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EDITOR'S NOTE

India is a key international business destination. The Indian ADR law based on UNCITRAL Model Law provides a comprehensive legal basis for arbitral procedure, ensuring that arbitration process in India fully meets global standards. But certain element of professionalism and institutionalism is lacking. The interest of IIAM is to serve as a conduit between ADR and the business community and evolve quality professionalism in institutional ADR process. For this purpose IIAM is looking at involving more professionals, experts and users of ADR to become part of IIAM.

IIAM welcomes you to become part of the IIAM family.

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The Role of Courts in Arbitration

: BHARTENDU YADAV

Purpose of the Arbitration Act is to provide quick redressal to commercial disputes by private Arbitration. Quick and final resolution of any commercial dispute is necessary for smooth functioning of business and industry. This article aims to analyze the position of the Indian Arbitration Act, as to the finality of the resolution of disputes, when the parties choose arbitration as the mode of dispute resolution and the role of Courts on such decisions.

INTRODUCTION

Arbitration law was amended a few decades ago to suite the requirement of the modern age. In India, Alternate Dispute Resolution (ADR) is now governed by the Arbitration and Conciliation Act, 1996. Over the period of time, processes, procedures and powers pertaining to arbitration and the right of parties to the same were incorporated in the Civil Procedure Code, Indian Contract Act, Specific Relief Act and then by incorporation of Indian Arbitration Act 1899, subsequently repealed by the Indian Arbitration Act 1940 and then finally by the Arbitration and Conciliation Act, 1996, which came into force with effect from 25th January 1996. Probably the biggest advantage of ADR and resolving disputes through arbitration is the relative simplicity, economy, speed and privacy.

However, over a period of time it has been observed that institutional arbitration through institutions or associations like, the "Indian Council of Arbitration" (ICA), "Indian Institute of Arbitration & Mediation" (IIAM), "Federation of Indian Chambers of Commerce and Industry" (FICCI), FICCI Arbitration and Conciliation Tribunal (FACT), the Associated Chambers of Commerce and Industry of India (ASSOCHAM) etc. is the best since they conduct arbitration as per rules laid down which have stood the test of time and where the reputation of the Arbitrator is impeccable while at the same time the parties to arbitration could know clearly what the cost of the said arbitration be.

The purpose of the Arbitration Act is to provide quick redressal to commercial dispute by private Arbitration. Quick decision of any commercial dispute is necessary for the smooth functioning of business and industry. Internationally, it is accepted that normally commercial disputes should be resolved through arbitration and not through normal judicial system.

ADR

There are basically four methods of ADR - Negotiation, Mediation, Conciliation and Arbitration. Negotiation is cheapest and simplest method. If it does not work, Mediation through a mediator can be tried. If it does not work, Conciliation and Arbitration will be useful. Arbitration Act makes provision for Conciliation and Arbitration as ADR mechanisms. An Arbitrator is basically a private judge appointed with consent of both the parties. The object of arbitration is settlement of disputes in an expeditious, convenient, inexpensive and private manner so that they do not become the subject of future litigation between the parties.

The foundation of arbitration is the arbitration agreement between the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them. Thus, the provision for arbitration can be made at the time of entering the contract itself, so that if any dispute arises in future, the dispute can be referred to arbitrator as per the agreement. It is also possible to refer a dispute to arbitration after the dispute has arisen. Arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement. The agreement must be in writing and must be signed by both parties. The arbitration agreement can be by exchange of letters, document, telex, telegram etc.[1]

CASE STUDY:

Interference with Award:

Madhya Pradesh Housing Board v. Progressive writers and Publishers[2]: In this case Supreme Court had held that courts hearing applications under Ss. 34 of Arbitration and Conciliation Act, 1996 do not exercise any appellate jurisdiction and cannot reappraise evidence. Awards passed by the Arbitrator are generally final. It cannot be interfered with unless the findings contained therein are totally perverse or award given by Arbitrator is based on wrong proposition of law.

Steel Authority of India Ltd. v. Gupta Brothers Steel Tubes Ltd.[3]: In this case also the Supreme Court dismissed the appeal stating that the parties to a contract who have agreed to go for arbitration if there is any breach of contract, then whatever award is given by Arbitrator is final and binding on both the parties and the executing court has no appellate jurisdiction to go beyond the award and widen its scope. Only reason when arbitration award can be dismissed is when the award given by Arbitrator is on wrong presumption of law.

(Footnote)
[1] Section 7
[2] (2009) 5 SCC 678
[3] (2009) 10 SCC 63

Promoting Student Authors

With a view to promote and support students in developing the qualities of legal research and presentation, IIAM is providing opportunity to law students to publish original, innovative and thought provoking articles on arbitration, mediation, conciliation, dispute resolution and similar topics and critiques on judgments relating to the same topics. Selected articles will be published in the "Indian Arbitrator". From amongst the submitted articles, every year one student author will receive the "Best Young Author" certificate from IIAM.

Execution of Award:

Deepa Bhargava v. Mahesh Bhargava[4]: In this case the Supreme court held that the executing court must execute the decree as it is. It cannot go beyond the decree and has no jurisdiction to modify the same. In this case, according to the consent decree the plaintiff was entitled to claim the interest at the rate of 18% per annum in case defendants failed to pay the amount within the stipulated time. In this case the executing court reduced it to 14% per annum and High court further reduced it to the 9% per annum. The Supreme Court held that executing court and High court have no jurisdiction to go beyond the consent decree. Hence, the impugned judgment is not sustainable and the Supreme Court issued directions to the executing court to execute the decree as it was.

Century Textiles Industries Ltd. v. Deepak Jain[5]: In this case also the Supreme Court held that there is no quarrel with the general principle of law and indeed, it is unexceptionable that a court executing the decree cannot go beyond the decree; it must take the decree according to its tenor and has no jurisdiction to widen its scope and is required to execute the decree as made.

Neglecting Arbitration Clause:

If a party approaches court despite the arbitration agreement, the other party can raise objection. However, such objection must be raised before submitting his first statement on the substance of dispute. Such objection must be accompanied by the original arbitration agreement or its certified copy. On such application the judicial authority shall refer the parties to arbitration. Since the word used is "shall", it is mandatory for judicial authority to refer the matter to arbitration.[6]

Appointment of Arbitrator:

The parties can agree on a procedure for appointing the arbitrator or arbitrators. If they are unable to agree, each party will appoint one arbitrator and the two appointed arbitrators will appoint the third arbitrator who will act as a presiding arbitrator.[7] If one of the parties does not appoint an arbitrator within 30 days, or if two appointed arbitrators do not appoint third arbitrator within 30 days, the party can request Chief Justice to appoint an arbitrator.[8] The Chief Justice can authorize any person or institution to appoint an arbitrator. In the case of international commercial disputes, the application for appointment of arbitrator has to be made to the Chief Justice of India. In case of other domestic disputes, application has to be made to the Chief Justice of High Court within whose jurisdiction the parties are situated.[9]

CONCLUSION:

One of the major defects of earlier arbitration law was that a party could access the court almost at every stage of arbitration – right from appointment of arbitrator to implementation of final award – and could stall the proceedings. Now, approach to court has been drastically curtailed. In cases, if an objection is raised by the party, the decision on that objection can be given by Arbitral Tribunal itself. After the decision, the arbitration proceedings have to be continued and the aggrieved party can approach the Court only after Arbitral Award is made. Appeal to court is now only on restricted grounds. Of course, the Arbitral Tribunal is not given unlimited and unfettered powers and supervision of Courts is not totally eliminated.

The Supreme Court while dealing with such rival contentions has held that interpretation of a contract may fall within the realm of the arbitrator. The Court while dealing with an award would not re-appreciate the evidence. An award containing reasons also may not be interfered with unless they are found to be perverse or based on a wrong proposition of law like an error apparent on the face of the award. If two views are

(Footnote)

[4] (2009) 2 SCC 294
[5] (2009) 5 SCC 634
[6] Section 8
[7] Section 11(3)
[8] Section 11(4)
[9] Section 11(12)

possible, it is trite that the Court will refrain itself from interfering. Jurisdiction of the court to interfere with an award made by an arbitrator has been now limited.

Contrary to this, in recent times, the courts were impelled to have fresh look on the ambit of challenge to an award by the arbitrator so that the award does not get undesirable immunity. The Court also quoted that courts shall not ordinarily substitute their interpretation for that of the arbitrator. It is also true that if the parties with their eyes wide open have consented to refer the matter to the arbitration, then normally the finding of the arbitrator should be accepted without demur. There is no quarrel with this legal proposition. But in a case where it is found that the arbitrator has acted without jurisdiction and has put an interpretation on the clause of the agreement which is wholly contrary to law then in that case there is no prohibition for the courts to set things right.

While the conclusion may not be so relevant, it is the reiteration of the aforementioned principles that is reassuring. One can only hope that this would guide the hands of all judicial authorities while entertaining challenge of Arbitral Awards.

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The Lighter Side

One Sunday a cowboy went to church. When he entered, he saw that he and the preacher were the only ones present. The preacher asked the cowboy if he wanted him to go ahead and preach.

The cowboy said, “I’m not too smart, but if I went to feed my cattle and only one showed up, I’d still feed him.”

So the minister began his sermon. One hour passed, then two hours, then two-and-a-half hours. The preacher finally finished and came down to ask the cowboy how he liked the sermon.

The cowboy answered slowly, “Well, I’m not very smart, but if I went to feed my cattle and only one showed up, I sure wouldn’t feed him all the hay.”

Article

IMI Comments on EC Consultation Paper:
On the use of ADR schemes to resolve disputes related to commercial transactions and practices.(Part -2)

: IRENA VANENKOVA

This is a comment by the International Mediation Institute (IMI)[1] on the 18 January 2011 Consultation Paper of the EC Directorate-General for Health and Consumers (DG SANCO) on the use of ADR schemes to resolve disputes related to commercial transactions and practices in the EU. The Consultation Paper defines ADR as any out-of-court dispute resolution mechanism. This embraces complaint processes, ombuds schemes and other mechanisms in different sectors, trades and countries for handling individual and collective consumer redress.

(7) Should an attempt to resolve a dispute via individual or collective ADR be a mandatory first step before going to court? If so, under what conditions? In which sectors?

Insofar as this question relates to mediation, IMI's view is that, at the very least, parties should be robustly encouraged to engage in mediation as a final step prior to court action (eg being required by law to attend a briefing session with a practicing Certified Mediator, plus adverse cost consequences for unreasonably refusing to attempt mediation); others support making it mandatory by law to engage in a good faith mediation before a trial.

Robust encouragement and mandatory mediation attempts are sometimes claimed to be inconsistent with the inherent consensual, self-determinative nature of mediation. It is claimed by some that "justice" can only be dispensed by the courts. In common law countries that rely on precedent to make new law it is sometimes claimed that mediation poses a threat to the evolution of law. Some say that parties forced to do something (including engaging in a process), are less willing to co-operate because compulsion provokes antipathy, escalates disputes and makes settlement more elusive. IMI does not subscribe to any of these arguments.

(Footnote)

[1] The International Mediation Institute (IMI) is a Foundation (*stichting*) based in The Hague and classified in the Netherlands as an *ANBI – Algemeen Nut Beogende Instellingen* (ie an *Institution Aimed At The Common Good*). IMI's mission is to establish high competency and quality standards for mediators worldwide and to promote understanding and acceptance of mediation by disputants worldwide. IMI exists for the benefit of all stakeholders in the field of mediation, including all disputants, mediators and providers, trainers and educators, judiciary and Government institutions and does not pursue an agenda on behalf of any particular stakeholder group. IMI does not provide mediation services in the marketplace and is funded by donations.

In IMI's view, robust encouragement or mandatory mediation is required to counteract the following obstacles to the early resolution of disputes in general and the uptake of mediation in particular:[2]

- **Lack of understanding and acceptance.** Research in the US shows that parties who have previously participated in mediations handled by competent mediators value it significantly more than those without prior experience of the process. Accordingly, a proposal to mediate will often be declined by a party not understanding or valuing mediation, purely through lack of familiarity with, or prior experience of, mediation.

- **Weakness Perception.** Often, parties communicate a reluctance or refusal to mediate because they perceive that showing willingness to do so voluntarily somehow suggests weakness; those same parties may privately be willing, if not anxious, to mediate if required by a judge or by the law to do so.

- **Litigator resistance.** Lawyers often resist mediation for a variety of reasons. This is not always for the popularly claimed reason that, to a litigator, ADR connotes Alarming Drop in Revenue – though that is certainly a factor, as evidenced by how members of the Italian Bar have threatened strike action over the implementation of a Legislative Decree mandating mediation. More profound is the fact that many lawyers have been educated to achieve results through law-based, rights-orientated processes that in turn can negatively influence their attitudes to what they regard as unfamiliar and nontraditional methods. Or can make them more comfortable using mediation in the closing stages of the litigation process rather than before it begins.

There are many civil and common law jurisdictions where mediation is either robustly encouraged or is a mandatory step before litigation. Florida mandated mediation in most civil cases in 1987, since when any dispute is likely to attract a court order to mediate before scheduling a trial. Statistics suggest that 55-75% of cases mandated to mediate in Florida settle at those mediation sessions, and that in the vast majority of cases that did not settle at the mediation, the parties reached agreement shortly afterwards. Today, 22 US States have followed the Florida model, and these are the States where mediation has experienced its greatest take-up. Almost all US Federal District Courts now have mediation programmes, and most are mandatory. Such programmes also exist in such diverse places as Australia, Canada, Poland (for commercial matters) and Argentina.

In some countries, mediation is not mandatory, but is robustly encouraged. In Slovenia, for example, a party unreasonably refusing to mediate risks bearing the other side's costs even if the other side loses the litigation. The situation is similar in England & Wales. Mediation must always be a good faith, voluntary, non-coercive

(Footnotes)

[2] The following rationale is well-argued in an article by Professor Don Peters at http://rjglb.richmond.edu/archives/9.4/rgl_9-4-2.pdf

process – but only once it starts. Robust encouragement or mandatory mediation is widely needed to get the parties to the table and overcome the forces, mentioned above, that work against it.

From the perspective of consumer redress, there needs to be some form of financial support to enable mediation to take place if robustly encouraged or made mandatory. As mentioned above, legal aid schemes should embrace mediation – indeed should at the very least expect the parties to carefully consider mediation prior to any litigation. Significant cost sanctions for failing to engage in mediation in a good faith attempt to resolve a dispute can have a similar effect to mandating mediation.

Mandatory mediation pre-supposes the availability of competent and experienced mediators to handle the caseload. They should not, as a rule, be those, such as judges, who will try the case if mediation failed to resolve the matter, as parties will be less inclined to reveal hidden agendas to the mediator in private if they know that person may later make a binding ruling.

Competency as a mediator needs to be proven in a credible and transparent way. IMI has developed criteria for Qualifying Assessment Programmes to ensure a high level of mediator competency, based on high level training, knowledge, experience and independently-prepared digests of feedback from prior users of a given mediator's services. IMI believes that such a scheme is far preferable and meaningful to users than formal government regulation on mediator competency. (The IMI scheme is not proprietary and can be adapted by any government, trade or professional body without additional cost.)

(8) Should ADR decisions be binding on the trader? On both parties? If so, under what conditions? In which sectors?

Mediation (as opposed to some other forms of ADR) does not involve binding decisions imposed by the neutral, which this question implies. Settlement agreements reached as a result of mediation are generally contractual and binding on all parties under applicable contract law. This is not sector-specific.

ADR Coverage

(9) What are the most efficient ways of improving consumer ADR coverage? Would it be feasible to run an ADR scheme which is open for consumer disputes as well as for disputes of SMEs?

Mediation is highly flexible and can be configured as circumstances demand. For example, it would be perfectly possible for industry associations to convene their own panel of mediators to help mediate disputes between members. This can also be configured to meet consumer needs. Ebay, for example, offers an online mediation service via Square Trade, a consumer product and service warranty provider.[3] The permutations of possibilities are almost endless.

(10) How could ADR coverage for e-commerce transactions be improved? Do you think that a centralised ODR scheme for cross-border e-commerce transactions would help consumers to resolve disputes and obtain compensation?

E-commerce and Online Dispute Resolution (ODR) are not inseparable. It is perfectly possible, appropriate and valuable to use ODR for disputes that are unrelated to ecommerce and for e-commerce disputes to be resolved by means other than ODR. The advantage in terms of cross-border e-commerce disputes in having a dedicated centralized scheme relates to language and other practical considerations, including ODR mediator competency and consumer trust in the process.

(11) Do you think that the existence of a "single entry point" or "umbrella organisations" could improve consumers' access to ADR? Should their role be limited to providing information or should they also deal with disputes when no specific ADR scheme exists?

(Footnotes)

[3] http://pages.ebay.com/services/buyandsell/disputeres.html

Yes, national umbrella organizations could be helpful if they focus on providing information, not providing services, and also in establishing high-level competency standards for mediators. Although mediation service providers try to promote understanding and acceptance of ADR, they also need to promote their own services, which can dilute the credibility of their promotion of the field. Government funding to enable such bodies to promote the understanding and acceptance of ADR among consumers and businesses and generate credibility for ADR would do much for the mediation field. If such organizations are interlinked and share materials, costs could be contained. All information on the IMI portal[4], for example, is available for public use.

(12) Which particular features should ADR schemes include to deal with collective claims?

Mediation is particularly suited to collective redress claims provided the parties are represented by those having authority to negotiate and settle.

(13) What are the most efficient ways to improve the resolution of cross-border disputes via ADR? Are there any particular forms of ADR that are more suitable for cross-border disputes?

The main distinctions between local and cross-border disputes are the interplay of legal issues between countries regarding the underlying dispute, and practical considerations such as proximity and language which can entail greater cost consequences. Finding the right mediator with the appropriate language skills, and use of VOIP conferencing, is often sufficient. Not all mediators, by any means, are equipped with the necessary cultural and language skills to mediate cross-border. Consequently, mediation is equally valid and applicable to national and cross-border disputes, but once again competency needs to be addressed through transparency in skills, experience and feedback.

(Footnotes)

[4] www.IMImediation.org

Think ... How much do you make in a hour?

A boy asked his father, “How much do you make in a hour?

The father got mad and answered roughly, “Don’t bother me.”

He was tired and irritable after a tough day at work, but the boy insisted. “Please, how much do you make?”

The father said in a bad tone of voice, “$8.00 dollars for now.”

Then his son asked, “Father can you loan me four dollars?”

The father said to him in a bad way, “I told you not to bother me, shut up and go to your room!”

At bedtime the father was more calmed and felt bad about the way he treated his son. He went upstairs to his son’s room and asked, “Are you asleep?” And he gave to the boy the four dollars that he asked for.

The boy thanked his father, put his hand under his pillow, pulled out four crumpled dollars, and said, “I have $8.00 dollars, father could I buy one hour of your time.”

Funding

(14) What is the most efficient way to fund an ADR scheme?

Government funding, supplemented by large user funding. There are two needs.

First, a body needs to be established in each country, or for multiple countries, to promote understanding and acceptance of mediation while not providing any mediation services. This body needs to be wholly reliant on grants from government and industry and communicate clear and objective information, establish standards and transparency, promote ADR schemes and generally advance the field on a national basis while being interlinked with similar bodies internationally. Please see answer to Q11.

Secondly, the individual schemes, such as court-appointed mediation panels, need to leverage the standards and materials generated by the national body but focus on the scheme's operation and be funded by users (supplemented as necessary from government resources). Mediation schemes should not be costly to run if promotion is handled centrally. Mandatory mediation schemes should be substantially legally-aided for parties lacking the financial resources even to incur a share of the mediator's fee.

Funding should be extended to include the cost of competency certification and continuing professional development for mediators. Without high quality mediators and provider organizations, mediation, even if mandatory, will not gain favour with all parties.

(15) How best to maintain independence, when the ADR scheme is totally or partially funded by the industry?

The ADR Scheme needs to be run by its stakeholders collaboratively. The key to independent operation is transparency. Users should be invited to give feedback to the Scheme on its efficiency and impartiality and an anonymised summary of that feedback should be published on the Scheme's website. IMI does not think this is an issue at all.

(16) What should be the cost of ADR for consumers?

Frivolous and vexatious claims must be actively discouraged, but this can be handled through legal aid schemes so far as consumers are concerned. All parties, including consumers, should contribute to the cost of mediation, though not necessarily in the same proportions. Mediation should be made attractive to consumers, and to a large extent that means affordable. Mediation is in any case far less costly than the litigation alternative.

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Supreme Court of India holds that writ jurisdiction is not an absolute bar in case of arbitration

In the case "*Union of India v Tantia Construction Pvt Ltd.*", the Supreme Court of India considered the extent to which the high courts in India are entitled to exercise their powers under Article 226 of the Constitution (writ jurisdiction), notwithstanding the presence of an arbitration clause in the agreement entered into between the parties. The court held that the presence of an arbitration clause did not constitute a bar on the high court from entertaining the dispute in its writ jurisdiction, especially in light of the injustice apparent from the facts of the case. This latest judgment raises some interesting questions regarding whether the Indian courts have succeeded in laying down an objective test on the basis of which courts would refrain from exercising their writ jurisdiction because of the presence of an arbitration clause in the agreement.

Indian Court on enforcement of foreign award

The Delhi High Court in the case, "*Penn Racquet Sports v Mayor International Ltd.*", clarified the legal position of enforcement of foreign awards in India. The judgment confirmed that the expression 'public policy' under Section 48(2)(b) of the 1996 Arbitration and Conciliation Act, pertaining to enforcement of a foreign award carries a narrower meaning than that assigned to the same expression in Section 34(2)(b)(ii), pertaining to enforcement of a domestic award. In other words, the court held that when it comes to challenging the enforcement of a foreign award under Section 48 of the Act, a party cannot ask for the foreign award to be set aside on the grounds of public policy, stating that the award contravenes Indian law. The award must be proved to be contrary to the fundamental policy of Indian law, national interest, justice or morality, and cannot be set aside on the merits to deny recognition and enforcement of a foreign award.

Indian Court issues notice to Arbitral Institution

The Delhi High Court has ordered notice to the New Delhi branch of the London Court of International Arbitration (LCIA), Central Government, Bar Council of India, and Bar Council of State of Delhi on a petition filed by the Association of Indian lawyers (AIL) alleging that the arbitration agency by using the word "London Court" in its name has tried to create an impression that it is a part of the London Municipal Court or English Legal machinery. The petitioner has alleged that the arbitration agency has tried to create a parallel system of administration of law in defiance to the prevailing judicial system in India.
For more details see:
http://www.lawetalnews.com/NewsDetail.asp?newsid=4087
http://www.karlbayer.com/blog/?p=14213

Chile to give interim protection in foreign arbitrations

A first instance civil court of Santiago City recently issued a resolution confirming the court's jurisdiction to grant interim protection measures in connection with ongoing shipping arbitral proceedings conducted in New York. As per this decision, and subject to compliance with local procedural requirements, a party to international arbitration involving a shipping dispute is allowed to request interim measures from a Chilean court, if applicable, to secure the outcome of the trial.

EU Mediation Directive Effective in England and Wales

The EU Mediation Directive is now effective in England and Wales from the 6th April 2011 as a result of changes to the Civil Procedure Rules. The effect in England and Wales is that mediation settlements are enforceable whether proceedings have already commenced or simply as a result of a settlement agreement arising from mediation. This means that the parties should consider the enforceability of their settlement agreement if they are involved in a cross border mediation. Domestic mediations remain unchanged, and so there is now in effect two mediation routes: Domestic Mediation and separately, EU Cross Border Mediation. Details of Civil Procedure Rules (Amendment) Act 2011 available at: http://www.legislation.gov.uk/uksi/2011/88/contents/made

Law Reform in Ukraine for enforcement of Foreign awards

The reform of Ukraine's court system took another step forward on March 8 2011 when amendments to the Law on Enforcement Procedure came into force. The changes have significant implications for the enforcement of foreign arbitral awards. The procedure for enforcing foreign arbitral awards in Ukraine is governed by the New York Convention, the European Convention on International Commercial Arbitration and the Law on International Commercial Arbitration. However, the Law on Enforcement Procedure governs the process to be followed once a court decision on recognition and enforcement of an award has been issued. The new law introduces many significant changes that are designed to make enforcement more efficient.

Mediation attempt for Sir Bradman's dispute

Sir Donald Bradman's son will have one last try at mediation before going to trial over exploitation of the legendary cricketer's name. John Bradman and two other executors of Sir Donald's estate are suing law firm Allens Arthur Robinson, claiming it breached its contract and was negligent in assigning Sir Donald's name to the Bradman Foundation. The dispute arose in 2005 when the foundation licensed an Australian food company to market Bradman chocolate chip cookies in India. The family at the time described Bradman as "a loved and missed family member, not a brand name like Mickey Mouse" but the foundation counter-claimed that it had confidence Sir Donald would have approved the venture.

Certificate in Dispute Management (CDM)

CDM is a distance learning course of IIAM, valid for six months from the date of enrolment. You can enroll at any time of year and you study entirely at your own pace, submitting your assignments when you are ready. Your tutor will be available to mark your assignments and give feedback on your progress for a period of six months from the date of enrolment. You will be sent four 'reading and study assignments' with your course materials, and these form an essential part of your distance learning course. They are designed to help you to work through the course manual and understand the concepts. The course will provide a good basic knowledge of ADR – Negotiation, Mediation & Arbitration – in theory and practice. On successfully completing the assignments included in the course a certificate will be awarded.

For more details on CDM, mail to training@arbitrationindia.com

"Watches are so named as a reminder,
if you don't watch carefully
what you do with your time,
it will slip away from you."
~Drew Sirtors~