



**JUPITICE ONLINE ADMINISTERED
CONCILIATION RULES**

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Rule 1: The Jupitice Digital Bench:

Jupitice Digital Bench (hereinafter, “Digital Bench”) is an initiative of Jupitice Justice Technologies Private Limited. The Digital Bench’s function is to provide resolution of disputes as well as administrative services

relating to conciliation referred to it by the process of conciliation, in accordance with the Jupitice Online Administered conciliation Rules (“Rules”)

Rule 2: Scope of Application:

1. The Digital Bench is an independent Alternative Dispute Redressal body and a division of Jupitice Justice Technologies Private Limited, thus, the Conciliation proceedings shall be initiated and concluded electronically/ digitally vide the platform provided by Jupitice.
2. The Digital Bench shall administer the resolution of disputes as well other administrative services performed by the Conciliator, in consonance with the Rules.
3. The rules shall apply where the parties have an established legal relationship (either contractual or non-contractual). In furtherance of the same, if any dispute arises between the parties, it shall be adjudicated by the Digital Bench, in accordance with the Rules, provided that disputing parties have signed a Conciliation agreement or Conciliation clauses, either before or after the rise of the dispute.
4. The Rules shall also apply where:
 - a. The parties have previously agreed in writing that any dispute arising between them would be resolved by Arbitration under the Rules.
 - b. Where the parties have in writing agreed anytime after the disputes have arisen between them to refer the dispute between themselves to the Jupitice Digital Bench for dispute resolution by Conciliation or
 - c. Cases referred by Mediation Centres, Lok Adalats, etc., for Conciliation in accordance with the Rules, pursuant to a written agreement by parties, to such effect.
5. Where any of these Rules is in conflict with a provision of law from which the parties cannot derogate, that provision prevails.

The Digital Court or Jupitice Administrator is the final authority for the proper application of the Rules and to administer the conciliation proceedings under the rules. Its principal functions are appointing conciliation Appointed conciliator (ADDED), determining challenges to conciliators, scrutiny of the Settlement Agreement, etc.

6. Although The Digital Bench meets regularly in plenary sessions, the functions of the Digital Bench shall be performed, on its behalf by the Jupitice Administrator or any person appointed/designated on its behalf.
7. The Digital Bench is also assisted in its work by the “**Jupitice Advisory Board**” (the “JAB”).

8. The President of the Digital Bench shall be the Chief Executive Officer (“CEO”) of Jupitice Justice Technologies Private Limited or any other person appointed by the CEO.
9. All communications in the conciliation to the Digital Bench from any Party or Expert or the Arbitral Tribunal or to each other shall be addressed to the Jupitice Administrator.

Rule 3: Definitions

1. **“Additional Party”** include one or more additional parties and references to "party" or "parties" include Claimant, Opposing Party, and/or an additional party.
2. **“Conciliation”** means an **Online conciliation Mechanism** for resolving disputes through the use of electronic communications, information & communication technology, and other technologies via the **Jupitice Digital Bench**.
3. **“Conciliation Agreement”** means an agreement in writing by the parties to submit to Conciliation all or certain disputes which have arisen or which may arise between them; a conciliation Agreement may be in the form of a conciliation clause or in the form of a separate contract.
4. **“Communication”** means any communication (including a statement, declaration, demand, notice, response, submission, notification, request, and any other action(s) relating to Conciliation) made by means of information generated, sent, received, or stored by electronic, magnetic, optical or similar means via **Digital Bench**.
5. **“Claimant”** means any party initiating online Conciliation proceedings under these Rules and includes one or more Claimants.
6. **“Digital Bench”** shall have the power to interpret all provisions of these Rules. The Conciliator shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by The Digital Bench, the Conciliator’s interpretation shall prevail.
7. **“Digital Bench”** has no obligation to give reasons for any decision it makes in respect of any Conciliation commenced under these Rules. Unless otherwise determined by the Digital Bench, all decisions made by the Digital Bench under these rules are final and, to the extent permitted by any applicable law, not subject to appeal.
8. **“Dispute”** means any civil & commercial dispute.
9. **“Electronic Address”** means an information system, or a portion thereof, designated by the parties to the online dispute resolution process to exchange communications related to that process.

10. **“Jupitice Administrator”** shall mean a technology-based intermediary (entity) that owns, operates, and manages the **Jupitice Digital Bench** to appoint, administer, coordinate, and facilitate online conciliation proceedings between disputing parties and the Conciliator under these rules.
11. **“Jupitice Administrator”** has no obligation to give reasons for any decision it makes in respect of any conciliation commenced under these Rules. Unless otherwise determined by the Jupitice Administrator, all decisions made by the Jupitice Administrator under these rules are final and, to the extent permitted by any applicable law, not subject to appeal.
12. **“Jupitice Administrator”** shall have the power to interpret all provisions of this Rules. The Neutrals shall interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by the Jupitice Administrator, the interpretation of the Conciliator shall prevail.
13. **“Jupitice Administrator”** may from time to time issue code of conduct, guidance notes, etc. to supplement, regulate, and implement these Rules for the purpose of facilitating the administration of Conciliators governed by these Rules.
14. **“Digital Bench”** means a dedicated digital system for generating, sending, receiving, storing, exchanging, or otherwise processing communications in a manner that ensures data security under these Rules, to handle conciliation cases online, and for the parties to conduct Conciliation activities.
15. **“Jupitice Advisory Board”** is an independent body within The Digital Bench, which is comprised, of qualified & experienced professionals from the field of legal, financial, and technical who shall advise **The Digital Bench** as and when the need arises concerning any matter that relates to Conciliation proceedings which include but not limited to a decision on the number of Conciliators, the appointment of Conciliators, confirmations of Conciliators, the decision on the challenge of Conciliators, replacement of Conciliators, assistance in fixing the fees of Conciliators, participation in the review mechanism on the costs & fees, advisory comments regarding deposits, approval of professionals to be listed on the Panel maintained through Online MarketPlace.
16. **“Language”** includes one or more languages of the proceedings, as decided mutually by the disputing parties.

17. **“Online conciliation Mechanism”** means the conduct of end-to-end online Conciliation proceedings that is performed via Jupitice Digital Bench and includes every stage beginning from request for Conciliation to the signing of the Settlement Agreement.
18. **“Panel”** means the roster of conciliators maintained by the Digital Bench through its Global Online MarketPlace to ensure independence & impartiality.
19. **“Signature”** means an electronic or digital signature.
20. **“Settlement Agreement”** means an electronic agreement that includes the final terms of settlement between the parties to the dispute.
21. **“Witness”** includes one or more experts.
22. English is the original language of these Rules. In the event of any discrepancy or inconsistency between the English version and the version in any other language, the English version shall prevail.
23. **“Respondent”** means any party to whom notice is served under these Rules and includes one or more Respondents. **“Opposing Party”** means any party to whom notice is served under these Rules and includes one or more parties.
24. **“Claim”** or “counterclaim” includes any claim or claims by any party against any other party.
25. **“Defence”** includes any defense or defenses by any party to any claim or counterclaim submitted by any other party, including any defense for the purpose of set-off or cross-claim.

Rule 4: Communications

1. **“Communication”** means any communication (including a statement, declaration, demand, notice, response, submission, notification, request, and any other action(s) relating to conciliation) made by means of information generated, sent, received, or stored by electronic, magnetic, optical or similar means via Digital Bench.
2. All communications in the course of Conciliation proceedings shall be communicated to the Jupitice Administrator vide the Digital Bench.
3. Everyone including, the parties to the dispute, the Conciliator, and the Digital Bench shall have a designated electronic address.
4. Jupitice Administrator shall promptly notify the party and/ or the Conciliator of the availability of any communication directed to that party and/ or the Conciliator at the Digital Bench and

therefore, the communication shall be deemed to have been received by the said party and the Conciliator.

Rule 5: Commencement of Conciliation Proceedings

1. The party initiating Conciliation sends a notice (addressing the other party through the Jupitice Administrator), a written invitation to conciliate under these Rules, briefly identifying the subject of the dispute. Thereafter, the Jupitice Administrator shall promptly notify the other party and the Conciliator regarding the availability of the invitation.
2. Conciliation proceedings commence when the other party accepts the invitation to conciliate. If the acceptance is made orally, it is advisable that it be confirmed in writing.
3. If the other party rejects the invitation, there will be no Conciliation proceedings.
4. If the party initiating Conciliation does not receive a reply within thirty days from the date on which he sends the invitation, or within such other period of time as specified in the invitation, he may elect to treat this as a rejection of the invitation to Conciliate. If he so elects, he informs the other party accordingly.

Rule 6: Number of Conciliators

1. There shall be one Conciliator unless the parties agree that there shall be two or three Conciliators.
2. Where there is more than one Conciliator, they ought, as a general rule, to act jointly.

Rule 7: Appointment of Conciliators

1. Subject to subsection (2)
 - a. in Conciliation proceedings, with one Conciliator, the parties may agree on the name of a Sole Conciliator;
 - b. in Conciliation proceedings with two conciliators, each party may appoint one Conciliator;
 - c. in Conciliation proceedings with three Conciliators, each party may appoint one Conciliator and the parties may agree on the name of the third Conciliator who shall act as the presiding Conciliator.

2. Parties may enlist the assistance of the Digital Bench in connection with the appointment of Conciliators and in particular,
 - a. a party may request the Digital Bench to recommend the names of suitable individuals to act as Conciliators; or
 - b. the parties may agree that the appointment of one or more Conciliators is made directly by the Digital Bench.

Provided that in recommending or appointing individuals to act as Conciliators, the Digital Bench shall have regard to such considerations as are likely to secure the appointment of an independent and impartial Conciliator and, with respect to a sole or third Conciliator, shall take into account the advisability of appointing a Conciliator of a nationality other than the nationalities of the parties.

Rule 8: Submission of statement to the Conciliator

1. The Conciliator, upon his appointment, shall request each party to submit a brief written statement describing the general nature of the dispute and the points at issue, vide the Digital Bench. Each party shall send a copy of the statement to Jupitice Administrator to notify the other party.
2. The Conciliator may request each party to submit a further written statement of the position and the facts and grounds in support thereof, supplemented by any documents and other evidence that such party deems appropriate. The party shall send a copy of his statement to Digital Bench to notify the other party.
3. At any stage of the Conciliation proceedings, the Conciliator may request the disputing parties to submit any such additional information, as deemed appropriate, vide the Digital Bench.

Rule 9: Representation and assistance

The parties may be represented or assisted by persons of their choice. The names and addresses of such persons are to be communicated in writing to Digital Bench to notify the other party and the Conciliator; such communication is to specify whether the appointment is made for purposes of representation or for assistance.

Rule 10: Role of Conciliator

1. The Conciliator assists the parties in an independent and impartial manner in their attempt to reach an amicable settlement of the dispute.
2. The Conciliator 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.
3. The Conciliator shall conduct the Conciliation 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 Conciliator hears oral statements and the need for a speedy settlement of the dispute.
4. The Conciliator may, at any stage of the Conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be in writing and need not be accompanied by a statement of the reasons therefor.

Rule 11: Communication between the conciliator and the disputing parties

1. The Conciliator may invite the parties to meet with him or may communicate with them orally or in writing. The Conciliator may also meet or communicate with the parties together or individually with each party, for settlement of the dispute.
2. All meetings/sessions with the conciliator are to be held through video conferencing vide Digital Bench.

Rule 12: Disclosure of Information

When the Conciliator receives factual information concerning the dispute from a party, he shall disclose the substance of that information to the other party in order that the other party may have the opportunity to present any explanation that he considers appropriate: Provided that when a party gives any information to the conciliator subject to a specific condition that it be kept confidential, the conciliator shall not disclose that information to the other party.

Rule 13: Co-operation between the parties and the conciliator(s)

The parties shall in good faith cooperate with the Conciliator and, in particular, shall endeavor to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings.

Rule 14: Suggestions by Parties for settlement of the dispute.

Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

Rule 15: Settlement agreement

1. When it appears to the conciliator that there exist elements of a settlement that may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in light of such observations.
2. If the parties reach an agreement on a settlement of the dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the conciliator may draw up, or assist the parties in drawing up, the settlement agreement.
3. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.
4. The conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.

Rule 16: Confidentiality of the information

Notwithstanding anything contained in any other law for the time being in force, the conciliator and the parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

Rule 17: Termination of the Conciliation proceedings

1. The Conciliation proceedings shall be terminated
 - (a) by the signing of the Settlement Agreement by the parties, on the date of the agreement; or
 - (b) by a written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
 - (c) by a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of the declaration; or
 - (d) by a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.

Rule 18: Resort to arbitral or judicial proceedings

The parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

Rule 19: Costs

1. Upon termination of the Conciliation proceedings, the Conciliator shall fix the costs of the Conciliation and give written Notice thereof to the parties.
2. For the purpose of subsection (1), “costs” means reasonable costs relating to:
 - a. the fee and expenses of the Conciliator and witnesses requested by the Conciliator with the consent of the parties;
 - b. any expert advice requested by the Conciliator with the consent of the parties;
 - c. any other expenses incurred in connection with the Conciliation proceedings and the Settlement Agreement.
3. The costs shall be borne equally by the parties unless the settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

Rule 20: Deposits

1. The Conciliator, upon his appointment, may request each party to deposit an equal amount as an advance for the costs referred to in Rule 19, paragraph (1) which he expects will be incurred.
2. During the course of the conciliation proceedings, the Conciliator may request supplementary deposits in an equal amount from each party.
3. If the required deposits under paragraphs (1) and (2) of this rule are not paid in full by both parties within five days, the Conciliator may suspend the proceedings or may make a written declaration of termination to the parties, effective on the date of that declaration.
4. Upon termination of the Conciliation proceedings, the conciliator renders an accounting to the parties of the deposits received and returns any unexpended balance to the parties.

Rule 21: Role of conciliators in other proceedings

The parties and the Conciliator undertake that the conciliator will not act as an Arbitrator or as a representative or counsel of a party in any arbitral or judicial proceedings in respect of a dispute that is the subject of the Conciliation proceedings. The parties also undertake that they will not present the Conciliator as a witness in any such proceedings.

Rule 22: Admissibility of evidence in other proceedings

The parties undertake not to rely on or introduce as evidence in arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings;

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b. Admissions made by the other party in the course of the Conciliation proceedings;
- c. Proposals made by the Conciliator
- d. The fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

Schedule A

Model Conciliation Clause

To adopt Jupitice Online Administered Conciliation Services, we recommend the following model clause may be adopted by the parties to a contract who wish to refer any future or existing disputes to conciliation in accordance with these Rules:

Future Disputes

“Where, in the event of a dispute arising out of or relating to this contract, the parties wish to seek an amicable settlement of that dispute by conciliation, the conciliation shall take place in accordance with the Jupitice Online Administered Conciliation Rules as at present in force, and the Settlement Agreement signed by the disputing parties thereof shall be final and binding on both.”

1. The governing law of the contract shall be the substantive law of _____
2. The place of Conciliation shall be Jupitice Conciliation Digital Bench.
3. The number of Conciliator(s) shall be ____ (one or three).
4. The language of the conciliation proceedings shall be _____ (insert language).
5. The appointing authority shall be the Jupitice Administrator.

Existing Dispute

“We, the undersigned, agree to refer to online conciliation administered by the Jupitice Administrator under the Jupitice Administered Online Conciliation Rules for any dispute, controversy, difference, or claim (including any dispute regarding non-contractual obligations) arising out of or relating to:

(Brief description of contract under which disputes, controversies, differences, or claims have arisen or may arise.)”

1. The governing law of the contract shall be the substantive law of
2. The place of Conciliation shall be Jupitice Conciliation Digital Court Room.

3. The number of Conciliator(s) shall be ... (one or three).
4. The language of the conciliation proceedings shall be _____ (insert language).
5. The appointing authority shall be the Jupitice Administrator

