

NoLegalPaisa Negotiation Rules

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

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1 Short Title, Extent and Application

- 1.1** These rules shall be called the NoLegalPaisa Negotiation Rules (hereinafter the “**Negotiation Rules**” or the “**Rules**”).
- 1.2** These Rules shall apply where:
- 1.2.1** the parties to a dispute have (prior to the dispute arising) agreed in writing to attempt resolution of their disputes through negotiation facilitated and administered by NoLegalPaisa (hereinafter “NLP”);
 - 1.2.2** the parties (or any party, as the case may be) have, after the arising of a dispute, agreed or elected to refer the dispute to negotiation to be facilitated and administered by NLP; or
 - 1.2.3** the parties have voluntarily opted for negotiation through the Platform as a first or interim step in the resolution of a dispute, with or without a pre-existing agreement to that effect.
- 1.3** Negotiation under these Rules is voluntary, consensual, non-adjudicatory and non-coercive in nature. Nothing in these Rules shall be construed as mandating settlement, continuation of negotiation, or participation in any form, beyond the free consent of the parties.
- 1.4** These Rules shall apply as in force on the date of registration of the Letter of Request on the Platform, unless the parties expressly agree otherwise. These Rules include the Fee Schedule and any practice directions issued by NLP under these Rules and published on the Platform.
- 1.5** NLP may, as part of its services, make the Platform available to the parties for the exchange of claims, responses, settlement proposals and supporting documents, and for sending notices and correspondence. NLP acts only as a facilitating and administering institution and a neutral administrator, and does not exercise or assume any adjudicatory role in connection with the negotiation or with such notices or correspondence.
- 1.6** NoLegalPaisa is a platform owned and operated by Kaahmucjee Solution Private Limited (“**KSPL**”), a private limited company. In these Rules, a reference to NLP acting as the administering institution is a reference to KSPL, acting through the Registrar, the Case Managers, the Resolution Executives and its other authorised personnel.

2 Governing Framework and Nature of Negotiation

- 2.1** Where parties have agreed to attempt resolution of their disputes through negotiation administered by NLP, the parties shall be deemed to have agreed that such negotiation shall be conducted and administered in accordance with these Rules, as amended from time to time.
- 2.2** Negotiation is a direct, party-driven process. The parties negotiate with one another, and any settlement reached is the act and agreement of the parties alone. NLP does not decide the dispute, does not impose any settlement, does not express any view on the merits of any claim or defence, and gives no assurance that the negotiation will result in a settlement.
- 2.3** Any settlement reached through negotiation under these Rules takes effect as a contract between the parties and is governed by the Indian Contract Act, 1872, and other applicable law. A negotiated settlement is binding on the parties as a contract; however, unless and until it is formalised in accordance with Rule 18, it does not by itself have the status of a judgment, decree or arbitral award.

- 2.4** These Rules shall be read harmoniously with applicable law. In the event of any irreconcilable conflict between these Rules and any non-derogable or mandatory provision of law, the latter shall prevail.
- 2.5** It is clarified that any amendments to these Rules shall apply prospectively and shall not affect negotiation proceedings already commenced, unless all parties expressly agree in writing.

3 Definitions and Interpretation

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

- 3.1** “**Business Day**” means any day other than a Saturday, Sunday or a public holiday in India on which NLP is open for its ordinary business activities;
- 3.2** “**Case Manager**” shall mean the individual appointed by NLP to provide administrative, coordination and secretarial services to the Registrar, the Resolution Executive (if any) and the parties to any proceeding under these Negotiation Rules;
- 3.3** “**Claim**” shall mean the demand, grievance or relief asserted by the Initiating Party against the Responding Party and submitted on the Platform, together with the supporting particulars and documents;
- 3.4** “**Communication**” shall include any notice, invitation, instruction, notification, claim, response, proposal, application, document, report, settlement proposal or settlement agreement delivered or sent via the Platform, email, SMS, instant messaging application (such as WhatsApp), postal courier or any other mode agreed by the parties or permitted under these Rules;
- 3.5** “**Confidential Information**” shall mean all oral, written, electronic or other information disclosed, exchanged or generated for or during the negotiation, including bids, offers, counter-offers, settlement proposals, positions, admissions and any indication of willingness or unwillingness to settle;
- 3.6** “**Facilitator**” shall mean a person appointed by NLP under Rule 11.5, at the request of the parties, to support the conduct of the negotiation in the limited manner set out in that Rule;
- 3.7** “**Fee Schedule**” shall mean the schedule of fees for negotiation under these Rules published by NLP on the Platform, as applicable under Rule 1.4;
- 3.8** “**Initiating Party**” or “**Claimant**” shall mean the party (or parties) initiating the negotiation proceedings under these Rules;
- 3.9** “**Letter of Request**” shall mean the request made to NLP on the Platform to administer negotiation proceedings under these Negotiation Rules;
- 3.10** “**Negotiation**” shall mean the consensual, non-adjudicatory process facilitated and administered by NLP under these Rules through which the parties seek, by direct exchange, to arrive at a mutually acceptable settlement of their dispute;
- 3.11** “**Negotiation Period**” shall mean the period within which the negotiation is to be completed, as provided under these Rules or as agreed by the parties;
- 3.12** “**Negotiation Round**” shall mean a single exchange of, or revision to, a settlement position by a party on the Platform;
- 3.13** “**Notice of Negotiation**” shall mean the notice issued to the Responding Party by NLP upon the Initiating Party initiating the negotiation process under these Rules, inviting the Responding Party to participate;

- 3.14** “**Platform Logs**” shall mean metadata, timestamps and system records that do not contain substantive communications;
- 3.15** “**Pre-Proceeding Call**” shall mean the introductory call made by NLP’s internal calling team, a Case Manager or a Resolution Executive to the parties to a negotiation proceeding individually, wherein certain key information with regard to the negotiation proceedings is communicated to the parties;
- 3.16** “**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;
- 3.17** “**Resolution Executive**” shall mean the individual designated by NLP to provide procedural support, coordination, communication assistance and guidance regarding the Platform processes, so as to facilitate the negotiation; the Resolution Executive performs a facilitative and administrative role only and does not adjudicate, advise on the merits, or impose any settlement;
- 3.18** “**Responding Party**” or “**Respondent**” shall mean the party (or parties) to a negotiation proceeding, not being the Initiating Party;
- 3.19** “**Settlement Agreement**” or “**Negotiated Settlement Agreement**” shall mean a written agreement between some or all of the parties resulting from a negotiation under these Rules, settling some or all of the disputes between such parties;
- 3.20** “**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 the associated administrative services through NLP, which has been agreed by the parties either prior to or after the occurrence of the dispute, and shall be:
- 3.20.1** in writing, as a clause which is part of the main contract between the parties or as a separate agreement; or
- 3.20.2** 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;
- 3.21** “**NLP ODR Platform**” or “**Platform**” shall mean the internet-based legal-tech and dispute resolution platform owned and operated by KSPL under the name NoLegalPaisha, at www.nolegalpaisha.com;
- 3.22** “**Law**” shall (unless a contrary intention appears) mean any 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
- 3.23** “**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 the case of an individual shall include his legal representatives, administrators, executors and heirs, and in the case of a trust shall include the trustee or trustees for the time being.
- 3.24** In these Negotiation Rules, unless the context otherwise requires:
- 3.24.1** the terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to this entire Negotiation Rules;

- 3.24.2** reference to a gender shall include references to the female, male and neutral gender;
- 3.24.3** 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;
- 3.24.4** the singular includes the plural (and vice versa);
- 3.24.5** the headings in the Negotiation Rules are inserted for convenience of reference only and are to be ignored in construing and interpreting these Rules;
- 3.24.6** reference to the words “include” or “including” shall be construed without limitation;
- 3.24.7** reference to “signature” under these Rules shall include an electronic signature or electronic authentication technique recognised under the Information Technology Act, 2000;
- 3.24.8** a time of day is a reference to Indian Standard Time;
- 3.24.9** 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;
- 3.24.10** any reference to these Rules or the Negotiation Rules includes the Fee Schedule and any practice directions issued by NLP under these Rules, as published on <https://www.nolegalpaisa.com>;
- 3.24.11** words and abbreviations which have a well-known technical, trade or commercial meaning are used in these Negotiation Rules in accordance with such meaning; and
- 3.24.12** reference to any article, clause, annexure or schedule means an article or clause of, or an annexure or schedule to, the Negotiation Rules.

4 Scope of Application

- 4.1** It is expected that negotiation is resorted to for disputes that are quantifiable and amenable to resolution through this mode. The parties may, however, negotiate any dispute that is lawfully capable of settlement by agreement between them.
- 4.2** Insofar as these Rules are silent on any matter concerning the negotiation proceedings, and the parties have not otherwise agreed, NLP shall facilitate the proceedings in the manner it considers appropriate, in accordance with the general principles of these Rules and the consensual character of negotiation.
- 4.3** In the event of any dispute regarding the meaning of these Rules, they shall be interpreted according to their purpose and in the manner most appropriate to facilitate a fair, expeditious and consensual resolution.
- 4.4** Negotiation proceedings under these Rules are conducted without prejudice to the legal rights, remedies and claims of the parties, and without prejudice to any legal proceedings pending between the parties.

5 Mode of Giving Notice and Calculation of Periods of Time

- 5.1** A notice, including a notification, communication or proposal, may be transmitted by any mode of communication that provides or allows for a record of its transmission.

- 5.2** A notice transmitted by electronic means is deemed to have been received on the day it is delivered if the communication has not bounced back to the sender, and such time shall be determined in accordance with the addressee's time zone. Provided that deemed service shall not apply where the receiving party establishes that it did not have a reasonable opportunity to access such communication.
- 5.3** For the purpose of calculating a period of time under these Rules, such period shall begin to run on the day following the day on which a notice is deemed to have been received. If the last day of such period is not a Business Day, the period is extended until the first Business Day which follows.

6 Initiating Negotiation

- 6.1** Any party to a dispute may initiate negotiation through NLP by registering itself on the Platform and submitting a Letter of Request to administer negotiation proceedings.
- 6.2** To initiate the negotiation, the Initiating Party shall, in the form and manner prescribed on the Platform, provide:
- 6.2.1** full name and contact details of the parties to the negotiation, including the full address of both parties, email addresses (if any) and registered mobile numbers;
 - 6.2.2** a statement briefly describing the nature and circumstances of the dispute and the Claim advanced against the Responding Party, specifying the relief sought, including the amount of any quantified Claim or an estimate of the monetary value of any other Claim;
 - 6.2.3** a copy of the NLP Dispute Resolution Clause or other proof of consent, where the negotiation is sought to be commenced under an agreement to that effect;
 - 6.2.4** adequate and relevant proof and supporting documents relied upon in support of the Claim;
 - 6.2.5** a statement of any matters which the parties have previously agreed as to the conduct of the negotiation, together with any previously agreed terms of settlement, if any; and
 - 6.2.6** proof of payment of the fees payable on filing under the Fee Schedule.
- 6.3** The parties may, after registering on the Platform, jointly request NLP, by a Letter of Request, to record their jointly agreed terms, in which case NLP shall facilitate the preparation of a Settlement Agreement in accordance with Rule 17.
- 6.4** If any information or particulars furnished by the Initiating Party are found at any time to be incorrect or false, NLP shall have the power to decline or discontinue the administration of the negotiation, without prejudice to the rights of the other party.

7 Communication to the Responding Party

- 7.1** Upon submission of the Letter of Request and the successful registration of the Initiating Party on the Platform, NLP shall address a Notice of Negotiation to the Responding Party, briefly identifying the subject of the dispute and intimating the Responding Party of the Claim and of the initiation of the negotiation by the Initiating Party, and inviting the Responding Party to respond.
- 7.2** The Notice of Negotiation shall contain an individualised, specific link for the Responding Party to register on the Platform in respect of the specific negotiation.

- 7.3** The Responding Party must register on the Platform before responding to the Claim.
- 7.4** If no response is received from the Responding Party within seven (7) days of the Notice of Negotiation, a reminder communication shall be sent by NLP.

8 Commencement of Negotiation Proceedings

- 8.1** The negotiation proceedings shall be deemed to commence when the Responding Party accepts the invitation contained in the Notice of Negotiation, in any manner, and registers on the Platform.
- 8.2** Where there is more than one Responding Party, the negotiation shall commence, between the Initiating Party and each Responding Party that accepts the invitation, on the date of that Responding Party's acceptance and registration on the Platform. A Responding Party that rejects the invitation, or does not respond within the period in Rule 8.5, shall not be a party to the negotiation.
- 8.3** Both parties are deemed to agree to negotiation as a mode of dispute resolution without prejudice to any legal proceedings pending between them.
- 8.4** Upon successful registration of both (or all) parties on the Platform, NLP shall send a Communication confirming the commencement of the negotiation.
- 8.5** If the Responding Party (or, where there are several, all of the Responding Parties) rejects the invitation, or fails to respond within thirty (30) days from the date of communication of the Notice of Negotiation (or within such other period as specified in the Notice, whichever is later), the non-response may be treated as a rejection of the invitation to negotiate, and the proceedings shall be terminated in accordance with Rule 20. The Responding Party may reject the Claim entirely, in which case the parties may choose to escalate the dispute in accordance with Rule 19.

9 Negotiation where Proceedings Are Pending

- 9.1** The parties may negotiate under these Rules notwithstanding that any suit, arbitration or other proceeding in respect of the same subject matter is pending before any court, tribunal or authority.
- 9.2** All negotiation under these Rules is conducted on a "without prejudice" basis, and the participation of a party in the negotiation shall not constitute an admission, a waiver of any right or remedy, or a submission to any jurisdiction, nor shall it prejudice the position of that party in any pending or future proceedings.

10 Representation, Experts and Third Parties

- 10.1** A party may negotiate on its own behalf or be represented by an advocate, authorised representative, guardian or agent, on notice to the other party through the Platform. NLP may require proof of the representative's authority.
- 10.2** A party may invite an expert or other third party to participate in the negotiation only with the prior written consent of all parties, which shall not be unreasonably withheld. Where any representative, expert or third party participates, that person shall be bound by the confidentiality obligations set out in these Rules.

- 10.3** NLP may decline to permit, or may require the withdrawal of, any representative or third party whose participation would prejudice the negotiation, breach these Rules, or contravene applicable law.

11 Support for Resolution; Case Manager and Pre-Proceeding Call

- 11.1** To facilitate resolution on an end-to-end basis, NLP may assign a Case Manager, a Resolution Executive, or such other designated representative for the dispute.
- 11.2** NLP's internal calling team, the Case Manager or the Resolution Executive may conduct a Pre-Proceeding Call to inform the parties of the registration of the dispute for negotiation, the procedure under these Rules and the applicable timelines. The recordings of such calls, together with an auto-generated transcript, may be captured, with prior notice to the party at the start of the call and in accordance with NLP's Privacy Policy.
- 11.3** The assigned representative shall provide procedural support, coordination, communication assistance and guidance regarding the Platform processes so as to facilitate faster dispute resolution. The assigned representative performs a facilitative and administrative role only, and shall not adjudicate the dispute, advise any party on the merits, or impose, pressure or procure any settlement.
- 11.4** The assigned representative shall be available to answer queries relating to the process under these Rules and shall capture information of all Communications relating to the case as an update on the Platform. NLP may, in appropriate cases, replace the assigned representative.
- 11.5** Where the Fee Schedule offers a facilitated negotiation and all the parties so request, NLP shall appoint a Facilitator for the negotiation. A Facilitator shall be independent of the parties and shall, before accepting the appointment, disclose to the parties in writing any circumstance likely to give rise to justifiable doubts as to the Facilitator's independence or impartiality.
- 11.6** The role of the Facilitator is limited to procedure. The Facilitator may convene and chair joint sessions, set agendas and timetables, help the parties to exchange proposals and documents in an orderly way, and record the terms on which the parties have agreed. The Facilitator shall not evaluate the merits of any claim or defence, propose terms of settlement, hold separate or private sessions with any party, or pressure any party to settle.
- 11.7** The parties agree that a negotiation in which a Facilitator is appointed is conducted under these Rules and not under the NLP Mediation Rules. If the parties want a neutral to assist them actively in reaching a settlement, they may refer the dispute to mediation under the NLP Mediation Rules, with such credit for fees already paid as the Fee Schedule provides.
- 11.8** The Facilitator shall be bound by Rules 23 and 24, shall not act as an arbitrator, mediator, representative or counsel of a party in any proceeding relating to the dispute, and shall not be called as a witness by any party in respect of the negotiation.

12 Conduct of Negotiation

- 12.1** NLP facilitates the negotiation process by enabling the parties to exchange Claims, responses, settlement proposals and supporting documents through the Platform.
- 12.2** All Communications and the exchange of documents during the negotiation shall ordinarily be done through the Platform. Negotiations may be conducted asynchronously through the

Platform, or through virtual meetings, telephonic discussions, or any other communication mode approved by NLP.

- 12.3** During subsequent Negotiation Rounds, both parties may revise their settlement positions. The Initiating Party may reduce or modify the Claim amount, and the Responding Party may increase or modify the settlement offer.
- 12.4** Either party may, at any time, withdraw a proposal not yet accepted, or make a fresh or revised proposal, within the Negotiation Period and the number of Negotiation Rounds permitted on the Platform.
- 12.5** At any stage of the negotiation, if both parties agree on the Platform to the same settlement terms, a settlement in principle shall be deemed to have been achieved, and the Case Manager or Resolution Executive shall progress the matter to the Settlement Agreement stage in accordance with Rule 17.
- 12.6** All evidence, documents and statements that a party wishes to place before the other party shall be uploaded on the Platform. Proofs in support of the Claim or the response to the Claim should be adequate and relevant.

13 Role of the Parties

- 13.1** The parties agree to participate in the negotiation process in good faith, with the objective of reaching a meaningful and practical settlement of the dispute, and shall make reasonable efforts toward resolution.
- 13.2** The parties acknowledge that the responsibility for any decision regarding their Claims, and for the terms of any settlement, rests solely with the parties. NLP and its personnel neither decide the dispute nor guarantee any outcome.

14 Time-Limits and Negotiation Rounds

- 14.1** The negotiation shall, in ordinary cases, be conducted within the Negotiation Period and the number of Negotiation Rounds prescribed on the Platform from time to time.
- 14.2** The parties may, by mutual written consent communicated through the Platform, extend the Negotiation Period or the number of Negotiation Rounds, subject to such limits as NLP may prescribe.
- 14.3** For complex, multiparty or high-value disputes, the parties may agree to a different timetable at the outset and notify NLP accordingly.

15 Fees for Negotiation

- 15.1** Fees shall be payable in accordance with the Fee Schedule prescribed by NLP from time to time and displayed on the Platform.
- 15.2** Unless the parties agree otherwise, NLP's administration (platform) fee shall be paid by the Initiating Party on filing the Letter of Request, and the Facilitator's fee (where a Facilitator is appointed) shall be borne by the parties in equal shares. Each party shall bear its own costs of participating in the negotiation, including the fees of its advocate or representative.
- 15.3** Any additional services requested from NLP, including the stamping or e-stamping of a Settlement Agreement, or escalation to another dispute resolution process, shall be subject to payment of the applicable fees. Refunds, if any, shall be governed by the Fee Schedule and NLP's Refund & Cancellation Policy.

- 15.4** Where the parties escalate the dispute to mediation or arbitration through NLP under Rule 19, credit for the fees paid under these Rules shall be given as the Fee Schedule provides.

16 Achieving a Settlement

- 16.1** A settlement in principle is achieved when both (or all) parties agree, on the Platform, to the same settlement terms in respect of some or all of the issues in dispute. Unless the parties expressly agree otherwise, it becomes binding only when the Settlement Agreement is signed under Rule 17.
- 16.2** Upon a settlement in principle being achieved, the Case Manager or Resolution Executive shall progress the matter to the settlement agreement stage, and NLP shall facilitate the recording of the agreed terms in accordance with Rule 17.

17 Settlement Agreement

- 17.1** Upon the parties reaching a settlement in principle, NLP shall make available on the Platform a standard-form Settlement Agreement, which the parties may complete with the terms they have agreed. NLP does not give legal advice on those terms. A party wishing to have the Settlement Agreement drafted or reviewed may engage an advocate (including an advocate available through the Platform) at its own cost. The terms of the Settlement Agreement may extend beyond the disputes referred to negotiation.
- 17.2** The Settlement Agreement may be executed electronically using an e-signature mechanism recognised under the Information Technology Act, 2000, physically, or through any other legally recognised mode.
- 17.3** Where required by law or requested by the parties, the Settlement Agreement may be authenticated, witnessed, notarised, stamped or e-stamped, or facilitated through a mediator, conciliator, advocate or other authorised professional, in each case upon payment of the applicable fees.
- 17.4** A Settlement Agreement which is void under the Indian Contract Act, 1872, shall not be a lawful or enforceable settlement within the meaning of these Rules.

18 Status and Formalisation of the Settlement

- 18.1** A Settlement Agreement signed by the parties is final and binding on the parties and on persons claiming under them, and takes effect as a contract enforceable in accordance with applicable law.
- 18.2** The parties acknowledge that a negotiated Settlement Agreement does not, by itself, have the status of a judgment, decree or arbitral award. Subject to applicable law and on payment of the applicable fees, the parties may by mutual consent:
- 18.2.1** refer the dispute to mediation under the NLP Mediation Rules, so that any settlement reached is recorded in a Mediated Settlement Agreement, whose enforceability shall be as provided in those Rules and in the Mediation Act, 2023 (to the extent in force); or
 - 18.2.2** refer the dispute, to the extent it remains unresolved, to arbitration under the NLP Arbitration Rules, in which any settlement reached in the course of the arbitral proceedings may be recorded as an arbitral award on agreed terms under section 30 of the Arbitration and Conciliation Act, 1996,

18.2.3 in each case in accordance with the applicable Rules and applicable law. NLP makes no representation as to the enforceability of the outcome beyond what that law provides.

18.3 The parties may also agree to include in the Settlement Agreement an NLP Dispute Resolution Clause providing for arbitration under the NLP Arbitration Rules of any dispute about its performance.

19 Escalation to Other Dispute Resolution Processes

19.1 Where the Responding Party rejects the Claim entirely, or where the parties are unable to arrive at a settlement within the Negotiation Period or number of Negotiation Rounds, the parties may choose to escalate the dispute to mediation, conciliation, arbitration, litigation funding assessment, legal consultation, or any other service offered through NLP.

19.2 Any such escalation shall be governed by the rules applicable to the chosen process, including the NLP Mediation Rules or the NLP Arbitration Rules, as the case may be, and shall be without prejudice to the confidentiality of the negotiation under Rule 23.

20 Termination of Negotiation Proceedings

The negotiation proceedings shall stand terminated in any of the following circumstances:

20.1 a Settlement Agreement is reached between the parties on some or all of the issues under dispute, on the date of such agreement;

20.2 the parties are unable to arrive at a settlement within the Negotiation Period or the number of Negotiation Rounds, whereupon the parties may escalate the dispute in accordance with Rule 19;

20.3 any party withdraws from the negotiation proceedings;

20.4 the Responding Party (or, where there are several, all of the Responding Parties) rejects the invitation to negotiate or is deemed under Rule 8.5 to have rejected it; or

20.5 NLP determines that continuation of the proceedings is impractical due to non-participation, abuse of process, violation of the Platform rules, or any other reasonable cause.

MISCELLANEOUS PROVISIONS

21 Registrar – Duties and Power to Remove Difficulties and Defects

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

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

21.3 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 decision of the parties, and (iii) do not affect the merits of the dispute or the substantive rights of any party.

- 21.4** 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 such error solely for the purpose of restoring procedural continuity and restore the proceedings to the stage prior to the error having occurred.
- 21.5** 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 necessary for removing the difficulty. Any action under this Rule shall be without prejudice to the rights of the parties under applicable law.

22 Maintenance of Data and Records by NLP

- 22.1** NLP shall keep the data of the parties to any proceeding under these Negotiation Rules in its systems, and the records thereof shall be stored confidentially and securely, consistent with applicable privacy and data protection law.
- 22.2** Unless agreed otherwise between NLP and a party, NLP shall by default retain case records and documents for a period of four (4) years from the date of conclusion or termination of the negotiation. Where a party files any proceeding to enforce or challenge a Settlement Agreement, NLP shall retain the records until the final disposal of such proceeding. The parties may agree in writing to a longer retention period.
- 22.3** 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. NLP shall anonymise case data used for internal audits or training so that individuals and case-specific facts are not identifiable.
- 22.4** NLP may erase all data and records pertaining to any proceeding under these Negotiation Rules after the expiry of the period specified above, subject to any legal hold or requirement of law.

23 Confidentiality and Without-Prejudice Privilege

- 23.1** The parties, their representatives, any expert or third party, the Case Manager, the Resolution Executive, the Registrar, NLP and its employees, agents, consultants and service providers shall keep confidential, and shall not rely upon or introduce as evidence in any arbitral, judicial or other proceedings:
- 23.1.1** the mode of dispute resolution chosen by the parties;
 - 23.1.2** any bids, offers, counter-offers, settlement proposals or Communications exchanged during the negotiation;
 - 23.1.3** any indication by a party regarding its willingness or unwillingness to accept a settlement proposal; and
 - 23.1.4** statements, admissions or documents produced solely for the purpose of the negotiation.
- 23.2** All negotiation proceedings shall be conducted on a “without prejudice” basis and without prejudice to the legal rights, remedies and claims of the parties.
- 23.3** The confidentiality and privilege under this Rule shall not apply to: (a) Communications needed to enforce or challenge a 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, subject to applicable law; (d) information

necessary to respond to a regulator or statutory authority where the law compels disclosure; or (e) information disclosed with the express written consent of the party who provided it.

23.4 If a judicial, statutory or regulatory process compels disclosure of negotiation Communications or materials, the party receiving the process (including any NLP official) shall promptly notify the Registrar and the other party, unless prohibited by law, and shall assert the available confidentiality protections to the fullest extent.

23.5 NLP, the Registrar and their staff shall not be presented as witnesses regarding confidential negotiation Communications, except as required by law.

24 Recording and Transcripts

24.1 No participant shall make any video or audio recording of a negotiation session on the Platform without the express written consent of all parties.

24.2 This Rule is without prejudice to the recording of Pre-Proceeding Calls by NLP in accordance with Rule 11.2.

25 Monitoring of Proceedings

25.1 The Registrar may periodically examine and evaluate any proceeding under these Negotiation Rules and the case files on the Platform to ensure that the prescribed timelines are not extended without justifiable reasons.

26 Protection Against Acts Done in Good Faith

26.1 No suit or other legal proceeding shall be taken against the Case Manager, the Resolution Executive, the Registrar, NLP or any officer, employee, director or agent of NLP in relation to any act or proceeding done in good faith under these Negotiation Rules.

26.2 NLP, the Registrar, the Case Manager, the Resolution Executive or any officer, employee, director or agent of NLP shall not be made a party to any proceeding, appeal or application to enforce, set aside or otherwise relating to a Settlement Agreement.

27 Exclusion of Liability

27.1 To the maximum extent permitted by applicable law, and save in cases of fraud, wilful misconduct or actions taken in conscious disregard of mandatory provisions of law, neither NLP, its directors, employees, consultants, agents, technology providers or affiliates, nor any product, software or tool used during the negotiation process, shall be liable for any direct, indirect, incidental, consequential or special damages arising out of the conduct of the negotiation process.

27.2 The parties jointly and severally waive and release NLP, the Registrar, the Case Manager, the Resolution Executive, and the officers, employees, vendors and agents of NLP from any liability arising out of any act or omission undertaken in good faith in the course of administering or facilitating proceedings under these Rules. This exclusion shall not apply to acts involving (i) fraud, (ii) wilful misconduct, or (iii) actions taken in conscious disregard of mandatory provisions of law.

27.3 Unless required by law, NLP and its representatives shall not be required to testify in any judicial, arbitral, administrative or other proceeding concerning the conduct of the negotiation.

- 27.4** NLP does not guarantee that a settlement will be reached between the parties. Nothing in these Rules shall be construed as excluding or limiting any remedy which cannot lawfully be excluded under applicable law.

28 Language

- 28.1** The language of all proceedings under these Negotiation Rules shall be English, subject to the agreement between the parties. If either party is unable to communicate in English or in the chosen language, a Case Manager or Resolution Executive who speaks the specific language may be assigned to assist the parties.
- 28.2** In case both parties request that the proceedings be conducted in an Indian language other than English, NLP may decide such request on the basis of the availability of suitably qualified personnel. In the absence of such availability, the negotiation shall be conducted in English, and the decision of NLP in this regard shall be final.
- 28.3** If any document filed by a party is in a language other than English, the party filing such document shall simultaneously furnish an English translation thereof.

29 Procuring a Verified Copy

- 29.1** Any party to a proceeding under these Negotiation Rules, or any other affected party, who requires a verified copy of a Settlement Agreement or of the proceedings (pursuant to an order of a court or otherwise) shall make a request for the same at [INSERT] or to the Registrar and pay the fee applicable from time to time.
- 29.2** The Registrar may supply a certified copy 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.

30 Working Hours

- 30.1** The parties may upload their claims, responses, proposals and documents on the Platform at any time, as prescribed under these Negotiation Rules by the Registrar.

31 Notices and Communication

- 31.1** For the purposes of these Negotiation Rules, any notice, communication or proposal shall be through electronic communication or by postal service or courier. Electronic communication through NLP may be sent at the last known registered mobile number, email address, residential address or office address, as mentioned in the agreement between the parties or in other Communications stated by the party.
- 31.2** On completion of any one of the following conditions, service or delivery of an electronic communication will be considered successfully delivered when:
- 31.2.1** the e-mail sent has not bounced back;
 - 31.2.2** the SMS sent has not received a failure-of-delivery notification; or
 - 31.2.3** the message sent through an instant messaging application, such as WhatsApp, has not received a failure-of-delivery notification.
- 31.3** Where a party has not logged on to the Platform, the Case Manager or Resolution Executive shall also call that party on its registered mobile number 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.

- 31.4** All Communications and the exchange of documents during any proceeding under these Negotiation Rules shall be done through the Platform, or by postal service or courier by the parties or their authorised representatives.

32 Waiver of the Right to Object

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

33 Succession

- 33.1** If NLP ceases to administer negotiations (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 23.

34 The Platform

- 34.1** NLP shall facilitate the proceedings under these Rules on the Platform and provide associated administrative services, which include sending notices, filing claims, enabling the exchange of proposals, uploading documents, communication through electronic modes, settlement builder, e-signature and e-stamping, and all services required until a Settlement Agreement is reached or the proceedings are otherwise terminated.
- 34.2** All parties to any proceeding under these Negotiation Rules shall register themselves on the Platform, in the form and manner prescribed on the Platform.

35 Jurisdiction

- 35.1** Any objection by a party to the existence of, or to the competence of NLP to administer, the negotiation on the Platform shall be placed in the first instance before the Registrar.
- 35.2** If the Registrar sustains the objection, the negotiation proceedings shall be terminated.

36 Amendments to the NLP Negotiation Rules

- 36.1** NLP reserves the sole right to amend these Negotiation Rules, their schedules, fees and annexures from time to time, as it deems fit and necessary.
- 36.2** Any dispute registered prior to such amendment shall continue to be governed by the version of these Rules in force on the date of registration of the Letter of Request on the Platform, unless otherwise agreed by the parties.
- 36.3** Any amendment to these Rules shall apply prospectively and shall not affect negotiation proceedings already commenced, unless all parties expressly agree in writing.
- 36.4** In the event of any dispute regarding the interpretation or application of these Rules, the decision of NLP regarding Platform administration shall be final, subject to applicable law.