



GIMAC

MEDIATION
RULES 2026



**GUJARAT INTERNATIONAL
MARITIME ARBITRATION CENTRE**
A Centre of GMU

www.gimac.in

GIMAC

MEDIATION RULES 2026

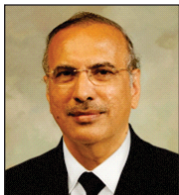
GUJARAT INTERNATIONAL MARITIME ARBITRATION CENTRE (GIMAC)

2nd Floor, GIFT House, GIFT City,
Gandhinagar, Gujarat, India - 382355.

www.gimac.in

Acknowledgement

We express our sincere appreciation to the following distinguished members for their valuable guidance and contributions to the GIMAC Rules:



Hon'ble Justice Mohit S. Shah
Former Chief Justice of the High Court of Bombay
Chairman, GIMAC Rules Committee



Hon'ble Justice Kalpesh Satyendra Jhaveri
Arbitrator & Former Chief Justice of the High Court of Orissa
Co-Chairman, GIMAC Rules Committee



Prof. (Dr.) S Shanthakumar
President, GIMAC / Provost (I/C), GMU
Member Secretary - GIMAC Rules Committee



Mr. Ganesh Chandru
Partner, Dua Associates, Fellow of the Chartered Institute of Arbitrators, UK
Member, Drafting Committee



Mr. Abinash Barik
Arbitrator & Former Senior International Case Counsel, Asian International Arbitration Centre
Member, Drafting Committee



Mr. Gursharan Virk
Government Pleader, High Court of Gujarat
Member, Drafting Committee



Dr. Abhay Singh
Director (I/C), School of Maritime Law, Policy & Administration, GMU

Table of Contents

INTRODUCTION

PART I - GIMAC MEDIATION RULES 2026

Rule 1 - General Provisions

Rule 2 - Definitions

Rule 3 - Council of Mediation

Rule 4 - Party Representatives

Rule 5 - Registration and Commencement of Mediation

Rule 6 - Place and language(s) of the Mediation

Rule 7 - Communications and Calculation of Periods of Time

Rule 8 - Appointment of the Mediator

Rule 9 - Independence and impartiality of the Mediator

Rule 10 - Role of the Mediator

Rule 11 - Replacement of the Mediator

Rule 12 - Role of the parties

Rule 13 - Conduct of the mediation

Rule 14 - Communication between the parties and the Mediator

Rule 15 - Authority and Representation

Rule 16 - Confidentiality

Rule 17 - Settlement Agreement

Rule 18 - Conclusion of Mediation

Rule 19 - Costs and fees

Rule 20 - Exclusion of liability

Rule 21 - Schedule of fees

Part II - SCHEDULES OF FEES
SCHEDULES OF MEDIATION FEES

- A. Filing fee
 - B. One-time Administration Fee payable to the Centre
 - C. Mediator(s) Fees
 - D. Additional Fees
-

Introduction

The Gujarat International Maritime Arbitration Centre (the “GIMAC”) is established under the aegis of the Gujarat Maritime University as an international independent arbitration center with a mission to organize and manage both domestic and international arbitrations, mediations and expert determinations seated in India and/or outside India relating to ports, maritime and shipping sector as well as commercial disputes pertaining to sectors other than those related to maritime & shipping sector.

The GIMAC shall provide a uniform regime to ensure just, cost effective and time-bound resolution of disputes.

The GIMAC Mediation Rules 2026 “GIMAC Mediation Rules” takes effects from 16th February, 2026.

GIMAC Model Mediation Agreement Clause

Any dispute, controversy, difference or claim arising out of or in connection with or relating to the contract, including any question regarding its existence, interpretation, performance, breach, termination or validity thereof, as well as any non-contractual claims, shall be referred to and finally resolved by mediation administered by the Gujarat International Maritime Arbitration Centre (the “GIMAC”) in accordance with the Mediation Rules of the GIMAC (the “GIMAC Mediations Rules”), which rules are deemed to be incorporated by reference in this clause.

- The seat of the Mediation shall be [GIFT City (Gandhinagar), Gujarat, India] *
- The Tribunal shall consist of [one/three] Mediator(s) **
- The language of the Mediation shall be [English] ***
- This contract is governed by the laws of _____ ****
- The law governing the mediation clause / submission agreement shall be of [...]****

* Parties should specify the seat of mediation of their choice. If the parties wish to select an alternative seat to GIFT City (Gandhinagar), Gujarat, India, the Parties shall replace the relevant portion with such alternative city and country of choice [e.g. “(City, Country)”]

** Either select one or three

*** Parties should specify the language of mediation of their choice. If the parties wish to select an alternative language to English, , the Parties shall replace [English] with the language of choice

**** State the country or jurisdiction

GIMAC Model Mediation Submission Agreement Clause

If the contract does not contain an existing agreement between the Parties to mediate, and the Parties have agreed to mediate in accordance with the GIMAC Mediation Rules by way of a submission agreement, or wish to substitute an existing mediation clause for one referring the dispute to mediation under the GIMAC Mediation Rules, the Parties may adopt the following Model Submission Agreement:

“The Parties hereby agree to refer any dispute, controversy, difference or claim arising out of or in connection with or relating to any the contract dated _____, including its existence, interpretation, performance, breach, termination or validity thereof, as well as any non - contractual claims, to be finally determined by mediation administered by the Gujarat International Maritime Arbitration Centre (the “GIMAC”). Such mediation shall be administered by the GIMAC in accordance with the GIMAC Mediation Rules in force at the time of the commencement of the mediation, which rules are deemed to be incorporated by reference in this clause.”

- The seat of the Mediation shall be [GIFT City (Gandhinagar), Gujarat, India]*
- The Tribunal shall consist of [one/three] Mediator(s) **
- The language of the Mediation shall be [English] ***
- This contract is governed by the laws of _____ ****
- The law governing the Mediation clause / submission agreement shall be of [...].***

* *Parties should specify the seat of mediation of their choice. If the parties wish to select an alternative seat to GIFT City (Gandhinagar), Gujarat, India, the Parties shall replace the relevant portion with such alternative city and country of choice [e.g. “(City, Country)”]*

** *Either select one or three*

*** *Parties should specify the language of mediation of their choice. If the parties wish to select an alternative language to English, the Parties shall replace [English] with the language of choice*

GIMAC Model Mediation - Arbitration Agreement Clause

Mediation and Arbitration procedure is a process where a dispute is referred to mediation and if the parties are able to settle their dispute through mediation, their mediated settlement may be recorded as a consent award. However, if the parties are unable to settle their dispute through mediation, they may make further reference to arbitration proceedings before court proceedings, in such circumstance.

Parties wishing to take advantage of this tiered dispute resolution mechanism may consider incorporating the following clause in their contracts or submission agreement:

If the dispute, or any part thereof, is not settled within 60 days of the request to mediate under the GIMAC Mediation Rules, the parties agree to resolve any remaining matters by arbitration in accordance with the GIMAC Arbitration Rules.

- The seat of the Mediation & Arbitration shall be [GIFT City (Gandhinagar), Gujarat, India] *
- The Tribunal shall consist of [one/three] arbitrator(s) **
- The language of the Mediation & Arbitration shall be [English] ***
- This contract is governed by the laws of _____ ****
- The law governing the arbitration clause / submission agreement shall be of [...].****

PART-I

GIMAC MEDIATION RULES 2026

GiMAC
GUJARAT INTERNATIONAL
MARITIME ARBITRATION CENTRE
A Centre of GMU

Introductory Rules

Rule 1 - General Provisions

- 1.1 These rules shall be known as the GIMAC Mediation Rules, 2026.
- 1.2 These Rules shall come into force from 16th February, 2026 and shall apply to any mediation which commences on or after this date, unless the parties have agreed otherwise.
- 1.3 Where parties have agreed to refer their disputes to GIMAC for mediation (whether before or after a dispute has arisen) or under the GIMAC Mediation Rules, the parties shall be deemed to have agreed that the mediation shall be conducted and administered in accordance with these Rules or (unless the parties have agreed otherwise) such amended rules as GIMAC may have adopted hereafter and may be in effect on the date of commencement of the mediation, and that such Rules have been incorporated by reference into their agreement.
- 1.4 The use of any third-party funding to finance a party's share of the costs of the mediation shall not affect nor preclude the adoption of GIMAC Mediation Rules in a mediation, unless provided otherwise by a relevant law or an order of any court of competent jurisdiction.
- 1.5 If any of these Rules are in conflict with a mandatory provision of law applicable to the mediation or the mediation agreement from which the parties cannot derogate, such mandatory provision shall prevail.

Rule 2 - Definitions

- 2.1. Definitions used in the GIMAC Mediation Rules: In these Rules, unless the context requires otherwise, the words and expressions shall have the meaning set forth as below:

“GIMAC” means the Gujarat International Maritime Arbitration Centre;

“Days” means calendar days and includes weekends and public holidays;

“President” means the President of the Council and includes a Vice President;

“Party” or “parties” include claimant(s), respondent(s), or additional party(ies);

“Settlement Agreement” means the written instrument recording the Parties’ decision to conclusively settle their dispute on mutually agreed terms.

“Domestic mediation” means any mediation which is not an “International mediation”;

“Rule” shall refer to the numbered provisions of the GIMAC Mediation Rules.

“International mediation” means a mediation where:–

- a) one of the parties to the mediation has its place of business in any State other than India; or
- b) any place where a substantial part of the obligations of any commercial or other relationship is to be performed or the place with which the subject matter of the dispute is most closely connected is in any state other than India; or
- c) the parties have expressly agreed that the subject matter of the mediation relates to more than one State.

“GIMAC Council” means the Council of Mediation of GIMAC and includes a Committee of the Council;

“Committee of the GIMAC Council” means a committee consisting of not less than two members of the Council appointed by the President (which may include the President);

“GIMAC Portal” means The case management system hosted by GIMAC and accessible at [www.gimac.in];

“Registrar” means the Registrar of the Council acting under the supervision and instructions of the President, and includes any Deputy Registrar/Assistant Registrar,

“GIMAC Secretariat” means the case management team of GIMAC;

“Schedule of Fees” means The GIMAC Schedule of Fees in force at the date of commencement of the mediation;

“Schedules” means Schedule 1, Schedule 2 and Schedule 3 of these Rules and any additional schedules as may be published by GIMAC from time to time

“Tribunal” includes one or more mediators, and includes any mediation tribunal constituted under these Rules.

Notes:

- i) Any pronoun shall be understood to be gender-neutral; and
- ii) Any singular noun shall be understood to refer to plural in appropriate circumstances.

Rule 3 - Council of Mediation

- 3.1. The Council of Mediation of the Gujarat International Maritime Arbitration Centre (hereinafter referred to as the “GIMAC Council or Council”) is an independent governing body of GIMAC established under the rules of the Gujarat Maritime University.
- 3.2. The Council shall administer the resolution of disputes by arbitral tribunals in accordance with these Rules. The Council shall be the only body authorized to administer mediation under these Rules.
- 3.3. The President of the Council shall have the power to take decisions on behalf of the Council, provided any such decision is reported to the Council at the next session.
- 3.4. At the President's request, in the President's absence or otherwise where the President is unable to act, the Vice-President shall have the same power.
- 3.5. The Council shall be assisted in its work by the Secretariat under the directions of its Registrar.

Rule 4 - Party Representatives

- 4.1. Any party may be represented in the mediation by one or more authorized representative and/or legal representatives. The Registrar and the Tribunal may require proof of authority to represent the Parties or of any party representatives.

- 4.2. Following the Tribunal's constitution, any intended change or addition by a party to its legal representatives shall be notified promptly in writing to all parties, the Tribunal and the Registrar.

Rule 5 - Registration and Commencement of Mediation

- 5.1. Any party wishing to initiate mediation pursuant to the GIMAC Mediation Rules shall submit a request for mediation (the "Request for Mediation"). The Request for Mediation shall contain:
- a) The names, addresses (including email addresses), telephone numbers of the parties and any legal or other representatives involved;
 - b) Reference to any mediation clause or a copy of the separate mediation agreement, if any;
 - c) A brief explanation of the dispute; and
 - d) Proof of payment of the non-refundable registration fee as prescribed in the Schedule of Fees (the "Registration Fee").
- 5.2. The date on which the Registrar has received the Request for Mediation with all accompanying documentation and the complete sum of the Registration Fee shall be treated as the date on which the mediation has been registered. The date of receipt of the Request for Mediation by the Respondent shall be deemed to be the date of commencement of the mediation, subject to compliance with the requirements of these Rules. The GIMAC will notify the parties of the date of commencement of the mediation.
- 5.3. If the other party or parties reject(s) the Request for Mediation or if the GIMAC does not receive a reply within 30 days from the date of the GIMAC's written notice of the Request for Mediation under Rule 5(1), the GIMAC shall treat this as a rejection of the Request for Mediation and inform the party or parties initiating the mediation accordingly.
- 5.4. Where the parties have agreed to a time limit for settling the dispute pursuant to the GIMAC Mediation Rules, the date on which the mediator is appointed shall be the starting point for the agreed time limit.

Rule 6 - Place and language(s) of the Mediation

- 6.1. Unless the parties have agreed otherwise, the mediation proceedings shall be held in the GIMAC premises, or any other venue proposed by the GIMAC.
- 6.2. In the absence of an agreement of the parties, the mediator shall determine the language(s) in which the mediation shall be conducted.

Rule 7 - Communications and Calculation of Periods of Time

- 7.1. For the purposes of these Rules, any notice, communication or proposal shall be in writing ("Written Communication"). Any such written communication by GIMAC Secretariat or the Tribunal shall be made to the last address (as available on the records of the Tribunal) of the party or its representative for whom the same are intended, as notified either by the party in question or by the other party. Such notification or communication may be made by delivery against receipt, registered post, courier, electronic mail (including electronic mail and facsimile) or any other means of telecommunication that provides a record of the sending thereof and which is recognized under the applicable law.
- 7.2. A written communication shall be deemed to have been made on the day it was received by the party itself or by its representative or would have been received if made in accordance with Rule 7.1. The proof of such service and receipt shall be required to be sent to the Registrar.
- 7.3. For the purpose of determining the commencement of any time-limit, a Written Communication shall be treated as having been received by a party on the day it is delivered or, in the case of electronic means, transmitted in accordance with Rules 7.1 and 7.2 (such time to be determined by reference to the recipient's time-zone).
- 7.4. Commencement of time-limits under the Rules shall start to run on the day following the date a written communication is deemed to have been made in accordance with Rule 7.2. When the day following such a date is an official holiday, or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays and non-business days are included in the calculation of the period of time. If the last day of the relevant period of time granted is an official holiday or a non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

- 7.5. All pleadings and other written communications submitted by any party, as well as all documents annexed thereto, shall be submitted in sufficient copies thereof for each party, each arbitrator or the Secretariat, as may be required by the Registrar and/or Secretary to the Tribunal.
- 7.6. A copy of any notification or communication from the Tribunal to the parties shall be sent to the Secretariat. Except as provided in these Rules, the Registrar may at any time extend or shorten any time limits prescribed under these Rules.

Rule 8 - Appointment of the Mediator

- 8.1. Unless otherwise agreed by the parties, the case shall be referred to one mediator to be appointed by the Registrar. The Registrar shall take into consideration any proposals made by the parties, the nature and circumstances of the dispute, the applicable law, and the nationality and language of the parties.
- 8.2. If the parties jointly nominate a person to act as a mediator, the GIMAC shall confirm such nomination, subject to Rule 9 (Independence and impartiality of the mediator) of the GIMAC Mediation Rules.
- 8.3. Subject to Rule 8.1, unless otherwise agreed to by the parties, where more than one mediator is to be appointed, each party shall appoint an equal number of mediators.

Rule 9 - Independence and impartiality of the Mediator

- 9.1. The mediators conducting mediation under the GIMAC Mediation Rules shall be and shall remain at all times independent and impartial.
- 9.2. The mediators shall provide a signed and dated statement of acceptance, independence, impartiality and availability to the parties and the Registrar, disclosing any circumstances that may affect the mediator's impartiality or independence.
- 9.3. A mediator, from the time of appointment and throughout the mediation, shall, without delay, disclose to the parties any circumstances that may affect the mediator's impartiality or independence as they arise.
- 9.4. No person may act as a mediator in any dispute in which that person has any conflict of interest, save where the parties have been notified in writing of such

circumstances and have subsequently expressly consented in writing to the appointment of the mediator.

Rule 10 - Role of the Mediator

- 10.1. The mediation may be conducted in such manner as considered appropriate by the mediator, taking into account the circumstances of the case, the wishes of the parties and the need for a speedy settlement of the dispute.
- 10.2. The mediator shall not act as a representative or counsel of a party or appear as a witness in any arbitral or judicial proceedings or give advice to any person whatsoever in respect of a dispute that is the subject of the mediation. Unless the parties have otherwise agreed in writing, the mediator shall not act as an arbitrator in any arbitral proceedings between the parties.

Rule 11 - Replacement of the Mediator

- 11.1. The parties may, by written consent, agree to replace the mediator at any time.
- 11.2. Where a mediator is unable to perform their duties or fails to perform their functions, or is no longer accepted by the parties, the President shall release the mediator from appointment and appoint a new mediator in accordance with Rule 8 (Appointment of the mediator) and Rule 9 (Independence and Impartiality of the mediator).
- 11.3. Before the President releases a mediator, the GIMAC may give the parties and the mediator an opportunity to submit comments.

Rule 12 - Role of the parties

- 12.1. The mediator may communicate with the parties together or with any party separately, including private meetings and each party shall co-operate with the mediator. A party may request a private meeting with the mediator at any time. The parties shall give full assistance to enable the mediation to proceed and be concluded within the time stipulated or agreed.

Rule 13 - Conduct of the mediation

- 13.1. The mediator may, in consultation with the parties and taking into account the circumstances of the dispute, utilise any technological means as considered appropriate, including to communicate with the parties and to hold meetings remotely.
- 13.2. When the mediator receives information concerning the dispute from a party, the mediator shall keep such information confidential, unless that party indicates that the information is not subject to the condition that it should be kept confidential or expresses its consent to the disclosure of such information to another party to the mediation.
- 13.3. With the agreement of the parties and subject to Rule 12 (Role of the parties), the mediator may consult one or more experts. Any such expert shall be governed by Rule 8 (Appointment of the mediator).
- 13.4. The parties may, by agreement, determine the language(s) in which the mediation is to be conducted and shall inform GIMAC of their agreement in the Mediation Request or within such time as GIMAC may specify. In the absence of any agreement between the parties, GIMAC will determine the language(s) of the mediation in consultation with the mediator.
- 13.5. The parties shall inform GIMAC of the names of their representatives, advisors and any other persons attending the mediation on their behalf, whether in-person or remotely by any means, no later than 3 business days (that is, excluding weekends and public holidays) before the set mediation date or within such other time as GIMAC may specify. The parties shall ensure that all persons attending the mediation on their behalf will observe and be able to comply fully with all health and safety measures imposed by the mediation venue to avoid being denied access to the mediation venue
- 13.6. At least 10 days before the scheduled mediation (or within such other time as GIMAC may specify), the parties shall submit to GIMAC and the mediator and exchange with each other, statements of their cases and any relevant documents. The parties may mutually agree in writing to an abridgement of this stipulated number of days, subject to the mediator not having any objections to it.
- 13.7. Where appropriate or at the request of the mediator, GIMAC may arrange for a pre-mediation conference to discuss the manner and procedure for the conduct of the mediation, including setting relevant timelines. For the avoidance of doubt, the

pre-mediation conference may take place in person, by teleconference, or other electronic means.

- 13.8. In determining the manner and procedure for the conduct of the mediation, the mediator shall give due respect to the wishes of the parties and be fair and impartial
- 13.9. The mediator may obtain expert advice or assistance in technical matters with the parties' consent and the parties shall bear any expenses incurred in this regard.
- 13.10. All parties shall act in good faith to prepare for the mediation and in the course of participating in the mediation.

Rule 14 - Communication between the parties and the Mediator

- 14.1. The mediator may meet or communicate with the parties together or with each of them separately.
- 14.2. At any stage of the mediation, the parties may submit information concerning the dispute, such as statements describing the general four nature of the dispute, the points at issue, and any supporting documents or additional information deemed appropriate. The information may also include a description of the goals, interests, needs and motivation of the parties as well as any relevant documents.
- 14.3..When the mediator receives information concerning the disputes from a party, the mediator shall keep such information confidential, unless that party indicates that the information is not subject to the condition that it should be kept confidential, or expresses its consent to the disclosure of such information to another party to the mediation.

Rule 15 - Authority and Representation

- 15.1. The parties may be represented or assisted by persons of their choice. Each party shall notify in advance the names and the role of such persons to the mediator and the other party. Each party shall have full authority to settle or be accompanied by a person with such authority

Rule 16 – Confidentiality

- 16.1. Unless all Parties expressly agree in writing to the contrary, the parties and the mediator shall keep confidential:
- (a) all information related to the mediation, together with all materials created for the purpose of the mediation;
 - (b) all documents produced by, or in the possession of, any party to the mediation, including as the result of judicial or arbitration proceedings related to the dispute which is the subject of the mediation or in respect of any other dispute that has arisen from, or is related to, the same legal relationship(s), not otherwise in the public domain; and
 - (c) the contents and/or existence of any Settlement Agreement, save to the extent that disclosure of its existence may be required by a Party under a legal obligation, or to enforce any Settlement Agreement or challenge its validity, existence, scope or applicability in legal proceedings commenced and pursued in good faith before a state court or other judicial authority.
- 16.2. Nothing that is communicated to the mediator in private shall be repeated to the other party or parties, without the express consent of the party making the private communication(s).
- 16.3. In no circumstances shall any statement made during the mediation process, whether in writing or orally, be used in any judicial or arbitration proceedings as evidence of admissions against the interests of the party that made them.
- 16.4. The mediator is permitted to make disclosure of what would normally be considered confidential pursuant to this Rule 16 if required by law or a competent judicial authority to make such disclosure.

Rule 17 - Settlement Agreement

- 17.1. Once the parties agree on the terms of a settlement to resolve all or part of the dispute through mediation, they should prepare and sign a settlement agreement (hereafter and hereinbefore, the “Settlement Agreement”). If requested by the parties and if the mediator deems it appropriate, the mediator may provide support to the parties in preparing the settlement agreement.

- 17.2. Unless otherwise agreed by the parties, the mediator or the GIMAC may sign or stamp the settlement agreement or provide other evidence that the agreement resulted from mediation.
- 17.3. By signing the Settlement Agreement, the parties agree that the Settlement Agreement can be used as evidence that it results from mediation, and that it can be relied upon for seeking relief under the applicable law.

Rule 18 - Conclusion of Mediation

- 18.1. The mediation shall be terminated:
- a) by a settlement agreement between the parties;
 - b) by a declaration of the mediator to the parties to the effect that further efforts of mediation are unlikely to lead to the resolution of the dispute; or
 - c) by a written request from a party to the mediator that the mediation shall be terminated.
- 18.2. Upon the termination of the mediation, the mediator shall notify the GIMAC.
- 18.3. The GIMAC and the mediator shall be entitled to payment for services rendered up to the time of termination of the mediation.

Rule 19 - Costs and fees

- 19.1. Unless otherwise agreed by the parties, the costs referred to in Rule 19(3) are borne equally by the parties. All other expenses incurred by a party shall be borne by that party.
- 19.2. The mediator shall request that the GIMAC finally determines the costs of the mediation. The GIMAC shall finally determine the costs of the mediation in accordance with the Schedule of Fees (Part II) in force on the date of commencement of the mediation pursuant to Rule 5(Commencement of mediation).
- 19.3. The costs and expenses of the mediation shall include, but are not limited to:-
- a) the fees of the mediator;

- b) the cost of the venue hire, including meeting rooms, breakout rooms, meals, translation fees, photocopying fees, internet access, telephone and communication expenses, administrative costs incurred under Rule 19(3)(d), and any other costs reasonably and properly incurred in respect of the conduct of the mediation;
- c) any fees or costs set out above in respect of expert advice or expert witnesses who attend or provide such advice with the consent of the parties;
- d) the administrative charges of the GIMAC relating to the conduct of the mediation fixed in accordance with the GIMAC Mediation Rules. Without limiting the foregoing, the costs of the GIMAC may include: -
 - i. the registration fee; and
 - ii. any administrative costs.

19.4. The parties are jointly and severally liable for costs and fees set out in Rule 19(3) above.

19.5. The parties are required to pay the costs and fees irrespective of the outcome of the mediation.

19.6. If the mediator is replaced prior to the termination of the proceeding, the parties shall pay the fees and expenses that the mediator incurred prior to termination, unless the mediator decides otherwise.

Rule 20 - Exclusion of liability

20.1. Neither the GIMAC nor the mediator shall be liable to any party or to any other participant in the mediation for any act or omission in relation to or arising out of the mediation or in respect of or arising out of any settlement reached in any mediation conducted, unless such act or omission constitutes wilful misconduct or gross negligence.

20.2. All statements, whether written or oral, made in the course of the mediation shall not be relied upon to institute or maintain any action for defamation, libel, slander or any related complaint.

Rule 21 - Schedule of fees

- 21.1. The parties are free to agree with the mediator on the mediator's fees. Unless otherwise agreed to by the parties and mediator, the Schedule of Fees shall apply.
- 21.2. The Schedule of Fees provides the fee scales for international and domestic mediation.
- 21.3. After the mediation has commenced in accordance with Rule 5 (Commencement of mediation), the Registrar shall fix a provisional advance deposit in an amount intended to cover the mediator's fees and administrative costs. Any such provisional advance deposit shall be paid by the parties in equal shares and will be considered as a partial payment by the parties of any deposits of costs and fees fixed by the Registrar.
- 21.4. Such provisional advance deposit shall be payable within 14 days upon receiving the request from the GIMAC.
- 21.5. At any time during the course of the mediation, the Registrar may require additional deposits to be paid by the parties on account of the costs and fees. Any such additional sums requested by the Registrar on account of the costs and fees shall be payable 14 days after the receipt of the request from the GIMAC.
- 21.6. If any of the amounts are not paid in full by both parties within 14 days after the receipt of the request from the GIMAC, the Registrar shall so inform the parties in order that one or another of them may make the required payment.
- 21.7. If any such payment is not made, the mediator, after consultation with the Registrar and the parties, may order the suspension or termination of the mediation.
- 21.8. The GIMAC may apply the deposits towards the costs and expenses incurred by the GIMAC and the mediator in relation to the mediation.
- 21.9. Upon termination of the mediation, the GIMAC shall render an account to the parties of the deposits received and used and return any unexpended balance to the parties.

PART-II

SCHEDULES OF FEES

Schedules of Mediation Fees

A. Filing fee

Rs. 5,000/- (Non-Refundable)

*Registration / Case Filing Fees does not include the taxes as may be applicable

B. One-time Administration Fee payable to the Centre

Sum in Dispute (INR/₹)	Administration Domestic Fee
Up to 50,00,000 (Up to fifty lakhs)	₹ 20,000
50,00,001 to 10,000,000 (Above fifty lakhs to one crore)	₹ 30,000
10,000,001 to 50,000,000 (Above one crore to five crores)	₹ 40,000
50,000,001 to 100,000,000 (Above five crores to ten crores)	₹ 50,000
100,000,001 to 500,000,000 (Above ten crores to fifty crores)	₹ 75,000
Above 500,000,000 (Above fifty crores)	₹ 1,00,000

C. Mediator(s) Fees

Sum in Dispute (INR/₹)	Fee per Session
Up to 50,000,000 (Up to five crores)	₹ 10,000
Above 50,000,000 (Five crores and above)	₹ 20,000

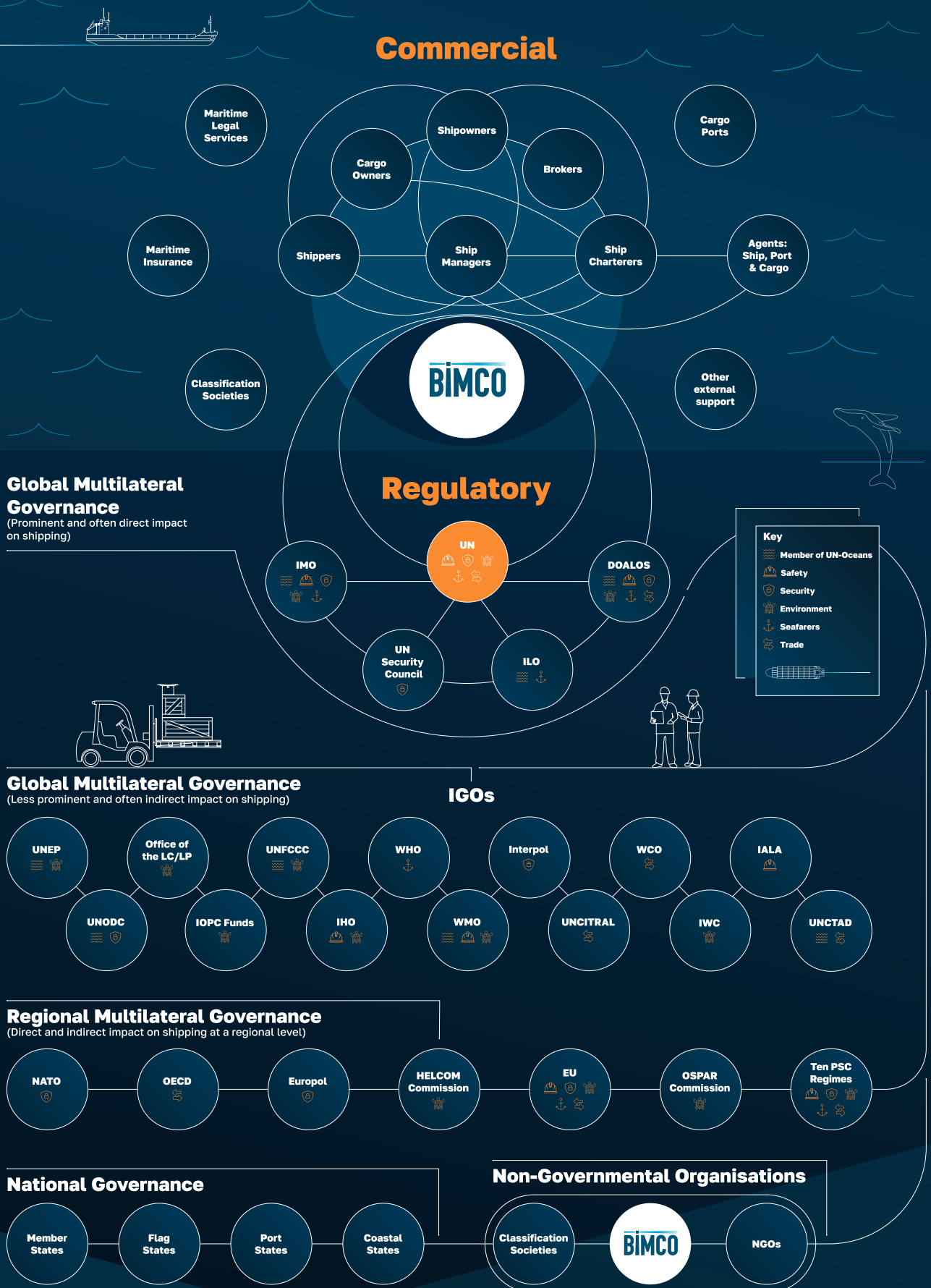
D. Additional Fees

Additionally, some senior expert mediators have offered to conduct mediations governed by GIMAC Mediation Rules. If the parties decide to have a mediation with the assistance of such mediators, the mediation fee will be based on rates charged by such mediator.

Notes:

- Administration Fee does not include:
 - the usage cost of facilities and support services for and in connection with any hearing (e.g. hearing rooms, photocopiers, telephone, internet services, interpretation services etc.).
- The Mediator's Fee as per the Schedule is for a single mediator. If the parties request the services of more than one mediator, the parties shall pay each mediator fees as per the Schedule.
- If a Gandhinagar based mediator is required to travel out of Gandhinagar, or a mediator based outside Gandhinagar appointed by the parties is required to travel to Gandhinagar for physical mediation, mediator travel, accommodation and out of pocket expenses shall be charged to the parties on 'actuals' basis.
- Taxes shall be charged separately, as applicable.

SHIPPING EXPLAINED





GUJARAT INTERNATIONAL MARITIME ARBITRATION CENTRE (GIMAC)

2nd Floor, GIFT House, GIFT City,
Gandhinagar, Gujarat, India - 382355.

www.gimac.in