

# Consumer Guidance Society of India

Block J, Azad Maidan, Mahapalika Marg, Fort Mumbai, 400 001

Tel No.91-22-22621612/22659715

Email - cgsiadr@gmail.com

## MEDIATION FORM

### Details of Party 1

Name:

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Address:

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Contact Numbers:

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Email Id:

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Nature of Dispute:

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### Details of Party 2

Name:

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Address:

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Contact Numbers:

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Email Id:

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Nature of Dispute:

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I/We agree to submit our self for Mediation. I/We agree that any information revealed during these sessions will not be used by me/us in any Litigation against the other side.

Signature, Party No.1

Signature, Party No.2

## **Terms and Conditions & Disclaimer of the Mediation**

1. Parties to the Mediation have jointly authorized and have willingly given consent on their volition to CGSI to mediate their dispute.
2. Mediation shall be conducted in the premises of CGSI.
3. Only 2 people from each party can be present during Mediation. No Advocates on behalf of parties are allowed to be present or represent the parties during Mediation. The parties shall appear in person for Mediation.
4. Both parties shall make the payment payable towards Mediation in advance to the Institute. After the payment of the Mediator's fees and the Administrative Charges by both the parties, a date for Mediation shall be given by the Institution. In case of failure of Mediation the amount paid towards the Mediator's fees and the Administrative Charges of CGSI will not be refunded.
5. If both the parties do not appear or one of the parties does not appear then the matter will be adjourned for 30 minutes and then only mediation charges will be refunded or adjusted for succeeding mediation.
6. All parties shall submit their documents along with a short synopsis of their dispute to CGSI at least one week before the date of their Mediation.
7. Respective parties to collect their papers immediately or at most in one week after completion of mediation and/or closure of the case, failing which the papers will be destroyed and no correspondence will be entertained for return of papers or any related documents.
8. No application or request for photocopy of any synopsis or documents submitted either by the party who submitted it or by the other party in that mediation will be allowed by the Institute or Mediator.
9. An Advocate / Expert who mediates the said dispute cannot represent either of the parties in case the Mediation fails and the parties decide to approach the Court. Appointment of an Advocate/ Expert will be clearly at the discretion of CGSI and the parties cannot suggest names for the same.
10. In case of settlement of dispute a "Settlement Agreement" may be entered into between the parties in writing if the parties desire so. The said Settlement Agreement shall be enforceable under the Court of Law.
11. Information/documents revealed during this Mediation shall not be used by either party against each other in any other Court matters. The Parties also agree that in future they will not call the Mediator before the Court in order to substantiate their claims at any stage.
12. The Mediator will conduct Mediation in English, Hindi or Marathi. The language and conduct of the parties to mediation shall be decent and no use of any abusive language or allegations against each other shall be permitted. Also no electronic devices to record the mediation proceedings will be allowed.

**Signature Party No.1**

**Signature Party No.2**

## **Procedure of Mediation**

1. The Party shall submit a short synopsis of his case along with the relevant documents to CGSI.
2. In case CGSI feels the case can be referred for mediation then the party shall make a payment towards the Mediator's Fees and Administrative Charge of CGSI in advance. The said charges shall be payable for every sitting.
3. CGSI will issue notice to both the parties on receipt of advance payment and a date will be fixed for mediation.
4. On the said date both the parties have to be present along with their documents. Please note no Advocates are allowed for mediation. The Mediator will wait for a maximum of 30 minutes and if the parties do not appear then the said meeting will be adjourned and the charges paid will be refunded.
5. No notes or any form of recording via electronic or non-electronic means shall be allowed during the Mediation. In case the Mediator comes across any such recording, then he has the power to stop the Mediation then and there.
6. A maximum of 3 sittings or 60 days from the first mediation, whichever is earlier shall be permitted for disposal of every case. In case the case is not disposed of during this time period, then at the discretion of the Mediator the next sitting may be permitted.
7. A settlement Agreement may be drawn only on the request of the parties at the end of Mediation.

**Schedule of Fees**

<b>Claim Amount</b>	<b>Admin charges (per hour)</b>	<b>Mediator's Fees (per hour)</b>
Upto Rs. 10,000/-	500/-	500/-
Upto Rs. 50,000/-	1000/-	1000/-
Upto Rs. 1,00,000/-	1500/-	1500/-
Upto Rs.10,00,000/-	2000/-	2000/-
Rs. 10,00,000 and above	2000/-	5000/-