



# MDRC MED-ARB RULES

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## MediateGuru Dispute Resolution Centre (MDRC)

These Rules provide a unified institutional framework for disputes administered first through mediation and, if required, then through arbitration under MDRC. They are designed to align with the MDRC Mediation Rules and MDRC Arbitration Rules, while adding the procedural safeguards, disclosure architecture, and transition mechanics needed for an effective Med-Arb process.

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## Part I - Preliminary Provisions

### Rule 1. Title, commencement and application

- 1.1** These Rules may be called the MDRC Med-Arb Rules.
- 1.2** They shall apply where the parties have agreed in writing to submit disputes to a staged process of mediation followed, if necessary, by arbitration administered by MDRC, or where the parties subsequently agree in writing to adopt these Rules, or where MDRC is otherwise lawfully authorised to administer the proceeding.
- 1.3** These Rules shall take effect from the date notified by MDRC and shall apply subject to the applicable law governing mediation, arbitration, enforcement and confidentiality, and subject also to any mandatory order of a competent court or authority.
- 1.4** If there is any inconsistency between these Rules and mandatory law, the law shall prevail. If there is any inconsistency between these Rules and the parties' agreement, the parties' agreement shall prevail to the extent permitted by law.

### Rule 2. Definitions and interpretation

**2.1** In these Rules, unless the context otherwise requires:

- “*Act*” means the Arbitration and Conciliation Act, 1996, the Mediation Act, 2023, and any amendment, rule, notification or statutory modification relevant to the stage of the proceeding in question;
- “*Arbitration Rules*” means the MDRC Arbitration Rules as amended from time to time;
- “*Mediation Rules*” means the MDRC Mediation Rules as amended from time to time;
- “*Mediator*” means the neutral appointed to conduct the mediation phase and includes a co-mediator where appointed;
- “*Arbitral Tribunal*” means a sole arbitrator or a panel of arbitrators constituted under these Rules and includes any emergency arbitrator where appointed;
- “*Med-Arb Agreement*” means the parties' written agreement to proceed first by mediation and, if the dispute is not fully resolved, thereafter by arbitration under these Rules;
- “*Mediation Request*” means the written request commencing the mediation phase;
- “*Request for Arbitration*” means the written request commencing the arbitration phase after mediation has failed in whole or in part;
- “*MDRC Court*” means the institutional decision-making body constituted by MDRC for appointments, challenges, administrative decisions, scrutiny and other matters reserved to it under these Rules;



“*Registrar*” means the officer designated by MDRC to receive filings, maintain records and manage administrative communications;

“*Written Communication*” includes notices, requests, pleadings, statements, submissions, orders, settlement documents and awards transmitted in writing, including by email and by any secure MDRC-approved electronic platform.

**2.2** Words and expressions not defined in these Rules shall have the meaning assigned to them in the applicable law or, failing that, their ordinary legal meaning.

**2.3** Words in the singular include the plural and vice versa. References to a person include a natural person, company, partnership, trust, association, body corporate or other legal entity where appropriate.

**2.4** Headings are for convenience only and shall not affect interpretation.

### **Rule 3. General principles**

**3.1** The Med-Arb process shall be conducted fairly, impartially, efficiently and proportionately, with a constant view to the economy of time and cost.

**3.2** The mediation phase shall remain voluntary, settlement-oriented and party-driven.

**3.3** The arbitration phase shall remain adjudicatory, independent and bound by the applicable law and the principles of natural justice.

**3.4** The parties shall be treated with equality and each party shall be given a reasonable and fair opportunity to participate in both phases.

**3.5** The mediator, the Tribunal and MDRC shall avoid unnecessary delay, duplication and expense.

**3.6** A party shall act in good faith and shall not use the Med-Arb process to obstruct settlement, to gain unfair tactical advantage, or to delay the final resolution of the dispute.

### **Rule 4. Written communications and computation of time**

**4.1** Any notice, request, order, pleading or other communication under these Rules shall be in writing.

**4.2** A Written Communication may be delivered personally, by registered post, courier, email, secure electronic filing system or any other method capable of generating a reliable record of transmission.

**4.3** A Written Communication shall be deemed received when delivered to the addressee personally, at its last known postal address, habitual residence, principal place of business or approved email address, unless the sender has actual knowledge of a failure of delivery.

**4.4** Time periods shall run from the day following receipt or deemed receipt. If the last day falls on a non-business day at the place of receipt, the period shall extend to the next business day.



**4.5** After the mediator or Tribunal is appointed, all communications to that person shall simultaneously be copied to the Registrar and the other parties, unless the mediator or Tribunal directs otherwise.

#### **Rule 4A. Waiver**

**4A.1** A party who knows that any provision of these Rules, or any requirement under the Med-Arb Agreement, has not been complied with and yet proceeds without promptly stating its objection shall be deemed to have waived its right to object, to the extent permitted by law.

**4A.2** Any objection shall be raised without undue delay.

#### **Rule 5. Confidentiality, privilege and data handling**

**5.1** Unless otherwise agreed by the parties or required by law, all proceedings administered by MDRC under these Rules shall be confidential.

**5.2** Confidentiality extends to the existence of the mediation, the Mediation Request, settlement proposals, caucus communications, the arbitration pleadings, evidence, hearings, transcripts, recordings, draft awards, orders and awards, subject to disclosure required for enforcement, challenge, compliance, audit or legal advice.

**5.3** Mediation communications shall be strictly without prejudice and shall not be relied upon, disclosed to, or considered by the Arbitral Tribunal. The Tribunal shall not have access to such materials except where expressly agreed in writing by all parties or required by law.

**5.4** MDRC may process case data electronically for administration, scheduling, authentication, record-keeping and secure transmission, subject to applicable law and MDRC's data protection procedures.

**5.5** The mediator or Tribunal may issue directions to protect personal data, trade secrets and commercially sensitive material, including restricted access folders, password-protected bundles, confidentiality undertakings and redacted bundles.

**5.6** MDRC shall maintain strict separation between mediation and arbitration records.

**5.7** Settlement privilege shall survive the conclusion of mediation and the commencement or completion of arbitration.

**5.8** No statements, admissions, proposals or conduct in the mediation phase shall be admissible in the arbitration phase or in any judicial or other proceeding, except where required by law or expressly agreed in writing by all parties.



## **Part II - Institutional Administration**

### **Rule 6. MDRC Court**

- 6.1** The MDRC Court shall be the supervisory institutional body under these Rules.
- 6.2** Subject to the applicable law and these Rules, the MDRC Court may appoint mediators and arbitrators where the parties fail to act within the time prescribed; decide challenges; confirm, vary or replace procedural appointments where permitted; administer the transition from mediation to arbitration; and resolve any institutional question not reserved to the mediator or Tribunal.
- 6.3** The MDRC Court shall act through such chairperson, members, committee or panel as MDRC may constitute from time to time.
- 6.4** The MDRC Court shall not decide the merits of the dispute.

### **Rule 7. Registrar and Secretariat**

- 7.1** The Registrar shall receive and register filings, issue case numbers, maintain records, transmit notices, track timelines, coordinate meetings and perform such other administrative tasks as MDRC may assign.
- 7.2** The Registrar may return incomplete filings for rectification, but shall not determine any issue on the merits.
- 7.3** The Registrar may call for clarifications, additional copies or corrected versions of any filing to ensure procedural regularity.
- 7.4** The Secretariat may support hearings, diary management, digital filing, billing, transcription and secure storage of records.
- 7.5** The Registrar shall act under the supervision of the MDRC Court and in accordance with these Rules.

### **Rule 8. Administrative powers of MDRC**

- 8.1** MDRC may issue practice notes, forms, checklists, confidentiality undertakings and procedural directions consistent with these Rules.
- 8.2** MDRC may maintain an internal panel of mediators, arbitrators, emergency arbitrators and subject-matter specialists, but the existence of a panel shall not prevent the MDRC Court from appointing a qualified external neutral where appropriate.
- 8.3** MDRC may designate digital platforms, communication protocols and payment systems for administration.
- 8.4** MDRC may create specialized tracks, including standard, fast-track, document-only, multi-party, emergency and ODR tracks.



**8.5** MDRC, the MDRC Court, the Registrar, the mediator, the Tribunal and any person appointed under these Rules shall not be liable for any act or omission in connection with the proceeding, except to the extent such limitation is prohibited by applicable law.



## **Part III - Commencement and Mediation Phase**

### **Rule 9. Med-Arb commencement**

- 9.1** A party commencing a Med-Arb process shall file a Mediation Request with the Registrar and serve the same on all other parties, unless service is dispensed with by MDRC for good reason.
- 9.2** The Mediation Request shall be accompanied by the Med-Arb agreement, the underlying contract or instrument where relevant, a brief statement of the dispute and the relief sought, contact details of the parties and known representatives, and any proposal regarding mediator qualifications, language, mode of mediation or urgency.
- 9.3** Where the parties have not yet agreed on the full Med-Arb process, the Mediation Request shall state the basis on which MDRC is asked to invite, facilitate or record the consent of the other parties.
- 9.4** A Med-Arb clause may be invoked even where parallel proceedings are pending, provided the parties' agreement and applicable law permit such invocation.

### **Rule 10. Scrutiny and registration of the Mediation Request**

- 10.1** The Registrar may require the Mediation Request to be corrected, supplemented or clarified before it is registered as complete.
- 10.2** Once the Mediation Request is complete, the Registrar shall register it and notify the other parties.
- 10.3** If defects are not cured within the time granted by the Registrar, the Mediation Request may be returned without prejudice to a fresh filing.
- 10.4** The date of complete filing shall be the date on which all mandatory documents and the initial fee are received.

### **Rule 11. Response to the Mediation Request**

- 11.1** The Respondent shall file a Response within 10 days of receipt of the complete Mediation Request, unless MDRC or the parties agree otherwise.
- 11.2** The Response shall state whether the request to mediate is accepted, declined or accepted in principle subject to conditions, and may include proposals on mediator identity, procedure, timetable, confidentiality or costs.
- 11.3** A refusal to mediate shall not, by itself, prejudice any substantive rights, but may be taken into account on costs where permitted by law and where the refusal was unreasonable in the circumstances.
- 11.4** All Response materials shall be simultaneously served on the Claimant and the Registrar together with proof of service.



## **Rule 12. Interim case management before appointment**

- 12.1** MDRC or the Registrar may arrange an initial administrative conference to identify the likely scope of the mediation, the need for urgency, and whether any interim protection, digital protocol or multi-party coordination is required.
- 12.2** The Registrar may ask each party to confirm whether it consents to mediation in person, by video conference or in hybrid form.
- 12.3** If the parties indicate that only part of the dispute is suitable for mediation, the remainder may be preserved for arbitration under these Rules.
- 12.4** The parties shall promptly disclose any pending limitation concern or urgent interim issue that may affect the timing of the process.

## **Rule 13. Appointment of mediator**

- 13.1** Unless the parties agree otherwise, the dispute shall ordinarily be mediated by a sole mediator.
- 13.2** The MDRC Court may direct the appointment of two co-mediators where the dispute is multi-party, cross-border, technically complex or otherwise suitable for a co-mediation model.
- 13.3** The parties may agree upon the procedure and identity of the mediator or mediators. If they do so, the mediation shall proceed accordingly, subject to applicable law and these Rules.
- 13.4** Where the parties do not agree, the MDRC Court shall appoint the mediator or make the necessary appointments for a co-mediation.

## **Rule 14. Eligibility and disclosures**

- 14.1** A proposed mediator shall disclose in writing all circumstances likely to give rise to justifiable doubts as to independence, impartiality, availability, competence or qualification.
- 14.2** The duty of disclosure is continuous and shall be updated immediately if circumstances change.
- 14.3** No person shall be appointed if disqualified by law, by applicable ethical standards or by the agreed qualifications for the dispute.
- 14.4** The MDRC Court may require any proposed mediator to provide a declaration of availability, confidentiality, neutrality and conflict compliance.
- 14.5** The parties may, after full disclosure, waive a disclosed conflict to the extent permitted by law and by MDRC policy.



## **Rule 15. Conduct of mediation**

**15.1** Mediation is voluntary, party-driven and settlement-oriented.

**15.2** The mediator shall not decide the dispute or impose a resolution.

**15.3** The parties shall be treated with equality and each party shall be given a reasonable and fair opportunity to participate in the process.

**15.4** The mediator may conduct the mediation in the manner best suited to the dispute, including joint sessions, private caucuses, shuttle discussions, position notes, settlement conferences, document-led discussions and issue-specific meetings.

**15.5** The mediator may, with the parties' consent, evaluate options, identify risks, test settlement proposals and assist the parties in reality-testing their positions.

**15.6** The mediator shall use best efforts to conduct the mediation diligently, courteously and efficiently.

## **Rule 16. Timeframe and procedural conference**

**16.1** The mediator shall hold a first procedural conference as soon as practicable after appointment and, in any event, ordinarily within 7 days of appointment, unless otherwise agreed by the parties or directed by MDRC.

**16.2** At or before that conference, the mediator may fix the timetable for exchanges, any joint session, private sessions, document exchange, expert participation, language arrangements, mode of attendance, page limits and the target date for completion.

**16.3** The mediator may revise the timetable sparingly where required by complexity, settlement discussions, procedural fairness or unforeseen circumstances.

**16.4** The conference may be held by video conference or by any other secure electronic means if appropriate.

## **Rule 17. Representation, authority and participation**

**17.1** Parties may be represented by legal counsel or any other authorised representative.

**17.2** Each party shall ensure that the persons attending the mediation have adequate authority to negotiate and, where reasonably practicable, to conclude a settlement.

**17.3** The mediator may adjourn a session if a party appears without adequate settlement authority and continuation would be futile.

**17.4** A party may withdraw from the mediation at any time, but should promptly inform the mediator and the other parties in writing.



## **Rule 18. Confidential information, caucus and experts**

- 18.1** The mediator may direct the exchange of key documents, chronologies, expert summaries, photographs, transaction records or other material that will assist settlement.
- 18.2** The mediator may permit the parties to submit confidential position papers, settlement briefs or mediator-only memoranda, subject to the mediator's discretion and the parties' agreement.
- 18.3** The mediator may, with the parties' consent, obtain expert assistance or arrange technical input on issues requiring specialised understanding.
- 18.4** The mediator may conduct private sessions with one party or with subsets of parties as appropriate.
- 18.5** Information disclosed in caucus shall not be shared with another party without the express consent of the party that disclosed it, unless the mediator has clearly informed the disclosing party of an agreed exception.
- 18.6** No audio, video or stenographic recording of the mediation shall be made without the express consent of the mediator and all parties, save where a recording is required by law.
- 18.7** The mediator, any co-mediator, and any MDRC officer shall not be called as a witness in any arbitration or judicial proceeding arising from the mediation, except where disclosure is required by law.

## **Rule 19. Outcome of mediation**

- 19.1** If the parties settle the dispute, the settlement shall be reduced to writing and signed by or on behalf of all the parties.
- 19.2** A settlement agreement may take the form of an electronic record and may be signed by electronic signature where permitted by law.
- 19.3** Nothing in these Rules shall affect the enforceability of mediated settlement agreements under applicable law, including the Mediation Act, 2023.
- 19.4** The settlement agreement shall ordinarily include the parties, the dispute, the operative obligations, timelines for performance, confidentiality provisions, default consequences and any agreed mechanism for implementation.
- 19.5** Where the parties request it and where lawful, MDRC may certify the settlement for purposes of institutional record-keeping, or the settlement may be presented to the Tribunal in the arbitration phase for recording in the appropriate form.
- 19.6** The confidentiality obligations in these Rules continue after termination of the mediation.
- 19.7** No adverse inference shall be drawn from a party's refusal to settle or from positions taken during mediation.



## **Rule 20. Failure to settle and transition trigger**

- 20.1** If the mediation does not result in full settlement within the period fixed by the parties, the mediator or MDRC may issue a written declaration that the mediation has concluded without full settlement, unless the parties agree to an extension.
- 20.2** Issues resolved in mediation shall be binding and excluded from arbitration unless expressly reopened by agreement.
- 20.3** Any unresolved issue may be referred to arbitration by filing a Request for Arbitration, which shall constitute a valid invocation of arbitration under the Med-Arb Agreement.
- 20.4** If the parties have not agreed on the precise scope of unresolved issues, the Tribunal shall determine that scope at the first procedural conference.

## **Rule 20A. Suspension & Limitation Protection**

- 20A.1** Upon commencement of mediation under these Rules, any arbitration proceedings relating to the same dispute shall be deemed suspended unless the parties agree otherwise.
- 20A.2** Such suspension shall not prejudice any limitation rights or statutory timelines, to the extent permitted by law.
- 20A.3** The Med-Arb process shall be treated as a continuous dispute resolution mechanism for the purposes of limitation, subject to applicable law.



## **Part IV - Arbitration Phase: Commencement, Constitution and Jurisdiction**

### **Rule 21. Default constitution of the Tribunal**

**21.1** Unless the parties agree otherwise, the arbitration phase shall ordinarily be decided by a sole arbitrator.

**21.2** The MDRC Court may direct a three-member tribunal where the amount in dispute, the number of parties, the legal or factual complexity, the need for expedition, or the interests of fairness make a three-member tribunal appropriate.

**21.3** Where the parties have agreed on the number of arbitrators, that agreement shall be respected to the extent permitted by law.

### **Rule 22. Separate-Mediator model is the default**

**22.1** Unless the parties expressly agree otherwise in writing after full disclosure, the mediator appointed in the mediation phase shall not act as arbitrator in the same dispute.

**22.2** Unless the parties expressly agree otherwise in writing after full disclosure, no member of the mediation team or any co-mediator shall act as arbitrator in the same dispute.

**22.3** The default rule is intended to preserve the appearance and reality of impartiality, to avoid any doubt concerning settlement communications, and to protect the confidentiality of the mediation phase.

### **Rule 23. Same-Mediator model by informed written consent only**

**23.1** The parties may, after the mediation phase and after receiving full disclosure from the proposed Mediator, agree in writing that the same person may act as both mediator and arbitrator in the same dispute.

**23.2** Such consent shall be specific, informed and express, and shall be recorded separately from the substantive settlement communications.

**23.3** Before accepting a same-mediator appointment, the proposed mediator shall disclose the nature of the prior mediation work, confirm the relevant confidentiality safeguards, and state whether any private communications or documents were received that may affect the later arbitration.

**23.4** Where the same mediator is appointed, the parties may require a clean-break protocol, including a fresh jurisdictional confirmation, a fresh disclosure statement, a fresh statement of independence and an agreed list of materials that may or may not be used in the arbitration.

**23.5** The same mediator shall not rely upon private caucus communications in the arbitration unless the party concerned has expressly authorised such use in writing and applicable law permits it.



**23.6** If the parties do not agree to same-mediator appointment, the arbitration shall proceed before a separate arbitrator or tribunal.

**23.7** The parties may require that the arbitration be conducted de novo, without reliance on any prior procedural steps taken during the mediation phase.

**23.8** A cooling-off period of 7 days shall ordinarily be observed between the conclusion of mediation and commencement of arbitration by the same mediator, unless expressly waived by all parties.

**23.9** Unless otherwise agreed, the arbitration shall proceed independently of the mediation phase, and no inference shall be drawn from the conduct of parties during mediation.

#### **Rule 24. Request for Arbitration and pleadings**

**24.1** As soon as the mediation phase concludes without full settlement, a party may file a Request for Arbitration in respect of the unresolved issues.

**24.2** The Request for Arbitration shall be deemed to constitute commencement of arbitration for the purposes of applicable law, including Section 21 of the Arbitration and Conciliation Act, 1996.

**24.3** The Request for Arbitration shall contain or be accompanied by the arbitration agreement, the mediation closure note or declaration, a brief statement of the unresolved issues, the relief sought, the amount in dispute where quantifiable, proposed seat, language and number of arbitrators, proof of service and the prescribed filing fee and deposit.

**24.4** The Respondent shall file a Response within 30 days of receipt of the complete Request for Arbitration unless the matter is designated fast-track or the Tribunal directs otherwise.

**24.5** The Response may include jurisdictional objections, procedural proposals, counterclaims and set-off.

**24.6** Any admissions made in the mediation settlement shall bind the parties only to the extent set out in the signed settlement document or otherwise permitted by law.

**24.7** The seat of arbitration agreed in the Med-Arb Agreement shall apply to the arbitration phase unless otherwise agreed by the parties.

#### **Rule 25. Appointment of the arbitrator or tribunal**

**25.1** The parties may agree upon the procedure and identity of the arbitrator or arbitrators. If they do so, the Tribunal shall be constituted accordingly, subject to the law and these Rules.

**25.2** Where the parties do not agree, the MDRC Court shall appoint the sole arbitrator or make the necessary appointments for a three-member tribunal.



**25.3** In appointing an arbitrator, the MDRC Court shall consider independence, impartiality, availability, expertise, case complexity, language competence and efficiency.

**25.4** If a party fails to nominate its arbitrator within time, the MDRC Court shall make the nomination on that party's behalf.

**25.5** The appointment decision of the MDRC Court shall be final for institutional purposes, subject always to challenge under law.

### **Rule 26. Disclosures, challenge and replacement**

**26.1** A proposed arbitrator shall disclose in writing all circumstances likely to give rise to justifiable doubts as to independence, impartiality, availability or qualification, including any prior role in the mediation phase where applicable.

**26.2** A party may challenge an arbitrator on grounds recognised by law or by these Rules, including lack of independence, impartiality, availability or agreed qualification.

**26.3** The challenge shall be made promptly after the facts giving rise to it become known.

**26.4** If an arbitrator resigns, dies, becomes unavailable, is removed or is successfully challenged, the MDRC Court shall take steps to replace the arbitrator as soon as practicable.

**26.5** After reconstitution, the Tribunal may, after hearing the parties, decide whether earlier proceedings shall stand or be repeated in whole or in part.

### **Rule 27. Jurisdiction and waiver**

**27.1** The Arbitral Tribunal shall have the power to rule on its own jurisdiction, including any objection with respect to the existence, validity or scope of the arbitration agreement.

**27.2** An arbitration clause forming part of a contract shall be treated as an agreement independent of the other terms of the contract.

**27.3** A plea that the Tribunal does not have jurisdiction shall be raised no later than in the Statement of Defence or, in the case of a counterclaim, in the reply to the counterclaim, unless the Tribunal considers the delay justified.

**27.4** A party who knows that any provision of these Rules has not been complied with and yet proceeds without promptly stating its objection shall be deemed to have waived the objection to the extent permitted by law.

**27.5** Consolidation and joinder shall be governed by the MDRC Arbitration Rules



## **Part V - Tribunal Procedure**

### **Rule 28. Applicability of Arbitration Rules**

**28.1** The MDRC Arbitration Rules shall apply to the arbitration phase except as modified by these Rules.

**28.2** The arbitration phase may be conducted under fast-track or ODR procedures as per the MDRC Arbitration Rules.

**28.3** In the event of any inconsistency between these Rules and the MDRC Arbitration Rules, these Rules shall prevail only to the extent of the Med-Arb mechanism.

**28.4** Emergency arbitration shall be governed by the MDRC Arbitration Rules, including applicable procedures and fees.

### **Rule 28A. Procedural conference**

**28A.1** The Tribunal shall hold a first procedural conference as soon as practicable after constitution and, in any event, ordinarily within 15 days of constitution.

**28A.2** At or before that conference, the Tribunal may fix the timetable for pleadings, document production, witness evidence, expert evidence, hearing format, page limits, time allocations, settlement windows and the target date for the award.

**28A.3** The Tribunal may revise the timetable sparingly where required by complexity, settlement discussions, procedural fairness or unforeseen circumstances.

**28A.4** The Tribunal may hold all or part of the procedural conference by video conference.

**28A.5** The Tribunal may, with consent of the parties, refer the dispute back to mediation at any stage of the arbitration.

### **Rule 29. Seat, venue, language and governing law**

**29.1** The seat of arbitration shall be the place agreed by the parties or, failing agreement, the place determined by the Tribunal after hearing the parties.

**29.2** The venue of hearings may differ from the seat where the Tribunal considers it convenient or efficient.

**29.3** The language of the arbitration shall be the language agreed by the parties or, failing agreement, the language determined by the Tribunal.

**29.4** The Tribunal shall determine the extent to which any translation is required and who shall bear the cost in the first instance.



**29.5** The governing law of the contract and the governing law of the arbitration agreement shall be respected where lawfully chosen by the parties.

### **Rule 30. Document production and evidence**

**30.1** The Tribunal may adopt a Redfern-style or similar document production procedure or any tailored procedure suitable to the dispute.

**30.2** Witness statements shall ordinarily stand in place of examination-in-chief unless the Tribunal directs otherwise.

**30.3** The Tribunal may permit expert reports, joint expert meetings and concurrent expert evidence where appropriate.

**30.4** The Tribunal may exclude irrelevant, repetitive or disproportionate evidence.

**30.5** The Tribunal may require all documentary evidence to be filed in paginated, indexed and searchable electronic form unless impracticable.

### **Rule 31. Hearings**

**31.1** Hearings shall, unless the Tribunal determines that a physical hearing is necessary in the interests of justice, be conducted through electronic and virtual means.

**31.2** The Tribunal may direct that a hearing be confined to issues that genuinely require oral presentation.

**31.3** The Tribunal may impose reasonable time limits on opening statements, witness examination and closing submissions.

**31.4** The Tribunal may hold case management conferences, settlement meetings by consent or issue-specific hearings.

**31.5** A party failing to appear after due notice may be proceeded against ex parte, subject to law.

### **Rule 32. Interim measures and emergency relief**

**32.1** The Tribunal may grant interim, conservatory or protective measures where the law permits.

**32.2** A party seeking interim relief shall file a reasoned application supported by documents and urgency grounds and shall serve the application on the other side unless notice may lawfully be dispensed with.

**32.3** The Tribunal may order preservation of property, preservation of documents, status quo orders, security for costs or any other measure necessary to protect the efficacy of the proceedings.



**32.4** Where urgent relief is required before the Tribunal is constituted, the party may invoke emergency arbitration if the Med-Arb agreement and applicable law permit it, and MDRC may appoint an emergency arbitrator on an expedited basis.

**32.5** Emergency relief shall be decided on an expedited basis and on the materials available, subject to fairness and procedural economy.

**32.6** Emergency arbitration shall be governed by the MDRC Arbitration Rules, including applicable procedures and fees.

### **Rule 33. Confidentiality, digital conduct and cybersecurity**

**33.1** The Tribunal and the parties shall use reasonable steps to protect confidential material, passwords, links, data rooms and digital records.

**33.2** The Tribunal may direct the use of secure cloud storage, masked exhibits, closed hearing links or restricted-access bundles.

**33.3** The Registrar may maintain an electronic case file and may authenticate orders and communications through approved digital means.

**33.4** MDRC shall not be responsible for the contents of any party submission or for the merits of any decision or award rendered by the Tribunal.



## **Part VI - Settlement, Awards and Costs**

### **Rule 34. Settlement during arbitration**

- 34.1** If the parties settle the dispute during the arbitration phase, the Tribunal shall terminate the proceedings and, if requested by the parties and not objectionable under law, may record the settlement in the form of an award on agreed terms.
- 34.2** A consent award shall expressly state that it is made by the consent of the parties and, where permissible, need not contain reasons.
- 34.3** If the parties do not require a consent award, they shall confirm to the Registrar that the dispute has settled and the Tribunal shall stand discharged upon payment of any outstanding fees and costs.
- 34.4** If the settlement covers only part of the dispute, the Tribunal may record the settled part and continue with the remainder.

### **Rule 35. Closure of proceedings and award**

- 35.1** The Tribunal shall declare the proceedings closed when it is satisfied that the parties have had a reasonable opportunity to present their cases.
- 35.2** After closure of proceedings, no party shall file further material except with leave.
- 35.3** The Tribunal shall render a reasoned award unless the parties have agreed otherwise to the extent permitted by law.
- 35.4** The award may be interim, partial or final.
- 35.5** The Tribunal shall endeavour to issue the final award within the statutory timeline and, where applicable, within any agreed or extended procedural timeline.

### **Rule 36. Scrutiny of draft award**

- 36.1** Before signing any final award, the Tribunal shall submit a draft award to the MDRC Court for scrutiny.
- 36.2** The MDRC Court may suggest modifications limited to form, clarity, completeness, internal consistency and enforceability, but shall not interfere with the Tribunal's decision on the merits.
- 36.3** The Tribunal shall remain free to accept, modify or reject any suggested change insofar as the merits are concerned.
- 36.4** The scrutiny process shall be conducted confidentially and expeditiously.
- 36.5** Unless the MDRC Court communicates its comments within 15 days of receipt of the draft award, the Tribunal may proceed to issue the award.



### **Rule 37. Correction, interpretation and additional award**

**37.1** The Tribunal may correct clerical, typographical or computational errors in an award.

**37.2** The Tribunal may interpret an award or make an additional award to the extent permitted by law.

**37.3** Any application under this Rule shall be made within the time permitted by law or by procedural direction.

### **Rule 38. Costs**

**38.1** The Tribunal may determine costs having regard to the outcome, conduct of the parties, complexity of the dispute, compliance with directions, settlement conduct and any procedural default.

**38.2** Costs may include administrative fees, tribunal fees, mediator fees, hearing expenses, expert expenses, translation costs, transcript costs, technology costs and reasonable legal costs where permitted.

**38.3** The Tribunal may order costs on an indemnity, compensatory or party-and-party basis where justified by the conduct of the proceedings and the law.

**38.4** Where proceedings terminate before final award, MDRC and the Tribunal may direct how fees and costs already incurred are to be allocated.

**38.5** Costs shall ordinarily follow the event unless the Tribunal determines otherwise. The Tribunal may take into account any unreasonable refusal to settle or procedural misconduct.

### **Rule 39. Termination**

**39.1** Proceedings shall terminate upon final award, withdrawal, settlement recorded as an award on agreed terms, discontinuance, or any other event recognised by law.

**39.2** If the Claimant fails to prosecute its claim, the Tribunal may terminate the proceedings in whole or in part.

**39.3** If a party fails to pay required deposits or fees after due notice, the Tribunal or MDRC may suspend or terminate the proceedings to the extent permitted by law.



## **Part VII - Fees and Deposits**

### **Rule 40. General fee principles**

- 40.1** The fee framework under these Rules is intended to provide certainty, transparency and proportionality across both phases of the proceeding.
- 40.2** Fees shall ordinarily be assessed on the aggregate amount in dispute, unless the MDRC Court directs otherwise.
- 40.3** Where the monetary value of a claim or counterclaim cannot be readily ascertained, the MDRC Court may fix fees having regard to the nature of relief, complexity, urgency and likely hearing time.
- 40.4** Taxes, statutory levies and out-of-pocket expenses shall be charged separately where applicable.
- 40.5** The schedule in force on the date of complete filing shall apply.

### **Rule 41. Filing fee, deposits and apportionment**

- 41.1** A non-refundable filing fee shall be payable upon lodging the Mediation Request or Request for Arbitration, as the case may be.
- 41.2** MDRC shall require an initial deposit towards administrative fees and mediator or tribunal fees at the time of registration and may seek supplemental deposits during the proceedings.
- 41.3** Unless the MDRC Court otherwise directs, mediation-related deposits shall be shared equally in the first instance.
- 41.4** If required deposits are not paid within the prescribed time, MDRC may suspend the file after notice and, if default continues, may close the file to the extent permitted by law.

### **Rule 42. Fee interaction between the two phases**

- 42.1** The mediation phase fees and the arbitration phase fees shall be calculated separately, unless the MDRC Court approves a consolidated estimate for convenience.
- 42.2** Where the dispute settles in the mediation phase, only the mediation phase fees and any agreed administrative charges shall apply, subject to any unpaid interim costs.
- 42.3** MDRC may credit up to 50% of the mediation administrative fee toward arbitration administrative fees.
- 42.4** The mediator fee shall not be refunded merely because the dispute later proceeds to arbitration.
- 42.5** Emergency or expedited processes may attract separate fees in accordance with the schedule notified by MDRC.





### Schedule A - Mediation Phase Fees (INR)

Sum in dispute	Administrative fee	Mediator fee
Up to Rs. 1 crore	Rs. 10,000	Rs. 35,000
Rs. 1 crore to Rs. 5 crore	Rs. 20,000 + 0.04% above Rs. 1 crore	Rs. 35,000 + 0.04% above Rs. 1 crore
Rs. 5 crore to Rs. 10 crore	Rs. 50,000 + 0.025% above Rs. 5 crore	Rs. 1,95,000 + 0.025% above Rs. 5 crore
Rs. 10 crore to Rs. 50 crore	Rs. 75,000 + 0.0125% above Rs. 10 crore	Rs. 3,20,000 + 0.0125% above Rs. 10 crore
Above Rs. 50 crore	Rs. 1,00,000 + 0.005% above Rs. 50 crore, capped at Rs. 2,00,000	Rs. 8,20,000 + 0.005% above Rs. 50 crore, capped at Rs. 12,00,000

Where two mediators are appointed, the mediator fee may be increased by 50 percent unless the MDRC Court directs otherwise.

### Schedule B - Arbitration Phase Fees (INR)

Sum in dispute	Sole arbitrator fee
Up to Rs. 1 crore	Rs. 3,95,000
Rs. 1 crore to Rs. 5 crore	Rs. 3,95,000 + 1.5% above Rs. 1 crore
Rs. 5 crore to Rs. 10 crore	Rs. 9,75,000 + 1.0% above Rs. 5 crore
Rs. 10 crore to Rs. 50 crore	Rs. 14,75,000 + 0.50% above Rs. 10 crore
Rs. 50 crore to Rs. 100 crore	Rs. 34,75,000 + 0.30% above Rs. 50 crore
Rs. 100 crore to Rs. 500 crore	Rs. 49,75,000 + 0.20% above Rs. 100 crore
Above Rs. 500 crore	Rs. 1,29,75,000 + 0.10% above Rs. 500 crore, subject to maximum of Rs. 1,75,00,000

Arbitration filing fees shall be governed by the MDRC Arbitration Rules, including emergency arbitration fees.

If one party fails to pay its share, the other party may pay on its behalf, without prejudice to recovery in costs.

A three-member tribunal fee shall ordinarily be 180 percent of the sole arbitrator fee for the applicable slab, with indicative allocation of 40 percent to the presiding arbitrator and 30 percent to each co-arbitrator.

### Schedule C - Recommended Med-Arb Clause



Any dispute, controversy or claim arising out of or in connection with this contract shall first be referred to mediation administered by the MediateGuru Dispute Resolution Centre (“MDRC”) in accordance with the MDRC Mediation Rules then in force. If the dispute is not fully resolved within [30/45/60] days from commencement of mediation, the unresolved issues shall be finally resolved by arbitration administered by MDRC in accordance with the MDRC Arbitration Rules then in force, subject to the Arbitration and Conciliation Act, 1996 and mandatory law. The seat of arbitration shall be [insert city], India. The tribunal shall consist of [one/three] arbitrator(s), appointed in accordance with the MDRC Arbitration Rules. The language of the proceedings shall be [insert language]. The mediator shall not act as arbitrator in the same dispute unless the parties expressly agree in writing after full disclosure, in accordance with applicable law. The parties may seek interim or emergency relief at any stage from the tribunal or any court of competent jurisdiction, as permitted by law. Any award shall be final and binding on the parties.

#### **Schedule D - Mediation-to-Arbitration Transition Checklist**

- Has the mediation concluded with full settlement, partial settlement, or no settlement?
- Which issues have been resolved and which remain live?
- Has the mediator filed the closure note or declaration?
- Is the same neutral model agreed or is a separate arbitrator required?
- Are any emergency or interim measures required at the start of arbitration?