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Editor's Note

Arbitration has long been the favorite of the ADR family. Mediation is making its position increasingly relevant in resolving commercial disputes quickly, cost-efficiently, and successfully, maintaining mutual relationship. IIAM in association with IIADRA is popularizing the use of mediation as the first option by inviting organisations and companies in India to become signatories to the "Pledge to Mediate". With a view to engage ADR Practitioners and Users to discuss about the benefits and potential of various forms of ADR in resolving disputes, IIADRA has also launched its new blog, "ADR World". With a Board consisting of highly rated professionals and academicians from around the globe, it is bound to bring out some very innovative and thought provoking discussions. We welcome all the readers to actively participate in the blog!

We have made certain changes in the layout of the magazine, making it easier to read in smart phones and tablets. Enjoy reading!

Anil Xavier

VIEW POINT

SUPERVISING MEDIATION PRACTICE MATTERS

PROFESSIONALS SHOULD ALWAYS BE ON TAP BUT NEVER ON TOP

TONY WHATLING

Practice supervision occupies a central position in the practice of family mediation across the UK. The notion of supervision was commonly perceived as a process whereby an 'overseer' observed your work so as to tell you what you were doing wrong and where you fell short of a required standard. Author opines that mediation by definition is, a 'publicly accountable activity' and therefore, its practitioners must be adequately supervised. The journey undertaken by the pioneers and early settlers involved in establishing mediation practice, and its subsequent standards and oversight, was at one level exciting and yet at another was fraught with complex difficulties and at times high conflict.

Practice supervision - now known as Professional Practice Consultation, (PPC), - occupies a central position in the practice of family mediation across the UK. It may surprise many of the current generation of practitioners to learn that it was almost two decades after family mediation arrived in UK, that training for supervisors became available.

The advent of the National Family Conciliation Council, (NFCC), in 1983, subsequently renamed National Family Mediation, (NFM), was followed by the first ever UK family skills-based mediation training programme in 1984, designed by Lisa Parkinson and funded by a grant from the Joseph Rowntree Foundation. The programme was piloted in a selected group of services that had recruited and selected potential trainee mediators. Very soon after delivery of these courses, a small team of trainers, (including myself), was appointed by NFCC, to review, evaluate and adapt, that programme, and to begin delivering programmes throughout the UK.

In 1995, NFM invited tenders for the design and delivery of the first UK supervision training programme and I was appointed. The programme was piloted, evaluated, approved and began to be delivered throughout the UK.

This slow evolution of practice supervision does not mean that mediation practice was being completely unsupervised up to that point. This consultative role was largely achieved from what could be described as 'borrowing from the neighbours' – namely by drawing on the good will of known practice supervisors from other contexts such as social work, counselling, probation, family court welfare and child guidance.

So from what source was the theory, content and process of that first ever UK supervision training programme drawn?

As head of a university department of social work education I had collaborated with a local authority to develop and deliver a series of post qualifying training courses, including one for social work practice supervisors.

The theoretical model in question derives from Kadushin, who defined three key 'tracks' that constituted a supervision process, "Administrative, educational, supportive ….with the supervisor having responsibility to deliver all three components to the supervisee in the context of a supervisory relationship." (Kadushin 1985)

Later, Garfat defined a similar model described 'S.E.T.' using the format of: "Support, Education, Training" and described supervision as: "A learning process within the overall framework of enhancing the quality of services delivered….". Garfat (1992)

Adapting such concepts to mediation practice, Kadushin's original three tracks were further defined as follows:

1. Accountability – The expectation that all staff will demonstrate responsibility for the highest possible standards of professional practice and quality assurance.

2. Development - The responsibility to ensure that the mediator obtains the essential knowledge skills *& values,* and regularly to monitor, evaluate & appraise development towards professional accreditation & further training needs**.**

3. Support – Recognises the often complex & stressful nature of mediation & the impact on the mediator as a person carrying a range of other demanding professional & personal responsibilities.

To that list were subsequently added three 'basic assumptions':

1 - Common Tasks: There are common tasks for the supervisor in any organisation, however varied the job or context

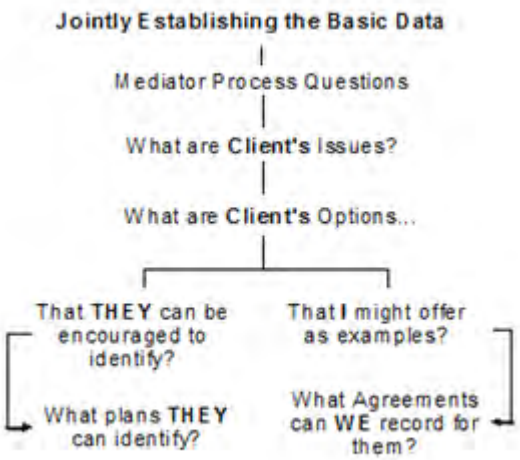
2 - **Common Needs:** The nature of the work is such that all staff need recognition and support. Staff in helping organisations are regularly faced with much human sadness and distress, are often uncertain about how best to help, and often work with inadequate resources

3 - No One Pattern: There is no one pattern of supervision that is correct for every job and context. The functions of supervision can be carried out in day to day contact, in group meetings, individual sessions and in a variety of other methods.

Having had the good fortune of attending a number of workshops by the late John Haynes, I was also attracted to his process model, which as far as I am aware was never published, and which I have come to describe as the 'reflective pathways'.

John described the familiar staged process by which a mediator asks questions of the parties, so as to uncover their Issues, options and potential agreements.

This format he illustrated diagrammatically as follows:

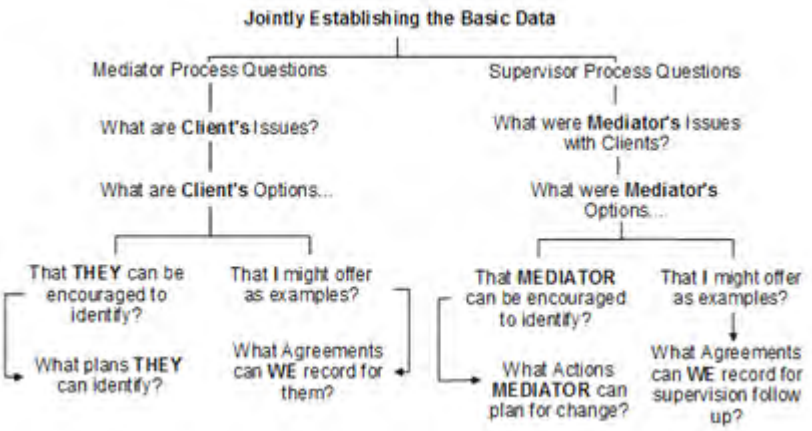


John went on propose that in a supervision session, the PPC would use very similar questions, but once the supervisee had outlined the client's circumstances, it was important for the PPC to ***switch*** her/his line of enquiry to focus on the supervisee – illustrated as follows:

Pledge to Mediate

Recognizing that the empowerment to resolve disputes amicably and voluntarily is an expression of civil maturity, IIAM along with India International ADR Association has formulated "Pledge to Mediate" among companies and organisations as part of promoting best governance and speedy justice. By becoming signatory of the Pledge, you make a public, policy statement indicating your commitment to the promotion of amicable settlement of disputes. The pledge is cost-free and not legally binding. Organisations stand to benefit from various vital outcomes, including Expression of Corporate Governance, Goodwill Generation, etc.

Become a signatory to the "Pledge to Mediate" –For details log on to www.arbitrationindia.org/pledge.html or contact IIAM Director at dir@arbitrationindia.com for details.



This simple but illuminative diagram, illustrates clearly how, once the basic facts are recounted by the mediator, the PPC must consciously move the focus of issues, options and agreements discourse, from clients to the mediator. There needs to be a clear understanding of this concept. Otherwise, it can be tempting to continue discussing the clients, their issues, history, and behaviours etc. Clients after all are so much easier and more interesting to talk about than what may be the potentially more contentious issues of a mediator's performance, i.e. the 'elephant in the room'.

Inspired by such concepts and diagrams I was prompted to create another diagram - (see below - with special thanks to Lee Williams for the graphics on this and the reflective pathways diagrams above), - that conceives of PPC as three linked constellations, each illustrating the three key elements of the activity. The three overlapping zones, A/D, A/S and D/S represent the interface between any two particular functions. It helps to imagine that each circle is pinned to a surface but with the pin not in the centre, so that as each revolves, an area of overlap focus is enlarged. When that happens with two of the interface zones, the third is diminished. An anecdotal example involved a competent and experienced supervisee, who brought to a session the fact that they were currently involved in their own marital separation. The mediator felt that it was important to let me know this and, that whilst being under considerable personal stress, they nevertheless wanted to continue with mediation practice. They were asking for help with monitoring their practice, in particular to maintaining objectivity and impartiality. Returning to the constellations diagram it can be seen that such conversations as referred to in the above example, and subsequent monitoring of practice, might expand one of the three overlapping zones, namely A/S and therefore, temporarily diminish A/D and D/S. In other words, whilst a sympathetic and empathic PPC might be inclined to move into support mode, they must nevertheless retain role responsibility for the accountability function. It can be seen from this that no one PPC session is likely to embrace all three ADS foci. It may be that activity in any one of the overlap zones may be required over a number of sessions. Nevertheless, it would be expected that over the course perhaps of a year of PPC, all three dimensions of ADS will be receiving some attention.

Wither Professional Practice Consultation as a title?

“What’s in a name? That which we call a rose by any other name would smell as sweet” (Shakespeare Romeo & Juliet).

So how did mediation supervisors come to be redefined as PPC’s?

The creation of the then ‘UK College of Family Mediators’ (UKCFM), now the ‘College of Mediators’ (COM), in 1996 gave rise to a very substantial workload for the Professional Standards Sub-committee, (PSC), in creating professional codes of practice such as mediation standards for training and practice etc.

Inevitably, the matter of monitoring practice standards via supervision, ultimately result in a code of practice (2000, 2003). As one of the lead bodies involved in creating the UKCFM, NFM representatives were able to bring to the table the aforementioned work on supervision standards, models and training.

Early discussions on this topic in the PSC were characterised by concerns, particularly from the lawyer mediator representatives, as to the necessity for professional mediators to have their practice monitored by a supervisor. One such objector referred to the fact that he has been appointed to his post as a lawyer, on the basis that he would be “capable of practicing without supervision”.

Without doubt, the notion of supervision was commonly perceived as a process whereby an ‘overseer’, as it were, observed your work so as to tell you what you were doing wrong and where you fell short of a required standard.

From my earliest involvement in efforts to introduce supervision into social work practice as a manager in the early 1970’s, such perceptions and reactions were very familiar.

During a number of PSC meetings attempting to formulate a code of practice on supervision, such resistances constantly re-surfaced. To its credit, the PSC took the decision to hold a half-day workshop on issues relating to the monitoring and oversight of professional standards designed to protect consumers of mediation. My personal opinion was that mediation was by definition, a 'publicly accountable activity' and therefore, its practitioners must be adequately supervised. I cared little for what label we would come to adopt, provided that the definition of the role included the three key elements referred to above - 'Accountability, development and support'. We duly separated into mixed professional sub-groups tasked with addressing the key issues.

Surprisingly, in light of the former disagreements, it was the lawyer mediator representatives that were most vocal about the need to protect the public from unsatisfactory standards of practice by poorly trained or untrained mediators.

It seemed ironic that those who had hitherto raised such objections and resistance to the notion of supervised practice, were now the most strident in calling for some form of practitioner oversight - 'Alls well that ends well'.

After further group debate, it was finally agreed that Professional Practice Consultation, (PPC), would be an acceptable title. What mattered more than the label was that it was also agreed that the definition of PPC would embrace the three key elements, Accountability, Development and Support which was extended to include:

Accountability:

To help safeguard clients through monitoring practice
To induct new mediators into the mediation profession
To help monitor standards for the agency and the national body
To challenge unethical practice

Development:

To support and help promote competent practice
To train and promote development of new mediators
To coach and encourage new ideas and practice
To reflect back and encourage the development of the reflective process and of the internal supervisor.
To provide fresh perspectives

Support:

To encourage confidence
To allow vulnerability to be aired
To allow frustration or distress to be aired
To permit off-loading from within the work context and outside it, where appropriate.

In conclusion, the journey undertaken by the pioneers and early settlers involved in establishing mediation practice, and its subsequent standards and oversight, was at one level exciting and yet at another was fraught with complex difficulties and at times high conflict. In relation to PPC in particular, It is to the credit of all those involved that today we have such an endurable, transferable and adaptive model – so to quote T. Bert Lance in 1997 - "if it ain't broke don't fix it"

As a final note of caution, it must be recognised that the value of any such model will only ever be as good as the quality of those responsible for operating it and, in turn, those professional bodies such as the COM, whose task it is to monitor and audit its practice.

References:

Garfat, T. (1992) 'SET: A Framework for Supervision in Child and Youth Care'. The Child and Youth Care Administrator 4 (1) 2-13.
Kadushin, A. (1985) Supervision in Social Work (Columbia University Press)

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Tony Whatling is a mediator consultant & trainer in UK. He has over twenty-five years' experience of mediation practice and has trained hundreds of mediators in Family, Community, Health Care Complaints, Victim Offender and Workplace Mediation. He has published widely on the subject of mediation, has presented papers and workshops at international conferences and is a professional practice consultant to a number of mediation services.

Article

ARBITRABILITY OF TRUST DISPUTES

AN APPRAISAL OF THE SUPREME COURT JUDGMENT

P. K. SURESH KUMAR

It was held by the Supreme Court of India that a trust deed is not an agreement to which the beneficiaries are parties and therefore there is no Arbitration Agreement amongst them and therefore disputes arising under the Trust cannot be arbitrated. The author analyses the judgment and poses the question as to whether by accepting the benefit of the trust, the beneficiaries are deemed to accept all the terms and conditions settled by the author of the trust, which includes the arbitration agreement.

The Indian Supreme Court, by a recent judgment, has totally ostracized 'Arbitration' from the world of 'Trust Disputes'. Though the reasoning of the Supreme Court is prima facie appealing, a closer scrutiny of its judgment may lead one to think that it is retrograde. Vimal Kishor Shah & others Vs. Jayesh Dinesh Shah and others (Civil Appeal no. 8164 of 2016)[1] is the case where the Supreme Court held that trust disputes are not arbitrable. That was a case where a private trust was settled by a father in favour of his children. A clause in the trust deed provided that all disputes arising between the trustees and beneficiaries or beneficiaries inter se shall be resolved by way of Arbitration in accordance with the Arbitration law in force. Eventually, some disputes arose between the beneficiaries and upon the application of one set of beneficiaries, the High Court of Bombay appointed an Arbitrator. But, the Supreme Court reversed the order of the Bombay High Court and held that trust disputes are alien to the realm of Arbitration.

The decision of the Court is based on two reasons. Firstly, they held that the beneficiaries are not parties to any Arbitration Agreement as defined by S.7 of the Arbitration and Conciliation Act, 1996. It was held that a trust deed is not an agreement to which the beneficiaries are parties and therefore there is no Arbitration Agreement amongst them. S.7 of the Arbitration and Conciliation Act reads as follows:-

(Footnotes)

[1] https://indiankanoon.org/doc/41329464/

"7. Arbitration agreement.- (1) In this Part, "arbitration agreement" means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in (a) a document signed by the parties; (b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement; or (c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract."

In order to constitute an agreement under the above provision of law it shall be in writing. But, an agreement in writing is inferred under various circumstances mentioned under sub section 4. Thus, if it can be shown from the letters, telegrams etc exchanged by parties that there existed an agreement or if one party fails to deny the existence of arbitration agreement in some correspondence containing claims and defences, an agreement under S.7 is presumed to be in existence. If that is so, what shall be the inference to be drawn when the beneficiaries accept the trust deed as a whole and act accordingly. By accepting the benefit of the trust they accept all the terms and conditions settled by the author of the trust. Trustees also, by assuming the position of trustees, accept all the terms and conditions of the trust. So, by subscribing to the trust deed both the trustees and the beneficiaries agree to the terms of the Trust Deed and it becomes an agreement amongst themselves.

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.

The Indian Trusts Act, 1882 enables a beneficiary to renounce his interest under the Trust by a disclaimer addressed to the Trustee or by setting up a claim inconsistent therewith. Without availing the right to renounce the benefit under the Trust, when a beneficiary accepts the Trust he impliedly subscribes to all the terms and conditions laid down in the trust deed. The Trusts Act empowers trustees also not to accept the Trust. But, by accepting the Trust he accepts the Trust as a whole. There cannot be any partial acceptance. So, both the Trustees and the Beneficiaries, by accepting the Trust bind themselves with the terms and conditions laid down by the Trust Deed. Thus, an agreement arises amongst them to go by the trust deed and if the said deed contains an arbitration clause it is an Arbitration Agreement as provided by law. However, the Supreme Court approached the question in a technical manner and held that the trust deed cannot be considered as an agreement amongst trustees or beneficiaries. The Supreme Court could have adopted a finer rule of statutory interpretation and could have held that beneficiaries and trustees having accepted the trust come to an implied agreement to abide by the trust deed and are therefore parties to an arbitration agreement. If such an interpretation is considered to be not possible in the wake of a literal interpretation of S.7 the matter could have been left to the legislature which by a slight alteration of S.7, could have included trust disputes within the province of arbitration.

But, the Supreme Court went further and held that the Indian Trusts Act is a complete code in itself and all disputes relating to trusts shall only be resolved in accordance with the scheme contained in the said Act. This was the second reason for allowing the appeal by the Supreme Court. If this reasoning of the Supreme Court is accepted no contractual matter can be subjected to arbitration as the Indian Contract Act and the Specific Relief Act are comprehensive legislations in relation to contracts and remedies for breach of contracts. The Trusts Act only lays down as to how a trust can be created, who can create it and as to what are the rights and obligations of trustees and beneficiaries generally. At one or two places the Act mentions the right of a Trustee to approach a civil court for its opinion on any issue involved in the administration of the trust or the right of a beneficiary to approach the court. Those provisions are not capable enough to assume that there is a total exclusion of other dispute resolution methods, especially when one considers the fact that the Trust Act came into existence in the year 1882 at a time when the concept of Arbitration was in its infancy.

In England, I understand that the Trust Law Committee has suggested amendments to the relevant law for making trust disputes arbitrable. In the United States though there is a conflict among the laws of various states as to the arbitrability of trust disputes the trend of the Courts is to uphold arbitration clauses in trust deeds. I may conclude by stating that the Courts cannot ignore the large and growing role of trusts in international economy as they hold huge amount of wealth and generate huge amount of money as income. There is no reason why such an institution is denied one of the most effective methods of alternate dispute resolution.

AUTHOR:

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(This article was originally published in the blog ADR World - www.adrworld.in)

Out of the Box

THINK ABOUT IT...

A man, an avid Gardener saw a small Butterfly laying few eggs in one of the pots in his garden. Since that day he looked at the egg with ever growing curiosity and eagerness. The egg started to move and shake a little. He was excited to see a new life coming up right in front of his eyes.

He spent hours watching the egg now. The egg started to expand and develop cracks. A tiny head and antennae started to come out ever so slowly. The man's excitement knew no bounds. He got his magnifying glasses and sat to watch the life and body of a pupa coming out.

He saw the struggle of the tender pupa and couldn't resist his urge to "HELP". He went and got a tender forceps to help the egg break, a nip here, a nip there to help the struggling life and the pupa was out. The man was ecstatic!

He waited now each day for the pupa to grow and fly like a beautiful butterfly, but alas that never happened. The larvae pupa had a oversized head and kept crawling along in the pot for the full 4 weeks and died!

Depressed the man went to his botanist friend and asked the reason. His friend told him the struggle to break out of the egg helps the larvae to send blood to its wings and the head push helps the head to remain small so that the tender wings can support it thru its 4 week life cycle. In his eagerness to help, the man destroyed a beautiful life!

Struggles help all of us, that's why a bit of effort goes a long way to develop our strength to face life's difficulties!

Brain Teasers

You are a bus driver. At the first stop of the day, eight people get on board. At the second stop, four get off, and eleven get on. At the third stop, two get off, and six get on. At the fourth stop, thirteen get off, and one gets on. At the fifth stop, five get off, and three get on. At the sixth stop, three get off, and two get on. What is the colour of bus driver's eyes?

[Answer at Page 16]

On the outskirts of a small town, there was a big, old pecan tree just inside the cemetery fence. One day, two boys filled up a bucketful of nuts and sat down by the tree, out of sight, and began dividing the nuts. "One for you, one for me. One for you, one for me," said one boy. Several dropped and rolled down toward the fence.

Another boy came riding along the road on his bicycle. As he passed, he thought he heard voices from inside the cemetery. He slowed down to investigate. Sure enough, he heard, "One for you, one for me. One for you, one for me."

He just knew what it was. He jumped back on his bike and rode off. Just around the bend he met an old man with a cane, hobbling along.

"Come here quick," said the boy, "you won't believe what I heard! Satan and the Lord are down at the cemetery dividing up the souls."

The man said, "Beat it kid, can't you see it's hard for me to walk." When the boy insisted though, the man hobbled to the cemetery. Standing by the fence they heard, "One for you, one for me. One for you, one for me..."

The old man whispered, "Boy, you've been telling the truth. Let's see if we can see the Lord." Shaking with fear, they peered through the fence, yet were still unable to see anything.

The old man and the boy gripped the wrought iron bars of the fence tighter and tighter as they tried to get a glimpse of the Lord.

At last they heard, "One for you, one for me. That's all. Now let's go get those nuts by the fence and we'll be done."

They say the old man made it back to town a full 5 minutes ahead of the boy on the bike.

IMI INTRODUCES COMPETENCY CRITERIA FOR INVESTOR-STATE MEDIATORS

The Investor-State Mediation Task Force of the IMI Independent Standards Commission (ISC), has developed a comprehensive set of IMI Competency Criteria for Investor-State Mediators. The aim of the criteria is to assist parties, institutions, designating authorities and other appointing bodies in selecting competent and suitable mediators / co-mediators, for disagreements (or concerns) between private sector entities and States, by creating or developing criteria that can help inform and guide their choices.

Mediation presents a credible and compelling option for both investors and States seeking to settle disagreements and disputes arising from (or to engage in constructive dialogue processes regarding) investment activities. It also presents an important space and means for introducing non-juridic talent into the dispute resolution process. This has been increasingly recognised by international institutions such as the ECT Secretariat, which has worked with IMI to implement a Mediation Guide to the disputes provisions of the Treaty. While a pool of Investor-State arbitrators has developed over the recent years, and while, in parallel, mediation of international disputes has gained momentum, there is as yet no readily available pool of accredited or identifiable Investor-State mediators from which parties can choose their mediator or co-mediators.

POPE TO MEDIATE TALKS BETWEEN VENEZUELAN GOVERNMENT, OPPOSITION

Pope Francis agreed to be a mediator between the Venezuelan government and the opposition to help achieve a resolution to the current political crisis in the South American nation. The Vatican confirmed the Pope will work toward a peaceful resolution of the political crisis. The Vatican responded to a letter requesting his help from the secretary-general of UNASUR, Ernesto Samper, and former presidents Jose Luis Rodriguez Zapatero of Spain, Martin Torrijos of Panama and Leonel Fernandez of the Dominican Republic.

The Vatican's response says the Pope hopes the Venezuelan people can begin a dialogue in an atmosphere of mutual trust and that, those who are directly involved in the destiny of the country, by overpassing rivalries and political hostility, can recognize each other as brothers.

ICC MEDIATION CONFERENCE TO ENGAGE PARTICIPANTS FROM START TO FINISH

Despite all good intentions, businesses and their counsel have to be prepared with practical strategies in the event of a dispute. But not all disputes call for the same method of resolution. This year's International Chamber of Commerce (ICC) International Mediation Conference is designed to provide in-house counsel and corporate management representatives with an arsenal of tips, tools and best practices to effectively resolve commercial disputes.

The program will focus on the available options to combine different resolution mechanisms while highlighting the advantages and challenges of each. Participants will also be presented with the best ways of mixing mediation and arbitration into a single dispute resolution process, as well as how to use Dispute Boards beyond construction contracts, among other relevant topics. The conference will be held at Paris on 19 October 2016.

ADR WORLD - NEW ADR BLOG LAUNCHED

The India International ADR Association (IIADRA), after successfully bringing out its e-magazine, "ADR World" has launched its blog "ADR World" at www.adrworld.in. The blog is intended as a platform for its members and ADR Practitioners and Users to exchange and actively discuss innovative and thought provoking ideas related to ADR both from India and around the globe.

Brain Teaser (Answer): Whatever colour your eyes are... as you are driver of the bus.

When we don't accept an undesired event, it becomes ANGER;
when we accept it, it becomes TOLERANCE
When we don't accept other's bad behaviour towards us, it becomes HATRED;
when we accept it, it becomes FORGIVENESS
Acceptance is the key to handling life well!

IMI 2016 BIENNIAL CENSUS SURVEY RESULTS

The 2016 Census of Conflict Management Stakeholders and Trends commissioned by the International Mediation Institute (IMI) collects and presents statistics and insights of stakeholders regarding Mediation and Appropriate Dispute Resolution (ADR) Awareness. The survey is believed to be the first ever international census of the mediation/ADR community to date.

The survey addresses the needs of business & advisors, mediators & providers, educators, government, NGOs and other stakeholders in using and/or practicing mediation and ADR. The survey further encompasses market observations on the effectiveness of IMI as an organization overall and whether there are areas of further development in professionalising mediation and also benefitting its supporters. The survey provides a very useful snapshot of the state of the international market for mediation. The Survey results can be downloaded at https://imimediation.org/imi-2016-biennial-census-survey-results

COMMERCIAL MEDIATION TRAINING PROGRAM JANUARY, 2017

Are you interested to become a Commercial Mediator or a specialist Dispute Resolution Practitioner? With the rise in the volume of business, dispute resolutions and enforcement have also increased. Mediation has become an undeniable part of the legal landscape. Domestic and international business community is increasingly incorporating mediation as the primary method of dispute resolution. A trained mediator / professional helps in assisting the parties in identifying and clarifying shared interests, shared needs, individual interests and individual needs. The mediator guides the parties toward solutions that are workable and longstanding. Effective conflict resolution skills is the key to prevent destructive conflict, enabling lawyers and consultants to better assist their clients in business deals and disputes. Mediation has become a truly global profession, earning international recognition. The IIAM Mediation Training Program combines the theory of ADR through highly interactive, skill-based courses in negotiation and mediation.

As per IIAM Mediator Accreditation System, a candidate having successfully completed Mediation Training Program is categorised as Grade B Mediator. The program will be for 40 hours | 5 days, during January, 2017 (Monday to Friday) at Cochin, Kerala, India.

For further details log on to www.arbitrationindia.org/events.html

PROFESSIONAL CERTIFICATE IN COMMERCIAL ARBITRATION - JANUARY 2017

The course offers the participants to know the underlying theory of arbitration law and practice, with emphasis on drafting of arbitration clauses and agreements, awards, procedure of arbitration, important case laws, ethical issues and institutional arbitration methods. The program will also look at the art of drafting dispute resolution clauses appropriate to the parties' business needs and dispute resolution desires. The program will provide a solid foundation in ADR processes and to serve as ADR practitioners and neutrals. After successful completion, the participant will be eligible for empanelment as an IIAM Arbitrator, subject to the norms of enlistment. The program will be for 15 hours conducted in 2 days, during January 2017 at Cochin, Kerala, India.

For further details log on to http://www.arbitrationindia.org/htm/events.html.

CERTIFICATE IN DISPUTE MANAGEMENT (CDM)

CDM is an ongoing 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 further details log on to www.arbitrationindia.org/cdm.html