;
- (ii) any admissions made by a party in the course of the mediation;
- (iii) any proposals made or views expressed by the mediator;
- (iv) the fact that a party had or had not indicated willingness to accept any proposal for settlement made by the mediator or by the other party;
- (v) any settlement agreement between the parties, except to the extent necessary in connection with an action for enforcement of such agreement or as otherwise required by law.

## **Termination of the Mediation**

#### Article 19

The mediation shall be terminated:

- (i) by the signing of a settlement agreement by the parties covering any or all of the issues in dispute between the parties;
- (ii) by the decision of the mediator if, in the mediator's judgment, further efforts at mediation are unlikely to lead to a resolution of the dispute; or
- (iii) by a written declaration of a party at any time.

#### Article 20

- (a) Upon the termination of the mediation, the mediator shall promptly send to the Centre a notice in writing that the mediation is terminated and shall indicate the date on which it terminated, whether or not the mediation resulted in a settlement of the dispute and, if so, whether the settlement was full or partial. The mediator shall send to the parties a copy of the notice so addressed to the Centre.
- (b) The Centre shall keep the said notice of the mediator confidential and shall not, except to the extent necessary in connection with an action for enforcement of a settlement agreement or as otherwise required by law, disclose either the existence or the result of the mediation to any person without the written authorization of the parties.
- (c) The Centre may, however, include information concerning the mediation in any aggregate statistical data that it publishes concerning its activities, provided that such information does not reveal the identity of the parties or enable the particular circumstances of the dispute to be identified.

## Article 21

Unless required by a court of law or authorized in writing by the parties, the mediator shall not act in any capacity whatsoever, otherwise than as a mediator, in any pending or future proceedings, whether judicial, arbitral or otherwise, relating to the subject matter of the dispute.

#### **Administration Fee**

## **Article 22**

(a) The Request for Mediation shall be subject to the payment to the Centre of an administration fee, the amount of which shall be fixed in accordance with the Schedule of Fees applicable on the date of the Request for Mediation.

- (b) The administration fee shall not be refundable.
- (c) No action shall be taken by the Centre on a Request for Mediation until the administration fee has been paid.
- (d) If a party who has filed a Request for Mediation fails, within 15 days after a reminder in writing from the Centre, to pay the administration fee, it shall be deemed to have withdrawn its Request for Mediation.

#### Fees of the Mediator

#### Article 23

- (a) The amount and currency of the fees of the mediator and the modalities and timing of their payment shall be fixed by the Centre, after consultation with the mediator and the parties.
- (b) The amount of the fees shall, unless the parties and the mediator agree otherwise, be calculated on the basis of the hourly indicative rates set out in the Schedule of Fees applicable on the date of the Request for Mediation, taking into account the amount in dispute, the complexity of the subject matter of the dispute and any other relevant circumstances of the case.

## **Deposits**

## Article 24

- (a) The Centre may, at the time of the appointment of the mediator, require each party to deposit an equal amount as an advance for the costs of the mediation, including, in particular, the estimated fees of the mediator and the other expenses of the mediation. The amount of the deposit shall be determined by the Centre.
- (b) The Centre may require the parties to make supplementary deposits.
- (c) If a party fails, within 15 days after a reminder in writing from the Centre, to pay the required deposit, the mediation shall be deemed to be terminated. The Centre shall, by notice in writing, inform the parties and the mediator accordingly and indicate the date of termination.
- (d) After the termination of the mediation, the Centre shall render an accounting to the parties of any deposits made and return any unexpended balance to the parties or require the payment of any amount owing from the parties.

## Costs

#### Article 25

Unless the parties agree otherwise, the administration fee, the fees of the mediator and all other expenses of the mediation, including, in particular, the required travel expenses of the mediator and any expenses associated with obtaining expert advice, shall be borne in equal shares by the parties.

# **Exclusion of Liability**

### Article 26

Except in respect of deliberate wrongdoing, the mediator and the Centre shall not be liable to any party for any act or omission in connection with any mediation conducted under these Rules.

#### **Waiver of Defamation**

#### Article 27

The parties and, by accepting appointment, the mediator agree that any statements or comments, whether written or oral, made or used by them or their representatives in preparation for or in the course of the mediation shall not be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this Article may be pleaded as a bar to any such action.

# Suspension of Running of Limitation Period under the Statute of Limitations

#### **Article 28**

The parties agree that, to the extent permitted by the applicable law, the running of the limitation period under any applicable statute of limitations or an equivalent rule shall be suspended in relation to the dispute that is the subject of the mediation from the date of the commencement of the mediation until the date of the termination of the mediation.

# MEDIATOR'S COMPLETION REPORT

(To be submitted by the Mediator(s) to KCCI ADR Centre)

File No:		
Name & Address of the Mediator(s):		
Details of Party/ies (Name & Address)		
1.		
2.		
3.		
Signature of Mediator(s):		

This report is to be completed after the end of the final mediation session in a case. This form is not be completed is the Mediation Process is continuing.

This report is confidential & must be submitted to the KAC only & not to the parties.

# <u>REPORT</u>

case:	owing resu	ults of the m	ediated	settlement in th	ור
First Mediation session was scheduled on: (Enter Date & Time)					
Parties attended: In case of some, Party(ies) attended:		All		Some	
1.					_
2.					
3.					
Names of lawyers, representatives or others  1.	who wer	e present:			
2.					
3.					
Number of sessions held:					
Date of completion:					

The foll	lowing results occurred as a result of t	his Media	ation Proces	s:	
	Dispute Fully Resolved		1	greement ma	ade &
	•		No settlem	ent agreeme	ent made
	Dispute Partially Resolved		Separate ag signed	greement ma	ade &
			No settlem	ent agreeme	ent made
	Dispute not Resolved		ı		
	Mediation not held due to		Nonappear	rance of Part	ies
	J		All		Some
		In case	of some, Par	ty/ies absen	ted:
Date:					
Signature of Mediator(s):					

# MEDIATION STATUS DEDODT

	<u>IATUS REPORT</u> ntre to the Parties to the Mediation)
	·
File No:	
Party/ies who initiated the Mediation Process  1.	:
2.	
3.	
Date of filing Mediation Request:	
Opposite Party/ies:	
4.	
5.	
6.	
Date of invitation to participate issued to	
the Opposite Party/ies:	
Г	
Date of receipt of invitation to participate	
issued to the Opposite Party/ies:	
Name(s) of Mediator(s) nominated:	
1.	
2.	
3.	

Dates o	of Mediation Sessions:				
List of a	all Parties who attended the m	ediation session	(including la	wvers, repre	sentatives &
others)			(	,,	
Mediat	ion outcome:		1 _		
	Dispute Fully Resolved		Separate ag signed	greement m	ade &
	Dispute Fully Resolved		signed		
			No settlem	ent agreeme	ent made
			Senarate a	greement ma	ade &
	Dispute Partially Resolved		signed	5 cement m	uuc u
			_		
			No sottless	- mt	
			No settiem	ent agreeme	ent made
	1				
	Dispute not Resolved				
			]		
	Mediation not held due to		Nonappear	ance of Part	ies
					٦
			All		Some
			AII		Joine

	In cas	se of some, Party/ies absented:
Date:		
Name & Signature of KCCI ADR Centre Administrator:		
Seal of KCCI ADR Centre:		

 $^*$ This report is made at the end of the mediation after receiving Mediator's Completion Report