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ACI–International Arbitration & Mediation Centre

Mediation Rules, 2026

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ACI International Arbitration & Mediation Centre (ACI-IAMC), Rulesfor Mediation

Rule 1: Introduction & Applicability

1.1 These Rules shall be referred to as the Mediation Rules of the ACI-International Arbitration and Mediation Centre ("IAMC Mediation Rules") and is hereafter referred to as such or as "these Rules".

1.2 These Rules shall come into force on _____

1.3 These ACI-IAMC for Mediation Rules comprise the Rules and the Schedules as are from time to time amended by the ACI-IAMC.

1.4 Unless the parties agree otherwise, the version of the Rules that shall apply in a mediation shall be the version in force on the date the request for mediation is made by a party.

1.5 If there is a conflict between these Rules and a law that applies in respect of a mediation, these Rules shall apply except to the extent that they conflict with any provision of law that cannot be varied or excluded by agreement.

1.6ACI-IAMC may from time to time issue practice notes and guidelines to supplement, regulate and implement these Rules.

1.7 References to "IAMC" are to the Governing Council of IAMC or any other body or person designated by it (including the Registrar) to perform the functions referred to herein.

1.8 References to "communication" mean delivery, transmission or notification of a written communication by hand, registered post, courier service, facsimile, email or other means of telecommunication that provides a record of transmission.

1.9 All communications to the ACI-IAMC from any party, authorized representative of a party shall be addressed to the Registrar, and shall also be copied to all other parties.

Rule 2: Definitions

In these Rules, unless the context otherwise requires:

(a) "ACI-IAMC" or "Centre" means the *ACI International Arbitration & Mediation Centre*.

(b) "Rules" means the *ACI-IAMC Mediation Rules, 2026*, including schedules and amendments.

(c) "Governing Council" means the Governing Council of ACI-IAMC.

(d) "Registrar" means the Registrar or Deputy Registrar of ACI-IAMC.

(e) "Mediator" means a neutral third person appointed to conduct mediation under these Rules.

(f) "Mediation" means a voluntary dispute resolution process facilitated by a mediator under the Mediation Act, 2023.

(g) "Costs of Mediation" include the Mediator's Fees and Expenses, administrative charges of the Centre, and any time reserved but not utilised, as specified in the Schedule.

Rule 3: Commencement of Mediation

3.1 Where the parties have entered into a prior written agreement to refer disputes to mediation under the rules of the ACI International Arbitration & Mediation Centre (ACI-IAMC) ("Mediation Agreement"), any party seeking to commence mediation shall submit to the Register of ACI-IAMC a written Request for Mediation.

3.2 Where a request for mediation is made by one, some, or all the parties to an agreement to mediate, such request shall contain the following particulars:

- **(a)** the nature of the dispute;
- **(b)** the approximate value of the claim or relief sought, where ascertainable;
- **(c)** a copy of the Prior Mediation Agreement;
- **(d)** the full name, nationality, address, email address, and contact details of the parties;
- **(e)** to the addressee personally or to its authorized representative;
- **(f)** to the addressee's habitual residence, place of business or designated address;
- **(g)** to any address agreed by the parties;
- **(h)** details of authorised representatives, if any; and
- **(i)** the name of the proposed mediator, if jointly agreed, according to the practice of the parties in prior dealings;

3.3 Any written communication shall be deemed to have been received if it is delivered:

- **(a)** sent to the email address provided by the parties to the IAMC for purposes of correspondence or communications; or
- **(b)** if, after reasonable efforts, none of these can be found, then at the addressee's last-known residence or place of business.

3.4 Where the Request for Mediation is submitted by the parties, the requesting party shall simultaneously serve a copy upon the other party or parties.

3.5 The other party or parties shall, within 14 days, communicate in writing to the Registrar whether they consent to mediation.

3.6 The Request for Mediation shall be accompanied by the registration fee prescribed in the Schedule, failing which the Request shall not be registered.

3.6 Where there is a Prior Mediation Agreement, the mediation shall be deemed to have commenced on the date of receipt of the Request for Mediation by the Registrar, subject to receipt of the registration fee.

3.7 The Governing Council or Registrar of ACI-IAMC shall appoint the mediator as soon as practicable, having due regard to any agreement of the parties and these Rule 4.

3.8 Where the Request for Mediation is not made jointly:

(a) The requesting party shall serve a copy of the Request upon the other party or parties; and

(b) In the absence of written consent within the prescribed period, or upon express refusal, no mediation shall proceed under these Rules, and the Registrar shall notify the parties accordingly.

Rule 4: Appointmentof Mediator

4.1 Where the parties have not agreed upon the appointment of a mediator, they may jointly select a mediator from the panel of mediators maintained by the Centre.

4.2 The parties may, by mutual consent, request a change of the mediator from the Centre's panel within three (3) days following the initial mediation session conducted. In such event, the parties may agree upon another mediator from the panel, failing which the provisions of this Article shall apply.

4.3 Where the parties are unable to agree upon the appointment of a mediator within a period of three (3) weeks from the date of submission of the Request for Mediation under Rule 3, the Centre shall nominate and appoint a mediator from its panel.

4.4 In appointing or nominating a mediator, the Centre shall take into account all relevant circumstances, including:

- **(a)** The nature, complexity, and subject matter of the dispute;
- **(b)** The language(s) in which the mediation is to be conducted;
- **(c)** The qualifications, professional experience, and expertise of the mediator; and
- **(d)** Considerations of independence, neutrality, and availability.

4.5 Prior to the appointment, the proposed mediator shall make such enquiries as may be reasonably necessary and shall submit to the Centre a written declaration:

- **(e)** disclosing any circumstances, whether past or present, that may constitute a conflict of interest or give rise to justifiable doubts as to the mediator's independence or neutrality; and
- **(f)** confirming the mediator's ability, willingness, and availability to devote sufficient time to the mediation proceedings.

4.6 From the time of appointment and throughout the mediation proceedings, the mediator shall, without delay, disclose in writing to the parties and the Centre any circumstances that arise or become known which may give rise to a conflict of interest or to justifiable doubts as to independence or neutrality.

4.7 The mediator may withdraw from the mediation by written notice to the Centre and the parties; or
Any party may, for justifiable reasons, request the withdrawal of the mediator and the appointment of a substitute mediator from the

Centre's panel, whereupon the provisions shall apply *mutatis mutandis*.

4.8 From the date of appointment, the mediator shall be bound by and shall conduct the mediation in accordance with the Code of Conduct for Mediators set out in Schedule A to these Rules,and any directions issued by the Centre.

4.9 Where the parties jointly request the appointment of more than one mediator, the Centre may appoint such mediators as it considers appropriate, having regard to the nature and complexity of the dispute.

Rule 5 :Statements of Case

5.1 Unless otherwise agreed, each party shall submit a brief written statement to the mediator at least **7 days prior** to the first mediation session, stating:

(g) background of the dispute;
(h) issues for resolution; and
(i) the party's position.

5.2 All statements and documents shall simultaneously be shared with the other party or parties.

5.3 Each party shall, at the same time, submit a copy of the written statement and supporting documents to the other party or parties.

Rule 6:Conduct of Mediation

6.1 The Mediator shall conduct the mediation in such manner as the Mediator considers appropriate, having due regard at all times to the nature and circumstances of the dispute and the wishes of the parties.

6.2 The Mediator may communicate with the parties orally or in writing, jointly or separately, and may convene one or more meetings at the ACI–International Arbitration & Mediation Centre (ACI-IAMC) or at any of its affiliated centres or such other venue as may be determined by the Mediator after consultation with the parties.

6.3 Any information communicated to the Mediator in confidence by a party during the course of the mediation shall not be disclosed to any other party without the prior express consent of the party providing such information.

6.4 Each party shall, in advance of any meeting convened by the Mediator, notify the other party and the Mediator of the number and identity of all persons who shall attend such meeting on its behalf.

6.5 Each party shall designate a representative authorised to negotiate and enter into a settlement on its behalf and shall confirm such authority in writing prior to or during the mediation proceedings.

6.6 Unless otherwise agreed in writing by the parties, the Mediator shall determine the language or languages in which the mediation proceedings shall be conducted.

Rule 7: Termination of Mediation

The mediation shall conclude upon the earliest of:

(a) the execution of a written settlement agreement duly signed by all parties to the mediation; or

(b) a joint written communication by the parties to the Mediator stating their view that a settlement cannot be achieved and expressing their intention to terminate the mediation; or

(c) a written declaration by the Mediator, communicated to the parties, stating that, in the Mediator's considered judgment, the mediation is unlikely to resolve the issues in dispute; or

(d) the expiry of the time period stipulated for the mediation under any prior agreement between the parties, unless such time period is mutually extended by the parties in writing.

Rule 8:Settlement Agreement

8.1 Where settlement is reached, the parties shall reduce the terms into a written settlement agreement, with or without the assistance of the mediator.

8.2A settlement agreement arrived at under these Rules shall have the status and enforceability provided under the Mediation Act, 2023.

8.3 Settlement agreements may be signed electronically and in counterparts.

Rule 9: Costs of Mediation

9.1 The costs of mediation shall include mediator's fees, administrative charges, and reasonable expenses, as prescribed in the Schedule.

9.2 The parties shall be jointly and severally liable for such costs, unless otherwise agreed.

9.3A mediator shall not be appointed, and the mediation shall not proceed unless and until the Deposit has been paid in full.

9.4 Each party shall bear its own legal and ancillary expenses.

Rule 10: Confidentiality

10.1 All mediation sessions conducted under the Authority of the ACI–International Arbitration & Mediation Centre (ACI-IAMC) shall be private. Attendance shall be limited strictly to the Mediator, the parties to the mediation, and such representatives or persons as may be identified or permitted in accordance with these Rules.

10.2 The mediation proceedings, including all negotiations, communications, statements, admissions, and documents prepared, exchanged, or produced for the purposes of the mediation, shall be confidential and shall be protected by the principles of *without prejudice* and negotiation privilege.

10.3 Unless otherwise expressly agreed in writing by all parties, or where disclosure is required by applicable law, neither the Mediator nor any party shall disclose to any person any information relating to the mediation, including but not limited to the conduct of the mediation, any settlement proposals or terms, or the outcome of the mediation.

10.4 All documents, communications, or information produced for, exchanged during, or arising out of the mediation shall be privileged and shall not be admissible as evidence, nor be subject to discovery, in any judicial, arbitral, or other proceedings relating to the dispute referred to mediation, except where such documents or information are otherwise independently admissible or discoverable under applicable law.

10.6 The parties shall not rely upon, introduce, or seek to admit in evidence in any judicial, arbitral, or other proceedings any views,

proposals, statements, admissions, or communications made by any party or by the Mediator during the course of the mediation.

Rule 11: Judicial and Arbitral Proceedings

Unless otherwise agreed, mediation under these Rules shall not prevent any party from initiating or continuing judicial or arbitral proceedings.

Rule 12: Limitation of Liability

12.1 None of ACI–International Arbitration & Mediation Centre (ACI-IAMC), including its Governing Council, Registrar, officers, employees, or any Mediator appointed under these Rules, shall be liable to any party for any act or omission whatsoever in connection with any mediation conducted pursuant to these Rules, except where:

(a) Such act or omission is proved by the concerned party to constitute conscious, wilful, and deliberate wrongdoing on the part of the body or person alleged to be liable; and

(b) To the extent that such exclusion or limitation of liability is prohibited under applicable law.

12.2 None of **ACI-IAMC**, including its Governing Council, Registrar, officers, employees, or the Mediator, shall be under any legal obligation to disclose or make any statement to any person in respect of any matter relating to the mediation. No party shall seek to summon or implead any of the aforesaid persons as a witness in any judicial, arbitral, or other proceedings arising out of or in connection with the mediation.

SCHEDULE A

1. Code of Conduct for Mediators

1.1 Prior to the commencement of the mediation, the Mediator shall inform the parties of the mediation process and shall, in particular, explain that:

(a) participation in the mediation is voluntary; and

(b) all discussions, communications, and documents exchanged during the mediation are confidential in accordance with these Rules.

(c) The Mediator shall further explain the scope and extent of confidentiality applicable to any private or separate sessions held with a party.

1.2 The Mediator shall ensure that all parties clearly understand the nature, purpose, and structure of the mediation process, as well as the role and function of the Mediator.

1.3 From the commencement of mediation, the Mediator shall fully disclose and explain to the parties the applicable fees, charges, and costs in accordance with the ACI-IAMC Mediation Rules.

1.4 The Mediator shall act with independence, impartiality, neutrality, and integrity at all times, and shall treat all parties fairly and without bias.

1.5 The Mediator shall inform the parties that any settlement or outcome of the mediation shall arise solely from mutual agreement between or among the parties, and not from any decision or determination by the Mediator.

1.6 The Mediator shall ensure that the parties are aware of their right to seek and obtain independent advice, including legal or professional advice, either during the mediation process or prior to the execution of any mediated settlement agreement.

1.7 Upon the joint request of all parties, the Mediator may make non-binding proposals or suggestions for the resolution of the dispute(s), while clearly informing the parties that the acceptance or rejection of such proposals shall rest entirely with them.

1.8 The Mediator shall promptly disclose to the parties any actual, potential, or perceived conflict of interest arising at any stage of the mediation, or becoming known during the course of the proceedings. Upon such disclosure, the Mediator shall cease to act unless all parties expressly agree in writing to the Mediator's continued appointment.

1.9 The Mediator shall conduct and conclude the mediation as expeditiously as is reasonably practicable, having due regard to the nature and complexity of the dispute and the need for the parties to have adequate time to consider the issues involved.

SCHEDULE B:

Mediation Fee Structure

A. Filing/Registration Fee (Non-Refundable)

Filing/ Registration Fee: ₹3,000

B. Administration Fees

Sum in Dispute (INR)	Administration Fee
Up to ₹ 10,00,000 (Ten Lakhs)	₹10,000
₹ 10,00,001 – ₹ 50,00,000 (Ten Lakhs to Fifty Lakhs)	₹15,000
₹ 50,00,001 – ₹ 1,00,00,000 (Fifty Lakhs to One Crore)	₹25,000
₹ 1,00,00,001 – ₹ 5,00,00,000 (One Crore to Five Crores)	₹30,000
Above ₹ 5,00,00,000 (Above Five Crores)	₹40,000

C. Mediator's Fee (Per Session / Sitting)

Sum in Dispute (INR)	Fee per Session (Single

	Mediator)
Up to ₹ 50,00,000 (Fifty Lakhs)	₹15,000
₹ 50,00,001 – ₹ 2,00,00,000 (Fifty Lakhs to Two Crores)	₹25,000
Above ₹ 2,00,00,000 (Above Two Crores)	₹35,000

Each session shall ordinarily be of up to 2 hours.

D. Panel / Senior Mediator Fees

Where the parties jointly request the appointment of a Senior, Expert, or Specialized Mediator, the mediator's fee shall be as mutually agreed between the parties and the Mediator, subject to disclosure and confirmation by the Centre.

Notes :

1. Any amount paid towards the filing fee, administration fee, mediator's fee, or any other charges under the ACI–International Arbitration & Mediation Centre (ACI-IAMC) Mediation Rules shall be strictly non-refundable, irrespective of withdrawal by any party, termination of the mediation, settlement prior to the conclusion of mediation sessions, or for any other reason whatsoever, except where otherwise expressly decided by the Centre in writing.

2. The Administration Fee does not include costs relating to physical facilities or support services, including but not limited to conference rooms, transcription, interpretation, printing, internet, or other logistical services.

3. The Mediator's Fee specified above is applicable per mediator. Where more than one mediator is appointed, fees shall be payable separately to each mediator.

4. For physical mediation requiring travel, reasonable travel, accommodation, and out-of-pocket expenses of the Mediator shall be borne by the parties on an actuals basis.

5. Online / Virtual Mediations shall not attract any travel or facility charges.

6. All applicable taxes (including GST, if any) shall be charged separately, as per prevailing law.

SCHEDULE C

Model Mediation Clause

Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination ("Dispute"), shall first be referred to and resolved through mediation administered by the ACI International Arbitration & Mediation Centre (ACI-IAMC) in accordance with its Mediation Rules, 2026, as amended from time to time.

The mediation shall be conducted by a mediator appointed in accordance with the said Rules.

In the event the Dispute is resolved through mediation, the settlement agreement shall be reduced to writing.

If the Dispute is not resolved through mediation within the time prescribed under the applicable rules or as mutually agreed by the parties, either party shall be at liberty to pursue such further legal or arbitral remedies as may be available in law, without prejudice to the rights and contentions of the parties.