GOVERNMENT OF BALOCHISTAN

BALOCHISTAN ALTERNATIVE DISPUTE RESOLUTION

RULES, 2023

Government of Balochistan
Law and Parliamentary Affairs Department

Contents

1. Short title and commencement.-....4
2. Definitions.-....4
3. Eligibility for accreditation.-....5
4. Procedure for accreditation of ADR service provider.....5
5. Cancelation of accreditation.-....7
6. Establishment of Court Annexed Mediation Centre.-....7
7. Referral for ADR-....8
8. Procedure for ADR proceedings....8
10. Documentation of a settlement.-....9
11. Code of conduct for accredited ADR service provider and ADR centre....10
12. Procedure of providing legal assistance.-....11
13. Reporting & Monitoring....12
Appendix 'A'....13
Application to Accredit an ADR Service Provider....13
Applicant's declaration....15
Appendix 'B'....16
Application to Recognize an ADR Centre....16
Appendix 'C'....19
Appendix 'D'....20
Appendix 'E'....21
Appendix 'F'....22
Court Annexed Mediation Centre....22
Monthly progress report....22
Case Referral Form....23
Appendix 'H'....25
Appendix 'I'....27
Name of ADR Service Provider ADR Centre....27
Certificate of failure....27
Appendix 'J'....28
Appendix 'K'....29
Appendix 'L'....30
Appendix 'M'....31

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GOVERNMENT OF BALOCHISTAN
LAW AND PARLIAMENTARY AFFAIRS DEPARTMENT
NOTIFICATION (---- of 2023)
01 June 2023

Notification No. Legis: ----------, dated 01.06.2023, issued by the Government of Balochistan, Law and Parliamentary Affairs Department is hereby published in the Official Gazette for general information.

GOVERNMENT OF BALOCHISTAN
LAW AND PARLIAMENTARY AFFAIRS DEPARTMENT

Dated: 01 June 2023

NOTIFICATON

No.PAB/Legis: _____ In exercise of the powers conferred under section 24 of the Balochistan Alternative Dispute Resolution Act, 2022 the Governor of the Balochistan is pleased to make the following Rules:

1. Short title and commencement.- (1) These Rules may be called as the Balochistan Alternative Dispute Resolution Rules, 2023.

(2) They shall come into force at once.

2. Definitions.- (1) In the Rules, unless there is anything repugnant in the subject or context:

(a) "Act" means the Balochistan Alternative Dispute Resolution Act, XIV of 2022);

(b) "Authority" means the accreditation authority notified by the Government of Balochistan under section 21 (1) of the Act;

(c) "High Court" means the High Court of Balochistan.

(d) "ADR service provider" means an ADR person who meets the eligibility criteria as prescribed in Rule 3 and accredited by the authority under section 21 (3) of the Act.

(e) "Appendix" means an appendix attached to these Rules.

(2) The words and expressions used but not defined in these Rules shall have the same meaning as in the Act.

3. Eligibility for accreditation.- (1) The persons with following qualifications are eligible to seek accreditation under section 20 of the Act as an ADR service provider:

(a) a professional including advocate, engineer, doctor, financial expert, social worker, community leader or retired civil servant including District & Sessions Judge and Additional District & Sessions Judge who has been trained in ADR; or

(b) a retired judge of a superior court under the age of seventy years;

(2) The term 'trained' in (1)(a) above means a person who has successfully undergone 40 hours of ADR training by an accredited ADR training provider and/or recognized Federal as well as Provincial Judicial Academies imparting ADR training.

(3) The following persons shall not be eligible to seek accreditation as ADR service providers:

(a) persons who have not successfully completed 40 hours of ADR training by an accredited ADR training institution;

(b) who have been adjudged insolvent;

(c) against whom criminal charges involving moral turpitude have been framed by a criminal court;

(d) who have been convicted by a criminal court or a court of law for an offence involving moral turpitude or for contempt of court;

(e) who have been punished or dismissed from service in disciplinary proceedings or compulsorily retired in consequence of that proceedings;

(f) who have been involved in corruption; and

(g) who have bad repute.

4. Procedure for accreditation of ADR service provider. – (1) An individual, inclined to become accredited ADR service provider under section 20 of the Act shall submit an application in Appendix **'A'** to the authority, containing complete name, address, contact

details and other relevant information along with attested copies of the following documents to the authority:

(a) Certificate evidencing successful completion of 40 hours accredited ADR training;

(b) valid computerized national identity card (CNIC) of ADR service provider;

(c) list of alternative dispute resolution cases dealt with, if any; and

(d) educational certificate issued by a recognized institution.

(2) A registered firm, who seeks accreditation to operate as ADR Centre, may submit an application in Appendix **'B'** for recognition as ADR Centre to the authority, if it has-

i. 5 trained accredited mediators on its board;
ii. sufficient rooms and office space required for the purpose of conducting ADR proceedings;
iii. an undertaking to observe the Code of Conduct under Rule 11; and
iv. certificate of incorporation under the Companies Act, 2017 (XIX of 2017).

(3) A Court Annexed Mediation ADR Centre shall be established with approved procedure by the High Court of Balochistan and it, shall not need any registration or recognition as required under Rule 4(1) and (2).

(4) The authority, itself or through its authorized officer shall examine the application received under sub-Rules (1) and (2), confirm the truthfulness of the information provided therein and inquire into the genuineness of the documents attached thereto.

(5) The authority itself or through its authorized officer may inspect the premises of the ADR Centre for the purpose of ascertaining sufficiency of the accommodation and apparatus/technical facilities.

(6) The authority or its authorized officer may, subject to recording reasons in writing, require additional information or documents or both from the applicant.

(7) In case of examination of application by the authorized officer, a detailed report along with recommendations shall be submitted to the authority within a given time for decision.

(8) The authority may accredit an ADR service provider or recognize an ADR Centre and issue certificate for an extendable period of three years in Appendix **'C'** and **'D'**.

(9) The authority shall decide the application within a period of one month from the date of its receipt.

(10) In case of rejection of the application, the authority shall record reasons of such rejection and inform the applicant in writing.

(11) An ADR Service provider or ADR Centre may apply for the renewal 60 days before the date of expiry of the accreditation or recognition certificate, subject to fulfillment of necessary requirements and formalities.

5. Cancelation of accreditation.- (1) The authority may, on its own or upon receipt of a complaint, after conducting such inquiry as it may deem fit and subject to recording reasons in writing, cancel the accreditation of an ADR service provider or de-notify an ADR Centre.

(2) The authority shall, before cancelation of accreditation of ADR service provider or de-notification of ADR Centre under sub-Rule (1), shall serve a show cause notice and shall provide an opportunity of hearing to the ADR service provider or ADR centre, as the case may be.

6. Establishment of Court Annexed Mediation Centre.- (1) High Court may under section 2 (c) (1) of the Act establish one or more Court Annexed Mediation Centre(s) in any judicial district, or sessions division, and ma issue any standard operating procedure(s) (SOP) for attending its day to day affairs.

(2) A trained Judicial Officers may be appointed as Mediator(s) as well as incharge and registrar of the Court Annexed Mediation Centre.

(3) A Court Annexed Mediation Centre shall-

(i) not charge any fee from the parties;

(ii) observe the Code of Conduct as prescribed in these Rules;

(iii) maintain complete record of cases received for mediation and subsequently those are returned to the concerned courts in Appendix **'E'**; and

(iv) not keep any record about the case referred to him or her for mediation except duplicate copy of mediation agreement and formal communication made by or to the Court referred the case.

(4) The Court Annexed Mediation Centre on failure of mediation proceeding shall incorporate the offer of a party and response of the opposite party in its report as provided in section 10 of the Act and shall return the case to the court referred it.

(5) The Court Annexed Mediation Centre shall submit progress report on monthly basis to the High Court through District and Sessions Judge in Appendix **'F'.**

(6) The SOP issued by the High Court shall be followed parallel to these rules and provisions provided under the Balochistan Alternative Dispute Resolution Act, 2022.

7. Referral for ADR- (1) The Court, referring a case under section 3(1) or section 4(1) of the Act for amicable settlement, shall communicate to the ADR service provider or ADR centre including Court Annexed Mediation Centre as the case may be, all necessary information including terms of reference in Appendix **'G'.**

(2) The Court shall also inform the parties about referral of the case.

(3) The High Court shall also issue guidelines or Standard Operating Procedure (SOP) to the trial court judges from time to time for referring cases to ADR service provider or ADR centre and maintaining record by Court Annexed Mediation Centre.

(4) Parties to a dispute shall, if their dispute is resolved at an ADR Centre or by an ADR service provider, approach the court to convert the amicable settlement into judgment and decree. The amicable settlement shall be in the form of Appendix 'H'.

(5) If parties to the dispute fail to reach at amicable settlement, the (service Provider or ADR Centre) shall issue a certificate of failure in appendix **'I'**.

8. Procedure for ADR proceedings (1) District & Sessions Judge shall maintain a list of mediators accredited by the authority in appendix **'J'**.

(2) The parties shall be offered selection of an appropriate mediator from the list, maintain by the district or of their own choice and if they fail, the Court dealing with the case may appoint an accredited mediator.

(3) If specific date and time for appearance before the ADR service provider or ADR centre has not been given by the court, the ADR service provider or ADR centre, as the case may be, after receipt of reference shall immediately issue a notice to the parties through Courier Service and electronic means such as registered phone, WhatsApp, email message, etc. of a party for appearance.

(4) The parties shall appear in person or through authorized representative or advocate before the ADR service provider or in the ADR centre, as the case may be, on the date and time as given by the court or in the notice.

(5) In case of non-appearance, a fresh notice shall be issued and if a party, in spite of three consecutive notices duly served upon him or her, fails to appear, the matter shall be reported in writing to the court for further directions.

(6) The ADR proceedings may be adjourned, but not for more than three days, on the genuine request of a party or parties, showing exigency.

(7) The ADR service provider or ADR centre, as the case may be, shall inform the court in writing if any undue influence, pressure or any unfair means are used by the parties for a favorable settlement.

(8) If during the course of proceedings, ADR service provider or ADR centre finds that there is any conflict of interest, the matter shall be reported in writing to the court.

(9) If during the course of proceedings, a party finds that the ADR service provider or ADR centre is prejudice or partial or has conflict of interest, it may report the matter in writing to the court.

(10) If the dispute with free consent of the parties is settled or agreed, the settlement, award or agreement, as the case may be, shall be recorded in writing in presence of the parties.

(11) The settlement, award or agreement recorded under sub-rule (8) shall be signed along with thumb impressions by the parties, their representatives or attorneys, if any, and the ADR service provider or ADR centre in their presence.

(12) The settlement, award or agreement completed under sub-rule (10) shall be submitted in original to the court immediately by the ADR service provide.

9. Record Keeping. (1) When the case has been referred, the clerk of the Court shall note the referral with necessary details as to the date, parties, etc. and subsequent entries of record in the chronological case summary under the case number initially assigned. The case file maintained under the case number initially assigned shall serve as the repository for papers and other materials submitted for consideration during the alternative dispute resolution process.

(2) Trial court shall submit report on quarterly basis showing the number of cases resolved through alternative dispute resolution processes or failed on reference to the Judge of High Court monitoring the district in Appendix **'K'**.

10. Documentation of a settlement.- The ADR service provider and ADR centre shall retain a copy of the settlement, award or agreement, notices or any other document or communication made in writing during the ADR proceedings.

11. Code of conduct for accredited ADR service provider and ADR centre.- The accredited ADR service provider and ADR centre shall follow the following code of conduct:

(a) ADR service provider and ADR centre shall not have any conflict of interest in the matter in dispute;

(b) parties shall be informed that they are independent in making their decision;

(c) ADR service provider and ADR centre shall reasonably ensure that parties understand completely the alternate dispute resolution process;

(d) no legal or professional advice shall be provided to the parties by the ADR service provider and ADR centre;

(e) parties may be encouraged to resolve their dispute amicably;

(f) parties shall be encouraged to discuss and suggest possible solutions and terms of settlement;

(g) parties shall be facilitated by encouraging communication and negotiation;

(h) no personal views and opinions on the matter under issue shall be provided by the ADR service provider and ADR centre;

(i) parties may be advised to consult or seek independent legal advice from their attorneys for independent decision;

(j) parties shall be informed in detail about their roles;

(k) parties shall be informed about the circumstances, if any, affecting independence and impartiality of the process;

(l) ADR service provider and ADR centre shall not have any personal interests or unauthorized benefits in the disputed matter;

(m) ADR service provider and ADR Centre shall possess accreditation issued by the authority for conducting alternative dispute resolution proceeding;

(n) ADR service provider and ADR centre shall maintain good repute;

(o) ADR service provider and ADR centre shall follow the ethical values and social norms during the course of dispute resolution;

(p) ADR service provider and ADR centre shall not cause undue delay in resolution of a dispute between the parties;

(q) ADR service provider and ADR centre shall not promise or guarantee to any party for settlement or specific results;

(r) ADR service provider and ADR centre shall not impose any terms of settlement on the parties;

(s) ADR service provider and ADR centre, during the course of dispute resolution, shall not disclose any information obtained in a mediation session. However, confidential information may be exchanged with the consent of mediation parties.

(t) date, time and schedule for each session of a dispute resolution shall be fixed in consultation with parties;

(u) the proceedings of dispute resolution shall be conducted at the ADR centre or at any convenient place agreeable by the parties in case of service provider;

(v) ADR service provider and ADR centre shall facilitate and assist the parties in reducing misunderstandings, clarifying priorities and exploring areas of compromise to resolve the dispute; and

(w) ADR service provider and ADR centre shall always act in good faith.

(x) proper arrangements shall be made and a peaceful atmosphere shall be ensured during the dispute resolution proceedings.

(y) The court which referred the case for ADR or the Government, may impose sanctions against an ADR service provider or ADR centre for violations of Code of Conduct which raise a substantial question as to the partiality of the ADR person or ADR centre.

Provided, in addition to the Code of Conduct, the Accreditation Authority may separately develop ethical guidelines for the ADR service provider and / or ADR centre.[1]

12. Procedure of providing legal assistance.-[2]

(1) The parties shall bear the fee of mediator, however, if the parties or any of the parties unable to pay the fee, it shall be paid by the District & Sessions Judge from the funds available

[1] On similar footing as that of The International Chamber of Commerce (ICC), International Mediation Institute (**IMI**), International Arbitration Institute (**IAI**), and International Centre for Dispute Resolution (**ICDR**) developed ethical standards that set the best practice benchmark for arbitrators and ADR service providers.

[2] See section 9 of the Law & Justice Commission of Pakistan Ordinance (XIV of 1979); District Legal Empowerment Committee (Constitution & Functions) Rules, 2011; and 2 (d) & 5 of Statutory Notification published in Gazette of Pakistan on July 9, 2011

under District Legal Empowerment Committee Funds or by the Accreditation Authority from any other head specially maintained for this purpose, in appropriate case (s).

(2) A party unable to pay the mediator fee shall inform to the court concerned which shall be forwarded to the district Judge for payment of fee to the mediator.

(3) The District & Sessions Judge of any sessions division shall follow the procedure provided under Rules 6 & 7 of the District Legal Empowerment Committee (Constitution & Functions) Rules, 2011 in letter and spirit.

13. Reporting & Monitoring (1) The record of cases referred to ADR service provider or ADR centre or Court Annexed Mediation Centre will be maintained by the court referring case in Appendix **'L'**.

(2) Member Inspection Team of High Court of Balochistan shall maintain record of cases referred to ADR service provider or the centre and shall submit consolidated report to Monitoring Judge of the High Court on monthly basis with his recommendations in Appendix **'M'.**

SECRETARY
GOVERNMENT OF BALOCHISTAN
LAW AND PARLIAMENTARY AFFAIRS
DEPARTMENT

Appendix 'A'

Application to Accredit an ADR Service Provider

Personal information	
Applicant's Name:	
Applicant's Office Address	
PTCL Landline	
Cellphone	
Email address	
Website	
Applicant's CNIC:	
Applicant's NTN:	
Qualification:	
Profession:	
Training attended (Minimum 40 hours):	
Area of expertise:	
Experience as mediator	
Affiliation:	Organization: ☐ Independent: ☐
Name of Organizations affiliated	

OFFICE AND ONLINE FACILITY DETAILS

(In case of an Independent Mediator if mediation will either not take place at the office of the Applicant or takes place at his/her Office, please provide details of the facility where the face-to-face mediation will take place along with supporting photographs)

Address (location) of mediation facility		Contact Person Supervisor at (location of) the mediation facility	
Cellphone of Contact Person Supervisor of mediation facility:		Email of Contact Person Supervisor	

General Information:

1. **Code of conduct**

☐ Yes ☐No If yes, please attach copy

2. **Fee structure / schedule**

☐ Yes ☐No If yes, please attach copy

3. **Confidentiality Procedures**

☐ Yes ☐No If yes, please attach copy of proof.

4. **International affiliation**

☐ Yes ☐No If yes, please attach copy of proof.

5. **Independent ADR Service Provider Registration Fee: (Attach evidence of payment Rs. 5,000/-)**

6. **Independent ADR Service Provider Annual Renewal Fee: _____ (Attach evidence of payment of Rs.1,000/-)**

Applicant's declaration

I confirm that the information I have given on this form is correct and complete; and I understand that any false information could result in my application being rejected.

I further confirm that I have never been booked in any type of criminal case or faced contempt of court proceeding before any court of law during last five years.

Applicant

Documents to be attached: Copy of CNIC

1. Copy of NTN
2. Copy of professional degree
3. Copy of mediation training certificate
4. Copy of declaration
5. Copy of international affiliation certificate, if any
6. Registration fee payment evidence
7. Fee schedule
8. Copy of code of conduct

For Office Use Only:

Application Received on: _____

Site Inspection of ADR Centre Facility carried out on: _____

Application status: Granted ☐ Declined ☐ Re-apply after Six (6) Months ☐

Independent ADR Service Provider Registration No: _____

Approval Authority: _____

Appendix 'B'

Application to Recognize an ADR Centre

Name of the Centre			
Type of Organization	Sole proprietorship ☐ Partnership ☐	Company ☐ Trust/Society ☐	
Address of the Centre			
Focal Person			
NTN Certificate			
Office Phone		Fax	
Email		Website	www.

OFFICE AND ONLINE FACILITY DETAILS
(Please provide details of the facility where the face-to-face mediation will take place along with supporting photographs in color)

No. of Rooms a/w color photographs of each room:		Purpose of each Room	
Head of the Centre		Qualification of the head	
Email		Mobile Phone Number	
Audio / Visual Equipment Available		Number of Computers and Printers available	
Internet / DSL Provider		Online ADR Software Platform	

List of empaneled ADR service provider (Centre must have minimum five (5) accredited ADR service provider)

Sr. #	ADR service provider Name and Cell No.	ADR service provider Registration No.	Date of Registration and Re-registration of ADR service provider	Name of Accreditation Authority of ADR service provider	Profession	Three Areas of Expertise
1.						
2.						
3.						
4.						

7. Code of conduct

☐ Yes ☐No If yes, please attach copy

8. Fee structure / schedule

☐ Yes ☐No If yes, please attach copy

9. Complaints Handling and Feedback

☐ Yes ☐No If yes, please attach copy of proof

Guidelines for allocation of ADR service provider

☐ Yes ☐No If yes, please attach copy of proof

10. Confidentiality Procedures

☐ Yes ☐No If yes, please attach copy of proof

11. International affiliation

☐ Yes ☐No If yes, please attach copy of proof

12. Facility Description i.e. Office, Reception/Common Area/Breakout Rooms etc. (Attach detail separately)

13. Support Staff Description such as case manager and other staff (Attach detail separately)

14. Centre's Registration Fee: _____ (Attach evidence of payment Rs. 10,000/-)

15. Centre's Annual Renewal Fee: _____ (Attach evidence of payment of Rs.2,000/-)

16. PLEASE NOTE: The ADR Centre must demonstrate (in writing and by photographic evidence) that the physical layout of the designated mediation facility is capable of handling the mediation process and subject to a positive Site Inspection Report carried out by the concerned Officer(s) of the Competent Authority,

Declaration by Authorized Representative of the ADR Centre

We confirm that the information we have submitted on this form is correct and complete; and we understand that any false information could result in our application being rejected.

We further confirm that the Panel ADR service provider, Management and Staff at the Center have never been booked in any type of criminal case or faced contempt of court proceeding before any court of law during last five years.

Signature of duly Authorized Representative of ADR Centre

Documents to be attached:

1. Copy of Charter Document (Memorandum and Articles of Association, Partnership Deed, Trust Deed, etc.)
2. Copy of NTN and Certificate of ADR Center
3. Copy of declaration by Authorized Representative of ADR Centre
4. Copy of international affiliation certificate, if any
5. Registration fee payment evidence
6. Mediators' fee schedule
7. Copy of code of conduct
8. Copy of complaints handling and feedback process
9. Guidelines for allocation of case ADR service provider
10. Copy of Confidentiality Procedures

For Office Use Only:

Application Received on: _____

Site Inspection of ADR Centre carried out on: _____

Application status: Granted ☐ Declined ☐ Re-apply after Six (6) Months ☐

ADR Centre Registration No: _____

Approval Authority: _____

Appendix 'C'

GOVERNMENT OF BALOCHISTAN

Certificate of Accreditation (ADR Service Provider**)**

Mr. _____ applied recognition and accreditation on ADR Service Provider. He fulfills act regardant law and has undergone mandatory training of 40 hours from recognized institution on _____.

He is recognized as certificate / Accreditation ADR service provider for a period of three years w.e.f _____ to _____

Director General
Accreditation Authority
Balochistan

Appendix 'D'

GOVERNMENT OF BALOCHISTAN

Certificate of Accreditation

M/s _____ applied for registration of Accreditation Mediation /ADR Centre.

The firm is already registered under Companies Act, 2011 and fulfils requirement of Law.

They do have a panel of trained and accredited ADR service provider.

M/s _____ is recognized as Accredited Mediation/ADR Centre from period of three years w.e.f. _____ to _____.

Director General
Accreditation Authority
Balochistan

Appendix 'E'

MONTHLY RECORD OF CASES RECEIVED FOR MEDIATION.

Sr. #	Name of Court	Date of Receiving	Court Case No.	Mediation Case No.	Plaintiff	Defendant	Date of Disposal	STATUS Court Annexed/ADR Person/ADR Centre	RESULT / REMARKS (Successful/Failure)

Appendix 'F'

Court Annexed Mediation Centre

Monthly progress report

From ---------- to ----------

Sr. #	Mediation case #	Suit/Appeal No.	Referring Court	Received on	Stage of case while referring	ADR Service Provider	Outcome of ADR with date	
							Settlement	No Settlement

Appendix 'G'

Case Referral Form

In the Court of 1st Senior Civil Judge Quetta.

Case No.------- of 2023

Party 1 A Versus Party 2 B

Reference of Civil Dispute for Mediation

Plaintiff namely _____ filed a suit on [date] for [title of suit]. Summons was served upon the defendant accordingly he filed written statement. This court by exercising powers as provided under section 3 sub section (1) of the Act, refers the case for mediation to Name of Mediator or Name of Mediation/ADR Centre] with direction to the parties to appear before the mediator / Mediation Centre on [date] at [time].

Below are the particulars of the parties and mediator:

Mediator's Information

Name of Mediator _____ Co-mediator if any _____

Phone _____ Mobile _____

E-mail address _____ WhatsApp _____

Postal Address _____

Particulars of the parties:

Plaintiff's Name _____ CNIC _____

Address of the Plaintiff _____

Phone Res. _____ Office _____

e-mail address _____ WhatsApp _____

Defendant's Name _____ CNIC _____

Address of the Defendant _____ Business address _____

Phone Res. _____ Office _____

E-mail address _____ WhatsApp _____

Terms of Reference:

1. The mediator on receipt of this reference shall immediately communicate his availability to the parties or their advocates.

2. The mediator shall share code of conduct with the parties. The mediator shall commence mediation proceedings immediately on receipt of reference and complete within the period of thirty (30) days.

3. The mediator shall not formally record evidence or maintain / prepare any other record of mediation proceedings.

4. The mediator shall engage and encourage parties for mediation centre amicable settlements.

5. The Mediator or Mediation/ADR Centre shall charge fee Rs. [ ] from the Plaintiff and Rs. [ ] from the defendant.

6. The Mediator or Mediation/ADR Centre shall return the reference along with his or her report and amicable settlement duly attested and signed by him to the court.

7. The mediator may on the request of the parties shall apply for extension of time, on or before expiry of initial period of thirty (30) days.

8. The mediator while declaring mediation as unsuccessful shall briefly mention the offer of a party and its response.

-sd-
Judge

Appendix 'H'

SETTLEMENT AGREEMENT

[Without court intervention]

THIS AGREEMENT is made and entered into at Quetta in the office of [Name of Mediator or ADR Centre) between [Name of the first party S/o _____ CNIC _____ R/o _____] and [Name of the second party] /o _____ CNIC _____ R/o _____].

WHEREAS a dispute was arisen between the parties they have and agreed and agreed to resolve the dispute through the efforts of [Name of ADR service provider] _____.

AND WHEREAS a settlement has been reached between us on the terms and condition set out below:

1. I write terms of agreements
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

WE THE PARTIES hereby agree:

a. To abide by the terms and conditions of final settlement set out hereinabove.
b. To submit the settlement before the court having jurisdiction for passing judgment and decree in terms of the settlement.
c. And to implement and comply with the terms of this final settlement fully in letter and spirit and to report compliance to the Court passed the judgment and decree within 30 days of signing this settlement.

IN WITNESS whereof we have placed our signatures and thumb impressions on this final settlement agreement in the presence of ADR service provider:

1. Name of Party	_____	2. Name of Party:	_____
Signature:	_____	Signature:	_____
CNIC No.	_____	CNIC No.	_____
Address:	_____	Address:	_____

Certificate

This is certified that the parties to the case laws settled their dispute after detailed discussion and exchange of meaningful discussion. They signed the agreement with their free will and gaining full understanding about the terms. The constants terms of the agreement were read over to them in the language which they understand to which they admitted and accordingly signed in my presence.

Mediator: _____

Co-mediator: _____

Dated:

Seal and signature of the ADR service provider

Seal & Signature of
Head of Mediation/ADR Centre

Appendix 'I'

Name of ADR Service Provider ADR Centre
Certificate of failure

Case No. _____[Re. Party 1 v/s Party 2]

The case No._____ was received to this ADR centre vide court order dated _____ for amicable settlement and accordingly it was assigned to. _____ (ADR Service Provider ADR Centre). The Parties joined mediation sessions but could not reach at amicable settlement and therefore it was declared failed. During the proceeding (plaintiff/defendant) proposed a few proposals terms to which other party refused to consider. The offer of the plaintiff /Defendant reads as under:

_____
_____
_____
_____
_____
_____

The case is returned to court for further proceeding according to law. Parties have been informed to attend court on [date] at [time] am.

(ADR Service Provider /ADR Centre)

Copy to.

1. Name of the Plaintiff
2. Name of the Defendant

Appendix 'J'

LIST OF MEDIATORS WITH THE DISTRICT & SESSIONS JUDGE OF THE DISTRICT/DEVISION & REGISTRAR OF THE COURT ANNEXED MEDIATION.

Sr. #	Name of ADR Person/Centre	Registration No.	Name of Mediation Accreditation Authority of Mediator Person/Centre	Office Address	Email Address	Cell Phone/Landline number	Contact Person	Profession / Professional Qualification	Three Areas of Expertise	Other Particulars, [if any]

Appendix 'K'

QUARTERLY RECORD OF CASES RECEIVED FOR MEDIATION.

Sr. #	Name of Court	Date of Receiving	Court Case No.	Mediation Case No.	Plaintiff	Defendant	Date of Disposal	STATUS Court Annexed/ADR Person/ADR Centre	RESULT / REMARKS (Successful/Failure)

Appendix 'L'

RECORD OF CASES REFERRED TO ADR SERVICE PROVIDER/CENTRE OR COURT ANNEXED MEDIATION CENTRE MAINTAINED BY THE COURT _____, FOR THE MONTH OF _____, _____

Sr. No.	Names of Parties/With Date of Institution	Referred to the Court	Total For Disposal	Referred To ADR Person	Referred To Mediation Centre	Referred To Court Annexed Mediation	Returned to Court Without Result	Result/With Date of Disposal	Balance
TOTAL									

Appendix 'M'

CONSOLIDATED REPORT OF DATA OF RECORD MAINTAINED BY MIT, HIGH COURT OF BALOCHISTAN TO BE SUBMITTED TO MONITORING JUDGE OF THE HIGH COIURT OF BALOCHISTAN ON MONTHLY BASIS WITH RECOMENDATION

Sr. No.	Name Of Court	Last Balance	Instituted	Recv. By Transfer	Total For Disposal	Total Disposal	Disposably ADR Person	Disposal By Mediation Centre	Disposal By Court Annexed Mediation	Returned To Court Without Result	Recommendation	Balance
Total												