

GOMBE STATE MULTI-DOOR COURTHOUSE

ADR DIRECTORATE

HIGH COURT OF JUSTICE, GOMBE STATE

PRACTICE DIRECTIONS

No. 2 OF 2026

(Consolidating and Replacing Practice Directions No. 1 of 2024)

*Issued pursuant to Section 274 of the Constitution of the Federal Republic of Nigeria, 1999
(as amended)*

and Section 116 of the High Court Laws of Gombe State

Dated at Gombe this ____26th____ day of ____June____ 2026

SGD: _____

HON. JUSTICE HALIMA S. MOHAMMED

Chief Judge of Gombe State

High Court of Justice, Gombe State

FOREWORD

By the Honourable Chief Judge of Gombe State

The establishment of the Gombe State Multi-Door Courthouse (GSMDC) under the auspices of the ADR Directorate of the High Court of Justice, Gombe State, represents one of the most significant institutional developments in the administration of justice in this State in recent years. The GSMDC reflects the commitment of the Gombe State Judiciary to providing timely, cost-effective, and accessible dispute resolution mechanisms for our citizens, businesses, and institutions.

These Practice Directions — the Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026 — consolidate, update, and strengthen the foundational framework established by Practice Directions No. 1 of 2024, which was issued on 8th October 2024. They incorporate the Gombe State ADR Directorate (Arbitration) Rules, 2026, and the Gombe State Multi-Door Courthouse Mediation Procedure, 2026, as integral parts of a unified institutional framework. They give effect, at the level of the Gombe State Judiciary, to the Arbitration and Mediation Act, 2023, and reflect the National Policy on Arbitration and ADR 2024-2028.

I commend the Director of the ADR Directorate and all who contributed to the development of these instruments. I also acknowledge with appreciation the independent review contributions of I. M. Attahir, Esq., Ayuba Rabi, Esq., LL.M, MCI Arb (UK), and Hauwa K. Usman, Esq., FCI Arb (UK), whose collaborative review memorandum enriched the final texts.

It is my hope that these Practice Directions will serve as a durable foundation for the development of a modern, effective, and access-oriented ADR culture in Gombe State.

SGD: _____ 26/6/2026 _____

HON. JUSTICE HALIMA S. MOHAMMED

Chief Judge of Gombe State

High Court of Justice, Gombe State

DIRECTOR'S PREFACE

Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026

The Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026 represent the second generation of the institutional framework for Alternative Dispute Resolution within the Gombe State Judiciary, and their approval by the Honourable Chief Judge on the 26th of June 2026 marks the most significant milestone in the Directorate's institutional development since its establishment.

These Practice Directions consolidate, update, and substantially strengthen the foundational framework established by Practice Directions No. 1 of 2024, which was issued on 8th October 2024. That first instrument was a beginning. This second instrument is a building. It brings together, in a single authoritative document issued under the constitutional authority of the Honourable Chief Judge pursuant to Section 274 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended), the complete procedural, institutional, and administrative framework within which the GSMDC operates. It incorporates the Arbitration and Mediation Act, 2023, fully and deliberately. It provides the fee waiver, hybrid process, monitoring, traditional ADR integration, and institutional partnership provisions that the first instrument could not yet contemplate. And it contains, as integral Schedules, both the Mediation Procedure and a comprehensive Working Forms Pack — giving every user of the GSMDC a complete one-stop resource.

The development of these Practice Directions has been a collaborative undertaking, and the Directorate is honoured to acknowledge those who contributed to it. The independent professional review conducted by Ayuba Rabi, Esq., LL.M, MCI Arb (UK), and Hauwa K. Usman, Esq., FCI Arb (UK), of G. R. Ayuba and Co. / Nigerian Chambers of Commerce Dispute Resolution Centre (NCCDRC), was thorough, rigorous, and generous. Their Collaborative Observations and Review Memorandum of 3rd June 2026, spanning twenty-four pages and thirty-six numbered observations across six criteria, enriched every Part of these Practice Directions in ways that are visible throughout the final text. The Directorate is equally grateful to Ibrahim M. Attahir, Esq., of Taufiq Law Office, for his earlier written observations, which contributed to the structural clarity of several key provisions.

Above all, these Practice Directions would not exist without the consistent, personal, and unwavering support of the Honourable Chief Judge, Hon. Justice Halima S. Mohammed. From the inception of this project through to its approval, Her Lordship's engagement has been substantive, not ceremonial. She has read, asked, questioned, and ultimately backed every step of this work with the kind of institutional confidence that is rare and invaluable. On behalf of the ADR Directorate and the dedicated staff of the Gombe State Multi-Door Courthouse, I record our profound gratitude.

These Practice Directions are now the law of the GSMDC. Let them serve the people of Gombe State well.

SGD: _____

MUHAMMAD TUKUR JUNGUDO, ESQ.

Deputy Chief Registrar (ADR) / Director

ADR Directorate and Gombe State Multi-Door Courthouse

High Court of Justice, Gombe State

26th June 2026

PREAMBLE

Whereas it has become imperative to promote access to justice, reduce court congestion, and encourage the use of Alternative Dispute Resolution (ADR) mechanisms within the Gombe State Judiciary;

And whereas the High Court of Justice, Gombe State, is committed to delivering justice in a timely, cost-effective, and user-friendly manner;

And whereas the Arbitration and Mediation Act, 2023, has introduced a modern, internationally aligned framework for arbitration and mediation in Nigeria, which it is imperative to give effect to at the institutional level of the Gombe State Judiciary;

And whereas Practice Directions No. 1 of 2024, issued on 8th October 2024, established the foundational framework for the GSMDC and is hereby consolidated, updated, and replaced by these Practice Directions;

And whereas in the exercise of the powers conferred upon me by Section 274 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended), Section 116 of the High Court Laws of Gombe State, and all other laws and powers enabling me in that behalf, I, **Honourable Justice Halima S. Mohammed, Chief Judge of Gombe State**, hereby issue the following Practice Directions:

CITATION AND COMMENCEMENT

These Practice Directions shall be cited as the Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026 and shall come into effect on the ____26th ____ day of _____ June, _____ 2026. They consolidate and replace the Gombe State Multi-Door Courthouse Practice Directions No. 1 of 2024 in their entirety.

TABLE OF CONTENTS

FOREWORD — *Hon. Chief Judge*

PREFACE — *Director, ADR Directorate*

PART I — *Preliminary — Interpretation and Institutional Structure*

Rule 1 — Interpretation

Rule 2 — Establishment of the GSMDC

Rule 2A — Organisational Structure — Directorate and GSMDC

Rule 2B — Powers of the Chief Judge

Rule 3 — Application of the Practice Directions

PART II — *Commencement, Referrals, and Submissions*

Rule 4 — Commencement of Actions and Walk-Ins

Rule 5 — Request for ADR

Rule 6 — Submission to the GSMDC

Rule 7 — The ADR Agreement

PART III — *ADR Experts, Proceedings, and Settlement*

Rule 8 — Appointment of the ADR Expert

Rule 9 — Qualifications of the ADR Expert

Rule 10 — Role of the ADR Expert

Rule 11 — Role of Counsel

Rule 12 — Role of the Parties

Rule 13 — Role of the Courts

Rule 14 — Date, Time, and Place of ADR

Rule 15 — Representation of Parties and Attendance

Rule 16 — The ADR Process

Rule 17 — Confidentiality

Rule 18 — Settlement Agreement

Rule 19 — Enforcement

Rule 19A — Setting Aside a Settlement Agreement — Section 81, AMA
2023

Rule 20 — Termination

PART IV — *Fees, Waivers, and Costs*

Rule 21 — Expenses, Fees, and Costs

Rule 21A — Fee Dispute Mechanism

Rule 21B — Fee Waiver Procedure

Rule 22 — Fees of the ADR Expert

PART V — *Institutional Governance*

Rule 23 — Privacy

Rule 24 — Suspension of the Limitation Period

Rule 25 — Waiver of Liability

Rule 26 — Saving and Delegation

Rule 27 — Hybrid ADR Processes — Med-Arb and Arb-Med

Rule 28 — Monitoring, Annual Report, and Periodic Review

Rule 29 — Institutional Partnerships

PART VI — *Schedule A — Arbitration Rules 2026*

PART VII — *Schedule B — Mediation Procedure 2026*

PART VIII — *Schedule C — Working Forms*

PART IX — *Schedule of Fees*

PART I — PRELIMINARY

RULE 1: INTERPRETATION

In these Practice Directions, unless the context otherwise requires:

"ADR" means Alternative Dispute Resolution, being a range of processes designed to assist parties in resolving their disputes outside formal judicial proceedings, including arbitration, mediation, neutral evaluation, and any other process recognised under the Arbitration and Mediation Act, 2023, or these Practice Directions.

"ADR Agreement" means the written agreement entered into by the parties pursuant to Rule 7 in relation to the conduct and confidentiality of the ADR process.

"ADR Expert" means a qualified arbitrator, mediator, neutral evaluator, or other ADR practitioner duly accredited and appointed to conduct ADR proceedings under these Practice Directions.

"ADR Judge" means a Judge of the High Court of Justice, Gombe State, designated by the Honourable Chief Judge to oversee the activities of the ADR Directorate and the GSMDC.

"ADR Rules" means the Gombe State ADR Directorate (Arbitration) Rules, 2026, or any other ADR or arbitration rules issued by the Honourable Chief Judge pursuant to these Practice Directions.

"AFMA" means the African ADR Association, an organisation established by leading African dispute resolution bodies to set standards for ADR practice and training in Africa.

"AMA 2023" means the Arbitration and Mediation Act, 2023.

"CEDR" means the Centre for Effective Dispute Resolution, a United Kingdom-based independent non-profit dispute resolution organisation involved in ADR training and conflict management.

"CIARB" means the Chartered Institute of Arbitrators.

"Chief Judge" means the Honourable Chief Judge of Gombe State.

"Directorate" means the ADR Directorate of the High Court of Justice, Gombe State, being the institutional and administrative umbrella body

responsible for all ADR proceedings, including those conducted through the GSMDC.

"GSMDC" means the Gombe State Multi-Door Courthouse established under Rule 2 of these Practice Directions, being the operational court-connected facility through which ADR proceedings are administered and conducted.

"High Court" means the High Court of Justice, Gombe State.

"ICMC" means the Institute of Chartered Mediators and Conciliators.

"Initiating Party" means the party that brings a matter to the GSMDC for resolution.

"NCMG" means the Negotiation and Conflict Management Group, an independent, non-profit, non-governmental organisation involved in dispute resolution practice in Nigeria.

"Public Holidays" means any day declared as a public holiday by the Federal Government of Nigeria and/or the Gombe State Government, and includes Saturdays and Sundays.

"SPIDR" means the Society of Professionals in Dispute Resolution. Users should confirm the current status and registration details of any Nigerian entity operating under this name. Where no current Nigerian entity matches this description, reference shall be to the Institute of Chartered Mediators and Conciliators (ICMC) or such other currently active and registered Nigerian ADR professional body as the Director may designate by circular.

"State" means Gombe State.

RULE 2: ESTABLISHMENT OF THE GSMDC

There is hereby established a Multi-Door Courthouse (hereinafter referred to as the "GSMDC") and ADR Centre under the supervision of the Director of ADR within the High Court of Justice, Gombe State. The GSMDC shall serve as the primary institutional framework for the administration of ADR proceedings within the Gombe State Judiciary.

RULE 2A: ORGANISATIONAL STRUCTURE — DIRECTORATE AND GSMDC

1. The ADR Directorate of the High Court of Justice, Gombe State, shall serve as the institutional and administrative umbrella for all ADR proceedings, including those conducted through the GSMDC.
2. The Gombe State Multi-Door Courthouse (GSMDC) is the operational court-connected component of the ADR Directorate. It is the facility through which all ADR proceedings — including arbitration, mediation, and neutral evaluation — are administered and conducted.
3. References to the "Directorate" in any document, notice, or correspondence of the institution shall mean the ADR Directorate in its institutional and administrative capacity. References to the "GSMDC" shall mean the operational court-connected case-handling facility.
4. All proceeding headings shall read: IN THE GOMBE STATE MULTI-DOOR COURTHOUSE / ADR DIRECTORATE / HIGH COURT OF JUSTICE, GOMBE STATE.

RULE 2B: POWERS OF THE CHIEF JUDGE

1. The Honourable Chief Judge of Gombe State shall have overall supervisory authority over the GSMDC and the ADR Directorate.
2. The Honourable Chief Judge may, from time to time, issue Rules, directives, or supplements to these Practice Directions for the effective implementation of ADR within the Gombe State Judiciary.
3. The Honourable Chief Judge may designate a Judge of the High Court as the ADR Judge to exercise such delegated supervisory or administrative functions as are provided under these Practice Directions or under any ADR Rules issued pursuant thereto.
4. Any act or directive validly performed by the ADR Judge under such delegation shall have the same force and effect as if performed directly by the Honourable Chief Judge.

RULE 3: APPLICATION OF THE PRACTICE DIRECTIONS

1. Where, by mutual agreement or contract, parties have provided for or agreed to resolve existing or future disputes by ADR under the auspices

of the GSMDC, they shall be deemed to have incorporated these Practice Directions into their agreement.

2. These Practice Directions shall apply to matters referred to the GSMDC for ADR from: (a) the High Court of Justice, Gombe State, and High Courts of other jurisdictions; (b) Magistrate Courts within Gombe State and in other jurisdictions; (c) other courts within Gombe State, including Federal Courts; (d) private persons and corporations; and (e) public institutions and other dispute resolution organisations.
3. These Practice Directions shall apply to all civil matters amenable to ADR, including but not limited to: landlord and tenant disputes, family disputes, commercial contracts, tort claims, workplace disputes, and community disputes.

PART II — COMMENCEMENT, REFERRALS, AND SUBMISSIONS

RULE 4: COMMENCEMENT OF ACTIONS AND WALK-INS

1. Any party or parties to a dispute may initiate ADR proceedings by filing a written request for ADR with the GSMDC, together with payment of the appropriate filing fees as prescribed in the Schedule of Fees.
2. Upon receipt of such a request, the GSMDC shall contact the other party to the dispute and endeavour to obtain that party's submission to the ADR process.
3. When parties submit to the jurisdiction of the GSMDC, the GSMDC shall inform them of the available ADR mechanisms and recommend the most appropriate mechanism for the particular dispute, subject to the acceptance and agreement of the parties.
4. In the event that the parties are unable to agree on the most appropriate form of ADR, the GSMDC shall determine and direct the most suitable form of ADR.
5. In addition to party-initiated proceedings, the GSMDC may receive referrals and interventions as follows: (a) Court Referrals: Upon receipt of an Enrolment of Order or a Referral Letter from a court of competent jurisdiction, the GSMDC shall invite the parties to submit to the ADR

process. (b) Direct Intervention: The GSMDC may, on its own initiative, invite disputing parties to submit to ADR, subject to the conditions in Rule 4(6) of these Practice Directions. A third party may also bring to the attention of the GSMDC any dispute between parties within the State.

6. Direct Intervention under Rule 4(5)(b) shall be exercised only where: (a) all parties to the dispute are identifiable and accessible; (b) the dispute involves a matter of public interest or community concern; and (c) the Designated ADR Judge has given prior written approval for the intervention. A party's refusal to accept a direct intervention invitation shall carry no sanction and shall not give rise to any adverse inference in any subsequent proceedings.

RULE 5: REQUEST FOR ADR

A request for any ADR mechanism shall be in writing and shall contain: (a) a brief statement of the nature of the dispute; (b) the full names, addresses, telephone numbers, email addresses, and other communication details of all parties to the dispute; and (c) the names and contact details of any legal representatives or other persons who will represent the parties in the ADR proceedings. The Initiating Party shall simultaneously file three copies of the request with the GSMDC and serve one copy on every other party to the dispute.

RULE 6: SUBMISSION TO THE MULTI-DOOR COURTHOUSE

- (a) The other party, upon receipt of the Notice of Referral, shall notify the GSMDC in writing within seven (7) days of its submission or objection to the ADR process.
- (b) Where a party fails to submit within the stipulated period, the ADR Judge shall order that party to appear before him or her and shall make such orders and give such directions as are considered appropriate in the circumstances.
- (c) Where a party fails to appear before the ADR Judge as directed under paragraph (b) above, such failure shall be treated as contempt of court, and the ADR Judge shall make such orders as are considered appropriate, including the imposition of fines or costs.

Proviso — Walk-in Matters: In walk-in matters and direct intervention matters where no court referral order has been made, the contempt sanction under

paragraph (c) above shall not apply to a party's failure to attend or engage with the ADR process. In such cases, the ADR Judge may make a costs order against the non-attending party, payable before any rescheduled session, but shall not treat non-attendance as contempt of court. The voluntary nature of mediation under Section 75 of the AMA 2023 shall be respected in all walk-in and direct intervention matters.

The ADR Judge shall, in all matters arising under this Rule, be deemed to act under the delegated authority of the Honourable Chief Judge.

RULE 7: THE ADR AGREEMENT

Prior to the commencement of any ADR proceedings, the parties shall enter into a written agreement (the "ADR Agreement") governing the confidentiality of the process and the conduct of the parties and the ADR Expert during the proceedings. The ADR Agreement shall be in such form as the GSMDC may prescribe.

PART III — ADR EXPERTS, PROCEEDINGS, AND SETTLEMENT

RULE 8: APPOINTMENT OF THE ADR EXPERT

- (a)** Upon filing of a request for ADR, the GSMDC will, subject to the parties' approval, appoint a qualified ADR Expert from its panel of accredited neutrals, or alternatively provide parties with a shortlist of qualified ADR Experts to choose from.
- (b)** There shall be a single ADR Expert appointed unless the parties or the GSMDC advise otherwise.
- (c)** If by mutual agreement of the parties, or the contract between them, an ADR Expert is named, or a method of appointing an ADR Expert is stipulated, the person so named or the method so stipulated shall be followed.
- (d)** In the event that the parties are unable to agree within seven (7) days from the date of the notice initiating the ADR, on the choice of the ADR Expert, the GSMDC shall, at the request of either party, decide the issue for the parties having consulted with them.

- (e) The GSMDC is authorised to appoint a substitute ADR Expert where both parties are not satisfied with the appointed person, or if the appointed person is unable or unwilling to serve.
- (f) The prospective ADR Expert shall by accepting the appointment be deemed to make himself or herself available to conduct the ADR expeditiously and professionally.

RULE 9: QUALIFICATIONS OF THE ADR EXPERT

- (a) In appointing an ADR Expert, such person shall either be:
 - (1) a serving or retired Judge or Magistrate; or
 - (2) a person with considerable relevant experience in their particular area of ADR practice who has been trained and duly certified by a recognised and reputable professional organisation, including but not limited to CIARB, ICMC, NCMG, SPIDR, CEDR, or AFMA.
- (b) No person shall serve as an ADR Expert in any dispute in which he or she has any financial or personal interest in the outcome, except with the prior written consent of all parties.
- (c) Every prospective ADR Expert shall, prior to accepting an appointment, disclose in writing any circumstance likely to create a reasonable apprehension of bias, including any prior relationship or dealings with any of the parties.
- (d) Upon receipt of such a disclosure, the GSMDC shall either replace the ADR Expert or communicate the information to the parties and invite their comments.
- (e) In recommending or appointing an ADR Expert, the GSMDC shall have regard to all considerations likely to secure the appointment of an independent, impartial, and experienced practitioner.
- (f) The ADR Expert shall at all times abide by the terms of these Practice Directions, the ADR Agreement, the ADR Rules, 2026 (where applicable), and all other relevant professional and regulatory guidelines.
- (g) Director and Qualified Staff as ADR Experts: The Director of the ADR Directorate and other qualified members of staff of the Directorate may be appointed as ADR Experts, subject to the following conditions:

- (i) the Director or staff member holds the qualifications prescribed in paragraph (a) above;
- (ii) both parties consent in writing to the appointment;
- (iii) no conflict of interest exists, and full written disclosure is made of all concurrent institutional roles and any other circumstance that could give rise to a reasonable apprehension of bias;
- (iv) the appointment is approved by the Honourable Chief Judge or the Designated ADR Judge; and
- (v) where the Director is appointed as ADR Expert, all administrative functions of the Directorate in those proceedings shall be delegated to a senior officer designated in writing by the Designated ADR Judge — not by the Director — and the parties shall be notified accordingly.

RULE 10: ROLE OF THE ADR EXPERT

- (a) The role of the ADR Expert is to assist the parties in an impartial and neutral manner in their attempt to reach an amicable settlement of their dispute. The ADR Expert does not have authority to impose a settlement on the parties.
- (b) The ADR Expert shall, in conducting the proceedings, take into account the nature and circumstances of the dispute, the underlying interests of the parties, and the need for a speedy settlement of the dispute.
- (c) The ADR Expert is authorised to end the ADR process whenever, in the judgment of the ADR Expert, further effort at ADR would not contribute to a resolution of the dispute.
- (d) The ADR Expert may assist the parties in drawing up a Settlement Agreement.

RULE 11: ROLE OF COUNSEL

It shall be the responsibility of counsel representing parties at the GSMDC to:

- (a) ensure that their clients accord due respect to all notices, invitations, and directions issued by the GSMDC;
- (b) ensure the attendance of their clients at every ADR session;

- (c) explore with their clients all available options with a view to ensuring the speedy and successful conclusion of the ADR process;
- (d) observe and uphold the confidentiality of all ADR sessions and proceedings;
- (e) embrace the spirit of ADR by adopting an advisory role and allowing the parties to take the lead in negotiations and settlement discussions; and
- (f) conduct themselves in a cooperative and constructive manner and encourage their clients to do the same.

RULE 12: ROLE OF THE PARTIES

It shall be the responsibility of the parties to:

- (a) attend all ADR sessions personally or through a duly authorised representative with full authority to negotiate and conclude a settlement on their behalf;
- (b) participate in the ADR sessions in good faith, without seeking undue adjournments or causing unwarranted delays;
- (c) prepare adequately for each ADR session, engage actively in the process, and demonstrate a genuine willingness to explore settlement options;
- (d) observe and maintain the confidentiality of all ADR sessions, proceedings, and documents; and
- (e) cooperate fully with the ADR Expert and with all other parties throughout the ADR process.

RULE 13: ROLE OF THE COURTS

It shall be the responsibility of all Judges of the High Court of Justice, Gombe State, and all Magistrates and Area Court Judges to:

- (a) actively manage and control proceedings before them and make appropriate orders encouraging the adoption of ADR as a means of resolving disputes;
- (b) refer parties to the GSMDC, where appropriate, to explore the possibility of settling their disputes through ADR; and
- (c) adopt and enforce, as judgments or orders of the court, Terms of Settlement duly concluded at the GSMDC.

RULE 14: DATE, TIME, AND PLACE OF ADR

- (a)** The ADR Expert shall, in conjunction with the GSMDC and the parties, fix the dates and times for each ADR session. ADR sessions shall be held at the appropriate offices of the GSMDC or at such other convenient location as is agreed upon by the ADR Expert and the parties.
- (b)** The interval between consecutive ADR sessions shall not exceed ten (10) days, unless the ADR Expert otherwise directs for good cause shown.
- (c)** The dates and times fixed for ADR sessions shall exclude Public Holidays, save that, with the consent and agreement of all parties, ADR proceedings may be conducted on Public Holidays.
- (d)** The ADR Expert shall exercise all due diligence in encouraging the parties to reach a settlement within a maximum of three (3) ADR sessions. Where mediation sessions extend beyond three sessions, the ADR Expert shall notify the GSMDC in writing of the status of proceedings, stating the number of sessions held and confirming that further sessions are, in the ADR Expert's professional judgment, likely to contribute to a resolution of the dispute. This notification is for administrative and case management purposes only and does not require institutional approval. The ADR Expert's professional discretion to continue or terminate the proceedings under Rule 10(c) is preserved in all circumstances.
- (e)** Language Access: Where a party or representative requires interpretation into Hausa or any other language, the GSMDC shall arrange for qualified interpretation services. The cost of interpretation shall be shared equally between the parties, unless the Designated ADR Judge otherwise directs.

RULE 15: REPRESENTATION OF PARTIES AND ATTENDANCE AT SESSIONS

- (a)** Each party shall be properly represented at every ADR session. A party who is unable to attend a scheduled session shall notify the GSMDC at least 24 hours before the scheduled session.
- (b)** Failure to comply with this Rule shall attract a penalty fee of Ten Thousand Naira (N10,000.00) per session missed, or such other amount

as may be directed from time to time by the ADR Judge. Such penalty fee shall be immediately payable by the offending party.

- (c) Non-payment of any penalty fee imposed under paragraph (b) above shall not be treated as contempt of court. The GSMDC may recover any unpaid penalty fee as a civil debt or may reschedule the session at the defaulting party's cost.
- (d) The parties may be represented by persons of their choice, provided that such representatives hold valid written authority to negotiate and settle the dispute on behalf of the parties.
- (e) The names and contact details of all authorised representatives shall be communicated in writing to all other parties and to the GSMDC at least two (2) days before the first ADR session or before any subsequent session at which a change of representation is to take effect.

RULE 16: THE ADR PROCESS

- (a) The ADR Expert is authorised to conduct joint and separate sessions with the parties as he or she deems appropriate in the circumstances.
- (b) No formal record or transcript of any ADR session shall be made without the prior written consent of all parties.
- (c) Each party shall cooperate in good faith with the ADR Expert and with all other parties to advance the ADR process as expeditiously as possible.
- (d) Each party may, through the GSMDC, submit to the ADR Expert documentation which that party wishes to disclose in confidence to the ADR Expert but not to any other party. Such documentation shall be clearly marked as confidential and the ADR Expert shall treat it accordingly.
- (e) At any stage of the ADR process, the ADR Expert may request a party to provide such additional information as the ADR Expert considers necessary.
- (f) Where the parties are unable to reach a settlement and all parties request it and the ADR Expert agrees, the ADR Expert may produce for the parties a non-binding recommendation on terms of settlement. Such recommendation shall not purport to anticipate the decision of any court

but shall reflect what the ADR Expert considers fair and appropriate settlement terms. The formal Mediator's Proposal procedure under Section 76 of the AMA 2023 is set out in detail in the Mediation Procedure 2026 at Schedule B.

- (g) All reasonable endeavours shall be made to conclude the ADR process, including the signing of the Settlement Agreement and its endorsement by the ADR Judge or Referral Judge, within thirty (30) days of the appointment of the ADR Expert.

RULE 17: CONFIDENTIALITY

Every person involved in any ADR proceeding conducted under these Practice Directions shall maintain the confidentiality of the following:

- (a) the ADR proceedings themselves, unless otherwise agreed by all parties and the ADR Expert;
- (b) all information, whether given orally, in writing, or otherwise, produced for or arising in relation to the ADR process, including the Settlement Agreement, except to the extent necessary to implement and enforce any such settlement;
- (c) any proposals made or views expressed by the ADR Expert or any of the parties during the proceedings;
- (d) all records, reports, notes, and other documents produced in the course of the ADR process, which shall be without prejudice, privileged, and not admissible as evidence in any subsequent arbitral, judicial, or other proceedings, except for any document or information which would in any event have been admissible or discoverable in such proceedings; and
- (e) the identity of the ADR Expert and the GSMDC. None of the parties shall call the ADR Expert, the GSMDC, or any employee, consultant, or representative of the GSMDC as a witness, consultant, arbitrator, or expert in any proceedings arising from or in connection with the dispute.

The confidentiality obligations imposed by this Rule shall continue to bind all parties and the ADR Expert after the conclusion of the ADR process.

RULE 18: SETTLEMENT AGREEMENT

- (a) Where the ADR Expert is of the view that there are elements of a possible settlement acceptable to the parties, he or she may formulate possible terms of settlement and submit them to the parties for their consideration.
- (b) Upon receipt of the proposed terms, each party shall communicate its acceptance, reservations, observations, or recommendations to the ADR Expert within two (2) days of receipt.
- (c) Having considered the parties' responses, the ADR Expert may reformulate the proposed terms in the light of the observations, reservations, and recommendations received.
- (d) Any party may, on its own initiative or at the invitation of the ADR Expert, submit proposals for the settlement of the dispute.
- (e) Upon the resolution of the dispute, the parties shall draw up and execute a written Settlement Agreement (Form ADR MED-08) embodying the agreed terms.
- (f) Where requested by the parties, the ADR Expert shall draw up or assist the parties in drawing up the Settlement Agreement.
- (g) Upon execution of the Settlement Agreement, the parties shall be bound by its terms, which shall be enforceable in the manner provided under Rule 19 of these Practice Directions.

RULE 19: ENFORCEMENT

Upon being reduced to writing and executed by the parties, the Settlement Agreement shall be forwarded to: (a) the Referral Judge or Magistrate, in the case of court-referred matters; or (b) the ADR Judge, in the case of walk-in and direct intervention matters, for endorsement, and upon such endorsement the Settlement Agreement shall be deemed to be a judgment of the court and shall be enforceable accordingly, in accordance with Section 80 of the AMA 2023.

Note: Even without court endorsement, a Settlement Agreement executed by all parties is immediately binding and enforceable as a contract between the parties by virtue of Section 79 of the AMA 2023. Court endorsement under Section 80 is the additional step that gives the Settlement Agreement the full coercive

enforcement powers of a court judgment. It is the recommended procedure for all matters handled at the GSMDC.

RULE 19A: SETTING ASIDE A SETTLEMENT AGREEMENT — SECTION 81, AMA 2023

1. A Settlement Agreement concluded through mediation at the GSMDC may be set aside by the Court only on the following limited grounds, as provided by Section 81 of the Arbitration and Mediation Act, 2023: (a) a party to the mediation agreement was under some incapacity; (b) the Settlement Agreement is null and void, inoperative, or incapable of being performed under applicable law; (c) the Settlement Agreement was induced by fraud, misrepresentation, or corruption; (d) there was a serious breach by the ADR Expert or Mediator of applicable professional standards, without which breach a party would not have entered into the Settlement Agreement; or (e) granting relief would be contrary to public policy.
2. Parties and their legal representatives are advised that the grounds for setting aside a Settlement Agreement are narrow and specific. A party that signs a Settlement Agreement in good faith and with full authority will find it very difficult to avoid compliance.
3. An application to set aside a Settlement Agreement under this Rule shall be made to the High Court of Justice, Gombe State.

RULE 20: TERMINATION

The ADR proceedings shall be terminated:

- (a) by the execution of a Settlement Agreement by the parties;
- (b) by a written declaration of the ADR Expert to the effect that further efforts at ADR would no longer be productive or worthwhile; or
- (c) by such other determination of the GSMDC as, in its opinion, warrants a termination of the proceedings.
- (d) Impasse Report in Court-Referred Matters: Where the ADR Expert declares an impasse in a court-referred matter, the GSMDC shall report the impasse to the Referral Judge through the Registry in a sealed envelope marked "Confidential — Not to be Opened Without Court

Order", and placed on the court file. The report shall be factual and neutral and shall not disclose the substance of any confidential communication made during the ADR proceedings. Such a report is an administrative act only and does not relieve the Directorate or the parties of their confidentiality obligations under Rule 17 and Sections 88 and 90 of the AMA 2023.

PART IV — FEES, WAIVERS, AND COSTS

RULE 21: EXPENSES, FEES, AND COSTS

- (a) Parties are required to pay a non-refundable administrative fee upon submission of the Statement of Issues, the Statement in Response, or at such other time as may be directed by the GSMDC.
- (b) Parties are also required to pay session fees before the commencement of each ADR session or at such other time as may be directed by the GSMDC.
- (c) All other incidental expenses shall be borne equally by the parties, unless they agree otherwise.
- (d) The expenses of witnesses, if any, called by a party shall be borne by that party.
- (e) All fees and expenses shall be paid to the GSMDC in accordance with its published Schedule of Fees and terms and conditions of service.

RULE 21A: FEE DISPUTE MECHANISM

1. Any dispute as to the quantum of the Directorate's fees or administrative charges shall be referred to the Honourable Chief Judge for determination. The Chief Judge's decision on any fee dispute shall be final.
2. Where a party disputes the Directorate's fees and such dispute is referred to the Chief Judge under this Rule, the Chief Judge may direct the release of any lien on an Award or Settlement Agreement pending the determination of the fee dispute.

3. The pendency of a fee dispute shall not automatically prevent the enforcement of a Settlement Agreement or an Award, unless the Chief Judge otherwise directs.

RULE 21B: FEE WAIVER PROCEDURE

1. The Director may approve fee waivers or reductions in appropriate cases, particularly where: (a) the matter involves indigent parties; (b) it is in the public interest to do so; or (c) the parties are referred under a special government or donor-funded scheme.
2. A party seeking a fee waiver shall complete the Standard Fee Waiver Application Form (Form ADR GM 07) and submit it to the GSMDC. The form shall require the applicant to provide a declaration of means or such other evidence of indigency as the Director may require, benchmarked where appropriate against the criteria under the Legal Aid Act 2011.
3. The Director shall determine a fee waiver application within five (5) business days of receipt of a complete application.
4. A party whose fee waiver application is refused may appeal to the Designated ADR Judge, whose decision shall be final.
5. The Directorate shall maintain a record of all fee waiver applications and their outcomes as part of its Annual Report.

RULE 22: FEES OF THE ADR EXPERT

The amount and currency of the ADR Expert's fees, including the modalities and timing of payment, shall be fixed by the GSMDC having regard to the following: (a) the amount in dispute; (b) the nature and complexity of the subject matter of the dispute; (c) the time spent by the ADR Expert in the conduct of the proceedings; (d) such other relevant criteria as the GSMDC may consider appropriate; and (e) Award Writing Fee in Arbitration: Where a separate Award Writing Fee is applicable in arbitral proceedings, it shall be disclosed and agreed at the Case Management Conference stage and recorded in Procedural Order No. 1. Parties shall not be presented with an Award Writing Fee for the first time after the conclusion of the proceedings.

PART V — INSTITUTIONAL GOVERNANCE

RULE 23: PRIVACY

- (a) All ADR sessions shall be private. Other persons may attend only with the prior permission of all parties and with the consent of the ADR Expert.
- (b) No stenographic, audio, visual, or any other record of the ADR proceedings shall be made without the prior written consent of all parties.

RULE 24: SUSPENSION OF THE LIMITATION PERIOD

The parties agree that, to the extent permitted by applicable law, the running of the limitation period under any statute of limitations applicable to the dispute shall be suspended from the date of the commencement of the ADR proceedings until the date of their termination.

Note: Section 86 of the Arbitration and Mediation Act, 2023 provides that the commencement of mediation proceedings suspends the applicable limitation period automatically by operation of law — without requiring the parties' agreement. Section 86 is the primary authority. Rule 24 supplements Section 86 by extending the contractual suspension to ADR proceedings generally, including neutral evaluation and other non-mediation ADR mechanisms.

RULE 25: WAIVER OF LIABILITY

Neither the ADR Expert nor the GSMDC shall be liable to any party for any act or omission in connection with the services provided in relation to the ADR proceedings, unless the act or omission constitutes fraud or wilful misconduct. In such a case, only the individual person or persons directly responsible for the fraud or wilful misconduct shall bear liability for the consequences thereof.

RULE 26: SAVING AND DELEGATION

1. Nothing in these Practice Directions shall derogate from the inherent supervisory powers of the Honourable Chief Judge of Gombe State.
2. The Honourable Chief Judge may, in writing, delegate to the ADR Judge such functions as are necessary for the smooth operation of the GSMDC and the ADR Directorate.

3. All Rules, directives, or notices issued pursuant to these Practice Directions shall take effect as though issued directly under the hand and authority of the Honourable Chief Judge.

RULE 27: HYBRID ADR PROCESSES — MED-ARB AND ARB-MED

1. At any stage of arbitral proceedings conducted under the ADR Directorate (Arbitration) Rules, 2026, the parties may, by written agreement, apply to the Arbitral Tribunal to suspend the arbitral proceedings for a period not exceeding thirty (30) days to attempt mediation at the GSMDC.
2. The Arbitral Tribunal shall grant such application unless there are compelling reasons in the interests of justice not to do so.
3. The limitation period shall continue to be suspended during any mediation conducted pursuant to this Rule, in accordance with Section 86 of the AMA 2023.
4. If mediation under this Rule results in a settlement, the parties may request the Arbitral Tribunal to record the settlement as a Consent Award under the Arbitration Rules, 2026.
5. If mediation under this Rule does not result in a settlement, the arbitral proceedings shall be resumed from the point at which they were suspended, unless the parties otherwise agree.

RULE 28: MONITORING, ANNUAL REPORT, AND PERIODIC REVIEW

1. The Directorate shall maintain a dispute register recording all ADR proceedings commenced, managed, and concluded at the GSMDC, in compliance with the National Policy on Arbitration and ADR 2024-2028.
2. The Directorate shall publish an Annual Report of ADR proceedings, including the number of cases filed, the number settled, the average time to resolution, and user satisfaction data. The first Annual Report shall be published not later than twelve (12) months from the commencement date of these Practice Directions.

3. The Honourable Chief Judge shall cause a mandatory review of these Practice Directions and the Arbitration Rules to be conducted not later than two (2) years from the commencement date of these Practice Directions, with input from the Judiciary, the NBA Gombe Branch, and the business community.
4. The Schedule of Fees shall be reviewed not less than once every two (2) years to maintain alignment with inflation and the operational costs of the Directorate.
5. The Directorate shall, within twenty-four (24) months of the commencement date of these Practice Directions, develop and submit to the Honourable Chief Judge for approval a Traditional ADR Integration Protocol. The Protocol shall provide for: (a) the recognition of settlements reached through the Emirate Council of Gombe State or LGA-level traditional dispute resolution structures as enforceable agreements for the purposes of Section 79 of the AMA 2023, where the parties so request; (b) a referral pathway from traditional ADR proceedings to the GSMDC for formal endorsement of traditional settlements as consent judgments under Section 80 of the AMA 2023; and (c) the appointment of traditional rulers, district heads, or their nominees as ADR Experts or co-mediators for community, land, and family disputes, subject to the qualification requirements of Rule 9 of these Practice Directions and the written consent of all parties. Upon approval by the Honourable Chief Judge, the Protocol shall be issued as a Schedule to these Practice Directions and shall form an integral part thereof.
6. In developing the Traditional ADR Integration Protocol required under Rule 28(5), the Directorate shall consult with: the Gombe State Emirate Council; the Association of Local Government Chairmen of Gombe State; the Nigerian Bar Association, Gombe Branch; the Ministry of Justice, Gombe State; and such other bodies as the Honourable Chief Judge may direct. A report on the consultations conducted shall be submitted to the Honourable Chief Judge together with the proposed Protocol.

RULE 29: INSTITUTIONAL PARTNERSHIPS

1. The Directorate may enter into institutional partnership agreements with established ADR institutions, professional bodies, and development organisations for the purpose of:
 - (a) case management support;
 - (b) panel supply and arbitrator/mediator accreditation;
 - (c) practitioner training and certification; and
 - (d) funding and capacity building.
2. All institutional partnership agreements shall be approved by the Honourable Chief Judge before execution.
3. The Directorate shall explore partnership arrangements with the NBA Gombe Branch, the Gombe State Chamber of Commerce, and development partners including CEDR, LMDC, ICMC, GIZ-SEDIN, UNDP, and USAID Rule-of-Law programmes, with a view to subsidising training for Gombe State-based practitioners and building a critical mass of locally accredited ADR neutrals.

PART VI — SCHEDULE A: ARBITRATION RULES 2026

The Gombe State ADR Directorate (Arbitration) Rules, 2026, comprising Parts I through VIII (Rules 1 through 44) together with Annexes A through E and the Interpretive Schedule, are incorporated herein as Schedule A and form an integral part of these Practice Directions. The full text is set out in the Arbitration Handbook and Rules 2026 published by the ADR Directorate. Where both instruments apply to a particular situation, the Arbitration Rules shall prevail in respect of arbitral proceedings.

PART VII — SCHEDULE B: MEDIATION PROCEDURE 2026

The Gombe State Multi-Door Courthouse Mediation Procedure, 2026, comprising Stages 1 through 14, Annexes A through C, and the Mediation Timeline, is incorporated herein as Schedule B and forms an integral part of these Practice Directions, issued under the same constitutional authority as these Practice Directions. It supersedes and replaces Circular No. 2 of 2025 in its

entirety. The full text is set out in the Mediation Procedure 2026 published by the ADR Directorate.

PART VIII — SCHEDULE C: WORKING FORMS

The following forms are prescribed under these Practice Directions and are obtainable from the ADR Directorate/GSMDC:

Form No.	Title	Filed By / Purpose
ADR-S01	Case Intake and Registration	Registry — all proceedings
ADR-S02	Notice of Hearing / Session	Registry — all proceedings
ADR-S03	Confidentiality and ADR Agreement	All Parties — all proceedings
ADR ARB-01	Request for Arbitration	Claimant — arbitration
ADR ARB-02	Acknowledgment of Receipt	Registry — arbitration
ADR ARB-03	Answer to Request for Arbitration	Respondent — arbitration
ADR ARB-04	Notice of Counterclaim	Respondent — arbitration
ADR ARB-05	Notice of Arbitrator Appointment / Challenge	Parties / Registry — arbitration
ADR ARB-06	Arbitrator's Declaration of Independence and Impartiality	Arbitrator — arbitration
ADR ARB-07	Procedural Order No. 1 — Case Management	Arbitral Tribunal — arbitration
ADR ARB-08	Notice of Hearing	Registry / Tribunal — arbitration
ADR ARB-09	Redfern Schedule — Document Production	Parties — arbitration
ADR ARB-10	Final Arbitral Award	Arbitral Tribunal — arbitration
ADR ARB-11	Consent Award	Arbitral Tribunal — arbitration
ADR ARB-12	Request for Certified Copy of Award	Party — arbitration
ADR MED-01	Request for Mediation	Initiating Party — mediation
ADR MED-02	Invitation to Mediate	Registry — mediation
ADR MED-03	Response to Invitation / Agreement to Mediate	Other Party — mediation
ADR MED-04	Joint Mediation Agreement	All Parties — mediation
ADR MED-05	Mediator's Declaration of	Mediator — mediation

	Impartiality and Independence	
ADR MED-06	Pre-Mediation Instructions to Parties	Registry — mediation
ADR MED-07	Attendance Record	Registry — mediation
ADR MED-08	Settlement Agreement	All Parties + Mediator — mediation
ADR MED-09	Notice of Termination Without Settlement	Registry — mediation

PART IX — SCHEDULE OF FEES

The following Schedule of Fees is issued pursuant to Rule 21 of these Practice Directions. All fees are payable in advance unless otherwise directed by the Director. The Schedule shall be reviewed not less than once every two (2) years.

A. MEDIATION SERVICES

S/No.	Item	Fee (N)	Notes
1.	Filing of Request for Mediation	N5,000	Non-refundable; includes registration
2.	Administrative Fee	N5,000	Based on case complexity
3.	Mediator's Fee — disputes below N5,000,000	N10,000 flat (up to 3 sessions)	Tiered structure
4.	Mediator's Fee — disputes N5,000,000 to N50,000,000	N10,000 per session (max N60,000)	Cap introduced
5.	Mediator's Fee — disputes above N50,000,000	Negotiated at intake	
6.	Settlement Agreement Drafting	N10,000	Payable after successful settlement
7.	Certification of Settlement Agreement	N5,000	Optional

B. ARBITRATION SERVICES

S/No.	Item	Fee (N)	Notes
1.	Filing of Request for Arbitration	N10,000	Includes case registration

2.	Administrative Fee — claims up to N100,000,000	2% of claim value (N50,000 min; N500,000 max)	
3.	Administrative Fee — claims above N100,000,000	N500,000 + 1% of excess above N100,000,000 (N5,000,000 maximum cap)	Biennial review applies
4.	Arbitrator's Fee	N20,000 to N50,000 per sitting	Subject to complexity
5.	Award Writing Fee	N50,000 to N100,000 (agreed and disclosed at CMC stage)	Disclosed at CMC; not post-Award

C. TRAINING AND CAPACITY BUILDING

S/No.	Item	Fee (N)	Notes
1.	Mediation Skills Training (40 hrs)	N250,000 per participant	Includes materials and certification
2.	Arbitration Skills Course (40 hrs)	N300,000 per participant	Includes materials and certification
3.	Subsidised / donor- funded cohort	To be determined	Subject to NBA Gombe/development partner funding

D. OTHER SERVICES

S/No.	Item	Fee (N)	Notes
1.	Certification of Documents	N50 per page	Official Directorate stamp and signature
2.	Photocopying	N50 (B&W); N150 (colour)	
3.	Room Hire for Private ADR	N10,000 per session	Without Directorate neutrals
4.	Case File Retrieval	N5,000	Retrieval from archives

E. WAIVERS AND REDUCTIONS

Fee waivers and reductions are available in appropriate circumstances under Rule 21B of these Practice Directions. Applications shall be made using Form ADR GM 07. The Director shall determine all applications within five (5) business days. A refused application may be appealed to the Designated ADR Judge. Grounds include: (a) indigent parties (assessed against Legal Aid Act

2011 criteria); (b) public interest matters; and (c) government or donor-funded referrals.

These Practice Directions are made at Gombe this ____26th ____ day of ____June,____ 2026.

SGD:

HON. JUSTICE HALIMA S. MOHAMMED

*Chief Judge of Gombe State
High Court of Justice, Gombe State*

SGD:

M. T. JUNGUDO, ESQ.

*Deputy Chief Registrar (ADR) / Director
ADR Directorate and Gombe State Multi-Door Courthouse
High Court of Justice, Gombe State*