



PRESOLV360
RESOLVE & EVOLVE

Presolv Dispute Resolution Rules ('PDRR')

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TABLE OF CONTENTS

Rule No.	Particulars	Page No.
1	About Presolv360	3
2	About Presolv Dispute Resolution Rules	3
3	Important Terms	3
4	Application and Purpose of the Rules	4
5	How It Works	4
6	Governing Rules	4
7	Participation	4
8	Appointment and Allocation of Experts	5
9	Empanelment and Qualifications of Experts	5
10	Disqualification of Experts	5
11	Withdrawal or Removal of an Expert	6
12	Role of an Expert	6
13	Disclosures and Replacement of an Expert	6
14	Role of Parties	7
15	Representation	7

16	Scope Exclusions	8
17	Resolution Process	8
18	Resolution and Settlement	10
19	Conclusion and Termination of Resolution Process	10
20	Time limit for Completion of Resolution Process	10
21	Fees and Costs	10
22	No Legal Advice	11
23	Confidentiality	11
24	Protection of action taken in Good Faith	12
25	Subsequent Proceedings	12
26	Exclusion of Liability	12
27	Complaint and Feedback	12
28	Interpretation and Amendments	13

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1. About Presolv360

- 1.1 Presolv360 provides a fast-track, cost-effective and the most efficient alternative to traditional dispute resolution systems like courts. Through technology, human expertise and innovation, Presolv360 provides exclusive world-class dispute management mechanisms that include dispute prevention, protection and resolution.
- 1.2 Where 19th century laws still dominate dispute resolution, Presolv360 presents 21st century solutions to uproot modern day challenges to everyone -- individuals, corporates, institutions and governments.

2. About Presolv Dispute Resolution Rules

- 2.1 If you have chosen any services offered by Presolv360, you are agreeing to be bound by Presolv Dispute Resolution Rules that are in effect as at the date on which the services are utilized.
- 2.2 These Rules are intended to help you take maximum advantage of Presolv360's dispute management mechanisms to prevent litigation, safeguard yourself from adversities of disputes and resolve them quickly, economically, effectively and efficiently.

3. Important Terms

- 3.1 "PDRR" or "Rules" are the Presolv Dispute Resolution Rules.
- 3.2 "PDRC" is the Presolv Dispute Resolution Clause.
- 3.3 "PEG" are the Presolv Experts' Guidelines.
- 3.4 "PresolvSecure" is a service where parties to an agreement or contract pay a small periodic fee, to secure themselves from troubles that come from future disputes, especially those that end up in court.
- 3.5 "PresolvDirect" is a service for resolving existing disputes, whether or not they are pending in court. The disputing parties can submit their dispute to Presolv360, for resolving it in a collaborative manner through PresolvDirect.
- 3.6 "Presolv Case Manager" refers to the person designated by Presolv360 to guide the parties from raising a dispute until its resolution and handle the day-to-day working and procedural administration of the assigned disputes.
- 3.7 "Experts" are from a wide range of occupational backgrounds and educational levels, and are qualified professionals who are recognized in the field of dispute resolution and possess the required competence, knowledge and expertise to deal with disputes of varied magnitude and complexities.
- 3.8 "Party" or "parties" shall include the authorised representative(s) and persons claiming under them. The plural includes the singular and references to any gender include references to all other genders. Words denoting persons include firms, body corporates, etc.

3.9 “ADR” mechanisms are alternative dispute resolution mechanisms and shall include, but not be limited to arbitration, conciliation, mediation, negotiation, neutral evaluation or any combination thereof, etc.

4. Application and Purpose of the Rules

4.1 These Rules apply to parties that have purchased PresolvSecure for their contract or agreement and / or have included the PDRC therein.

4.2 These Rules shall also apply to parties submitting their dispute to Presolv360 for resolution through PresolvDirect.

4.3 The purpose of the PDRR is to provide a general framework for Presolv360’s dispute management and resolution process and for the conduct of all persons involved therein.

4.4 The PDRR must be read in conjunction with the PEG and any applicable law, for the time being in force.

5. How It Works

5.1 To know how PresolvSecure works, [click here](#).

5.2 To know how PresolvDirect works, [click here](#).

6. Governing Rules

6.1 The dispute management and resolution systems, persons specified in Rule 4, Presolv Case Managers, the Experts and the staff and management of Presolv360 shall be subject to and governed by the PDRR, the PEG and / or any applicable law, for the time being in force.

7. Participation

7.1 Parties that have purchased PresolvSecure for their contract or agreement and / or have included the PDRC therein shall participate in Presolv360’s resolution process as a condition precedent to pursuing any other available remedy in relation to the dispute.

7.2 Parties that have submitted their dispute to Presolv360 for resolution through PresolvDirect shall, during their participation in Presolv360’s resolution process, if there is any case pending before any court or authority, inform the court or authority of their intention to resolve the dispute amicably through Presolv360’s resolution process. In the event no legal, judicial, arbitral or other proceeding has been instituted by any party in relation to the dispute, the parties shall participate in Presolv360’s resolution process before pursuing any other available remedy in relation to the dispute.

7.3 Each party shall be responsible for participation in the resolution process and the parties themselves shall ensure participation of all other parties to the dispute. Upon a request to that effect, Presolv360 will assist the parties with the onboarding process. However, Presolv360 shall not be responsible for non-participation of any party.

7.4 Parties shall waive the rights that may have accrued under applicable limitation laws and shall exclude the period commencing from the date on which the dispute is submitted and ending on the date on which the resolution process is concluded.

8. Appointment and Allocation of Experts

8.1 Depending upon the nature and complexity of the dispute and recommendations of the Presolv Case Manager, allocation of a case to an Expert shall be based on the Expert's competence, knowledge and ability to deal with subject matter of the dispute between the parties.

8.2 The Expert allocated to a dispute shall be independent neutral third parties, without any type of professional or personal relationship with any of the parties to the dispute.

8.3 An Expert shall avoid a conflict of interest or the appearance of a conflict of interest during and after the resolution process. There shall be a conflict of interest if:

8.3.1 The Expert has any relationship past or present of personal, professional or financial nature with any or more of the parties so as to impair the independence and impartiality of the Expert; or

8.3.2 The Expert has a personal, professional or financial interest in the outcome of the dispute.

9. Empanelment and Qualifications of Experts

9.1 The Experts shall be qualified professionals who are recognized in the field of dispute resolution and possess the required competence, knowledge and expertise to deal with disputes of varied magnitude and complexities.

9.2 The PEG shall apply to all Experts empaneled with Presolv360. The PEG provides a general framework for ethics and conduct within which the Experts shall conduct the resolution process between the parties to a dispute. The PEG, to the extent necessary, shall also be applicable to Presolv Case Managers assigned to a dispute and the staff and management of Presolv360.

10. Disqualifications of Experts

10.1 An Expert shall be deemed to be disqualified from the Panel of Experts if:

10.1.1 The Expert has been adjudged as insolvent;

10.1.2 The Expert has been convicted for an offence involving moral turpitude; or

10.1.3 Any disciplinary proceedings have been initiated by an appropriate disciplinary authority which are pending or have resulted in a punishment.

10.2 An Expert shall also be disqualified in case of:

10.2.1 Any breach or violation of the PDRR, the PEG or any applicable law, for the time being in force; or

10.2.2 Any act or omission in bad faith, gross negligence, fraudulent or dishonest conduct of such Expert

11. Withdrawal or Removal of an Expert

- 11.1 The Expert shall withdraw from the resolution process in case of any of the following circumstances:
- 11.1.1 Where the resolution process is being used to further any such acts contrary to law or public interest;
 - 11.1.2 The Expert is unable to uphold the PDRR, the PEG or any other applicable law, for the time being in force; or
 - 11.1.3 Where the Expert believes or is of the opinion that the parties are unable to voluntarily arrive at a settlement.
- 11.2 In case of existence of a conflict of interest, or a lack of independence or impartiality on the part of the Expert, the Expert or any party or parties, whose dispute is allocated to that Expert, may request for removal of the Expert from the resolution process.
- 11.3 Any such withdrawal or removal shall be made to Presolv360 in writing, by the Expert or the party or parties to the dispute, as the case may be.

12. Role of an Expert

- 12.1 The Presolv Case Manager and the Expert allocated to a case shall ensure that all parties to a dispute understand and agree to the resolution process and their role.
- 12.2 Presolv Case Managers as well as the Experts shall conduct the resolution process in a manner that supports the principles of voluntary participation and self-determination. For this purpose, they shall:
- 12.2.1 Inform the parties that their participation in the resolution process and consequently, any resolution thereof is based on the voluntary agreement of the parties;
 - 12.2.2 Respect the right of each party to decide the extent of its participation in the resolution process; and
 - 12.2.3 Refrain from coercing any party to make a decision or to settle the dispute. However, this does not prohibit the Presolv Case Manager or the Expert from encouraging a party to continue with the resolution process or persuade a party to understand the value of continued participation.
- 12.3 The Expert shall be guided by principles of objectivity, fairness and equity, giving consideration to, among other things, the rights and obligations of the parties to the dispute and the circumstances surrounding the dispute.

13. Disclosures and Replacement of an Expert

- 13.1 The Expert shall disclose, both to Presolv360 and to the parties, whose dispute is being managed by such Expert, regarding existence of a conflict of interest or lack of independence or existence of any fact or circumstance likely to create a

presumption of bias. Upon receiving any such information and after soliciting the views of the parties, Presolv360 may replace the Expert.

14. Role of Parties

14.1 Subject to the Rules, the PEG and any applicable law, for the time being in force:

14.1.1 The Expert may communicate with the parties jointly or with any party separately, including private meetings and each party shall co-operate with the Expert. The parties shall give full assistance to enable the resolution process to proceed and be concluded within the time stipulated.

14.1.2 Each party may at its own initiative or at the invitation of the Expert, give suggestions for settlement of the dispute.

14.1.3 The parties shall acknowledge that the Expert only facilitates the parties in arriving at a decision to resolve disputes and that the Expert does not impose any settlement nor does the Expert give any guarantee that the resolution process will result in a settlement.

14.1.4 The parties shall commit to participate in the proceedings in good faith with the intention to settle the disputes.

14.2 Any party or parties shall not pay or offer to pay any compensation or remuneration or any monetary or non-monetary consideration to the Expert or any person assisting the resolution process, directly or indirectly.

14.3 No party shall establish any other professional relationship with the Expert during the resolution process.

15. Representation

15.1 Parties may choose to be represented or assisted through an authorised representative or a professional for the resolution process. For this purpose, parties shall submit a Letter of Authority ([format available here](#)), stating that the authorised representative or such professional shall have full authority to do all such acts that may be necessary to resolve the dispute.

15.2 The party appointing the authorised representative or professional shall intimate Presolv360 and notify any changes thereto including termination, change of representation, etc.

15.3 The professional charges of the authorised representative or professional, cost of appointment and representation or any other incidental costs shall be borne by the appointing party.

15.4 Presolv360 or the Experts shall not be liable for any acts of the authorised representative or professional, on behalf of the party, or any outcome resulting thereof.

16. Scope Exclusions

- 16.1 In case of parties opting for a PresolvSecure plan, in the event of misrepresentation or non-disclosure of any material fact, the said plan shall be voidable at the instance of Presolv360. Any fee and / or cost paid or payable shall be non-refundable.
- 16.2 In the event any party resorts to fraud, or if any false declaration is made, or if any fraudulent means or devices are used by a party, all benefits under the PresolvSecure plan shall be forfeited and any fee and / or cost paid or payable shall be non-refundable.
- 16.3 PresolvSecure shall cover resolution of only those disputes that arise out of the agreement or contract secured by the plan, and which arise during the course of contractual relations between the parties. Any other disputes shall be excluded and beyond the scope of resolution through PresolvSecure. Such disputes may be submitted to Presolv360 for resolution through PresolvDirect.
- 16.4 PresolvSecure covers only those disputes that arise after it has been purchased. Disputes existing prior to the purchase shall not resolved under PresolvSecure and shall be resolved through PresolvDirect.
- 16.5 The following disputes shall be excluded and shall be beyond the scope of both PresolvSecure and PresolvDirect:
- 16.5.1 Disputes which involve public interest.
 - 16.5.2 Disputes relating to election to public offices.
 - 16.5.3 Disputes involving grant of authority such as grant of probate or letters of administration.
 - 16.5.4 Disputes involving serious and specific allegations of fraud, fabrication of documents forgery, impersonation, coercion, etc.
 - 16.5.5 Disputes requiring protection of courts such as claims against minors and persons of unsound mind.
 - 16.5.6 Disputes involving prosecution for criminal and non-compoundable offences.
 - 16.5.7 Any dispute which has been raised or resolved an unreasonable number of times, without substantial change of circumstance.
 - 16.5.8 Any dispute arising out of war, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether war be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power.
 - 16.5.9 Any other dispute as may be prescribed.

17. Resolution Process

- 17.1 The resolution process has been detailed out in Rule 5 and will depend on whether the parties have purchased PresolvSecure or have submitted the dispute to Presolv360 for resolution through PresolvDirect.

- 17.2 After the initial communication and validation of the dispute, in the event the dispute remains unresolved, an Expert shall be allocated to the dispute.
- 17.3 Depending upon the nature and circumstances of the dispute and the complexity involved, the Expert shall recommend the most suitable course of action and the most appropriate ADR mechanism for resolving the dispute collaboratively.
- 17.4 Subject to the Expert's recommendations, the PDRR, the PEG and applicable laws, if any, for the time being in force, the resolution process may include the following:
- 17.4.1 Every party to the dispute shall submit a brief memorandum setting forth the issues, which according to it, need to be resolved, and its position in respect to those issues and all information reasonably required for the Expert to understand the issue. Such memoranda shall also be mutually exchanged between all the disputing parties.
 - 17.4.2 Based upon the facts and circumstances of the case, the Expert shall fix, in consultation with the parties, a time schedule, the dates and the time of each session, which may be a joint session with all the disputing parties, or may even be separate sessions with individual parties.
 - 17.4.3 The Expert may use ADR mechanisms including, but not limited to, arbitration, conciliation, mediation, negotiation, neutral evaluation or any combination thereof, etc.
 - 17.4.4 The Expert shall not be bound by the law of civil procedure or the Indian evidence law.
 - 17.4.5 The Expert may conduct the proceedings in such manner, as he / she considers appropriate, taking into account the circumstances of the case, the wishes of the parties and the need for a speedy resolution of the dispute.
 - 17.4.6 The Expert may obtain expert advice in technical matters with the consent of the parties, who shall bear the expenses incurred.
 - 17.4.7 The Expert shall disclose the substance of all information concerning the dispute which he / she receives from one party, to the other party or parties and the other party or parties shall be given opportunity to present explanations. Provided that, when a party gives information to the Expert subject to a specific condition that it be kept confidential, the Expert shall not disclose that information to the other party or parties.
 - 17.4.8 The Expert shall attempt to facilitate resolution of the dispute collaboratively, and communicate the view of each party to the other, assist them in identifying issues, reduce misunderstandings, clarify priorities, explore areas of common acceptances and generating options in an attempt to resolve the dispute.
- 17.5 The resolution process shall be conducted subject to the PDRR, the PEG or any applicable law, for the time being in force.

18. Resolution and Settlement

- 18.1 Upon conclusion of the resolution process, once the disputing parties agree to the terms of settlement, the said terms shall be recorded in a settlement agreement which shall be final and binding upon the parties and persons claiming under them.
- 18.2 ADR mechanisms that have been defined and codified by Indian laws shall be conducted in the manner so prescribed. All aspects of such mechanisms shall be governed by the applicable law, for the time being in force. The enforceability and binding nature of the resolution and settlement reached otherwise, as per other ADR mechanisms, shall take the character of a private agreement or contract, which can be sought to be enforced by a party to such agreement or contract alleging a breach.

19. Conclusion and Termination of Resolution Process

- 19.1 The resolution process shall come to an end:
- 19.1.1 Upon the signing and execution of the settlement agreement by the parties;
 - 19.1.2 Upon the written recommendation of the Expert, after consultation with the parties, that further attempts at resolution are no longer justified; or
 - 19.1.3 Upon written intimation by any party or parties to Presolv360 and all the other parties, that it no longer desires to participate in the resolution process.
- 19.2 The resolution process shall be terminated by Presolv360 in case any party:
- 19.2.1 Breaches or violates the PDRR, the PEG or any applicable law, for the time being in force;
 - 19.2.2 Commits or omits any act in bad faith, with gross negligence, or with a fraudulent or dishonest intent; or
 - 19.2.3 Fails to renew the PresolvSecure plan, before expiry, or fails to make payment of the fee and costs as per the terms and conditions stated in the fee schedule.

20. Time limit for Completion of Resolution Process

- 20.1 The duration of the resolution process may vary on a case to case basis. Presolv360, the Expert, the parties and all persons involved in the resolution process shall make every effort to resolve the dispute as expeditiously as possible and endeavor shall be made to conclude the process within three months from the date of institution of the dispute.

21. Fees and Costs

- 21.1 Fee for PresolvSecure is based on your agreement type, number of contracting parties and contract value. It shall be payable periodically, before expiry, and is subject to such terms and conditions as may be specified from time to time. Once purchased, the fee for PresolvSecure is non-refundable. To know your applicable PresolvSecure plan and its fee - [click here](#).

21.2 To know the PresolvDirect fee and the corresponding terms and conditions - [click here](#).

21.3 The fees shall be borne by the parties in the proportion as may be mutually agreed upon by them.

22. No Legal Advice

22.1 Presolv360 or any Expert shall not provide any legal advice to any of the parties to a dispute before, during or after the resolution process, in relation to the dispute. They shall explain to the parties that their role is that of a facilitator for dispute resolution and not that of a lawyer, attorney or any capacity other than that of a facilitator of the dispute.

22.2 Presolv360 shall not be responsible for any legal outcome of the resolution process.

22.3 The Expert may encourage parties of a dispute to have the terms of settlement reviewed by a legal counsel before signing and execution.

23. Confidentiality

23.1 All persons involved in the resolution process shall maintain confidentiality of all information obtained before, during or after the resolution process, unless otherwise agreed to by the parties or required by any applicable law.

23.2 Information, records, reports or other documents and all communications made for the purpose of, in the course of, or pursuant to the resolution process shall be confidential and inadmissible in any legal, other arbitral or judicial proceedings, unless otherwise admissible or discoverable outside of the resolution process. No person involved in the resolution process shall give evidence or testify or reveal any information, documentation or communication made before, during or after the resolution process, in any legal, other arbitral or judicial proceeding. The aforementioned information or documentation includes, but is not limited to:

23.2.1 Any views expressed and / or suggestions made and / or proposals for settlement made by any of the party(ies) and / or their representatives during the resolution process;

23.2.2 Any admissions made by any of the parties and / or their representatives regarding the dispute between the parties;

23.2.3 Proposals, suggestions or views expressed by the parties, Experts or Presolv Case Managers; and

23.2.4 The fact that any party(ies) and / or their representatives had indicated their willingness to accept a proposal for settlement.

23.3 If Presolv360 and / or the Expert is of the opinion that a party has acted in a manner that is fraudulent in nature or with criminal intentions, then such party shall have deemed to have waived its right to confidentiality, as stated in the PDRR, the PEG or any applicable law, for the time being in force.

24. Protection of action taken in Good Faith

24.1 The Expert shall not be held liable for any act done in good faith during the resolution process nor shall be summoned by any party to appear before any court or authority, as the case may be, to testify regarding information received or action taken during the resolution process.

25. Subsequent Proceedings

25.1 The Expert shall not be appointed as an adjudicator, arbitrator, representative, counsel or expert witness of any party in any subsequent adjudication, arbitral or judicial proceedings, whether arising out of the resolution process or any other dispute in connection with the same contract or agreement.

25.2 Except in the case of fraud or criminal act committed by a party, Presolv360 or any person involved in the resolution process or the Expert shall not be presented as a witness in any in any adjudication, arbitral or judicial proceedings in respect of the dispute between the parties.

26. Exclusion of Liability

26.1 Presolv360 or any Expert does not make any promises or guarantees as to the outcome, result or resolution of the dispute.

26.2 Presolv360 or any Expert shall not be responsible for any legal outcome of the resolution process.

26.3 In the event any dispute remains unresolved after conducting the resolution process, parties may choose to pursue any other available remedy as may be advised. Presolv360 or any Expert shall not be liable for any costs or consequences which arise as a result thereof, and any fee and / or cost paid or payable to Presolv360 shall be non-refundable.

26.4 Presolv360 or any Expert shall not be liable and the party or parties shall indemnify, defend and hold harmless Presolv360, and its management, employees, representatives, Expert, etc. against any and all losses, damages, suits, judgments, costs and expenses arising out of or in connection with any claim, suit, action, or other proceeding brought against Presolv360 or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from:

26.4.1 Any breach or violation of the PDRR or the PEG; or

26.4.2 Any act or omission in bad faith, gross negligence, fraudulent or dishonest conduct of a party.

27. Complaint and Feedback

27.1 If any party or parties are of the opinion that the Expert allocated to the dispute is in violation of the Rules, the PEG or any applicable law, for the time being in force, such party or parties shall intimate Presolv360. Upon receiving such a complaint and after soliciting the views of the Expert and all parties to the dispute, Presolv360 may replace the Expert and undertake necessary action as per the Rules, the PEG and / or any applicable laws, for the time being in force.

Presolv Dispute Resolution Rules

27.2 At the conclusion of the resolution process, Presolv360 may invite all persons involved in the resolution process to complete and submit a feedback form and such form shall be used solely for internal training and quality purposes.

28. Interpretation and Amendments

28.1 Any matter not stated in the Rules shall be dealt with in the manner as may be decided by Presolv360.

28.2 Interpretation of the Rules shall be decided solely by Presolv360.

28.3 The Rules may be amended, modified or updated by Presolv360 without any prior notice. Always ensure that you check the latest version of the Rules before relying on them.