



— EDO STATE —  
**MULTI-DOOR  
COURTHOUSE**

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THE ADR CENTRE

2018



**PRACTICE DIRECTIONS  
FOR ADR PROCESSES**





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MULTIDOOR  
COURT HOUSE  
THE ADR CENTER

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PRACTICE DIRECTIONS  
FOR ADR PROCESSES

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In order to provide disputants with timely and cost-effective processes for the resolution of their differences, The Edo State Government has established the Edo State Multi-Door Courthouse (ESMDC). The ESMDC is a court connected Alternative Dispute Resolution (ADR) centre for the resolution of disputes under the auspices of the Edo State Judiciary.

Pursuant to the powers conferred upon me by Sections 36 (1) (2) of the Edo State Multi-door Court Law 2017, I, **ESOHE FRANCES IKPONMWEN** Chief Judge of Edo State hereby make this Practice Directions for ADR Processes at the Edo State Multi-Door Court.

## **THE ARTICLES**

### **ARTICLE 1: APPLICATION OF THE PRACTICE DIRECTION**

a) Whenever, by mutual agreement or contract, the parties have provided for or agreed to apply Alternative Disputes Resolution under the auspices of the Edo State Multi-Door Courthouse (ESMDC), they shall be deemed to have made this Practice Direction a part of their agreement.

b) These Practice Direction shall apply to matters referred to the ESMDC for Alternative Dispute Resolution from High Courts of Justice in Edo State and other jurisdictions outside Edo State; Magistrate and Area Customary Courts, Federal Courts; Private persons; Corporations; Public Institutions; and Dispute Resolution Organizations.

## **ARTICLE 2: COMMENCEMENT OF ACTION**

### **Walk-Ins**

- a) Any party or parties to a dispute may initiate ADR by filing with the ESMDC a written request for ADR process.
- b) Upon receipt of such a request, the ESMDC will contact the other party involved in the dispute and attempt to obtain a submission to ADR.

### **Court Referrals**

- c) Upon receipt of an Enrolment of Order from the referral court, the ESMDC invites the parties to submit to the ADR Process.

### **Direct Intervention**

- d) The ESMDC can also assist parties in the resolution of their disputes by extending an invitation to the disputing parties.

## **ARTICLE 3: REQUEST FOR ADR PROCESS**

A request for ADR process shall contain a brief statement of the nature of the dispute and the names, addresses, telephone numbers, telefax, email or other communication references of all parties to a dispute and those who will represent them (if any), in the ADR process. The initiating party shall simultaneously file three copies of the request with the ESMDC and one copy for every, other party to the

dispute.

#### **ARTICLE 4: SUBMISSION TO ADR**

- a) The other party on receipt of the Notice of Referral notifies the ESMDC in writing within 7 days of its submission to the ADR process in accordance with the Practice Direction.
- b) Upon the refusal to submit within the stipulated time to the ADR Process, the ADR judge shall order the recalcitrant party to appear before him and he shall make requisite orders and give direction as shall be considered appropriate.
- c) Where a party refuses to appear before the ADR judge as stipulated in (b) above, this shall be treated as contempt of court and the ADR judge shall give orders which include fines, cost in monetary terms or as may be considered appropriate in the circumstance.

#### **ARTICLE 5: Agreement**

The parties will enter into an agreement in relation to the confidentiality and conduct of the ADR process.

#### **ARTICLE 6: Appointment of the Neutral**

- a) Upon filing of a request for ADR process, the ESMDC will, subject to the parties' approval, appoint a qualified neutral from its Panel of Neutrals or alternatively, provide parties with a short list of neutrals from its Panel of Neutrals to choose from.

- b) There shall be a single neutral appointed as relating to the process unless the parties or The ESMDC advise otherwise.
- c) If by mutual agreement of the parties, or the contract between them a neutral is named, or a method of appointing a neutral is, stipulated, the neutral so named, or the method so stipulated shall be followed.
- d) The ESMDC is authorized to appoint another neutral if both parties are not satisfied with the appointed neutral or if the appointed neutral is unable to serve or serve promptly.
- e) The prospective neutral shall by accepting the appointment, be deemed to make himself/herself available to conduct the process expeditiously and professionally.

#### **ARTICLE 7: THE NEUTRAL'S QUALIFICATION**

- a) In appointing neutrals, such a neutral must have considerable relevant experience in his/her particular field of ADR practice and must have been trained and duly certified by a reputable and recognized organization.
- b) No person shall serve as a neutral in any dispute in which he has any financial or personal interest in the result of the ADR process, except with the written consent of all parties.
- c) Every prospective neutral shall, prior to accepting an

appointment, disclose any circumstance likely to create a presumption of bias with the parties.

- d) The ESMDC shall upon receipt of such information either replace the neutral or immediately communicate the information to the parties for their comments.
- e) In recommending or appointing a neutral, the ESMDC shall have regard to such considerations as are likely to secure the appointment of an independent, impartial and experienced neutral.
- f) The neutral shall abide by the terms of the ESMDC Practice Directions for ADR processes and procedure.

#### **ARTICLE 8: ROLE OF THE NEUTRAL**

- a) The neutral shall assist the disputing parties in an impartial and professional manner in their attempt to reach an amicable settlement of their dispute.
- b) The neutral should in his conduct of the ADR process take into account the circumstances of the case, the underlying interest of the parties and the need for a speedy settlement of the dispute.
- c) The neutral may assist the parties in drawing up a Settlement Agreement.

#### **ARTICLE 9: ROLE OF COUNSEL**

Counsel shall

- a) Give due regard to the ADR process, ensure that his



- client accords respect to all notices, invitations and directives from the ESMDC.
- b) Ensure the appearance of his client at every ADR session.
  - c) Explore with the client various options available so as to ensure speedy conclusion of the ADR process.
  - d) Respect the confidentiality of the ADR session(s).
  - e) Embrace a cultural change and accept an advisory role while parties take the lead in the case of Mediation sessions.
  - f) Be cooperative and encourage his client to be cooperative during ADR sessions to ensure a speedy resolution of the dispute.

#### **ARTICLE 10: ROLE OF THE PARTIES**

The parties shall

- a) Attend all ADR sessions either personally or by a duly authorized representative(s).
- b) Attend the ADR sessions in good faith without undue requests for adjournments or unwarranted delays.
- c) Prepare adequately for an ADR sessions:- be actively involved and be willing to explore various options towards settlement.
- d) Respect the confidentiality of the ADR session(s).
- e) Cooperate fully with the Neutral and the other party throughout the ADR process to ensure a speedy

resolution of the dispute.

## **ARTICLE 11: ROLE OF THE COURTS**

It will be the responsibility of the Judges of the High Court of Edo State, Magistrate Courts and Area Customary Courts to :

- a) Control and manage proceedings in Court and issue orders which would encourage the adoption of ADR methods in dispute resolution.
- b) Mandatorily refer parties directly to Edo State MultiDoor CourtHouse (ESMDC) to enable the disputants explore settlement options.
- c) Enforce Terms of Settlement reached at the ESMDC in the same manner as a Judgment or Order of Court.

## **ARTICLE 12: DATE, TIME AND PLACE OF ADR SESSIONS**

- a) The Neutral shall in conjunction with the ESMDC fix the date and time of each ADR session. The ADR session shall be held at the appropriate office of the ESMDC, or at any other convenient location agreed by the neutral and the parties.
- b) The dates fixed by the neutral and the parties for each ADR session shall not exceed seven (7) days from the date of the last ADR session except the neutral finds it expedient.
- c) The neutral shall exercise all due diligence in encouraging the parties to reach a settlement within the shortest possible time.

### **ARTICLE 13: REPRESENTATION OF PARTIES AND ATTENDANCE AT ADR SESSIONS**

- a) Each party must be properly represented at every ADR session. Any party who is unable (for any reason whatsoever) to attend or make arrangements to be properly represented at a fixed ADR session must notify The ESMDC at least 48 hours before the ADR session is scheduled to take place.
- b) Failure to comply with this Article attracts a penalty fee of N20,000.00 (Twenty Thousand Naira) per session missed and such other penalties for 3 (three) consecutive missed sessions, as may be directed by the ADR judge. The fee becomes immediately payable by the offending party.
- c) Where a party fails to pay the penalty as stated above this set of omission shall attract sanctions.
- d) The parties may be represented by persons of their choice, provided such representatives have the requisite written authority to represent them.
- e) The names and addresses of such persons representing parties in dispute are to be communicated in writing to The ESMDC before the first ADR Session.

### **ARTICLE 14: THE ADR PROCESS**

- a) The Neutral is authorized to conduct joint and

- separate meetings with the parties.
- b) Each party shall cooperate in good faith with the neutral to advance the ADR Process as expeditiously as possible.
  - c) At any stage of the ADR process, the neutral may request a party to submit to him such additional information as he deems appropriate.
  - d) All endeavours shall be made to conclude the ADR Process expeditiously from the appointment of the neutral; which includes the signing of the Settlement Agreement/Arbitral Award by the neutral and the parties and endorsement by the ADR/Referral Judge.

#### **ARTICLE 15: CONFIDENTIALITY**

- a) Parties are bound to keep to the confidentiality agreement
- b) All records, reports or other documents, arising in relation to the ADR process will be without prejudice, privileged and not divulged or admissible as evidence or discoverable in any current or subsequent ADR process, litigation or other proceedings whatsoever, except any document or other information which would in any event have been admissible or discoverable in such arbitration or litigation

proceedings.

- c) None of the parties to the Settlement Agreement shall call the Neutral or The ESMDC (or any employee, consultant or representative of the ESMDC) as a witness, consultant, arbitrator or expert in any arbitration, litigation or any other proceedings whatsoever arising from, or in connection with the dispute.
- d) All parties to the ADR process, including the Neutral, are bound by the Confidentiality Agreement even after conclusion of the ADR process.

#### **ARTICLE 16: SETTLEMENT AGREEMENT**

- a) Upon a resolution of the dispute, parties with the assistance of the neutral will draw up and parties will sign a written Settlement Agreement embodying terms thereof.
- b) The parties on signing the Settlement Agreement are bound by the terms of the agreement.

#### **ARTICLE 17: ENFORCEMENT**

Once reduced into writing and signed by the parties, the Settlement Agreement or Arbitral Award is forwarded to the Referral Judge (court-referred matters) or the ADR Judge (Walk-in and Direct intervention matters) for endorsement and shall be deemed to be enforceable as a judgment of the

Court.

**ARTICLE 18: TERMINATION**

1. Mediation shall be terminated:
  - (a) by execution of a settlement agreement by the parties;
  - (b) by a written declaration of the Neutral to the effect that further efforts at mediation are no longer worthwhile; or
  - (c) any other reason which in the opinion of the ESMDC warrants a termination.
  
2. Any other ADR process shall terminate in accordance with the applicable procedure.

**ARTICLE 19: EXPENSES, FEES AND COSTS**

- a) Upon submission of Statement of Issues or Statement in Response, parties are required to pay fees as provided in the schedule of fees.
- b) Parties are also required to pay Session Fees before commencement of the ADR process or as may be directed by the ESMDC.
- c) All other incidental expenses shall be borne equally by the parties, unless they agree otherwise.
- d) Payment of these fees and expenses will be made to The ESMDC in accordance with its fee schedule, and terms and conditions of service.

## **ARTICLE 20: FEES OF THE NEUTRAL**

The amount and currency of the Neutral's fees including the modalities and timing of their payment shall be fixed by the ESMDC taking into consideration the amount in dispute, the complexity of the subject matter of the dispute, circumstances of the case, and other relevant criteria.

## **ARTICLE 21: PRIVACY**

- a) ADR sessions are private. Other persons may attend only with the permission of the parties and with the consent of the Neutral.

## **ARTICLE 22: SUSPENSION OF RUNNING OF LIMITATION PERIOD UNDER THE STATUTE OF LIMITATION**

The parties agree that, to the extent permitted by the applicable law, the running of the limitation period under the statute of Limitation or an equivalent law shall be suspended in relation to the dispute that is the subject matter of the ADR process from the date of the commencement of the process until the date of the termination of the ADR process.

## **ARTICLE 23: WAIVER OF LIABILITY**

Neither the Neutral nor The ESMDC shall be liable to the

Parties for any act or omission in connection with the services provided by them (Neutral/The ESMDC) in or in relation to, the ADR process.

#### **ARTICLE 24: APPLICATION OF ARTICLES & INTERPRETATION**

- a) Once The ESMDC secures the parties' agreement to submit a dispute to Alternative Dispute Resolution, it will administer the case under the ESMDC Law, and its applicable rules of procedure.
- b) The ESMDC shall administer but not be limited to the following Doors, Mediation, Arbitration, Executive Dialogue, Neutral Evaluation, Conciliation, Negotiation, Mediative-Conciliation or any variation of these procedure of which the parties agree.
- c) All articles herein shall be interpreted and applied by The ESMDC Interpretation Section

In this rule, unless the context otherwise requires,

**“Alternative Dispute Resolution”** (ADR) refers to a range of processes designed to aid parties in resolving their dispute outside of the formal judicial proceedings.

**“ADR Judge”** refers to a serving Judge of the High Court of Edo State who has been appointed by the Chief Judge of Edo



State to carry out such activities and functions as contained in these rules.

**“Mediation”** is a process in which a neutral third party called a Mediator facilitates communications between parties to assist them in reaching a mutually acceptable resolution of their dispute;

**“An initiating party”** is the person who brought the matter to the ESMDC.

**“Panel of Neutrals”** refers to the assembly of Mediators, Arbitrators and Neutral evaluators already screened and accredited by the ESMDC to provide ADR services at the ESMDC.

Dated this 30<sup>th</sup> day of January, 2018.



**HON. JUSTICE ESOHE FRANCES IKPONMWEN**  
Chief Judge of Edo State