



# **DIFC Courts Mediation Service Centre Rules**

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## Preamble

The DIFC Courts Mediation Service Centre Rules were issued by Resolution No. 5 of 2025 which came into effect on 15<sup>th</sup> of August 2025.

## Rule 1: Introduction

- 1.1 The DIFC Courts Mediation Service Centre Rules (the “**Rules**”) of the DIFC Courts Mediation Service Centre (the “**Centre**”) shall provide for the appointment of a neutral third party (the “**Mediator**”) to assist the parties in settling their dispute.
- 1.2 “**Party**” or “**Parties**” shall mean a party or parties to a mediation agreement.
- 1.3 The term “**Mediation**” as used in the Rules shall be deemed to cover such settlement procedure or procedures and the term “**Mediator**” shall be deemed to cover the neutral person who conducts such settlement procedure or procedures. Such term to include any reference to a Co-Mediator.
- 1.4 Any party may refer a dispute to Mediation through the Centre whether there is a pre-existing agreement to mediate or not.
- 1.5 The Rules shall apply to Mediations which commence after the date on which the Rules came into force regardless of the date on which the agreement to mediate was entered into.
- 1.6 The core objective of the Rules is for all Mediations to be conducted fairly, impartially, efficiently, and proportionately (having due regard to any assessment of value and/or the complexity of the dispute). The Mediator(s), the Parties and the Parties’ representatives undertake to conduct the Mediation in good faith in accordance with that objective.

## Rule 2: Commencement of the Mediation

A Mediation may be commenced in the following ways:

- 2.1 On the invitation of the DIFC Courts pursuant to Part 27 of the Rules of the DIFC Courts (“RDC”).
- 2.2 By the request of one party to a dispute submitting to the Centre a written request for Mediation in the form attached at Supplement 1 to these Rules (the “**Request Form**”). Such Request Form should contain:
  - a) a brief overview of the nature of the dispute;
  - b) an assessment of the value of the claim;
  - c) any agreement as to time limits for conducting the Mediation, if applicable;
  - d) the location of the Parties and any agreement as to the location of any physical meetings; and
  - e) contact details of the Parties and their authorised representatives (if any) (including email addresses, postal addresses and telephone numbers).
- 2.3 Upon receipt of the Request Form under Rule 2.2, where only one party has requested Mediation, the Centre shall send by email a copy of the Request Form to the other Party or Parties named in the Request Form.
- 2.4 Such other party will have twenty one (21) working days from receipt of the Request Form to confirm to the Centre whether they wish to pursue or reject Mediation by completing and returning to the Centre the slip attached to the Request Form. If after twenty one (21) working days, the Centre does not receive any response from the other Party to the Request Form or the other Party rejects the request then the Centre shall deem this as a rejection of the request for Mediation and shall inform the Party that requested the Mediation.
- 2.5 The twenty one (21) working day period in Rule 2.4 can be extended upon request by email to the Centre for a period as deemed reasonable by the Centre.

### **Rule 3: Appointment of the Mediator**

- 3.1 Whether the Mediation is invited by the DIFC Courts under Part 27 of the RDC or is a voluntary request by a Party or Parties, in all cases the Centre may suggest a list of Mediators from the DIFC Courts Mediators Panel from which the parties may jointly nominate a Mediator for confirmation by the Centre.

- 3.2 The Parties may appoint a Mediator from outside of the DIFC Courts Mediators Panel, if they so decide. In the event Parties elect to do so such Mediator(s) in order to be listed on the Panel must be formally registered with the Mediation Service Centre and must meet the eligibility criteria, qualifications, and professional experience requirements as prescribed by the Director of the DIFC Courts and applicable Rules.
- 3.3 Where the Parties agree to appoint a Mediator, such agreement shall be construed as an agreement for the Parties to nominate a Mediator for appointment by the Centre under the Rules.
- 3.4 In the event the Parties are unable to jointly agree on the nomination of a Mediator the Centre shall, after consulting the Parties, provide a list of candidates from the DIFC Courts Mediators Panel from which the Parties shall make the final choice. In the absence of any agreement between the Parties within seven (7) working days, the Centre reserves the right to request that the Head of Ancillary Services of the DIFC Courts makes the appointment.
- 3.5 When appointing a Mediator, the Centre shall consider factors including but not limited to the Mediator's availability, nationality, qualifications, experience and the nature and complexity of the dispute, any assessment of the value of the claim and any sector-specific background to the case. The Centre shall also consider the Parties' agreement as to the required attributes of the Mediator(s). Where no such agreement exists, any attributes that the Centre deems relevant and appropriate shall be considered/will be taken into consideration by the Centre in appointing the Mediator(s).
- 3.6 The Centre shall request a prospective Mediator to sign a statement of independence and availability. In this statement, the prospective Mediator(s) shall disclose any circumstances to the Centre that might call into question their impartiality or independence. The duty to make such disclosure will continue during the Mediation. The Mediator(s) shall further state their availability to conduct the Mediation within any agreed time limit. The signed statement will be made available to the parties for their consideration prior to the Mediator's appointment.
- 3.7 Upon the agreement of all of the Parties, the Parties may nominate more than one Mediator or request the Centre to appoint more than one Mediator, in accordance with the provisions of the Rules. In appropriate circumstances, the Centre may propose to the Parties that there

be more than one Mediator, however, the final determination in that respect will be for the Parties to agree.

- 3.8 At any time during the Mediation, the Parties may jointly apply in writing to the Centre that the Mediator and/or Co-Mediator to be replaced.
- 3.9 If, during the course of the Mediation, any Party objects for any reason to a Mediator and/or Co-Mediator continuing to act, that Party shall notify the Mediator and/or Co-Mediator, the other Party and the Centre within seven (7) working days. The notification must state the reasons for the objection.
- 3.10 Upon consideration of the objection and any comments on it, the Mediator and/or Co-Mediator, whose replacement is sought, may resign within seven (7) working days of receipt of the objection.
- 3.11 If the Mediator and/or Co-Mediator does not voluntarily resign within seven (7) working days of receipt of the objection, the Centre shall have the discretion, upon consideration of the objection and any related comments or circumstances, to remove the Mediator and/or Co-Mediator from the mediation if it determines that such removal is necessary to preserve the integrity, impartiality, or effectiveness of the mediation process. In such a case, the Centre shall have the authority to appoint a replacement Mediator and/or Co-Mediator in accordance with the applicable rules and procedures governing the appointment of mediators. The Centre's decision in this regard shall be final and not subject to further appeal or review.
- 3.12 At any time during the Mediation, a Mediator may resign for any reason providing a notice period of seven (7) working days, such resignation to be notified to the Parties and the Centre in writing.
- 3.13 In the event that it is necessary to appoint a new Mediator, the Centre shall ensure this process is completed in accordance with Rule 3.3 and 3.5 within seven (7) working days of such resignation as referred to in Rules 3.10 and 3.11.
- 3.14 Unless the Parties agree otherwise, the Mediator(s) shall not act nor shall have acted in any judicial, arbitral or representative capacity in proceedings relating to the dispute. Unless required by law, or unless all of the Parties and the Mediator(s) agree in writing, the

Mediator(s) shall not give testimony in any judicial or arbitral proceedings on the subject matter of the dispute.

#### **Rule 4: Conduct of the Mediation**

- 4.1 Prior to the Mediation the Mediator(s) may request for the Parties to join a preliminary meeting, to be in any form suitable and agreed to by each of the Parties. The objective of such a meeting may be to discuss and agree with the Parties any relevant costs and fees, and specific requirements and provisions in order to decide the most suitable procedure to be adopted for the Mediation process (the “**Preliminary Meeting**”).
- 4.2 The Mediation shall be conducted in such manner as the Mediator(s) considers most appropriate to enable the Parties to settle the dispute with regard to the circumstances of the dispute, the wishes of the Parties and any other relevant considerations.
- 4.3 The Parties and the Mediator(s) shall have access to the Case Management System (CMS) of the Centre which shall be used to record the date and time of the Preliminary Meeting in Rule 4.1 and the Mediation sessions, record the duration of any Preliminary Meetings and the Mediation sessions and outcomes of each Mediation session. Parties may upload onto the CMS any documents or information that one Party agrees to disclose to the other.
- 4.4 Any Preliminary Meetings or Mediation sessions to be held online, shall be conducted on the platform provided by the Centre.
- 4.5 If the Mediation is a Co-Mediation, the Co-Mediators shall jointly coordinate and conduct the Mediation. This includes, sharing with one another all communications, either written or oral received from a Party or Parties.
- 4.6 Each Party agrees that it will cooperate with the Mediator(s) by:
  - (a) attending meetings at times and places designated by the Mediator(s); and
  - (b) providing information and documents to the Mediator(s) promptly at the Mediator(s) request both before and during any meetings.
- 4.7 Parties who are companies, incorporated entities and natural persons must appoint duly authorised representatives to attend the Mediation. Each Party shall ensure that it is

represented at the Mediation by a person who is duly authorised to enter into a binding and enforceable settlement agreement on behalf of that Party or Parties in respect of the dispute to which the Mediation relates.

- 4.8 The Mediator(s) may communicate with the Parties together or separately, with or without their representatives, in person, by telephone or any other means of communication as deemed appropriate and necessary.
- 4.9 The Mediator(s) agree(s) that they will use their best endeavours to promote a settlement of the dispute and, in particular, will:
  - (a) act promptly in arranging meetings with the Parties and take such other steps as appear likely to assist in the resolution of the dispute;
  - (b) immediately inform the Parties if they have formed the opinion that a resolution of the dispute by agreement of the Parties is unlikely; and
  - (c) if the Parties jointly request and the Mediator(s) agree(s), provide a written statement of their opinion as to the merits of the contentions of the Parties concerning any issue or issues in dispute between them and appropriate terms for compromise of the dispute.
- 4.10 The Centre operates in the English language, as it is the official language of the DIFC Courts. Any request for a Mediation session to be conducted in an alternative language may be submitted to the Head of Ancillary Services of the DIFC Courts for consideration. Such applications will be subject to the discretion of the Head of Ancillary Services.
- 4.11 Notwithstanding the Rules and unless all of the Parties have agreed otherwise, or unless prohibited by law, the Parties may commence or continue any judicial or arbitral proceedings which concern the subject matter of the dispute.

#### **Rule 5: Confidentiality**

- 5.1 The Mediation shall be private and confidential and subject to agreement between the Parties and the Mediator(s). No person other than the Parties, their representatives and the Mediator(s) shall be permitted to attend or view any part of the Mediation.

- 5.2 Any information given to the Mediator(s), either oral or in writing by one Party during any private session shall be kept confidential from the other Party and their representatives unless consent is provided to the Mediator(s) to disclose such information.
- 5.3 Unless the Parties expressly agree in writing to the contrary, the Centre, the Mediator(s), the Parties, and all other participants in the Mediation, must keep all matters private and confidential, including all discussions, negotiations and documents relating to or arising out of the Mediation. Parties shall not be allowed to introduce or rely upon them in any judicial or arbitral proceedings or any other formal or informal processes.
- 5.4 Notwithstanding Rule 5.3 the Centre, the Mediator(s), the Parties and all other participants in the Mediation shall be allowed to breach confidentiality if compelled by law and shall be permitted to disclose confidential information if required or permitted by court order.
- 5.5 Documents such as the Request Form, Mediation Agreement, and any Settlement Agreement, as well as any documents and any information arising from and produced during the Mediation shall be deleted or destroyed by the Centre, within a reasonable time, once the Mediation has been concluded.
- 5.6 The Mediation, all negotiations between the Parties, all statements and all documents or any other material prepared for the purposes of the Mediation, shall be confidential and on a “without prejudice” basis.
- 5.7 None of the negotiations, statements or documents produced in relation to the Mediation shall be admissible as evidence in any proceedings, except to the extent that those materials are otherwise admissible or discoverable in such proceedings, or with the leave of the Court.

## **Rule 6: Conclusion of the Mediation**

- 6.1 The Mediation process may be concluded and come to an end if one of the following arises:
  - (a) The Parties have reached a settlement, and a Settlement Agreement has been signed between the Parties. The Parties must promptly inform the Mediator(s) if they reach a compromise of the dispute;

- (b) The Mediator(s) determines that there is no further purpose in the Mediation and/or the Parties and their representatives are not participating in any meaningful way to achieve a settlement. If such a determination is made, written notice shall be given to the Centre;
- (c) One or both Parties indicate in writing to the Centre that they no longer wish to participate in Mediation; and
- (d) Subject to Rule 6.2 below, if the Centre has not received payment of the deposit for Mediation pursuant to Rule 8.2 in accordance with a request for payment.

6.2 The situation in 6.1(d) is:

- (i) at the discretion of the Centre who shall decide if the Mediation process will conclude on a case-by-case basis; and
- (ii) not applicable where the Centre has agreed and implemented a fee payment plan with the Parties and Mediator(s).

6.3 The Mediator(s) may terminate the mediation at any time if they believe that:

- (a) any Party is abusing the process;
- (b) any Party is failing to act in good faith;
- (c) injustice may result from continuance of the Mediation; and
- (d) there is no reasonable prospect of achieving settlement of the dispute; or for any other reason that they consider in their absolute discretion to be good and sufficient.

6.4 If the Mediation procedure does not result in agreement, the Mediator(s) will summarise the progress made during the course of the Mediation and invite the Parties to consider other means of dispute resolution.

## **Rule 7: The Settlement Agreement**

7.1 The Mediator(s) may assist the Parties in drawing up or preparing the Settlement Agreement or express their views on its terms, but the Mediator(s) bears no responsibility and shall incur no liability for having (or not having) done so. It is the Parties' responsibility

to seek and obtain independent legal advice to ensure the efficacy and enforceability of the Settlement Agreement and to otherwise address their own interests.

- 7.2 If the Parties agree to the terms in settlement of the dispute, they shall provide a draft Settlement Agreement setting out such terms, which must be signed by both Parties.
- 7.3 By signing the Settlement Agreement, the Parties agree to be bound by its terms.
- 7.4 Unless the Parties agree otherwise, the Settlement Agreement may be signed electronically and/or in counterparts.
- 7.5 The Settlement Agreement shall operate as a Mediation Order as specified under Article 30 (b)(4) of Law No. (2) of 2025 Concerning Dubai International Financial Centre Courts.
- 7.6 In the event the Parties agree to opt out of the default position as set out in Rule 7.5, such agreement shall be in writing and submitted to the Centre prior to commencement of the Mediation.

#### **Rule 8: Enforcement Procedure**

- 8.1 A Mediation Settlement Agreement shall operate as an Enforcement Writ pursuant to Article 30(b)(4) of Dubai Law No. (2) of 2025, unless the parties have opted out in writing before the commencement of mediation in accordance with Rule 7.6.
- 8.2 A party seeking enforcement shall submit an application for Enforcement to the DIFC Courts Registry.
- 8.3 The application must be filed using Form MSC 01 and include:
  - (a) A copy of the approved Mediation Settlement Agreement;
  - (b) Evidence of non-compliance by the other party;
  - (c) Any additional supporting documents relevant to the enforcement request.
- 8.4 The Registrar may review the application without a hearing and issue an Enforcement Order if the conditions for enforcement are met.
- 8.5 If necessary, the Enforcement Judge may oversee execution against the defaulting party's assets through available enforcement mechanisms, including:
  - (a) A charging order over property.

- (b) Attachment of assets (present or future).
- (c) Execution against assets.
- (d) Appointment of a receiver.

8.6 If enforcement outside the DIFC is required, the applicant must request the Court to issue an execution letter to facilitate an enforcement in Dubai or other jurisdictions, as per Articles 32 and 33 of Dubai Law No. (2) of 2025.

8.7 Failure to comply with an Enforcement Writ may result in additional legal consequences, including cost penalties and further enforcement measures, such as committal for contempt of Court, in accordance with the DIFC Court Rules.

#### **Rule 9: Costs of Mediation**

- 9.1 The fees and expenses of the Mediator(s) shall be agreed by the Parties and the Mediator(s) at the time of the Preliminary Meeting and shall reflect the complexity, value and agreed timeframe of the Mediation as set out in the DIFC Courts Schedule of Fees.
- 9.2 The Centre shall fix a deposit for the costs of the Mediator(s) which is intended to cover the anticipated fees of the Mediator(s), in force on the date of the commencement of the Mediation or, as the case may be, following the preliminary meeting.
- 9.3 The Mediator(s) shall inform the Centre of, and indicate any change in, the calculation of the Mediator's fees and/or expenses, as may be agreed by the Parties and the Mediator(s).
- 9.4 At the conclusion of the Mediation, the Centre shall finalise the fees and expenses of the Mediator(s), in accordance with any agreement made between the Parties and the Mediator(s). Any unused amounts remaining on account shall be reimbursed to the Parties in the proportionate amount initially paid.
- 9.5 If a Mediator is not appointed, and the Mediation does not proceed, the Centre shall invoice the Parties for its administrative charges and expenses for immediate payment by the Party or Parties which requested Mediation.
- 9.6 Any other costs incurred by the Parties, whether in regard to legal fees, experts' fees or expenses of any other nature will not be part of the Costs for the purposes of the Rules.

### **Rule 10: Exclusion of Liability**

10.1 Neither the Mediator, the Co-Mediator nor the Centre, or any of its employees or personnel shall be liable to any Party for any act, or omission arising out of or in relation to any Mediation conducted under the Rules, even if such act or omission were to amount to negligence or breach of any other duty save in the case of fraud or bad faith.

### **Rule 11: Amendments to the Rules**

11.1 The President of the DIFC reserves the right to amend and/or vary any of the Rules and/or issue new Rules at any time without prior notification, with or without a public consultation, and at their sole discretion.

### **Rule 12: Interpretation of the Rules**

12.1 In the event of any ambiguity or inconsistency in these Rules, the interpretation of the Rules shall be provided by the Head of Ancillary Services of the DIFC Courts. Such interpretation shall be final and binding on the Parties and the Mediator(s).

12.2 These Rules shall be subject to and construed in accordance with DIFC laws, Dubai Laws and subject to Rule 11.1 any claim or action arising out of or in connection with these Rules shall be subject to the exclusive jurisdiction of the DIFC Courts.

### **Mediation Model Clause**

In the event of any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, the parties shall, in the first instance, refer the dispute to Mediation, under the DIFC Courts Mediation Service Centre Rules.

[The commencement of Mediation under the DIFC Courts Mediation Service Centre Rules will not prevent any party from seeking interim relief.]

If the dispute has not been settled through Mediation under the DIFC Courts Mediation Service Centre Rules within \_\_\_\_\_ days following the commencement of the Mediation process or within such other period as agreed by the parties in writing, resolution of the dispute shall continue through \_\_\_\_\_.

If the dispute is settled through Mediation under the DIFC Courts Mediation Service Centre Rules then a Settlement Agreement shall be signed by the Parties, subject to the DIFC Courts Mediation Service Centre Rules and shall operate as a Mediation Order pursuant to Article 30 (b)(4) of Law No. (2) of 2025 Concerning Dubai International Financial Centre Courts, except where the Parties agree to opt out, such agreement shall be in writing and submitted to the Centre prior to commencement of the Mediation.



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