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ADR S
ALTERNATIVE DISPUTE RESOLUTION SOCIETY

SYMBIOSIS LAW SCHOOL, HYDERABAD

A CONSTITUENT OF SYMBIOSIS INTERNATIONAL (DEEMED UNIVERSITY), PUNE

ALTERNATIVE DISPUTE RESOLUTION SOCIETY (ADR S)

NATIONAL MEDIATION COMPETITION

27th - 29th March, 2020

Rules & Procedure





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ALTERNATIVE DISPUTE RESOLUTION SOCIETY

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CHAPTER I - INTRODUCTION

Symbiosis Law School, Hyderabad (hereinafter referred to as **"SLS-H"**), constituent of Symbiosis International (Deemed University) Pune, hereby declares that the Alternative Dispute Resolution Society (hereinafter referred to as **"ADRS"**) will be conducting the 1st National Mediation Competition (hereinafter referred to as **"NMC"**) which is scheduled to be conducted on 27th-29th March, 2020, to enable law students from all across India to participate and showcase their skills in resolving disputes through Mediation.

ADRS hereby makes the following rules for the NMC.

1. SHORT TITLE AND COMMENCEMENT

- (1) These rules may be called 'NMC Rules & Procedure, 2020'.
- (2) They shall come into force from the date of publication, on the official website of SLS-H.

2) DEFINITIONS

- (1) In these rules, unless the context otherwise requires:
 - (a) "ADRS" refers to the Alternative Dispute Resolution Society, established under the aegis of Symbiosis Law School, Hyderabad, constituent of Symbiosis International (Deemed University), Pune.
 - (b) "Advanced Rounds" refers to Quarter-Finals, Semi-Finals and Final rounds of the Competition.
 - (c) "Clarifications" refers to the queries arising out of the mediation problem that would only be accepted and reverted to in the timeline prescribed.

- (d) "Competition" refers to the 1st National Mediation Competition at Symbiosis Law School, Hyderabad.
- (e) "Conference Room" refers to the venue of the mediation session.
- (f) "Institute" refers to the Symbiosis Law School, Hyderabad, constituent of Symbiosis International (Deemed University), Pune.
- (g) "Judge" refers to a professional selected by the Organizing Committee to evaluate and score the Teams' performance during a mediation session in accordance with the judging criteria.
- (h) "Mediating Pair" refers to the client and counsel pair of the participating Team.
- (i) "Mediation Session" refers to the timeframe for each round as specified under Clause 12(1).
- (j) "Mediator" refers to the third member of the mediating Team who has applied and registered for the Competition as Participants.
- (k) "Organizing Committee" refers to the body of student-faculty-staff, ADRS and includes any other person, appointed by the Institute for the administration and functioning of the Competition.
- (l) "Participants" refers to and includes only the bona-fide representatives of the University/College/Institute who have applied and registered for the Competition by complying with the procedure prescribed hereinafter.
- (m) "Qualifying Rounds" refers to Preliminary Round I and Preliminary Round II of the Competition.
- (n) "Requesting Party" and "Responding Party" refer to the competing Team which argues on behalf of the party requesting the Mediation and the party responding to the request for Mediation at any given point in the Competition.
- (o) "Team" refers to the Mediating Pair and Mediator representing their Institute.
- (p) "Team Code" refers to the unique number allotted to the Team which would be used to identify them throughout the Competition.

3. INTERPRETATION

The Organizing Committee shall reserve the right to interpret the rules as it may deem fit in the interests of the participants and the organizers to maintain fairness and equality in the Competition. The interpretation placed upon these Rules & Procedure shall be conclusive and the decision of the Organizing Committee regarding the application of these Rules & Procedure shall be final. Any such decision shall be binding on all the stakeholders and Participants.

CHAPTER II - REGISTRATION

4. ELIGIBILITY

- (1) Subject to the criteria and conditions laid down by the respective colleges and Institutes, students pursuing their full time 3 year LLB or 5 year LLB program from a University or Institute recognized by the Bar Council of India, are eligible to apply.
- (2) Students enrolled and pursuing post-graduate diploma or short-term certificate courses in law are not eligible to apply.
- (3) Cross-Institute Teams shall not be eligible to participate in this Competition.
- (4) Subject to the Provisions of Chapter III, only 1 Team per Institute shall be allowed to register for this Competition.

5. APPLICATION PROCESS

- (1) The Participants are required to register as a Team of 3 students viz, a Mediating Pair (Client and Counsel) and a Mediator.
- (2) Each Team shall register themselves through the registration form link which can be accessed from our website extension viz., <https://www.slsh.edu.in/ADRS/>
- (3) Each Team shall mandatorily submit the complete registration form as required via the aforementioned website extension.

6. REGISTRATION PROCEDURE

- (1) Interested teams/Team In-Charges are required to **provisionally register** for the competition by way of filling the Google form.

- (2) The Organizing Committee will communicate the acceptance of the provisional registration and e-mail the **Registration and Payment Form** along with the necessary bank details for the completion of registration formalities.
- (3) The Participating Team shall mandatorily fill their necessary details as contained In **Annexure A** of the aforementioned form.
- (4) The payment of registration fees amounting to INR 10,500 per team (inclusive of GST @18%) shall be made by way of an online transfer. The payment details are to be filled in **Annexure B**.
- (5) The registration fee shall be inclusive of a training session exclusively for the Participants, kits, merchandise, food, accommodation (From 26th March, 12:00 pm to 29th March, 8:00 pm only) and conveyance to the team (inclusive of to & fro transfers from Hyderabad Airport/Railway Station), along with wifi and library facilities.
- (6) The Participating Team shall mandatorily email a scanned copy of the duly completed **Registration and Payment Form** along with the **receipt of payment**.
- (7) The Organizing Committee shall send a confirmation of participation email after verifying the entire process as enlisted under the aforementioned clauses.
- (8) In case of any withdrawal after making the payment of the registration fee, the same shall not be refunded.
- (9) Any failure or non-adherence with the aforementioned procedure may be treated as withdrawal from the competition and no claim of whatsoever nature shall be entertained thereafter.

(10) Any additional charges incurred by the Team while making the payment are to be borne by the Team.

7. ON-SITE REGISTRATION:

(1) Participating Teams shall arrive at SLS-H by 6:00 pm on 26th March, 2020 (Thursday). The hardcopies of the Registration and Payment Form along with the receipt of payment are to be brought by the Teams and shall be submitted on arrival.

(2) The Participating Teams shall receive the table programme for the days of the competition along with their kits before the commencement of the inauguration ceremony scheduled to be held on 27th March, 2020.

8. WITHDRAWAL PROCEDURE

(1) Any Team may withdraw from the competition by sending a detailed email to the Organising Committee.

(2) In case of a withdrawal after making the payment of the registration fee as prescribed in Clause 6(4), the same shall not be refunded to the Team.

9. NUMBER OF TEAMS

(1) Subject to the provisions of this Chapter, the Organizing Committee shall accept the registration of a maximum of 20 Teams on first come first serve basis.

CHAPTER III - THE COMPETITION

10. FORMAT OF THE COMPETITION

- (1) The Competition shall comprise of Qualifying Rounds and Advanced Rounds.
- (2) The Qualifying Rounds shall consist of two Preliminary Rounds and the Advanced Rounds shall consist of three knock-out rounds viz, Quarter-Final Round, Semi-Final Round and the Final Round.

11. COMPOSITION OF TEAM

- (1) A Team shall comprise of only 3 participants viz, Client, Counsel and Mediator.
- (2) The Participants may change their roles within their Team only after the prior intimation and approval of the Organizing Committee.

12. LANGUAGE

- (1) The official and only language of the Competition shall be English.

13. STRUCTURE OF THE COMPETITION

- (1) The competition will be held across a span of 3 days, commencing from 27th to 29th March, 2020. The two Preliminary Rounds and Quarter-Final round shall be conducted on 28th March, 2020 followed by the Semi-Final Round and Final Round on 29th March.

(2) Preliminary Rounds-

- a. Each Team shall be once the Responding Party and once the Requesting Party in each session.
- b. No Team shall compete against the same team more than once in the Preliminary Rounds, nor will they compete before the same panel of judges.

(3) Quarter-Finals-

- a. The top 8 Teams from the Preliminary Round will proceed to the Quarter-Final Round, which will be a knock out round.
- b. The Team will be required to only represent the Responding Party or the Requesting Party which will be determined by the Draw of Lots.

(4) Semi-Final Round-

- a. Top 4 teams from the Quarter-Final round shall qualify for the Semi-Final Round. The aforesaid round shall be a knockout round and the side will be determined by Draw of Lots.

(5) Final Round-

- a. The top 2 Teams from Semi-Final Round shall qualify for the Final Round.

(6) In case of a tie between the scores of two Teams in any round, the following component from the scoresheet shall be considered as the tie-breaker-

- a. For the Mediating Pair – Mediation Advocacy.
- b. For the Mediator – Qualities of a Good Mediator.

14. TIME PERIOD

(1) The following shall be the time period for each round-

- a. Preliminary Round 1 and 2 : 45 minutes.
- b. Quarter-Final Round : 50 minutes.
- c. Semi-Final Round : 75 minutes.

d. Final Round : 90 minutes.

(2) In case a Team exceeds the given time frame of the Mediation Session of any round, there shall be negative marking of -1 for exceeding every 2 minutes.

15. MEDIATION PROBLEM

(1) The Mediation Problem(s) for any/all will be accessible only through our website extension.

16. CONFIDENTIAL INFORMATION

(1) Participants shall assemble at the given venue specified by the Organizing Committee for release of confidential information 40 minutes prior to the allotted time slot.

(2) Participants shall not disclose the confidential information to any other Participant throughout the Competition. Any such disclosure made to other Participants before or after their round shall lead to immediate disqualification from the Competition without scope of appeal.

17. SCOPE OF INTERPRETATION

(1) Participants shall restrict the interpretation of the problem to reasonable conclusions and are not allowed to create additional facts.

18. GENERAL RULES OF THE COMPETITION

(1) There shall be two Teams competing against each other in a Conference Room before the Judges.

(2) A Mediation Session shall comprise of six people wherein there shall be two Mediators and two Mediating Pairs (each Mediating Pair shall comprise of a client and a counsel).

(3) The Mediator(s) shall lead towards a settlement between the two disputing parties.

(4) Breakup of time:

a. Each session shall go on for a time period as prescribed in Clause 12 of the Rules & Procedure.

b. In the aforementioned time frame, it is the discretion of the Mediator(s) to adopt the common code of procedure of the mediation session, provided that no such procedure shall contravene the general rules of the Competition at any cost.

c. Out of the total time frame, five minutes at the end shall be granted to the Judges for questioning the Team upon the session.

d. No extra time shall be granted in any case whatsoever.

(5) Private Caucuses & Conferences-

a. During the session, it is solely the discretion of the Mediator(s) to call for caucuses or conferences, whichever he/she may want.

b. A caucus is private meeting between one party and the Mediators while a conference is a joint session between both the parties and a Mediator.

c. However, the Mediator(s) shall call for at least one caucus or conference in order to facilitate the mediation process.

d. Whenever the Mediator(s) calls for a caucus, the other party shall leave the room. The caucus shall take place between the Mediator and one party at once.

e. During the call for a conference by the Mediator(s), both parties shall be present in the room.

f. The Mediator(s) are permitted to call for both, caucuses and conferences, whichever he/she may deem fit in the interest of the parties. Provided that the disputing parties may request the Mediator(s) to conduct a caucus.

(6) The Team(s) may carry and use its own prepared notes for its own use and may, if need be, make its own notes during the Mediation Session. Carrying of electronic devices to the Conference Room during the session is strictly prohibited. No audio or videotaping of Mediation Sessions is permitted.

19. CLARIFICATIONS

(1) The Team(s) may submit queries regarding the mediation problem during the prescribed time frame. The response to the Clarifications is subject to the drafter's discretion. The Clarifications will not be accepted after the given time.

20. DRESS CODE

(1) The dress code for the Competition shall be business formals.

(2) The above-mentioned dress code extends to the Inaugural and Valedictory Ceremony as well.

21. AWARDS AND PRIZES

- (1) The Team that scores the highest in the Final Round shall be declared as the “Winners” and shall be awarded a trophy and a certificate of merit.
- (2) The other Team that qualifies to the Final Round shall be declared as the “Runners-Up” and shall be awarded a trophy and a certificate of merit.
- (3) The Team that scores the 3rd highest marks in the Semi-Final Rounds shall be declared as the “2nd Runners-Up” and shall be awarded a trophy and a certificate of merit.
- (4) “Best Team” shall be determined on the basis of the highest average marks obtained in the Preliminary Round, and shall be awarded a trophy and certificate of merit.
- (5) Every Participating Team shall be awarded a “Certificate of Participation”.
- (6) Prizes given by the sponsors shall be additional to the aforementioned rules under the present clause.

CHAPTER IV - CODE OF CONDUCT

22. CODE OF CONDUCT APPLICABLE TO THE PARTICIPANTS

- (1) All the Teams are bound to follow the code of conduct and the rules laid down by Symbiosis International (Deemed University) and its constituent departments.
- (2) Carrying, possessing or/and consuming liquor, cigarettes or any other intoxicating substances shall be dealt with strictly and may lead to immediate disqualification from the Competition without scope of appeal.
- (3) Any behavior of indiscipline with the Judges, Organizing Committee, any other staff member or student volunteer shall be dealt with strictly and may lead to immediate disqualification from the Competition without scope of appeal.
- (4) Any attempt to approach the framer(s) of the problem(s) or the panel of Judges of the Competition, prior to the Competition shall lead to immediate disqualification from the Competition without scope of appeal.

23. ANONYMITY OF TEAMS

- (1) After the registration of the teams, succeeding the receipt of acknowledgement, teams shall receive a unique Team Code, which shall be used to identify the teams during the course of the Competition.
- (2) No participating Team shall reveal their identity in any form during the Competition, except by the means of the Team Code allotted to them.
- (3) Any violation of the provisions of this rule shall attract severe penalty or disqualification as determined by the Organizing Committee. The decision of the Organizing Committee in this regard shall be final and binding without scope of appeal.

24. SCOUTING

- (1) No member of any Team will be permitted to witness the proceedings in any Conference Room in which that Team is not one of the participating Teams whilst that Team is a part of the Competition. In case of any violation of the aforementioned rule, the Organizing Committee shall take strict actions, which may include but not limited to, the expulsion of the said Team from the Competition.



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CHAPTER V - MISCELLANEOUS

25. POWER TO MAKE AMENDMENTS, MODIFICATIONS OR REVOCATIONS

(1) The Organizing Committee shall have power to amend, modify or revoke the provisions of these rules, either in part or in whole, subject to the feasibility, transparency and smooth functioning of the Competition.

(2) Any such amendment or modification shall come into force upon the notification of such amendment or modification as the case may be.

(3) Any such amendment or modification shall be deemed to be part of these rules.

26. ACCOMMODATION

(1) Accommodation shall be provided to the participants inside the Symbiosis International (Deemed University), Hyderabad campus, only during the days of the competition, pursuant to clause 6(5).

(2) Accommodation shall be provided to the male and female participants separately.

27. SAVINGS

(1) Nothing in these Rules & procedure shall prejudice any right which any Participant would have had before the enactment of this Rules & Procedure.

(2) The Organizing Committee or the Institute shall not be held responsible for any actions of the Participants before or during the course of the Competition, which are violative under the present Rules & Procedure.