

## **NOLEGALPAISA – MEDIATION RULES**

### **1. Short Title, Extent and Application**

- 1.1.** These Rules may be called the NoLegalPaisa (hereinafter “NLP”) Mediation Rules.
- 1.2.** These Rules mandatorily apply to all mediations on the Platform including where, (a) the parties have agreed by contract to refer disputes to mediation administered by NLP; or (b) the parties, after arising of a dispute, have voluntarily agreed to mediate through the Platform; or (c) the Parties have voluntarily opted for pre-litigation mediation through the Platform in accordance with applicable law.
- 1.3.** Mediations under these Rules are voluntary, non-adjudicatory and non-coercive in nature. Nothing in these Rules shall be construed as mandating settlement, continuation of mediation, or participation in any form, beyond the free consent of the Parties.
- 1.4.** These Rules shall be read harmoniously with the Mediation Act, 2023. In the event of any irreconcilable conflict with mandatory provisions of law, such mandatory provisions shall prevail.
- 1.5.** These Mediation Rules are binding in nature and shall apply automatically to all mediation proceedings commenced or pending with NLP. For all purposes, these Rules shall be effective from 01 February 2026.
- 1.6.** Being a service provider and as part of its services, NLP may provide its platform to the parties for sending any notices or correspondences. NLP remains a neutral facilitator and does not assume any adjudicatory role in connection with such notices or correspondences.

### **2. Definition and Interpretations**

In these Mediation Rules, the following words shall have the following meanings:

- 2.1. “Business Day”** means any day other than a Saturday, Sunday or a public holiday in India on which NLP’s headquarters are open for normal business.
- 2.2. “Case Manager”** shall mean the individual appointed by NLP to provide administrative and secretarial services to the Registrar, Mediator(s) and the parties to any proceedings under the Mediation Rules.

**2.3. “Communication”** shall include any notice, invitation, instruction, notification, pleading, application, document, order, certificate, report, settlement agreement or other written material delivered or sent via the Platform, email, SMS, WhatsApp, postal courier or other method agreed by the parties.

**2.4. “Confidential Information”** means all oral, written, electronic or other information disclosed during mediation, whether in joint session, private session, or communication with NLP.

**2.5. “Court”** shall have the same meaning as ascribed to the term under the Mediation Act, 2023.

**2.6. “Initiating Party”** shall mean the party/s initiating the mediation proceedings.

**2.7. “Letter of Request”** shall mean the request made by the Claimant to NLP to administer mediation proceedings under NLP Rules;

**2.8. “Notice of Mediation”** shall mean the Notice issued to the Responding Party by NLP upon the Initiating Party initiating the mediation process under these Rules.

**2.9. “Panel”** shall mean list of mediators empanelled by NLP and published on the Platform at the URL [INSERT link of Panel Page], specified from time to time. NLP shall maintain the Panel page showing each mediator’s name, qualifications, areas of expertise, and languages.

**2.10. “Platform Logs”** means metadata, timestamps, and system records not containing substantive communications.

**2.11. “Pre-Proceeding Call”** shall mean the introductory call made by NLP’s internal calling team or a Case Manager to the parties to mediation proceedings under the Mediation Rules individually, wherein certain key information with regard to the mediation proceedings is communicated to the parties.

**2.12. “Private Session (Conference)”** means a meeting between the mediator and one party without the presence of the other party.

**2.13. “Registrar”** means the Registrar for the time being appointed and includes such other persons appointed by NLP for carrying out the duties of the Registrar under these rules.

**2.14. “Responding Party”** shall mean the party to the mediation proceeding, not being the Initiating Party.

**2.15. “NLP Dispute Resolution Clause”** shall mean the dispute resolution clause in an agreement between the parties to resolve their dispute through arbitration, conciliation or mediation proceedings and its associated administrative services through NLP,

which has been agreed by the parties either prior or post the occurrence of the dispute, and shall be:

**2.15.1.** in writing, as a clause which is a part of the main contract between the parties or as a separate agreement; or

**2.15.2.** agreed to by the parties on the Platform.

**2.16.** “*NLP ODR Platform*” or “*Platform*” shall mean the internet-based legal-finance tech and dispute resolution platform developed by NLP with the domain name as [www.nolegalpaisa.com](http://www.nolegalpaisa.com).

**2.17.** “*Law*” shall (unless a contrary intention appears) mean, statute, applicable law, rule, regulation, ordinance, judgement, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction; and

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

**2.19.** the terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to this entire Mediation Rules;

**2.20.** reference to a gender shall include references to the female, male and neutral gender;

**2.21.** reference to a law or a provision of law is a reference to that law or that provision of law as amended or re-enacted from time to time;

**2.22.** the singular includes the plural (and vice versa);

**2.23.** the headings in the Mediation Rules are inserted for convenience of reference only and are to be ignored in construing and interpreting the said Rules;

**2.24.** reference to the words “include” or “including” shall be construed without limitation;

**2.25.** reference to “signature” under the Mediation Rules shall include electronic signature under the Information Technology Act, 2000, and under the Civil Procedure Code, as amended from time to time.

**2.26.** a time of day is a reference to Indian Standard Time.

**2.27.** reference of any number of days shall mean such number of days (other than a Saturday or Sunday and national holidays) where NLP is open for its ordinary business activities.

**2.28.** any reference to Mediation Rules shall include rules, guidelines, code of conduct, protocols, terms and conditions, policies, annexures etc. which are fundamental in the working of the Platform and are available on: <https://www.nolegalpaisa.com>.

**2.29.** words and abbreviations which have well known technical, trade or commercial meaning, are used in these Mediation Rules in accordance with such meaning;

**2.30.** reference to any article, clause, annexure or schedule means an article or clause of, or an annexure or schedule to the Mediation Rules.

### **3. Mediation Agreement**

**3.1.** A mediation agreement shall be in writing, by or between parties and anyone claiming through them, to submit to mediation all or certain disputes which have arisen or which may arise between the parties.

**3.2.** A mediation agreement may be in the form of a mediation clause in a contract, including a NLP dispute resolution/mediation clause, or in the form of a separate agreement.

**3.3.** A mediation agreement is in writing, if it is contained in or recorded as—

- 3.3.1.** any document signed by the parties;
- 3.3.2.** an exchange of communications or letters including through electronic form as provided under the Information Technology Act, 2000;
- 3.3.3.** any pleadings in a suit or any other proceedings in which existence of mediation agreement is alleged by one party and not denied by the other.

**3.4.** A reference in any agreement containing a mediation clause shall constitute a mediation agreement if the agreement is in writing and the reference is such as to make the mediation clause as part of the agreement.

**3.5.** The parties may agree to submit to mediation any dispute arising between them under an agreement, whether entered prior to arising of the dispute or subsequent thereto.

**3.6.** A mediation agreement in case of international mediation shall refer to an agreement for resolution in matters of commercial disputes referred to in clause (a) of section 3 of the Mediation Act.

### **4. Pre-litigation mediation**

- 4.1.** Subject to other provisions of the Mediation Act, whether any mediation agreement exists or not, the parties before filing any suit or proceedings of civil or commercial nature in any court, may voluntarily and with mutual consent take steps to settle the disputes by pre-litigation mediation in accordance with the provisions of the Mediation Act, and submit the case to NLP to conduct the mediation proceedings;
- 4.2.** Provided that pre-litigation mediation in matters of commercial disputes of Specified Value shall be undertaken in accordance with the provisions of section 12A of the Commercial Courts Act, 2015, and the rules made thereunder.

## **5. Disputes or matters not fit for mediation**

- 5.1.** A mediation under the Mediation Act and these Rules shall not be conducted for resolution of any dispute or matter contained in the list as provided under the First Schedule of the Mediation Act 2023 read with section 6 thereof.
  - 5.1.1.** Provided that nothing contained herein shall prevent any court, if deemed appropriate, from referring any dispute relating to compoundable offences including the matrimonial offences which are compoundable and pending between the parties, to mediation before NLP.
  - 5.1.2.** Provided further that the outcome of such mediation shall not be deemed to be a judgment or decree of court referred to in sub-section (2) of section 27 of the Mediation Act, and shall be further considered by the court in accordance with the law for the time being in force.

## **6. Number of mediators –**

- 6.1.** There shall be one mediator unless the parties agree that there shall be two or three mediators.
- 6.2.** Where there is more than one mediator, they ought, as a general rule, to act jointly.

## **7. Appointment of mediators**

- 7.1.** The Registrar shall appoint mediator/s from the panel of mediators maintained by NLP in accordance with the Mediation Rules.
- 7.2.** An intimation shall be sent to the parties intimating them about the appointment of mediator/s through various modes.
- 7.3.** The Registrar may, suo motu or on an application by the parties to the proceedings, in appropriate cases, replace the mediator and may appoint another mediator.

## **8. Disclosure of mediator**

- 8.1.** Prior to accepting appointment, a prospective mediator shall provide each party and the Registrar a written disclosure statement listing any past or present relationships, financial interests, retainer or engagements, family or business ties, or other matters that could reasonably give rise to an appearance of lack of impartiality. The disclosure must cover the preceding two (2) years.
- 8.2.** The standard for disclosure is any circumstance that a reasonable person informed of the relevant facts would consider likely to give rise to justifiable doubts as to the mediator's impartiality or independence.
- 8.3.** Upon disclosure under these Rules, the parties shall have the option to waive any objection if all of them express in writing, which shall be construed as the consent of parties.
- 8.4.** If a party objects to a mediator on the basis of a disclosed matter, the Registrar shall decide the objection. The mediator shall not commence the mediation until the objection is resolved. If the parties agree in writing to waive a disclosed conflict, the waiver must be recorded in writing and uploaded to the Platform. A mediator who becomes aware of a new conflict during the mediation shall promptly disclose it in writing; the parties may then waive or seek replacement.
- 8.5.** If a mediator is replaced, NLP shall provide a written explanation of procedure (not necessarily reasons) and appoint an alternate mediator in a timely manner.
- 8.6.** During the mediation, the mediator shall, without delay, disclose to the parties in writing any conflict of interest, referred to in these Rules, that has newly arisen or has come to their knowledge.

## **9. Procedure to commence mediation proceedings –**

- 9.1.** A party to a dispute may approach NLP with the intention to begin mediation proceedings with other party/s by registering themselves and providing the following details on the Platform:
  - 9.1.1.** full name and contact details of the parties to mediation (including full address of both parties, email addresses, if any, and mobile numbers);
  - 9.1.2.** a statement briefly describing the nature and circumstances of the dispute and the claims advanced by the initiating party with the other party to the mediation specifying all relief's sought, including the amounts of any quantified claims or

an estimate of the monetary value of any other claims, if any, along with supporting documents, along with previously agreed terms of settlement, if any;

**9.1.3.** a statement of any matters which the parties have previously agreed to as to the conduct of the mediation, if any;

**9.1.4.** such other documents and information relevant to the dispute, as deemed fit by the initiating party;

**9.2.** The parties to a dispute post registering on the Platform can jointly request NLP vide Letter of Request and submit their joint agreed terms/stand/statement to NLP, in which case:

**9.2.1.** NLP shall appoint a mediator in accordance with these Rules; and

**9.2.2.** Such mediator shall pass such settlement terms as a Settlement Agreement in accordance with NLP Rules.

## **10. Commencement of mediation proceedings**

**10.1.** Upon successful registration of the Initiating Party on the Platform, a Notice of Mediation shall be addressed by NLP to the Responding Party(s), briefly identifying the subject of the dispute and the initiation mediation by the Initiating Party. The said Notice shall be communicated to the Responding Party(s), both by the Initiating Party as well as NLP through various modes of communication.

**10.2.** Mediation proceedings, shall commence when the Responding Party accepts the Invitation to Mediate Notice in any manner.

**10.3.** In case there are more than one Responding Party, then the Mediation proceedings shall commence upon

**10.3.1.** any or all of the Responding Parties having accepted the invitation to mediate.

or

**10.3.2.** In the event, one or more of the Responding Parties having accepted, and the rest of the Responding Parties having rejected the invitation to mediate, the Mediation shall have commenced for the Initiating and the acceding Responding Party(s), when the last acceptance/rejection of all the Responding Parties has been received. or

**10.3.3.** In the event, one or more of the Responding Parties having accepted, the rest of the Responding Parties having not replied to the Notice of Mediation, the Mediation shall have commenced for the Initiating and the acceding Responding

Party(s), upon expiry of the 30-day period from the date of communication of the Notice of Mediation to the Responding Parties.

**10.3.4.** If all the Responding Party(s) reject the invitation, there will be no mediation proceedings, and the proceedings shall be terminated as per Mediation Rules;

**10.4.** If a reply to the Notice of Mediation is not received within thirty days from the date on which the invitation is sent, or within such other period of time as specified in the Notice, whichever is later, it may be treated as a rejection of the invitation to mediate, and the proceedings shall be terminated as per Mediation Rules.

## **11. Appointment of Case Manager**

**11.1.** The Registrar may appoint an individual as a case manager from NLP's panel of case managers. An intimation shall be sent to the parties intimating them about the appointment of Case Manager/s through various modes.

**11.2.** Case Manager shall contact the parties through various modes of communication to inform the parties of important dates for submitting their individual or joint brief statement to the mediator and details of the mediator.

**11.3.** Case Manager will be available to answer queries related to the process provided under Mediation Rules and for administrative / secretarial assistance (if required) to the parties.

**11.4.** Case Manager shall capture information of all communication related to the case as per the above Rules as an update on the Platform.

**11.5.** The Registrar may, in appropriate cases, replace the case manager and may appoint another case manager.

**12. Submission of statements to mediator** – The mediator, upon appointment and during mediation proceedings, may request each party to submit statements of facts and additional information as deemed appropriate, along with documents, if any, describing the general nature of the dispute and the points at issue. Such statements of the parties shall be uploaded on the Platform in the form of documents or as an update and shall be made available to all parties and the mediator.

**13. Mediator not bound by certain enactments** - The mediator is not bound by the Code of Civil Procedure, 1908 (5 of 1908) or the Indian Evidence Act, 1872 (1 of 1872) and Bharatiya Sakshya Adhiniyam, 2023.

#### **14. Role of Mediator**

- 14.1.** The mediator shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- 14.2.** The mediator shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- 14.3.** The mediator may conduct the mediation proceedings in such a manner as he considers appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the mediator hear oral statements, and the need for a speedy settlement of the dispute.
- 14.4.** The mediator may, at any stage of the mediation proceedings, make proposals for a settlement of the dispute. Such proposals shall be in writing and may be accompanied by a statement of the reasons therefor.
- 14.5.** The mediator shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasising that it is the responsibility of the parties to take decision regarding their claims.
- 14.6.** The parties shall be informed expressly by the mediator that he only facilitates in arriving at a decision to resolve a dispute and that he shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

#### **15. Role of mediator in other proceedings - The mediator shall not—**

- 15.1.** act as an arbitrator or a mediator or as a representative or counsel of a party in any arbitral or judicial proceeding in respect of a dispute that is the subject matter of the mediation proceedings;
- 15.2.** be presented by the parties as a witness in any arbitral or judicial proceeding.

#### **16. Disclosure of information –** When the mediator receives factual information concerning the dispute from a party during their private conversation with either party, he shall disclose the substance of that information to the other party as a case update on the Platform in order

that the other party may have the opportunity to present any explanation which he considers appropriate:

Provided that when a party gives any information to the mediator subject to a specific condition that it be kept confidential, the mediator shall not disclose that information to the other party.

## **17. Time-limits and extension for completion of mediation**

**17.1.** Mediation shall, in ordinary cases, be completed within forty-five (45) days from commencement. Where justified, the mediator may extend the time with the written agreement of the parties. If the parties do not agree, the mediator may grant a single extension not exceeding thirty (30) days if, in the mediator's view, there is a realistic prospect of settlement. Any further extension requires the written agreement of the parties and the Registrar.

**17.2.** For complex, multiparty or international disputes, the parties may agree to a different timetable at the outset and notify the Registrar.

## **18. Representation, Experts and Third Parties.**

**18.1.** Parties may be represented by counsel or may invite experts or other third parties to attend mediation only with the prior written consent of all parties, which shall not be unreasonably withheld. Where such persons attend, they are bound by the confidentiality obligations of the mediation. The mediator may exclude any third party whose presence would prejudice mediation.

## **19. Mediated settlement agreement**

**19.1.** A Mediated Settlement Agreement includes an agreement in writing between some or all of the parties resulting from mediation, settling some or all of the disputes between such parties, and authenticated by the Mediator;

Provided that the terms of the mediated settlement agreement may extend beyond the disputes referred to mediation.

Explanation.—A mediated settlement agreement which is void under the Indian Contract Act, 1872, shall not be deemed to be lawful settlement agreement within the meaning of mediated settlement agreement.

**19.2.** Where a Mediated Settlement Agreement is reached between the parties with regard to all or some of the disputes, the same shall be reduced in to writing.

**19.3.** The Mediation Settlement Agreement shall be executed electronically using an e-signature mechanism recognised by the IT Act or as permitted by law. The executed Settlement Agreement may be presented for e-stamping or regular stamping at the behest of the Parties and upon payment of the requisite fees for the same.

**19.4.** Subject to the provisions of section 26 of the Mediation Act, the Mediated Settlement Agreement signed under the Mediation Rules, shall be submitted by the parties to the Mediator, who shall, after authenticating the same, forward it with a covering letter signed by them, to the Registrar and also provide a copy to the parties, to do the needful.

## **20. Registration of mediated settlement agreement –**

**20.1.** For the purposes of record, Mediated Settlement Agreement arrived at between the parties, other than a settlement resulting from mediation referred by a court or tribunal, may, at the option of the parties, be registered with an Authority constituted under the Legal Services Authorities Act, 1987, or with any other authority or body as may be notified by the Central Government.

**20.2.** The registration of mediated settlement agreements shall be governed by section 20 of the Mediation Act, 2023.

**20.3.** The parties may seek assistance from NLP towards such registration by a joint written request and upon payment of the requisite fees.

## **21. Non-Settlement Report**

**21.1.** Where no agreement is arrived at between the parties, within the time period as provided under these Rules, or where, the mediator is of the view that no settlement is possible, the Mediator shall submit a Non-Settlement Report in writing and upload the same on the Platform for records purposes and to do the needful

**21.2.** The non-settlement report shall include and confirm the (a) dates of mediation sessions; (b) names of parties and representatives present; (c) matters referred and whether the mediator considers settlement likely in the short term; and (d) fact of administrative closure.

**21.3.** The report shall not record settlement positions, offers, negotiations, confidential statements, any other matter or thing referring to their conduct, during mediation or the reasons why settlement failed, except where disclosure is required by law or to report mediator misconduct.

**22. Admissibility and privilege against disclosure** - No Mediator or participant in the mediation, including experts and advisers engaged for the purpose of the mediation and persons involved in the administration of the mediation like Case managers and the Registrar of NLP, shall at any time be permitted, or compelled to disclose to any court or tribunal, or in any adjudicatory proceedings, by whatever description, any communication in mediation, or to state the contents or conditions of any document or nature or conduct of parties during mediation including the content of negotiations or offers or counter offers with which they have become acquainted with during the mediation:

Provided that nothing in this Rule and section 22 of the Mediation Act shall protect from disclosure, information sought or provided to prove or dispute a claim or complaint of professional misconduct of mediator or malpractice based on conduct occurring during the mediation.

**23. Termination of mediation proceedings** — The mediation proceedings shall be terminated

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- 23.1.** by the signing of the settlement agreement by the parties, on the date of the agreement; or
- 23.2.** by a written declaration of the mediator after consultation with the parties, or declaration by the party/s to the mediator, to the effect that further efforts at mediation are no longer justified.
- 23.3.** in the event that a mediator is not appointed, and it is not justified to continue with the mediation proceedings, the Registrar shall, through a system message, declare the termination of the proceedings, without ascribing a reason.
- 23.4.** if the mediation proceedings are not justified to continue, the proceedings shall proceed as per the dispute resolution clause, if any;
- 23.5.** if the mediation proceedings are not justified to continue, and during the mediation proceedings if the parties have agreed to proceed in arbitration with NLP, the case shall proceed in arbitration according to NLP Arbitration Rules;
- 23.6.** on the expiry of time limit under these Rules.

**24. Enforcement of mediated settlement agreement** —

- 24.1.** A Mediated Settlement Agreement resulting from a mediation signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons

claiming under them respectively and enforceable as per the provisions of the Mediation Act.

**24.2.** Subject to the provisions of section 28 of the Mediation Act, the Mediated Settlement Agreement shall be enforced in accordance with the provisions of the Code of Civil Procedure, 1908, in the same manner as if it were a judgment or decree passed by a court, and may, accordingly, be relied on by any of the parties or persons claiming through them, by way of defence, set off or otherwise in any legal proceeding.

## **Miscellaneous Provisions**

### **25. Registrar – duties and power to remove difficulties and defects**

**25.1.** The Registrar shall perform all their duties and act in respect of administering the proceedings to be conducted online/electronically on the Platform to ensure that all the proceedings shall be conducted/administered on time, smoothly, effortlessly, effectively, correctly and comfortably, and shall be bound to perform all other duties assigned to them.

**25.2.** In order to conduct the proceedings in the manner as contemplated above, the Registrar has the power to via inspection and internal audit to monitor and supervise the Platform, case management system, secretarial work, timely compliance of the directions given by the Neutrals, in a periodical manner or from time to time, at their discretion.

**25.3.** If during such an inspection and/or audit, any technical computer/system generated, secretarial (case management) or any administrative error are found or reported to the Registrar, which were not part of or related to the legal process of that proceeding, but as a result of which a proceeding has been disposed off in any manner, and moved in closed category or has been moved to another stage, the Registrar has the power to remove, solve, or undo such error/mistake, suo motu or on any report in the following manner: -

**25.3.1.** If such error/mistake occurred before commencement of the proceedings, the Registrar by any an order in writing remove that error/mistake and restore the proceedings at the stage it was in.

**25.3.2.** If such error/mistake occurs during the proceedings, and does not follow an order of the Mediator, the Registrar by any an order in writing remove that error/mistake and restore the proceedings at the stage it was in.

**25.3.3.** Any order of the Registrar made under Rule 25.3.1. and 25.3.2 shall restore the proceedings back to the stage prior to the error/mistake having occurred.

**25.3.4.** If the Registrar finds it fit and proper, they shall bring the facts before the Mediator in writing, who shall, at their discretion, pass an appropriate order in the garb of review, recall or appeal.

## **26. Complaints against Mediator**

**26.1.** Any party to a Mediation proceeding on the NLP platform, may file a written complaint about a mediator's conduct to the Registrar within thirty (30) Business Days of the relevant conduct.

**26.2.** NLP shall investigate the complaint reasonably and may suspend the mediator pending investigation in serious cases.

**26.3.** Depending on the nature and severity of the misconduct, sanctions may include private caution, retraining requirement, temporary suspension from the Panel or removal from the Panel. If misconduct amounts to criminal behaviour or professional wrongdoing, NLP shall report to the appropriate authority.

## **27. Protection against any act done in good faith**

**27.1.** No suit or other legal proceeding shall be taken against the mediator, Case Manager, Registrar, NLP or any officer, employee, director or agent of NLP in relation to any act and proceeding done in good faith under the Mediation Rules.

**27.2.** NLP, the mediator, Registrar, Case Manager or any officer, employee, director or agent of NLP shall not be made a party to any proceedings, appeal or application to set aside the Order, Award, Settlement Agreement or Mediation Agreement.

## **28. Maintenance of data and records by NLP**

**28.1.** NLP shall maintain records of mediation proceedings consistent with applicable privacy and data protection law and in accordance with the following baseline: (a) by default, case records and documents shall be retained for four (4) years from the date of issuance of the Mediated Settlement Agreement or Non-Settlement Report; (b) where a party files an appeal or an application to set aside a settlement, NLP shall

retain the records until final disposal of such proceedings; (c) parties may agree in writing to a longer retention period.

**28.2.** NLP shall implement reasonable technical and organisational measures to protect personal data and case materials from unauthorised access, modification, disclosure or destruction, consistent with standard industry practices (or equivalent) where practicable. Details of such measures shall be set out in NLP's Data Protection Policy available on the Platform.

**28.3.** NLP shall, upon a written request from a party, delete or securely destroy non-essential personal data not required for legal compliance after the retention period, subject to any legal hold. Requests to delete material that is part of the case record may be refused where retention is required by law or for legitimate business purposes; NLP shall notify the requesting party of the reason.

**28.4.** NLP shall anonymise case data used for internal audits or training so that individuals and case-specific facts are not identifiable.

**28.5.** NLP may erase all the data and records pertaining to any proceedings under the Mediation Rules after the expiry of the time period as specified above in these Rule.

## **29. Confidentiality**

**29.1.** Except as provided in this Rule, all communications, documents and information generated for or during mediation (including offers, proposals, positions, admission of facts, and settlement drafts) are confidential and inadmissible in any judicial or arbitral proceeding to the maximum extent permitted by the Mediation Act and other applicable law.

**29.2.** Notwithstanding Rule 1, confidentiality does not apply to: (a) communications that are needed to enforce or challenge a mediated settlement agreement; (b) communications required to be disclosed by statute or court order; (c) information necessary to report a threat to life or safety, or to report or prevent a serious criminal offence (including but not limited to child sexual abuse), subject to applicable law; (d) information necessary to respond to a regulator or statutory authority conducting an investigation where the law compels disclosure; (e) information disclosed with the express written consent of the party who provided it.

**29.3.** If a judicial, statutory or regulatory process compels disclosure of mediation communications or materials, the party receiving the process (including an NLP official) shall promptly notify the Registrar and the party/parties to the mediation, unless prohibited by law, and shall assert confidentiality protections to the fullest extent available.

**29.4.** The Mediator, Case Manager, Registrar, NLP and their staff shall not be presented as witnesses regarding confidential mediation communications, except as required by law or where the communications are relevant to a claim of professional misconduct or malpractice.

**29.5.** NLP, Registrar, Mediators and the parties to proceedings under the Mediation Rules shall comply with all applicable laws in relation to confidentiality, including under section 42A of the Act.

## **30. Recording and Transcripts**

**30.1.** No participant shall make video or audio recordings of a mediation session on the NLP platform without the express written consent of all parties and the Mediator.

**31. Monitoring of proceedings** - The Registrar may periodically examine and evaluate any proceedings under the Mediation Rules and case files on the Platform to ensure that the timelines prescribed under the Mediation Rules are not extended without any justifiable reasons.

**32. Exclusion of Liability** - All parties to proceedings under the Mediation Rules hereby jointly and severally exempt NLP from any liability arising from the Registrar, Mediators, case managers, vendors, agent, employee under the Mediation Rules or any other law in course of discharge of their duties and rights exercised in good faith and agree that no action shall be initiated against them in this regard.

## **33. Language**

**33.1.** The language of all proceedings under the Mediation Rules shall be in English, subject to the agreement between the parties. Further, if either Party/Mediator is unable to speak in English or the chosen language, then a Case Manager who speaks the specific language will be appointed to assist the parties.

**33.2.** In case both parties to any proceeding under the Mediation Rules request for the proceedings be conducted in any other Indian language other than English, then NLP may solely decide such request on the basis of availability of such linguistically qualified mediators and other officials.

**33.3.** If any document filed by any party is in a language other than English, the party filling such document shall simultaneously furnish an English translation of such documents.

#### **34. Procuring a verified copy**

**34.1.** Any party to a proceeding under the Mediation Rules, or any other affected party, who may require a verified copy of the Mediation Settlement Agreement, Non-Settlement Report or proceedings (pursuant to an order of the court or otherwise) shall provide a request for the same at [INSERT] or to the Registrar and make the payment of a fee as applicable from time to time.

**34.2.** The Registrar may supply a certified copy as per these Rules to any other affected party who is not a party to the proceedings conducted on the Platform, subject to prior sanction.

**35. Amendment to Mediation Rules** - NLP shall have the sole right to make any amendments in Mediation Rules, its schedules, fees etc., as it deems fit and necessary.

**36. Power to remove difficulties** - If any difficulty arises in giving effect to the provisions of these Rules, the Registrar may, by an order, make such provisions, not inconsistent with the provisions of the NLP Rules, as may appear to it to be necessary for removing the difficulty.

**37. Working Hours** - The parties may upload their Pleadings on the Platform at any time, as prescribed under the Mediation Rules by the Registrar or the Mediator.

#### **38. Notices and Communication**

**38.1.** For the purposes of the Mediation Rules, any notice, communication or proposal shall be through electronic communication or as per postal service/courier. Electronic communication through NLP can be sent through any one of the following means/ modes of electronic communication:

**38.1.1.** at the last known registered mobile number, email address, residential address, office address, as mentioned in the agreement between the parties or as mentioned in other communications stated by the party;

**38.2.** On completion of any one of the following conditions, service/delivery of electronic communications will be considered successfully delivered when:

**38.2.1.** the e-mail sent has not 'bounced back';

**38.2.2.** the SMS sent has not received a failure of delivery notification;

**38.2.3.** the message sent through an instant messaging application, like WhatsApp etc. has not received a failure of delivery notification;

**38.3.** In situations when either party has not logged on to the Platform, the Case Manager will call such party's registered mobile number provided while registering on the Platform to inform the party that the proceedings under Mediation Rules have been initiated. On making such voice call by Case Manager, the service would be deemed to be completed in case:

**38.3.1.** the call is completed with the party, necessary details have been shared with them, and if during the conversation she has not denied being the party to the dispute; or

**38.3.2.** if the party has rejected the call.

**38.4.** All communications and exchange of documents during any proceedings under Mediation Rules shall be done through the Platform or as per postal service/courier by the parties or their authorised representatives.

**39. Waiver of the right to object** - Any party who proceeds with the proceedings under the Mediation Rules with the knowledge that any provision or requirement of these Mediation Rules has not been complied with, yet fails to state his objection thereto in writing, shall be deemed to have waived their right to object.

**40. Succession** - In a situation, where NLP ceases to exist (for any reason whatsoever), the assignee or Official Liquidator or any entity declared as a successor by an order of the competent Tribunal or the Court, the parties shall be at liberty to choose a new institution for their dispute resolution mechanism.

## **41. The Platform**

**41.1.** NLP shall facilitate the proceedings under these Rules on the Platform and provide associated administrative services which includes sending Notices, filing cases, appointment of Mediators, uploading documents, communication through electronic modes, settlement/award builder, e-signature, e-stamping and all the services required till the passing of the Mediation Settlement Agreement or until termination of proceedings.

**41.2.** All parties to any proceedings under the Mediation Rules shall register themselves on the Platform, in a form and manner as prescribed on the Platform.

## **42. Jurisdiction**

**42.1.** Any objection by a party to the existence or, to the competence of NLP to administer for dispute resolution prior to appointment of the Mediator, shall be placed in the first instance before the Registrar.

**42.2.** If the Registrar sustains the objection, the dispute resolution proceedings shall be terminated.

## **43. No Suit/Prosecution/Legal Proceeding to Lie**

**43.1.** No suit, prosecution or other legal proceeding shall lie against the Central Government or a State Government or any officer of such Government, or the Member or Officer or employee of the Council or an arbitrator, conciliator or mediator, Case Managers, NLP and its employees for a thing which is done or is intended to be done in good faith under this Act or the rules or regulations made thereunder.