

**IN THE GOMBE STATE MULTI-DOOR COURTHOUSE
ADR DIRECTORATE HIGH COURT OF JUSTICE, GOMBE STATE**

MEDIATION PROCEDURE

2026

*Issued pursuant to the Gombe State Multi-Door Courthouse Practice Directions
No. 2 of 2026,
the Gombe State ADR Directorate (Arbitration) Rules, 2026,
and the Arbitration and Mediation Act, 2023.*

Dated this 26th day of June, 2026

SGD:
HON. JUSTICE HALIMA S. MOHAMMED
Chief Judge of Gombe State

FOREWORD

By the Honourable Chief Judge of Gombe State

The Gombe State Multi-Door Courthouse Mediation Procedure 2026 is the authoritative procedural guide for all mediation proceedings conducted at the Gombe State Multi-Door Courthouse (GSMDC). It is issued under the constitutional authority of the Chief Judge pursuant to Section 274 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended), as a Schedule to the Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026.

This Procedure reflects the Arbitration and Mediation Act, 2023, in full. The BATNA/WATNA analysis framework in Stage 9, the Mediator's Proposal procedure in Stage 11.3, and the AMA/Practice Directions alignment table in Part I are commended as models of best practice and are preserved in their entirety.

I commend this Procedure to all mediators, parties, counsel, and court officers engaged with the GSMDC's mediation services.

SGD:

HON. JUSTICE HALIMA S. MOHAMMED

Chief Judge of Gombe State

High Court of Justice, Gombe State

26th June, 2026

DIRECTOR'S PREFACE

Gombe State Multi-Door Courthouse Mediation Procedure, 2026

The Gombe State Multi-Door Courthouse Mediation Procedure, 2026, approved by the Honourable Chief Judge on the 26th of June 2026, is not merely a revised circular or an updated procedural guide. It is a transformation. Its most important feature — the one that distinguishes it most clearly from everything that preceded it — is its constitutional basis. This Procedure is issued as Schedule B to the Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026, under the authority of the Honourable Chief Judge pursuant to Section 274 of the Constitution of the Federal Republic of Nigeria, 1999 (as amended). It supersedes and replaces Circular No. 2 of 2025 in its entirety. That Circular, while useful in its time, lacked constitutional authority. This Procedure does not.

The significance of that change cannot be overstated. Every stage of this Procedure — the fourteen stages of the Mediation Roadmap, the BATNA/WATNA framework, the Mediator's Proposal mechanism, the impasse reporting procedure, the Settlement Agreement template, the termination protocol — now carries the full weight of Practice Directions issued by the Chief Judge of Gombe State. That is the foundation on which the GSMDC's mediation practice will be built.

This Procedure also gives full institutional expression, for the first time at the GSMDC, to Part III of the Arbitration and Mediation Act, 2023 — Sections 69 to 90. The AMA 2023 introduced the most comprehensive statutory mediation framework Nigeria has ever had: binding settlement agreements (Section 79), court endorsement as consent judgment (Section 80), statutory confidentiality (Section 88), permanent inadmissibility of mediation communications (Section 90), and automatic suspension of the limitation period (Section 86). Every one of these provisions has been given practical procedural expression in the stages, forms, and guidance notes of this Procedure. The AMA 2023/Practice Directions alignment table at Part I makes the relationship between statute and procedure explicit and accessible.

Two other features of this Procedure deserve acknowledgment. The BATNA/WATNA framework at Stage 9 — commended by the external reviewers as publication-quality and a model of best practice — is preserved

intact and in full. And the post-rejection Mediator's Proposal procedure at Stage 11.3(e) — which permits a revised Proposal where the Mediator's professional judgment supports it — adds a layer of practical sophistication to the impasse-breaking toolkit that many institutional mediation procedures lack.

The Directorate records with genuine warmth its appreciation to Ayuba Rabi, Esq., LL.M, MCI Arb (UK), and Hauwa K. Usman, Esq., FCI Arb (UK), of G. R. Ayuba and Co. / NCCDRC, whose detailed and constructive review of the earlier draft of this Procedure produced improvements that are visible throughout the final text. Their overall assessment — that the Procedure was "publication-quality" and "substantially AMA 2023 compliant" — was an encouragement to the Directorate and a standard to maintain. The Directorate is equally grateful to Ibrahim M. Attahir, Esq., of Taufiq Law Office, for his earlier observations, and to the dedicated staff of the ADR Directorate, whose patient, professional support of every stage of this project has been a quiet but essential contribution.

And to the Honourable Chief Judge, Hon. Justice Halima S. Mohammed — whose support for this Procedure, from the earliest discussions about elevating it from a Circular to a Schedule of the Practice Directions through to its approval on the 26th of June 2026 — the Directorate owes its deepest gratitude. It is no small thing to give an institution the space to grow, the authority to act, and the confidence to do things properly. Her Lordship has given the GSMDC all three.

This Procedure is now in force. May it serve every person who comes to the GSMDC in search of a fair, affordable, and dignified resolution of their dispute.

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

TABLE OF CONTENTS

FOREWORD — *Hon. Chief Judge*

DIRECTOR'S PREFACE — *Director, ADR Directorate*

PART I — *Legal Framework — AMA 2023 and Practice Directions No. 2 of 2026*

PART II — *Step-by-Step Mediation Roadmap (Stages 1 to 14)*

Stage 1 — Pre-Mediation — Eligibility and Pre-Conditions

Stage 2 — Request for Mediation — Filing and Registration

Stage 3 — Submission by the Other Party

Stage 4 — Appointment of the Mediator

Stage 5 — The ADR Agreement and Preparation

Stage 6 — Opening Session — Introduction and Ground Rules

Stage 7 — Joint Sessions — Identifying Issues and Interests

Stage 8 — Private Sessions (Caucuses)

Stage 9 — BATNA and WATNA Analysis — Private Reality-Check Sessions

Stage 10 — Negotiation and Generation of Options

Stage 11 — Impasse and Deadlock — Mediator's Proposal and Report

Stage 12 — Reaching Agreement — The Settlement Agreement

Stage 13 — Enforcement of the Settlement Agreement

Stage 14 — Termination Without Settlement

Annex A — Summary of Required Forms

Annex B — Mediation Timeline Overview

Annex C — Settlement Agreement (Form ADR MED-08)

SCHEDULE A — *Working Forms — Mediation and Shared Forms (Forms Index and 12 Forms)*

PART I — LEGAL FRAMEWORK

1. Governing Law

This Procedure operates within the following legal framework, in order of precedence:

1. Arbitration and Mediation Act, 2023 (AMA 2023) — Part III (Sections 69 to 90): the primary federal legislation governing mediation in Nigeria.
2. Gombe State Multi-Door Courthouse Practice Directions No. 2 of 2026: the institutional rules governing the GSMDC, of which this Procedure forms Schedule B.
3. This Procedure: a practical guide that operationalises both instruments and provides step-by-step guidance for all parties, mediators, and court officials.

In the event of any conflict between the Practice Directions and the AMA 2023, the AMA 2023 shall prevail.

2. Key Provisions of the AMA 2023 Relevant to Mediation at the GSMDC

AMA 2023 Provision	Subject and GSMDC Application
Section 69	Definition and scope of mediation — applies to all mediation conducted in Nigeria unless expressly excluded
Section 71	Mediation agreement must be in writing — the ADR Agreement (Form ADR-S03) executed at Stage 5 constitutes this agreement
Section 73	Mediator selection — parties have full freedom to agree on procedure; GSMDC institutional qualifications in Rule 9 of Practice Directions govern appointments
Section 74	Mediator's continuing duty of disclosure — not a one-time pre-appointment formality
Section 75	Mediator's broad discretion as to conduct of proceedings — statutory basis for joint sessions, caucuses, BATNA/WATNA, and Mediator's Proposal

Section 76	Mediator's Proposal — expressly empowers the Mediator to make a formal settlement proposal at any stage
Section 79	Binding effect of settlement agreement as a contract upon execution — does not require court endorsement
Section 80	Recording the settlement as a consent judgment of the court — the recommended step for all GSMDC matters
Section 81	Grounds for setting aside a settlement agreement (narrow and specific) — addressed in Rule 19A of the Practice Directions No. 2 of 2026
Section 83	Mediator immunity for good-faith acts
Section 86	Automatic suspension of the limitation period by operation of law — does not require party agreement
Section 88	Statutory confidentiality of mediation proceedings
Section 90	Statutory inadmissibility of mediation communications in subsequent proceedings

3. AMA 2023 / Practice Directions Alignment Table

The following table identifies how the key provisions of the AMA 2023 align with, supplement, or go beyond the Practice Directions No. 2 of 2026 and this Procedure:

Subject	AMA 2023	Practice Directions 2026	This Procedure	Note
Mediation agreement in writing	Section 71	Rule 7	Stage 5	Aligned
Mediator's duty of disclosure	Section 74	Rules 9(c), 9(d)	Stage 4.4	Aligned
Mediator's immunity	Section 83	Rule 25	Stage 4.3(f)	Aligned
Binding settlement	Section 79	Rule 18(g)	Stage 12.3	Aligned

agreement				
Settlement as consent judgment	Section 80	Rule 19	Stage 13	Aligned
Setting aside settlement agreement	Section 81	Rule 19A	Stage 12.3	Section 81 grounds now in Rule 19A
Suspension of limitation period	Section 86	Rule 24	Stages 11.5, 14.2(d)	Section 86 is primary — automatic
Confidentiality (statutory)	Section 88	Rule 17	Stages 8.2, 9.4, 11.4, 14.2	Aligned
Without-prejudice / inadmissibility	Section 90	Rule 17(d)	Stages 6, 8, 9.4, 11	Section 90 is stronger — statutory
Language access	No specific provision	Rule 14(e)	Stage 5.3	Hausa interpretation provided for

PART II — STEP-BY-STEP MEDIATION ROADMAP (STAGES 1 TO 14)

Note: This Roadmap operationalises the governing instruments — the Practice Directions No. 2 of 2026 and the AMA 2023. In the event of any inconsistency, the Practice Directions and the AMA 2023 shall prevail. Each Stage is cross-referenced to the applicable AMA 2023 provision and Practice Direction Rule.

STAGE 1 — PRE-MEDIATION: ELIGIBILITY AND PRE-CONDITIONS

1.1 Is the Dispute Suitable for Mediation?

Mediation is generally appropriate for:

- (a) commercial and contractual disputes;
- (b) landlord and tenant disputes;
- (c) family and matrimonial property disputes;
- (d) employment and workplace disputes;
- (e) community and neighbourhood disputes;

(f) civil tort claims; and

(g) any other civil dispute where parties are willing to engage in good-faith negotiations.

Mediation is generally not appropriate where:

(a) a party requires an urgent injunction or court order for immediate protection of a right or asset;

(b) criminal conduct is alleged, though civil aspects may be mediated; or

(c) a party refuses to participate voluntarily and cannot be compelled by a court referral order.

1.2 Voluntary Participation or Court Referral

(a) Voluntary Walk-In: Any party may file a request for mediation without a prior court order.

(b) Court Referral: A Judge, Magistrate, or Area Court Judge may refer parties to the GSMDC by Enrolment of Order or Referral Letter.

(c) Contractual Mediation Clause: Where the parties' contract requires mediation before arbitration or litigation, the relevant clause should be brought to the GSMDC at filing.

(d) Direct Intervention: The GSMDC may, on its own initiative, invite disputing parties to attempt mediation, subject to the conditions in Rule 4(6) of the Practice Directions No. 2 of 2026 — prior ADR Judge approval; public interest or community concern dimension; no sanction for refusal.

[Rules 3 and 4 — Practice Directions No. 2 of 2026]

STAGE 2 — REQUEST FOR MEDIATION: FILING AND REGISTRATION

2.1 How to File: The Initiating Party files a written Request for Mediation (Form ADR MED-01) directly at the GSMDC office, or by registered post, or by email where confirmed by the GSMDC.

2.2 Content of Request:

(a) full names, addresses, telephone numbers, and email addresses of all parties;

- (b) names and contact details of any legal representatives;
- (c) a concise statement of the nature of the dispute;
- (d) the outcome or relief sought; and
- (e) copies of any relevant documents.

2.3 Number of Copies: The Initiating Party shall file three (3) copies with the GSMDC and serve one (1) copy on every other party.

2.4 Payment of Filing Fee: A non-refundable filing fee is payable upon submission. The GSMDC will issue a receipt.

2.5 Registration: Upon receipt and payment, the GSMDC shall:

- (a) register the matter and open a case file;
- (b) issue a case reference number; and
- (c) send a Notice of Referral to all other parties.

[Rule 5 — Practice Directions No. 2 of 2026]

STAGE 3 — SUBMISSION BY THE OTHER PARTY

3.1 Notice to Other Party: Upon registration, the GSMDC shall send a Notice of Referral to the other party inviting written submission within seven (7) days.

3.2 Failure to Respond — Court-Referred Matters: Where the other party fails to respond, the ADR Judge shall order that party to appear and shall make such orders as are appropriate. A party's failure to appear before the ADR Judge in a court-referred matter shall be treated as contempt of court.

3.3 Walk-in Matters: In walk-in matters, failure to attend shall not be treated as contempt of court. The ADR Judge may make a costs order against the non-attending party, payable before any rescheduled session, in accordance with Rule 6 (Proviso) of the Practice Directions No. 2 of 2026. The voluntary nature of mediation under Section 75 of the AMA 2023 shall be respected.

- 3.4 Confirmation of Consent:** Once both parties consent, the GSMDC shall:
- (a) confirm the case in writing;
 - (b) notify parties of next steps including Mediator appointment;
 - and (c) request parties to submit a brief Statement of Issues.

[Rule 6 — Practice Directions No. 2 of 2026]

STAGE 4 — APPOINTMENT OF THE MEDIATOR

4.1 Method of Appointment:

- (a) By Agreement: parties jointly nominate from the GSMDC panel;
- (b) By Shortlist: if parties cannot agree, the GSMDC provides a shortlist for selection within 7 days;
- (c) By GSMDC: if no agreement after 7 days, the GSMDC appoints;
- (d) Named Mediator: where the parties' contract names a Mediator or method, that shall be followed.

4.2 Qualifications of the Mediator: Every Mediator at the GSMDC must satisfy one of:

- (a) a serving or retired Judge or Magistrate; or
- (b) a person with considerable relevant experience trained and certified by a recognised professional organisation including CIARB, ICMC, NCMG, SPIDR, CEDR, or AFMA.

4.3 Director and Qualified Staff as Mediators: The Director of the ADR Directorate and qualified staff may be appointed as Mediators, subject to:

- (a) the Director or staff member holds the qualifications in paragraph 4.2;
- (b) both parties consent in writing;
- (c) no conflict of interest exists and full written disclosure is made of all concurrent institutional roles and any other relevant circumstance;
- (d) appointment is approved by the Honourable Chief Judge or the Designated ADR Judge;

(e) all administrative functions are delegated to a senior officer designated in writing by the Designated ADR Judge — not by the Director — and the parties are notified accordingly; and

4.4 Disclosure and Impartiality: Before accepting appointment and throughout proceedings, every proposed Mediator must disclose in writing any circumstances that could give rise to a reasonable apprehension of bias. This is a continuing obligation under Section 74 of the AMA 2023.

[Rule 9 — Practice Directions No. 2 of 2026 | Sections 73 and 74 — AMA 2023]

STAGE 5 — THE ADR AGREEMENT AND PREPARATION

5.1 Execution of the ADR Agreement: Before the first session, all parties and the Mediator shall execute a written ADR Agreement (Form ADR-S03). The Agreement shall govern:

- (a) confidentiality of proceedings;
- (b) the voluntary and without-prejudice nature of the process;
- (c) the authority of any representative to settle;
- (d) fees and costs; and
- (e) consent to the named Mediator's appointment.

5.2 Pre-Mediation Statements: Before the opening session, the GSMDC may require each party to submit a brief Statement of Issues setting out:

- (a) the party's understanding of the dispute;
- (b) the outcome sought; and
- (c) documents for the Mediator to review in advance.

Pre-Mediation Statements are for the Mediator's eyes only and shall not be shared with other parties without the submitting party's express consent.

5.3 Logistics and Confirmation: The Mediator, in conjunction with the GSMDC, shall:

- (a) fix the date, time, and venue for the opening session;
- (b) confirm the format of sessions; and

- (c) arrange qualified interpretation services where a party or representative requires interpretation into Hausa or any other language. The cost of interpretation shall be shared equally between the parties unless the Designated ADR Judge otherwise directs.

[Rules 7 and 14(e) — Practice Directions No. 2 of 2026 / Section 71 — AMA 2023]

Note on Attendance Authority: Every representative attending a session on behalf of a party MUST hold written authority to negotiate and settle on that party's behalf. Names and contact details must be communicated to the GSMDC at least two (2) days before the first session.

STAGE 6 — OPENING SESSION: INTRODUCTION AND GROUND RULES

6.1 Purpose of the Opening Session:

- (a) introduce the Mediator and all participants;
- (b) explain the mediation process and ground rules;
- (c) confirm all parties have signed the ADR Agreement;
- (d) allow each party to present an uninterrupted opening statement; and
- (e) identify and agree the key issues to be addressed.

6.2 Mediator's Opening Statement: The Mediator shall:

- (a) welcome all parties;
- (b) confirm voluntary participation;
- (c) explain the Mediator's role as neutral facilitator — not adjudicator;
- (d) explain the process structure;
- (e) confirm confidentiality and without-prejudice nature; and
- (f) establish ground rules for respectful engagement.

6.3 Parties' Opening Statements: Each party shall have an uninterrupted opportunity to present a brief opening statement covering:

- (a) background and history of the dispute;
- (b) key issues; and
- (c) the outcome hoped for.

[Rule 16(a) — Practice Directions No. 2 of 2026]

Note: No formal stenographic, audio, video, or other record of any session shall be made without prior written consent of all parties and the Mediator. Under Section 90 of the AMA 2023, nothing said, admitted, or disclosed during any session is admissible in any subsequent court or arbitral proceeding.

STAGE 7 — JOINT SESSIONS: IDENTIFYING ISSUES AND COMMON GROUND

7.1 Purpose of Joint Sessions:

- (a) clarify and narrow the issues in dispute;
- (b) identify underlying needs, interests, and priorities;
- (c) facilitate structured communication;
- (d) explore areas of common ground; and
- (e) reality-test each party's position.

7.2 Mediator's Role in Joint Sessions:

- (a) actively listen and summarise positions impartially;
- (b) ask questions to probe underlying interests;
- (c) reframe negative statements in neutral terms;
- (d) manage discussion to remain productive; and
- (e) identify and reflect back any points of agreement.

[Rule 10 — Practice Directions No. 2 of 2026]

STAGE 8 — PRIVATE SESSIONS (CAUCUSES)

8.1 What is a Caucus? A caucus is a private meeting between the Mediator and one party only, held separately from the other party. Caucuses allow the Mediator to:

- (a) explore underlying interests in a safe environment;

- (b) understand what a party is not willing to say openly;
- (c) reality-test each party's position;
- (d) explore settlement options in confidence; and
- (e) help parties move from rigid positions towards interests-based solutions.

8.2 Confidentiality of the Caucus: Everything disclosed in a caucus is strictly confidential. The Mediator shall not disclose to any other party what was said in a caucus without explicit consent of the disclosing party. This obligation arises under Rule 17 of the Practice Directions (contractual) and Section 88 of the AMA 2023 (statutory). Under Section 90 of the AMA 2023, caucus content is inadmissible in any subsequent proceedings.

8.3 Alternating Caucuses: The Mediator shall ensure all parties have equal and fair access to private caucus sessions.

[Rule 16(d), Rule 17 — Practice Directions No. 2 of 2026 | Sections 75, 88, 90 — AMA 2023]

STAGE 9 — BATNA AND WATNA ANALYSIS: PRIVATE REALITY-CHECK SESSIONS

9.1 What are BATNA and WATNA?

BATNA and WATNA are structured analytical tools that the Mediator deploys in private sessions to help each party make a realistic, informed assessment of their alternatives to a negotiated settlement. They are perhaps the most powerful reality-checking instruments available to a skilled mediator and are particularly effective when parties have reached or are approaching an impasse.

BATNA (Best Alternative To a Negotiated Agreement) represents the best outcome a party can realistically expect if the mediation fails and the party pursues litigation or arbitration. WATNA (Worst Alternative To a Negotiated Agreement) represents the worst realistic outcome from that same alternative.

9.2 The BATNA/WATNA Private Session — How it Works

The Mediator shall conduct a dedicated private BATNA/WATNA session with each party separately, guiding them through the following structured analysis:

Step 1 Identify the Alternative: Assist the party in clearly identifying its best realistic alternative if mediation fails — typically litigation or arbitration. Key questions: What court or tribunal would hear this matter? How long will it take? What will it cost?

Step 2 Assess the Merits (BATNA): Guide the party in making an honest, dispassionate assessment of its legal position. Key questions: How strong is your evidence? What is the realistic range of outcomes? What are the weaknesses the other side will exploit? What will it cost to recover? This represents the party's BATNA — the best it can realistically expect from the alternative to settlement.

Step 3 Assess the Downside (WATNA): Guide the party in assessing the worst realistic outcome from the alternative to settlement. Key questions: If the court or tribunal rules against you, what is the worst award or judgment you could face, including any counterclaim? What costs order might be made against you? What is the reputational impact? This represents the party's WATNA.

Step 4 The Settlement Zone: Having worked through BATNA and WATNA, assist the party in understanding the range of outcomes within which a negotiated settlement is preferable to the alternatives. For most parties, this zone is considerably wider than initially appreciated, because litigation and arbitration are expensive, time-consuming, and uncertain.

9.3 BATNA/WATNA and Counsel

Where parties are legally represented, the Mediator should encourage counsel to engage actively in the BATNA/WATNA analysis with their clients. A good legal adviser will have had this conversation with their client before the mediation, and the BATNA/WATNA session is an opportunity to confirm and deepen that analysis in the context of the negotiations underway.

9.4 Strict Confidentiality of BATNA/WATNA Sessions

The content of BATNA/WATNA sessions is subject to the same strict confidentiality obligations as all other private sessions under Rule 17 of the Practice Directions No. 2 of 2026 and Section 88 of the AMA 2023. Under

Section 90 of the AMA 2023, the content of these sessions is inadmissible as evidence in any subsequent proceedings.

[Rule 16(d), Rule 17 — Practice Directions No. 2 of 2026 | Sections 75, 88, 90 — AMA 2023]

Note: The purpose of BATNA/WATNA sessions is not to pressure parties into settling but to ensure that the most important decision in this process — whether to settle — is made on the basis of a clear-eyed, honest, and realistic assessment of what the alternatives actually look like, not what parties hope or fear they might look like.

STAGE 10 — NEGOTIATION AND GENERATION OF OPTIONS

10.1 Shifting from Positions to Interests: The Mediator's objective at this stage is to help the parties:

- (a) move away from fixed positions towards the interests underlying those positions;
- (b) generate creative options for settlement;
- (c) evaluate options against each party's key interests and realistic alternatives; and
- (d) identify the option or combination of options that best meets the needs of all parties.

10.2 Party-Generated Proposals: Any party may, on its own initiative or at the Mediator's invitation, submit proposals for the resolution of the dispute. The Mediator shall ensure all proposals are considered fairly.

Note on Timing: All reasonable endeavours shall be made to conclude the mediation proceedings, 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 Mediator. Sessions shall be scheduled at intervals of not more than ten (10) days between consecutive sessions unless the Mediator otherwise directs.

STAGE 11 — IMPASSE AND DEADLOCK: MEDIATOR'S PROPOSAL AND REPORT

11.1 Recognising Impasse: An impasse occurs when negotiations have stalled despite the Mediator's best efforts through joint sessions, caucuses, and BATNA/WATNA analysis. Before declaring that mediation has failed, the Mediator should consider the full range of impasse-breaking tools.

11.2 Stage 1 of Impasse Response — Further Private Sessions

Upon recognising an impasse, the Mediator shall return to private sessions with each party individually to:

- (a) revisit the BATNA/WATNA analysis in the light of proposals made and rejected;
- (b) probe whether underlying concerns remain unsurfaced;
- (c) explore whether a party is genuinely unable or simply unwilling to move first; and
- (d) identify any creative unexplored options.

11.3 Stage 2 — The Mediator's Proposal

Where further private sessions do not break the impasse, the Mediator may, pursuant to Section 76 of the AMA 2023 and Rule 16(f) of the Practice Directions, issue a formal written Mediator's Proposal for settlement.

- (a) The Mediator shall issue the Proposal simultaneously to all parties in sealed, separate envelopes or by simultaneous electronic communication. This simultaneous issuance is critical — it prevents either party from being disadvantaged by being first to accept.
- (b) Each party shall communicate its response — acceptance or rejection — to the Mediator in confidence within 24 to 48 hours. The response is communicated only to the Mediator, not to the other party.
- (c) If all parties accept, the Mediator shall notify all parties simultaneously and proceed to formalise settlement in a written Settlement Agreement under Stage 12.
- (d) If any party rejects the Proposal, the Mediator shall notify all parties that the Proposal has not been accepted, without revealing which party rejected it. This protects the integrity of future negotiations.

- (e) **Post-Rejection Procedure:** Where the Mediator's Proposal is rejected, the Mediator may, in his or her professional discretion and having conducted further private sessions, issue a revised Proposal. The Mediator should issue a revised Proposal only where, in his or her professional judgment, a revised proposal could bridge the remaining gap between the parties. In all other cases, the Mediator shall proceed to Stage 11.4.
- (f) The Mediator's Proposal shall not be admissible as evidence in any subsequent proceedings under Section 90 of the AMA 2023.

[Section 76 — AMA 2023 / Rule 16(f) — Practice Directions No. 2 of 2026]

11.4 Stage 3 — Report to the Honourable Chief Judge / ADR Judge

Where the Mediator's Proposal has been rejected and no revised Proposal is appropriate, or where the mediation has reached a genuine and final impasse:

- (a) The Mediator shall notify the GSMDC in writing that the mediation has reached a final impasse.
- (b) For court-referred matters, 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", placed on the court file. The report shall state:
 - (i) the case reference number and parties' names;
 - (ii) the date mediation commenced and the number of sessions held;
 - (iii) confirmation that all reasonable mediation techniques were employed; and
 - (iv) a statement that, in the Mediator's professional judgment, further efforts would not be productive.
- (c) The report shall be **FACTUAL** and **NEUTRAL**. It shall not apportion blame, characterise either party's conduct, or disclose the substance of any confidential communication. The 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.

- (d) For walk-in and direct intervention matters, the GSMDC shall notify the ADR Judge of the impasse for any further administrative directions.

[Rule 20 — Practice Directions No. 2 of 2026 / Sections 88 and 90 — AMA 2023]

11.5 Stage 4 — Formal Notice of Result to the Parties

Following the impasse report, the GSMDC shall issue a formal written Notice of Result (Form ADR MED-09) to all parties simultaneously. This Notice shall:

- (a) confirm formal termination without settlement;
- (b) state the date of termination — from which the suspended limitation period resumes under Section 86 of the AMA 2023;
- (c) confirm ongoing confidentiality obligations;
- (d) confirm inadmissibility of all mediation communications;
- (e) inform parties they are free to pursue other dispute resolution mechanisms; and
- (f) in court-referred matters, state the date the matter will be restored before the Referral Judge.

Note: The Notice of Result shall NOT state which party was responsible for the impasse, which party rejected any settlement proposal, or what offers or concessions were made. All such information is permanently protected by Sections 88 and 90 of the AMA 2023.

STAGE 12 — REACHING AGREEMENT: THE SETTLEMENT AGREEMENT

- 12.1** Formulating the Terms: Where mediation results in agreement, the Mediator may formulate possible terms and submit them to the parties for confirmation. Each party shall communicate acceptance, reservations, or observations within two (2) days. The Mediator may reformulate terms in light of any observations.
- 12.2** Execution of the Settlement Agreement: Upon reaching agreement, the parties shall execute a written Settlement Agreement (Form ADR MED-08). The Agreement must:

- (a) be in writing in clear and unambiguous language;
- (b) specify the obligations of each party and timelines for compliance;
- (c) address costs and payment obligations;
- (d) be signed by all parties or their duly authorised representatives; and
- (e) be countersigned by the Mediator.

12.3 Binding Effect: Upon execution, the Settlement Agreement is immediately binding and enforceable as a contract by virtue of Section 79 of the AMA 2023 — without the need for court endorsement. Court endorsement under Section 80 is strongly recommended as it converts the Agreement into a court judgment. Under Section 81 of the AMA 2023 (now addressed in Rule 19A of the Practice Directions No. 2 of 2026), a Settlement Agreement may only be set aside on the limited grounds of: incapacity; void or inoperative agreement; fraud, misrepresentation, or corruption; serious breach by the Mediator of applicable professional standards; or public policy.

[Rules 18, 19, 19A — Practice Directions No. 2 of 2026 | Sections 79, 81 — AMA 2023]

STAGE 13 — ENFORCEMENT OF THE SETTLEMENT AGREEMENT

13.1 Forwarding for Endorsement: Once executed by all parties and the Mediator, the Settlement Agreement shall be forwarded by the GSMDC to:

- (a) the Referral Judge or Magistrate — in court-referred matters; or
- (b) the ADR Judge — in walk-in and direct intervention matters, for formal endorsement.

13.2 Effect of Endorsement: Upon endorsement under Section 80 of the AMA 2023, the Settlement Agreement is recorded as a consent judgment and is enforceable accordingly. A party that fails to comply may be subject to enforcement proceedings in the same manner as for any other court judgment.

- 13.3** Compliance and Follow-Up: Following endorsement, parties are expected to comply promptly and in good faith. The GSMDC may, where requested, assist parties in monitoring compliance.

Note: A Settlement Agreement endorsed by the ADR Judge or Referral Judge is a JUDGMENT OF THE COURT. Non-compliance may result in execution proceedings. Even without endorsement, the Agreement is immediately binding as a contract under Section 79 of the AMA 2023.

[Rule 19 — Practice Directions No. 2 of 2026 | Sections 79 and 80 — AMA 2023]

STAGE 14 — TERMINATION WITHOUT SETTLEMENT

- 14.1** Grounds for Termination: Mediation shall be formally terminated without settlement on any of:
- (a) Mediator's Declaration — written declaration that further efforts would not be productive;
 - (b) Party Withdrawal — written notice to the Mediator and GSMDC; or (c) GSMDC Determination — for any other good reason.
- 14.2** Consequences of Termination:
- (a) Statutory confidentiality under Section 88 is preserved permanently. Under Section 90, nothing said, disclosed, or proposed during mediation may be used in any subsequent proceedings — this protection does not expire upon termination.
 - (b) Parties are free to pursue any other dispute resolution mechanism.
 - (c) The limitation period, suspended during mediation under Section 86, resumes running from the date of termination.
 - (d) In court-referred matters, the GSMDC shall report the termination to the Referral Judge through the Registry in a sealed envelope marked "Confidential — Not to be Opened Without Court Order". The report is an administrative act only and does not relieve the parties or the Directorate of their confidentiality obligations.

14.3 Formal Notice of Result: The GSMDC shall issue a formal written Notice of Result (Form ADR MED-09) to all parties simultaneously. This Notice shall:

- (a) confirm formal termination without settlement;
- (b) state the official date of termination;
- (c) confirm ongoing confidentiality obligations;
- (d) confirm inadmissibility of all mediation communications;
- (e) inform parties they are free to pursue other mechanisms; and
- (f) in court-referred matters, state the date the matter will be restored before the Referral Judge.

[Rule 20 — Practice Directions No. 2 of 2026 / Sections 86, 88, 90 — AMA 2023]

Note — After Termination: Options available:

- (1) Litigation: matter may be filed or restored before the appropriate court;
- (2) Arbitration: parties may submit to arbitration under the Arbitration Rules, 2026;
- (3) Further Mediation: parties may agree to a further round;
- (4) Direct Settlement: parties remain free to negotiate and settle directly at any time.

ANNEX A — SUMMARY OF REQUIRED FORMS

The following forms are required at various stages of the mediation proceedings and are obtainable from the ADR Directorate / GSMDC:

Form No.	Description / Purpose	Filed By	Stage
ADR-S01	Case Intake and Registration (SHARED)	Registry	Stage 2
ADR-S02	Notice of Hearing / Session (SHARED)	Registry	All Sessions
ADR-S03	Confidentiality and ADR Agreement (SHARED)	All Parties + Mediator	Stage 5
ADR MED-01	Request for Mediation	Initiating Party	Stage 2
ADR MED-02	Invitation to Mediate	Registry	Stage 2
ADR MED-03	Response to Invitation / Agreement to Mediate	Other Party	Stage 3
ADR MED-04	Joint Mediation Agreement	All Parties	Stage 5
ADR MED-05	Mediator's Declaration of Impartiality and Independence	Mediator	Stage 4
ADR MED-06	Pre-Mediation Instructions to Parties	Registry	Stage 5
ADR MED-07	Attendance Record	Registry	All Sessions
ADR MED-08	Settlement Agreement	All Parties + Mediator	Stage 12
ADR MED-09	Notice of Termination Without Settlement	Registry	Stage 11/14

ANNEX B — MEDIATION TIMELINE OVERVIEW

The following table provides an indicative timeline for mediation proceedings conducted at the GSMDC. All timeframes are subject to the directions of the Mediator and the GSMDC and may be adjusted to reflect the nature and complexity of the dispute.

Stage	Step / Event	Indicative Timeframe
Stage 2	Filing of Request for Mediation and payment of filing fee	Day 1 (commencement)
Stage 2	GSMDC acknowledges receipt and issues case reference number	Within 2 business days
Stage 3	Notice of Referral sent to other party	Within 2 business days of filing
Stage 3	Other party's written response	Within 7 days of receipt of Notice
Stage 4	Appointment of Mediator	As soon as practicable after consent
Stage 5	Execution of ADR Agreement (Form ADR-S03)	Before first session
Stage 5	Exchange of Pre-Mediation Statements (if directed)	Before first session
Stage 6	Opening Session	Within 7 days of Mediator appointment
Stages 7-8	Joint sessions and private caucus sessions	Intervals of not more than 10 days
Stage 9	BATNA/WATNA private reality-check sessions	As directed by Mediator
Stage 10	Negotiation and generation of settlement options	As directed by Mediator
Stage 11	Impasse declared — further private sessions	Immediately upon recognition of impasse
Stage 11	Mediator's Proposal issued (if appropriate)	Simultaneous issue to all parties
Stage 11	Parties respond to Mediator's Proposal (confidential)	Within 24 to 48 hours of receipt

Stage 11	GSMDC Report to Referral Judge via Registry (sealed envelope)	Promptly after final impasse confirmed
Stage 12	Execution of Settlement Agreement (Form ADR MED-08) — if settled	Upon reaching agreement
Stage 13	Forwarding to ADR Judge / Referral Judge for endorsement	Immediately after execution
Stage 14	Formal termination — Notice of Result (Form ADR MED-09) issued	As determined by Mediator / GSMDC
TARGET	Entire process (commencement to endorsed agreement or termination)	Within 30 days of Mediator appointment

ANNEX C — SETTLEMENT AGREEMENT (Form ADR MED-08)

See Schedule A — Working Forms at the end of this Procedure for the full Settlement Agreement template.

SCHEDULE A — WORKING FORMS

MEDIATION FORMS AND SHARED FORMS

The following forms are prescribed for use in mediation proceedings at the GSMDC. Each form is cross-referenced to the applicable stage of proceedings and the Rule that prescribes it.

Form No.	Form Title	Stage / Rule	Completed By
ADR-S01	Case Intake and Registration (SHARED)	Stage 2 / Rules 4,5 PD 2026	Registry
ADR-S02	Notice of Hearing / Session (SHARED)	All Sessions / Rule 14	Registry
ADR-S03	Confidentiality and ADR Agreement (SHARED)	Stage 5 / Rules 7,17	All Parties + Neutral

ADR MED-01	Request for Mediation	Stage 2 / Rules 4,5	Initiating Party
ADR MED-02	Invitation to Mediate	Stage 2 / Rules 4,5,6	Registry
ADR MED-03	Response to Invitation / Agreement to Mediate	Stage 3 / Rule 6	Other Party
ADR MED-04	Joint Mediation Agreement	Stage 5 / Rule 7	All Parties
ADR MED-05	Mediator's Declaration of Impartiality and Independence	Stage 4 / Rule 9	Mediator
ADR MED-06	Pre-Mediation Instructions to Parties	Stage 5 / Rules 11,12,14	Registry
ADR MED-07	Attendance Record	All Sessions / Rule 17	Registry
ADR MED-08	Settlement Agreement	Stage 12 / Rules 18,19	All Parties + Mediator
ADR MED-09	Notice of Termination Without Settlement	Stage 14 / Rules 17,20	Registry

THE FORMS

HIGH COURT OF JUSTICE, GOMBE STATE

DIRECTORATE OF ALTERNATIVE DISPUTE RESOLUTION | GOMBE STATE MULTI-DOOR COURTHOUSE

Form ADR-S01

CASE INTAKE AND REGISTRATION FORM

All ADR Proceedings — Arbitration and Mediation — Registry Use

Cross-reference: Stage 2 | Rules 4 and 5, Practice Directions No. 2 of 2026

FOR OFFICIAL USE ONLY

Field	Detail	Field	Detail
Case Reference No.		Date Received	
Received by		Filing Fee Paid (N)	
Receipt No.		Allocated to (Officer)	

Type of proceedings:

☐ Arbitration ☐ Mediation ☐ Neutral Evaluation ☐ Other ADR

Basis of referral:

☐ Walk-in / Voluntary ☐ Court-Referred ☐ Contractual Clause ☐ GSMDC Direct Referral

PART A — INITIATING PARTY

Full Legal Name: _____

Address: _____

Telephone: _____

Email Address: _____

Occupation / Nature of Business: _____

Legal Representative (Name): _____

Representative's Telephone: _____

Representative's Email: _____

PART B — OTHER PARTY

Full Legal Name: _____

Address: _____

Telephone: _____

Email Address: _____

Legal Representative (Name): _____

Representative's Email: _____

PART C — NATURE AND VALUE OF DISPUTE

Category of dispute:

☐ Commercial / Contract ☐ Landlord / Tenant ☐ Employment / Workplace

☐ Construction / Engineering ☐ Banking / Finance ☐ Tort / Personal Injury

☐ Community / Neighbourhood ☐ Family / Matrimonial Property ☐ Other (specify below)

Other (specify): _____

Brief description of the dispute:

Estimated value of claim (N): _____

PART D — COURT REFERRAL (IF APPLICABLE)

Referring Court / Division: _____

Suit / Case Number: _____

Referring Judge / Magistrate: _____

Date of Referral Order: _____

Terms of referral order (if specific):

PART E — REGISTRY CHECKLIST

Documents received:

☐ Completed intake form ☐ Filing fee receipt ☐ Copy of relevant contract

☐ Court referral order (if applicable) ☐ Request for ADR form ☐ Letter of authority (if representative)

Suitability assessment:

☐ Matter suitable for arbitration ☐ Matter suitable for mediation ☐ Not suitable — reasons below

Reasons if unsuitable:

Signed: _____

Name: _____

Date: _____

Registry Officer, ADR Directorate, Gombe State

Rule: Rules 4 and 5 — Practice Directions No. 2 of 2026

Form ADR-S02

NOTICE OF HEARING / SESSION

Issued by the ADR Directorate — Arbitration and Mediation

Cross-reference: All Mediation Sessions / Rule 14, Practice Directions No. 2 of 2026

FOR OFFICIAL USE ONLY

Field	Detail	Field	Detail
Case Reference No.		Type of Proceedings	
Session Number		Date of This Notice	

PARTIES

Claimant / Initiating Party: _____

Respondent / Other Party: _____

Mediator: _____

NOTICE OF SCHEDULED SESSION

You are hereby notified that a session in the above matter has been scheduled as follows. Attendance is MANDATORY unless the GSMDC is notified in writing at least 24 hours in advance.

Date of Session: _____

Time: _____

Venue / Location: _____

Mode of Session: _____

Room / Platform Link: _____

Mode:

[] In-person at GSMDC, High Court Complex [] Virtual (video conference) [] Hybrid [] Telephone

ATTENDANCE AND PREPARATION REQUIREMENTS

1. Each party must attend in person or be represented by a person holding written authority to negotiate and conclude a binding settlement on behalf of that party.
2. A party unable to attend must notify the GSMDC in writing at least 24 hours before the session. Late notice without good cause attracts a penalty fee of N10,000 per session (Rule 15(b), Practice Directions No. 2 of 2026).
3. All parties must bring valid means of identification and all relevant documents.
4. All proceedings are STRICTLY CONFIDENTIAL. Parties must not record sessions without written consent of all parties and the Mediator.
5. Where parties are legally represented, counsel must hold valid authority and be prepared to assist their client in reaching a resolution.

Signed: _____

Name: _____

Date: _____

Director / Authorised Officer, GSMDC, Gombe State

Rule: Rules 3, 4, and 14 — Practice Directions No. 2 of 2026

Form ADR-S03

CONFIDENTIALITY AND ADR AGREEMENT

All Parties and Mediator to Sign — Before Any Session Commences

Cross-reference: Stage 5 | Rules 7 and 17, Practice Directions No. 2 of 2026 | Sections 86, 88, 90, AMA 2023 | Must be signed BEFORE any session commences.

IN THE GOMBE STATE MULTI-DOOR COURTHOUSE (MEDIATION CENTRE) | HIGH COURT OF JUSTICE, GOMBE STATE

Case Reference No.: _____

Type of Proceedings: _____

Date of This Agreement: _____

THE PARTIES AND MEDIATOR

First Party:

Full Name: _____

Address: _____

Second Party:

Full Name: _____

Address: _____

Third Party (if applicable):

Full Name: _____

Address: _____

Mediator:

Full Name: _____

Accreditation / Qualifications: _____

Role: _____

AGREED TERMS

1. **VOLUNTARY PARTICIPATION.** Each Party confirms that their participation is entirely voluntary and in good faith.
2. **WITHOUT PREJUDICE.** All discussions, proposals, admissions, and documents produced solely for these proceedings are without prejudice and shall not be admissible in any subsequent proceedings — Section 90, AMA 2023.
3. **STATUTORY CONFIDENTIALITY.** All information relating to these proceedings is subject to statutory confidentiality under Section 88 of the AMA 2023 and contractual confidentiality under Rule 17 of the Practice Directions No. 2 of 2026.
4. **PRIVATE SESSIONS.** Information disclosed in private sessions shall not be shared with other parties without the express consent of the disclosing party.
5. **NO RECORDING.** No audio, video, or electronic recording of any session shall be made without prior written consent of all parties and the Mediator.
6. **NON-COMPELLABILITY.** No Party shall call the Mediator, the Director of ADR, or any officer of the Directorate as a witness or expert in any proceedings arising out of this dispute.
7. **AUTHORITY TO SETTLE.** Each Party confirms that it, or its authorised representative, has full authority to negotiate and to execute a binding settlement.
8. **LIMITATION PERIOD.** The applicable limitation period is suspended from the date of commencement of these proceedings by operation of Section 86 of the AMA 2023 and Rule 24 of the Practice Directions No. 2 of 2026.
9. **FEES.** The Parties agree to pay all applicable fees in accordance with the published Schedule of Fees.

10. GOVERNING RULES. These proceedings are governed by the Practice Directions No. 2 of 2026 and the AMA 2023.

Signed: _____

Name: _____

Date: _____

First Party / Authorised Representative

Signed: _____

Name: _____

Date: _____

Second Party / Authorised Representative

Signed: _____

Name: _____

Date: _____

Mediator

Signed: _____

Name: _____

Date: _____

Witnessed by GSMDC

Rule: Sections 86, 88, 90 — AMA 2023 | Rules 7, 17, 24 — Practice Directions No. 2 of 2026

Form ADR MED-01

REQUEST FOR MEDIATION

Filed by the Initiating Party at Commencement

Cross-reference: Stage 2 | Rules 4 and 5, Practice Directions No. 2 of 2026 | Section 71, AMA 2023 | Assessment fee: N5,000

FOR OFFICIAL USE ONLY

Field	Detail	Field	Detail
MED Case Reference No.		Date Received	
Received by		Filing Fee Paid (N)	

Basis of referral:

[] Walk-in / Voluntary [] Court-Referred (attach order) [] Contractual ADR Clause [] Community / Neighbourhood referral

1. INITIATING PARTY (FIRST PARTY)

Full Legal Name: _____

Address: _____

Telephone: _____

Email Address: _____

Occupation / Nature of Business: _____

Legal Representative (Name and Firm): _____

Representative's Telephone: _____

Representative's Email: _____

2. OTHER PARTY (SECOND PARTY)

Full Legal Name: _____

Address: _____

Telephone (if known): _____

Email Address (if known): _____

Legal Representative (if known): _____

3. NATURE OF DISPUTE

Category of dispute:

☐ Commercial / Contract ☐ Landlord / Tenant ☐ Employment / Workplace

☐ Construction ☐ Banking / Finance ☐ Family / Matrimonial Property

☐ Community / Neighbourhood ☐ Tort / Personal Injury ☐ Other (specify below)

Other (specify): _____

Brief description of the dispute:

Estimated value of claim (N) (if applicable): _____

4. COURT REFERRAL DETAILS (IF APPLICABLE)

Referring Court / Division: _____

Suit / Case Number: _____

Referring Judge / Magistrate: _____

Date of Referral Order: _____

5. PREFERRED MEDIATOR (IF ANY)

The parties may suggest a mediator from the GSMDC Panel, subject to availability, declared impartiality, and GSMDC approval.

Preferred Mediator (Name): _____

6. SUPPORTING DOCUMENTS ATTACHED

☐ Relevant contract / agreement ☐ Correspondence relating to the dispute

☐ Court referral order (if applicable) ☐ Evidence of prior attempts to settle

NEXT STEPS: The GSMDC Registry will assess this Request and, if suitable, send an Invitation to Mediate (Form ADR MED-02) to the Other Party within 5 working days.

Signed: _____

Name: _____

Date: _____

Initiating Party / Legal Representative

Filed with GSMDC on: _____

Receipt No.: _____

Rule: Rules 4 and 5 — Practice Directions No. 2 of 2026 | Section 71 — AMA 2023 | Assessment fee: N5,000

Form ADR MED-02

INVITATION TO MEDIATE

Sent by the GSMDC Registry to the Other Party — Neutral Tone

Cross-reference: Stage 2 | Rules 4, 5, and 6, Practice Directions No. 2 of 2026 | STRICTLY CONFIDENTIAL

To: Full Name: _____

Address: _____

Date of This Invitation: _____

MED Case Reference No.: _____

IMPORTANT — PLEASE READ THIS CAREFULLY

This is an INVITATION, not a summons or court order. The GSMDC does not compel participation in mediation. You have 10 days to respond. Please complete and return Form ADR MED-03. If you decline, please notify the GSMDC in writing within 10 days. This Invitation is STRICTLY CONFIDENTIAL.

GENERAL NATURE OF DISPUTE

General nature of dispute (brief, neutral description): _____

Estimated value involved (N) (if applicable): _____

WHAT IS MEDIATION?

Mediation is a confidential, voluntary process in which a neutral, trained Mediator helps the parties explore ways of resolving their dispute. The Mediator does not decide the outcome —

the parties themselves decide. Mediation is usually faster, cheaper, and more flexible than court proceedings or arbitration.

Benefits of mediation at the GSMDC:

- ☐ Completely private and confidential ☐ You control the outcome
- ☐ Typically resolved in days, not months ☐ Costs a fraction of litigation
- ☐ Preserves relationships ☐ Nothing you say can be used against you in court

WHAT HAPPENS IF YOU AGREE?

1. Both parties sign a Joint Mediation Agreement (Form ADR MED-04) before any session begins.
2. A qualified, impartial Mediator from the GSMDC Panel is appointed.
3. Mediation sessions are held at the GSMDC in a neutral, comfortable environment.
4. If settlement is reached, a binding Settlement Agreement is signed by all parties on the same day.

RESPONSE REQUIRED

Please complete and return Form ADR MED-03 within TEN (10) DAYS of the date of this Invitation.

Registry Contact: _____

Telephone: _____

Email: _____

Signed: _____

Name: _____

Date: _____

Director / Registry Officer, GSMDC, Gombe State

Rule: Rules 4, 5, and 6 — Practice Directions No. 2 of 2026 | STRICTLY CONFIDENTIAL.

Form ADR MED-03

RESPONSE TO INVITATION TO MEDIATE

Completed and Returned by the Other Party

Cross-reference: Stage 3 / Rule 6, Practice Directions No. 2 of 2026 / Return within 10 days /
STRICTLY CONFIDENTIAL

To: The Director, Gombe State Multi-Door Courthouse (GSMDC), High Court of Justice, Gombe State

MED Case Reference No.: _____

Responding Party's Full Name: _____

Address: _____

Telephone: _____

Email: _____

Date of This Response: _____

DECISION

☐ I / We AGREE to participate in mediation at the GSMDC and will complete Form ADR MED-04 (Joint Mediation Agreement).

☐ I / We DECLINE to participate in mediation at this time.

Reason(s) for declining (if declining):

PREFERRED MEDIATOR (IF AGREEING)

Preferred Mediator (Name): _____

If no preference, the GSMDC will appoint a suitable Mediator.

LEGAL REPRESENTATION

☐ I will attend personally without legal representation ☐ I will be legally represented — details below

Legal Representative's Name: _____

Representative's Email / Telephone: _____

Signed: _____

Name: _____

Date: _____

Responding Party / Legal Representative

Received by GSMDC on: _____

Receipt No.: _____

Form ADR MED-04

JOINT MEDIATION AGREEMENT

Signed by ALL Parties Before Any Session Commences

Cross-reference: Stage 5 | Rule 7, Practice Directions No. 2 of 2026 | Sections 71, 86, 88, 90, AMA 2023 | MANDATORY — Must be signed before any session commences.

IN THE GOMBE STATE MULTI-DOOR COURTHOUSE (MEDIATION CENTRE)

HIGH COURT OF JUSTICE, GOMBE STATE

First Party:

Full Legal Name: _____

Address: _____

Second Party:

Full Legal Name: _____

Address: _____

MED Case Reference No.: _____

Mediator's Name: _____

Date of This Agreement: _____

AGREED TERMS

1. VOLUNTARY PARTICIPATION. Each Party participates voluntarily and in good faith.
2. CONFIDENTIALITY. All information relating to the mediation is confidential under Section 88 of the AMA 2023. No Party shall disclose any information to any third party without written consent of all other parties, except as required by law.
3. WITHOUT PREJUDICE. All discussions, proposals, and admissions in the mediation are without prejudice and shall not be admissible in any subsequent proceedings — Section 90, AMA 2023.
4. MEDIATOR'S ROLE. The Mediator is a neutral facilitator. The Mediator does not decide the dispute, advise any party, or represent any party's interests. The Mediator may meet the parties separately (in private session / caucus).
5. PRIVATE SESSIONS. Information disclosed in private sessions shall not be shared with the other party without the express consent of the disclosing party.
6. AUTHORITY TO SETTLE. Each Party, or its representative, has full authority to negotiate and to execute a binding settlement.
7. NO RECORDING. No session shall be recorded without the prior written consent of all parties and the Mediator.

8. NON-COMPELLABILITY. No Party shall call the Mediator or any GSMDC officer as a witness in any subsequent proceedings.
9. FEES. Each Party agrees to pay its share of GSMDC mediation fees in accordance with the published Schedule of Fees.
10. LIMITATION PERIOD. The applicable limitation period is suspended from the commencement of mediation pursuant to Section 86, AMA 2023.
11. GOVERNING RULES. This mediation is governed by the GSMDC Practice Directions No. 2 of 2026 and the AMA 2023.
12. BINDING SETTLEMENT. If the parties reach agreement, they shall execute a Settlement Agreement (Form ADR MED-08) on the same day, which shall be immediately binding as a contract — Section 79, AMA 2023.

Signed: _____

Name: _____

Date: _____

First Party / Authorised Representative

Signed: _____

Name: _____

Date: _____

Second Party / Authorised Representative

Signed: _____

Name: _____

Date: _____

Registry Officer / Director, GSMDC, Gombe State

Rule: Rule 7 — Practice Directions No. 2 of 2026 | Sections 71, 86, 88, 90 — AMA 2023

Form ADR MED-05

MEDIATOR'S DECLARATION OF IMPARTIALITY AND INDEPENDENCE

Signed by the Mediator Before Accepting Appointment

Cross-reference: Stage 4 | Rule 9, Practice Directions No. 2 of 2026 | Section 74, AMA 2023 | File with GSMDC within 3 days of acceptance.

IN THE GOMBE STATE MULTI-DOOR COURTHOUSE (MEDIATION CENTRE)

MED Case Reference No.: _____

Names of Parties: _____

Date of This Declaration: _____

MEDIATOR'S DETAILS

Full Name: _____

Qualifications / Accreditation: _____

GSMDC Panel Registration No.: _____

Professional Specialisation: _____

Business Address: _____

Telephone / Email: _____

DECLARATION

1. I am impartial as between the parties and have no interest in the outcome of this mediation.
2. I am independent of the parties, their legal representatives, and any person likely to be involved in this mediation, EXCEPT AS DISCLOSED BELOW.
3. I have no past or existing relationship, financial interest, or other circumstance that could reasonably give rise to justifiable doubts as to my impartiality or independence, EXCEPT AS DISCLOSED BELOW.
4. My disclosure obligations are continuing. I undertake to disclose immediately any circumstance that arises during the mediation that may affect my impartiality or independence.
5. I will maintain the confidentiality of all information disclosed during this mediation, including in private sessions, in accordance with Section 88 of the AMA 2023 and Rule 17 of the Practice Directions No. 2 of 2026. This obligation continues after the conclusion of the mediation.
6. I understand that I am protected from civil liability for acts done in good faith in the performance of my functions as Mediator — Section 83, AMA 2023.
7. I accept the appointment as Mediator in the above matter subject to my availability and the terms of this Declaration.

DISCLOSURES (MANDATORY — WRITE "NONE" IF NOTHING TO DISCLOSE)

DISCLOSURE OBLIGATION — Section 74, AMA 2023. Disclose any relationship with any party, their counsel, or any financial interest in the outcome.

Disclosure:

Signed: _____

Name: _____

Date: _____

Mediator

Received by GSMDC:

Date: _____

Form ADR MED-06

PRE-MEDIATION INSTRUCTIONS TO PARTIES

Issued by the GSMDC Registry Before First Session

Cross-reference: Stage 5 / Rules 11, 12, 14, 15, 17, Practice Directions No. 2 of 2026 / Sections 86, 88, 90, AMA 2023

To: Party / Legal Representative: _____

MED Case Reference No.: _____

Date of Issue: _____

First Mediation Session Scheduled: _____

1. YOUR POSITION PAPER (CONFIDENTIAL TO MEDIATOR ONLY)

Please prepare a brief, confidential Position Paper (NOT more than 3 pages) setting out:

- (a) Your understanding of the dispute and the key issues.
- (b) What outcome you are ideally seeking.
- (c) What you consider to be your realistic best and worst outcomes if the matter proceeds to court.
- (d) Any information or concerns you would prefer the other party not to know about at this stage.

IMPORTANT: Your Position Paper is for the MEDIATOR'S EYES ONLY. Send it to the Mediator (not the GSMDC Registry) at least 3 days before the session.

Mediator's Direct Email: _____

2. WHO SHOULD ATTEND

- 1. You must attend in person, OR send a representative with FULL WRITTEN AUTHORITY to negotiate and conclude a binding settlement on your behalf.
- 2. Legal representatives may attend but should be prepared to assist, not lead. Mediation is not a court hearing.
- 3. Please bring valid means of identification.

3. DOCUMENTS TO BRING

- [] All relevant contracts and agreements [] All relevant correspondence
- [] Any invoices, receipts, or financial records [] Any photographs, reports, or expert documents
- [] Written authority to settle (if attending as representative) [] Any other relevant documents

4. WHAT TO EXPECT ON THE DAY

1. An Opening Session: All parties and the Mediator meet together. Each party makes a brief statement. The Mediator explains the process and ground rules.
2. Private Sessions (Caucuses): The Mediator meets each party separately. These sessions are completely confidential.
3. Negotiation: The Mediator will facilitate dialogue, carry proposals, and help each party explore options.
4. If Settlement is Reached: A Settlement Agreement will be signed the same day. Please be prepared to commit.

5. CONFIDENTIALITY REMINDER

Everything said and done in the mediation is strictly confidential — Section 88, AMA 2023. Nothing you say can be used against you in any subsequent proceedings — Section 90, AMA 2023.

6. IF YOU CANNOT ATTEND

Notify the GSMDC Registry in writing at least 24 hours in advance. Failure to attend without notice attracts a penalty fee of N10,000 per session — Rule 15(b), Practice Directions No. 2 of 2026.

Signed: _____

Name: _____

Date: _____

Director / Registry Officer, GSMDC, Gombe State

Rule: Rules 11, 12, 14, 15, 17 — Practice Directions No. 2 of 2026 | Sections 86, 88, 90 — AMA 2023

Form ADR MED-07

MEDIATION ATTENDANCE RECORD

Completed by Registry Staff — Names and Times ONLY

Cross-reference: Rule 17, Practice Directions No. 2 of 2026 | Sections 88 and 90, AMA 2023 | This form records attendance details ONLY — no session content.

CRITICAL: Registry staff MUST NOT record, note, transcribe, or report anything said in any session, whether joint or private. This form records ONLY the names of persons present and their arrival and departure times.

FOR OFFICIAL USE ONLY

Field	Detail	Field	Detail
MED Case Reference No.		Date of Session	
Session Number		Mediator	
Start Time		End Time	

PERSONS IN ATTENDANCE

Full Name	Capacity / Role	Arrival Time & Sign.	Departure Time & Sign.

WHAT STAFF DO NOT RECORD: Nothing said in any session. No offers, proposals, or positions. No admissions. No BATNA / WATNA discussions. No content of any Mediator's Proposal. None of this is ever recorded — Sections 88 and 90, AMA 2023.

Signed: _____

Name: _____

Date: _____

Registry Officer (completing this record)

Rule: Sections 88 and 90 — AMA 2023 | Rule 17 — Practice Directions No. 2 of 2026

Form ADR MED-08

SETTLEMENT AGREEMENT

Executed by All Parties and the Mediator — Binding Contract

Cross-reference: Stage 12 | Rules 18 and 19, Practice Directions No. 2 of 2026 | Sections 79 and 80, AMA 2023 | File a certified copy with GSMD C immediately upon execution.

IN THE GOMBE STATE MULTI-DOOR COURTHOUSE (MEDIATION CENTRE)
HIGH COURT OF JUSTICE, GOMBE STATE

THIS SETTLEMENT AGREEMENT is made on the date last signed below between the parties named herein, following mediation conducted at the Gombe State Multi-Door Courthouse under the Practice Directions No. 2 of 2026 and Part III (Sections 69 to 90) of the Arbitration and Mediation Act, 2023.

First Party:

Full Legal Name: _____

Address: _____

Second Party:

Full Legal Name: _____

Address: _____

MED Case Reference No.: _____

Mediator's Name: _____

Date(s) of Mediation Sessions: _____

Date of This Agreement: _____

RECITALS

The parties have been engaged in a dispute relating to:

The parties have participated in mediation at the GSMDC and, with the assistance of the Mediator, have reached a voluntary and freely negotiated settlement on the following terms.

TERMS OF SETTLEMENT

The Parties HEREBY AGREE AND SETTLE on the following terms, which are intended to be final, binding, and exhaustive of all claims between the parties arising from the above dispute:

Term 1:

Term 2:

Term 3:

Term 4:

Additional terms (if any):

PAYMENT OBLIGATIONS (IF APPLICABLE)

Item	Details
------	---------

Amount Payable (N)	
Payable by (Party)	
Payable to (Party)	
Payment Deadline	
Mode of Payment	
Account Name / Bank (if applicable)	

MUTUAL RELEASE

Subject to performance of the above terms, each Party hereby releases, discharges, and acquits the other Party from all claims, demands, actions, and liabilities arising from or connected with the dispute mediated herein.

COSTS OF MEDIATION

☐ Equally between the parties ☐ By the First Party ☐ By the Second Party ☐ As specified below

As specified (specify): _____

FINALITY AND ENFORCEMENT

1. This Settlement Agreement is BINDING on the Parties as a legally enforceable contract from the moment of execution — Section 79, AMA 2023.
2. The Parties request the ADR Judge / Referral Judge to endorse this Settlement Agreement as a Consent Judgment of the High Court, Gombe State — Section 80, AMA 2023; Rule 19, Practice Directions No. 2 of 2026.
3. This Settlement Agreement is FULL AND FINAL as to all matters arising from the dispute mediated herein.
4. All information exchanged during the mediation remains confidential — Sections 88 and 90, AMA 2023.

Signed: _____

Name: _____

Date: _____

First Party / Authorised Representative

Signed: _____

Name: _____

Date: _____

Second Party / Authorised Representative

CONFIRMED BY THE MEDIATOR: I confirm that this Settlement Agreement reflects the terms freely negotiated and agreed by the parties during the mediation, without pressure or coercion.

Signed: _____

Name: _____

Date: _____

Mediator

Signed: _____

Name: _____

Date: _____

Witnessed by GSMDC

FOR OFFICIAL USE — COURT ENDORSEMENT

Upon endorsement by the ADR Judge or Referral Judge, this Settlement Agreement becomes a Consent Judgment of the High Court of Justice, Gombe State — Section 80, AMA 2023.

[] ADR Judge [] Referral Judge [] Magistrate

Name of Endorsing Judge / Magistrate: _____

Court / Division: _____

Date of Endorsement: _____

Signed: _____

Name: _____

Date: _____

Signature of Endorsing Judge / Magistrate

Form ADR MED-09

NOTICE OF TERMINATION WITHOUT SETTLEMENT

Issued Simultaneously to ALL Parties by the GSMDC Registry

Cross-reference: Stage 14 | Rules 17 and 20, Practice Directions No. 2 of 2026 | Sections 86, 88, 90, AMA 2023 | Issue simultaneously to ALL parties — DO NOT identify any party.

CRITICAL PROCEDURE: This Notice must be issued simultaneously to ALL parties. It must NOT identify which party refused to continue, refused the Mediator's Proposal, or caused the termination. The identity of any rejecting or withdrawing party is ABSOLUTELY CONFIDENTIAL.

FOR OFFICIAL USE ONLY

Field	Detail	Field	Detail
MED Case Reference No.		Date of This Notice	
Mediator		Issued by (Registry Officer)	

TO ALL PARTIES IN THE ABOVE MATTER:

The Gombe State Multi-Door Courthouse (GSMDC) HEREBY GIVES NOTICE that the mediation in the above matter has been terminated without a settlement agreement being reached.

DATE AND BASIS OF TERMINATION

Date mediation commenced: _____

Date mediation terminated: _____

Basis of termination (tick the appropriate basis — DO NOT name parties):

☐ Termination by a party (without identifying which party) ☐ Termination by the Mediator

☐ Termination by the GSMDC ☐ Agreement of all parties to terminate

EFFECT OF TERMINATION

1. The mediation proceedings are hereby formally concluded without a settlement.
2. The suspension of the applicable limitation period is now ended — Section 86, AMA 2023. The limitation period resumes from the date of this Notice.
3. All information disclosed during the mediation remains strictly confidential and cannot be used in any subsequent proceedings — Sections 88 and 90, AMA 2023. This protection survives the termination of the mediation.
4. Each party remains free to pursue such other remedies as may be available, including litigation or arbitration, without prejudice.
5. The GSMDC will not disclose to any court, tribunal, or other party the content of any session, any position taken, any offer made, or any admission made during the mediation proceedings.

FEES

The balance of any fees held in trust by the GSMDC, after deduction of fees and expenses, will be refunded to the parties in equal shares within 14 working days.

Amount to be refunded to each party (N): _____

Expected refund date: _____

Signed: _____

Name: _____

Date: _____

Director / Registry Officer, GSMDC, Gombe State

CONFIRMATION OF SIMULTANEOUS SERVICE

I confirm that this Notice was issued and delivered to ALL parties simultaneously on the date stated above.

Signed (Registry Officer confirming simultaneous service): _____

Date and time of service: _____

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