ONLINE DISPUTE RESOLUTION

NoLegalPaisa Mediation Rules

Kaahmuchee Solution Private Limited (KSPL) · www.nolegalpaisa.com

Contents

1 Short Title, Extent and Application
2 Definition and Interpretations
3 Mediation Agreement
4 Pre-Litigation Mediation
5 Disputes or Matters Not Fit for Mediation
6 Number of Mediators
7 Appointment of Mediators
8 Disclosure of Mediator
9 Procedure to Commence Mediation Proceedings
10 Commencement of Mediation Proceedings
11 Appointment of Case Manager
12 Submission of Statements to Mediator
13 Mediator Not Bound by Certain Enactments
14 Role of Mediator
15 Role of Mediator in Other Proceedings
16 Disclosure of Information
17 Time-Limits and Extension for Completion of Mediation
18 Representation, Experts and Third Parties
19 Mediated Settlement Agreement
20 Registration of Mediated Settlement Agreement
21 Non-Settlement Report
22 Admissibility and Privilege Against Disclosure
23 Termination of Mediation Proceedings
24 Enforcement of Mediated Settlement Agreement
25 Fees and Costs
26 Registrar – Duties and Power to Remove Difficulties and Defects
27 Complaints Against Mediator
28 Protection Against Any Act Done in Good Faith
29 Maintenance of Data and Records by NLP
30 Confidentiality
31 Recording and Transcripts
32 Monitoring of Proceedings
33 Exclusion of Liability
34 Language
35 Procuring a Verified Copy
36 Amendment to Mediation Rules
37 Power to Remove Difficulties
38 Working Hours
39 Notices and Communication
40 Waiver of the Right to Object
41 Succession
42 The Platform
43 Jurisdiction

1 Short Title, Extent and Application

1.1 These Rules may be called the NoLegalPaisa Mediation Rules ("**Mediation Rules**" or "**Rules**"). "**NLP**" means NoLegalPaisa, a platform owned and operated by Kaahmuchee Solution Private Limited ("**KSPL**"), a private limited company. A reference in these Rules to NLP acting as the administering institution is a reference to KSPL, acting through the Registrar, the Case Managers and its other authorised personnel.

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 Rule 4 and 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 ("**Mediation Act**"). The parties acknowledge that, as on the date of these Rules, only certain provisions of the Mediation Act have been brought into force. A reference in these Rules to a provision of the Mediation Act applies only when, and to the extent that, that provision is in force; until then, these Rules apply as a contract between the parties and NLP. In the event of any irreconcilable conflict with a mandatory provision of law, the mandatory provision shall prevail.

1.5 These Rules are binding on the parties and shall be effective from 01 February 2026. They shall apply to all mediation proceedings commenced with NLP on or after that date, and any amendment to them shall apply as provided in Rule 36.

1.6 NLP may, as part of its services, make the Platform available to the parties for sending notices and correspondence. NLP acts only as an administering institution and a neutral facilitator, and does not assume any adjudicatory role in connection with the mediation or with such notices or correspondence.

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 "**Mediation Act**" shall mean the Mediation Act, 2023, to the extent its provisions are in force from time to time;

2.8 "**Fee Schedule**" shall mean the schedule of fees for mediation under these Rules published by NLP on the Platform, as in force on the date on which the Letter of Request is filed;

2.9 "**Letter of Request**" shall mean the request made by the Initiating Party (or by the parties jointly under Rule 9.2) to NLP on the Platform to administer mediation proceedings under these Rules;

2.10 "**Notice of Mediation**" shall mean the notice (also called the invitation to mediate) issued by NLP to the Responding Party upon the Initiating Party initiating the mediation process under these Rules;

2.11 "**Panel**" shall mean list of mediators empanelled by NLP and published on the Platform, specified from time to time. NLP shall maintain the Panel page showing each mediator's name, qualifications, areas of expertise, and languages.

2.12 "**Platform Logs**" means metadata, timestamps, and system records not containing substantive communications.

2.13 "**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.

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

2.15 "**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.

2.16 "**Responding Party**" shall mean the party to the mediation proceeding, not being the Initiating Party.

2.17 "**NLP Dispute Resolution Clause**" shall mean the dispute resolution clause in an agreement between the parties to resolve their dispute through negotiation, mediation, conciliation or arbitration 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:

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

2.17.2 agreed to by the parties electronically on the Platform, the record of which maintained on the Platform shall be evidence of the agreement in writing.

2.18 "**NLP ODR Platform**" or "**Platform**" shall mean the internet-based legal-tech and dispute resolution platform owned and operated by KSPL under the name NoLegalPaisa, at www.nolegalpaisa.com;

2.19 "**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

2.20 "**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.

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

2.22 reference to a gender shall include references to the female, male and neutral gender;

2.23 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;

2.24 the singular includes the plural (and vice versa);

2.25 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;

2.26 reference to the words “include” or “including” shall be construed without limitation;

2.27 reference to “signature” under these Rules shall include an electronic signature or electronic authentication technique recognised under the Information Technology Act, 2000;

2.28 a time of day is a reference to Indian Standard Time.

2.29 unless otherwise stated, a reference to a number of days is a reference to Business Days; provided that any period prescribed by law shall be computed in accordance with that law;

2.30 any reference to these Rules or the Mediation Rules includes the Fee Schedule and any practice directions issued by NLP under these Rules, as published on https://www.nolegalpaisa.com;

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

2.32 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 Whether or not a mediation agreement exists, the parties may, before filing any suit or proceeding of a civil or commercial nature in any court, voluntarily and by mutual consent attempt to settle their dispute by mediation under these Rules, including, when the relevant provisions of the Mediation Act are in force, by pre-litigation mediation in accordance with that Act.

4.2 Provided that mediation under these Rules is not pre-institution mediation under section 12A of the Commercial Courts Act, 2015, which must be undertaken in the manner prescribed under that Act and the rules made under it. A party to a commercial dispute of Specified Value that does not contemplate urgent interim relief must comply with section 12A separately before instituting a suit.

5 Disputes or Matters Not Fit for Mediation

5.1 No mediation shall be conducted under these Rules for the resolution of any dispute or matter which is not capable of settlement by law, including the disputes and matters listed in the First Schedule to the Mediation Act (read with section 6 of that Act).

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 a court, and shall be 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 parties may, within 3 days of the commencement of the mediation, jointly nominate a mediator from the Panel. Failing such joint nomination, the Registrar shall appoint the mediator(s) from the Panel, having regard to the nature of the dispute, the language of the mediation and the availability of the mediator.

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.

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 reliefs 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 the Initiating Party considers fit; and

9.1.5 proof of payment of the fees payable on filing under the Fee Schedule.

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 the mediator shall hold at least one session with the parties to satisfy themself that the terms have been freely agreed and are understood by each party, and may thereupon authenticate the terms as a Mediated Settlement Agreement in accordance with Rule 19.

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 of 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 Notice of Mediation in any manner.

10.3 Where there is more than one Responding Party:

10.3.1 the mediation shall commence, between the Initiating Party and each Responding Party that accepts the Notice of Mediation, on the date of that Responding Party's acceptance;

10.3.2 a Responding Party that rejects the Notice of Mediation, or does not reply to it within the period in Rule 10.4, shall not be a party to the mediation;

10.3.3 the mediator may, after consulting the parties, terminate the mediation under Rule 23.2 if the dispute cannot usefully be mediated without the non-participating Responding Parties; and

10.3.4 if all the Responding Parties reject the Notice of Mediation, there shall be no mediation proceedings, and the proceedings shall be terminated under Rule 23.

10.4 If a reply to the Notice of Mediation is not received within thirty days from the date on which it is sent, or within such other period as is specified in the Notice, whichever is later, the Initiating Party's invitation may be treated as rejected, and the proceedings shall be terminated under Rule 23.

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, save that a party may submit a statement or document in confidence for the mediator only, in which case Rule 16 shall apply.

13 Mediator Not Bound by Certain Enactments

The mediator is not bound by the Code of Civil Procedure, 1908 or the 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 and where the parties so request or agree, 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

Information given to the mediator by a party in a Private Session shall be kept confidential by the mediator and shall not be disclosed to any other party unless the party giving it consents. The mediator may share with the other party, as a case update on the Platform, the substance of any factual information that the disclosing party has agreed may be shared, so that the other party may present any explanation it considers appropriate.

Provided that nothing in this Rule prevents a disclosure permitted under Rule 30.2.

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 A party may be represented in the mediation by an advocate or other authorised representative, on notice to the other parties and the mediator through the Platform. Experts or other third parties may attend only with the prior written consent of all parties, which shall not be unreasonably withheld. All such persons are bound by the confidentiality obligations of the mediation, and the mediator may exclude any third party whose presence would prejudice the 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 Mediated Settlement Agreement shall be executed electronically using an e-signature mechanism recognised under the Information Technology Act, 2000, or in any other manner permitted by law. The parties shall bear any stamp duty payable on it, and NLP may, at their request and on payment of the applicable fees, facilitate its e-stamping or stamping.

19.4 The Mediated Settlement Agreement signed by the parties shall be submitted to the mediator, who shall, after authenticating it, forward it with a covering letter signed by the mediator to the Registrar, and provide a copy to each party.

20 Registration of Mediated Settlement Agreement

20.1 When section 20 of the Mediation Act comes into force, a Mediated Settlement Agreement (other than one resulting from a 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 notified by the Central Government, in accordance with that section.

20.2 Until then, registration under this Rule is not available, and nothing in these Rules shall be read as representing otherwise.

20.3 Once registration is available, the parties may seek NLP's assistance with registration by a joint written request, on such terms and fees as NLP may then notify.

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 record purposes.

21.2 The Non-Settlement Report shall record (a) the dates of the mediation sessions; (b) the names of the parties and representatives present; (c) the matters referred to mediation; and (d) the fact of 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 (or in the corresponding provisions of the Mediation Act, when in force) shall protect from disclosure information sought or provided to prove or dispute a claim or complaint of professional misconduct of the mediator, or of malpractice, based on conduct occurring during the mediation.

23 Termination of Mediation Proceedings

The mediation proceedings shall be terminated in the following circumstances, with the consequences set out in Rules 23.6 and 23.7 –

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 where the Responding Party (or all the Responding Parties) rejects, or is treated under Rule 10.4 as having rejected, the Notice of Mediation; or

23.5 on the expiry of the time limit under Rule 17, as extended.

23.6 Upon termination otherwise than by a settlement of all the issues, the parties may pursue their remedies in accordance with the dispute resolution clause between them, if any, or in accordance with law.

23.7 If the parties agree in writing, during or after the mediation, to refer the dispute to arbitration under the NLP Arbitration Rules, the arbitration shall proceed before an arbitrator other than the mediator, with such credit for fees already paid as the Fee Schedule provides.

24 Enforcement of Mediated Settlement Agreement

24.1 A Mediated Settlement Agreement signed by the parties and authenticated by the mediator shall be final and binding on the parties and persons claiming under them, and takes effect as a contract enforceable in accordance with applicable law.

24.2 When sections 27 and 28 of the Mediation Act are in force, a Mediated Settlement Agreement to which they apply shall, subject to section 28, be enforced in accordance with the Code of Civil Procedure, 1908, in the same manner as if it were a judgment or decree of a court, and may 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. Until then, NLP makes no representation that a Mediated Settlement Agreement is enforceable as a judgment or decree.

24.3 Where a suit or other proceeding concerning the dispute is pending, the parties may place the Mediated Settlement Agreement before the court or authority concerned and seek appropriate orders in accordance with the law applicable to that proceeding.

25 Fees and Costs

25.1 The fees and charges payable for mediation under these Rules are set out in the Fee Schedule, which forms part of these Rules. All amounts are exclusive of applicable taxes, which shall be charged as provided in the Fee Schedule.

25.2 Unless otherwise agreed, NLP's administration (platform) fee shall be paid by the Initiating Party on filing the Letter of Request, and the mediator's fee shall be borne by the parties in equal shares.

25.3 The mediator's fee shall not depend on whether a settlement is reached. No mediator shall demand or accept any fee, payment or other benefit from a party except as provided in the Fee Schedule and paid through NLP.

25.4 Unless the parties agree otherwise, each party shall bear its own costs of participating in the mediation, including the fees of its advocate or representative.

25.5 Refunds, if any, shall be governed by the Fee Schedule and NLP's Refund & Cancellation Policy. Stamp duty and other disbursements shall be borne by the parties as provided in the Fee Schedule.

MISCELLANEOUS PROVISIONS

26 Registrar – Duties and Power to Remove Difficulties and Defects

26.1 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.

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

26.3 The Registrar shall have limited authority to correct only clerical, technical, system-generated or administrative errors which (i) are non-adjudicative in nature, (ii) do not arise from, give effect to or modify any direction of the mediator or any decision of the parties, and (iii) do not affect the substantive rights of any party.

26.3.1 Where such an error has resulted in the incorrect tagging, listing, closure or procedural movement of a proceeding on the Platform, the Registrar may, by a reasoned written administrative order, correct the error and restore the proceeding to the stage at which it was before the error occurred.

26.3.2 The Registrar shall not have the power to revive a mediation terminated under Rule 23, or to vary any Mediated Settlement Agreement or Non-Settlement Report.

26.3.3 Where the Registrar forms the view that a correction may affect a direction of the mediator, the Registrar shall place the matter before the mediator in writing for appropriate directions.

26.3.4 Any correction under this Rule shall be without prejudice to the rights of the parties under applicable law.

27 Complaints Against Mediator

27.1 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.

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

27.3 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.

28 Protection Against Any Act Done in Good Faith

28.1 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.

28.2 The parties agree not to make NLP, the mediator, the Registrar, any Case Manager or any officer, employee, director or agent of NLP a party to any proceeding, appeal or application relating to a Mediated Settlement Agreement or a mediation agreement, except where required by law.

29 Maintenance of Data and Records by NLP

29.1 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 a proceeding to enforce or challenge a Mediated Settlement Agreement, NLP shall retain the records until final disposal of such proceedings; (c) parties may agree in writing to a longer retention period.

29.2 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 Privacy Policy available on the Platform.

29.3 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.

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

29.5 NLP may erase all the data and records pertaining to any proceedings under the Mediation Rules after the expiry of the time period specified above, subject to any legal hold or requirement of law.

30 Confidentiality

30.1 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.

30.2 Notwithstanding Rule 30.1, 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.

30.3 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.

30.4 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.

30.5 NLP, the Registrar, the mediators and the parties shall comply with all applicable laws relating to confidentiality, including the provisions of the Mediation Act relating to confidentiality when they are in force.

31 Recording and Transcripts

31.1 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.

32 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.

33 Exclusion of Liability

To the maximum extent permitted by applicable law, the parties jointly and severally waive and release NLP, the Registrar, the mediators, the Case Managers and NLP's officers, employees, vendors and agents from any liability arising out of any act or omission undertaken in good faith in the course of administering or conducting proceedings under these Rules. This exclusion shall not apply to fraud, wilful misconduct, or actions taken in conscious disregard of mandatory provisions of law, and nothing in these Rules excludes or limits any remedy which cannot lawfully be excluded.

34 Language

34.1 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, a Case Manager who speaks that language may be assigned to assist the parties.

34.2 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.

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

35 Procuring a Verified Copy

35.1 Any party to a proceeding under the Mediation Rules, or any other affected party, who may require a verified copy of the Mediated 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.

35.2 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 the prior sanction of the parties.

36 Amendment to Mediation Rules

NLP shall have the sole right to amend these Rules, the Fee Schedule and any annexures, as it deems fit and necessary. Any amendment shall apply prospectively and shall not affect mediation proceedings already commenced, unless all parties expressly agree in writing.

37 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 these Rules, as may appear to it to be necessary for removing the difficulty.

38 Working Hours

The parties may upload their statements and documents on the Platform at any time, within the time limits prescribed under these Rules or directed by the Registrar or the mediator.

39 Notices and Communication

39.1 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:

39.1.1 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;

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

39.2.1 the e-mail sent has not bounced back;

39.2.2 the SMS sent has not received a failure of delivery notification;

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

39.3 Where a party has not logged on to the Platform, the Case Manager shall also call that party on the mobile number registered on the Platform or given in the underlying agreement, to inform it that proceedings have been initiated under these Rules, and a record of each call shall be kept on the Platform. Such a call is an additional step and does not by itself constitute service; however, where the call is completed, the necessary details have been shared and the person has not denied being a party to the dispute, the call may be relied upon as evidence that the party had notice of the proceedings.

39.4 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.

40 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.

41 Succession

If NLP ceases to administer mediations (for any reason whatsoever), the parties shall be at liberty to choose another institution for their dispute resolution. NLP, or any assignee, Official Liquidator or entity declared as its successor by an order of a competent tribunal or court, shall make the case records available to the parties, subject to Rule 30.

42 The Platform

42.1 NLP shall facilitate the proceedings under these Rules on the Platform and provide associated administrative services, which include sending notices, filing cases, appointment of mediators, uploading documents, communication through electronic modes, a settlement builder, e-signature, e-stamping and all other services required until a Mediated Settlement Agreement is signed or the proceedings are terminated.

42.2 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.

42.3 Mediation sessions shall be conducted online on the Platform, unless the parties and the mediator agree otherwise.

43 Jurisdiction

43.1 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.

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