

## **Alternative Dispute Resolution (ADR) in the Administration of Civil Justice: Law and Practice in Bangladesh**

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**Abstract :** *The ADR system has been introduced and developed in the administration of civil justice in order to eliminate the endless suffering of the litigants. In most cases, the ever mounting expenses of litigation, congested court schedules, delay in disposal of suits have battered the confidence of the people in the administration of civil justice and have put question on the efficacy of the system. The common forms of ADR are negotiation, conciliation, mediation and arbitration. All these various forms have some different characteristics but the ultimate goals of those forms are to relieve court backlog, undue cost and delay and to provide more effective, efficient and satisfactory dispute resolution to improve the quality of justice. This article is aimed at scrutinizing the mechanisms of ADR, incorporating in the provisions of different laws in Bangladesh and its success. This article recommends for strengthening ADR mechanisms in the administration of civil justice and encourages litigants to resolve dispute through the mechanisms of ADR for establishing justice amicable settlement in the true sense.*

### **1. Introduction**

Alternative Dispute Resolution (ADR) processes are alternative methods of helping people resolve legal problems outside the formal judicial system. The use of ADR early in a suit can result in the more efficient, cost-effective resolution of disputes with greater satisfaction to the parties. The rising popularity as well as acceptability of ADR can be explained by the increasing caseload of traditional courts, the

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perception that ADR imposes fewer costs than litigation, a preference for confidentiality, and the desire of some parties to have greater control over the selection of the individual or individuals who will decide their dispute.

## **2. Concept of ‘Alternative Dispute Resolution’:**

Alternative Dispute Resolution (ADR) refers to any means of settling disputes outside the courtroom. The term “Alternative Dispute Resolution” (ADR) is often used to describe a wide variety of dispute resolution mechanisms that are alternatives to full- scale court processes.

ADR means

“A process of dispute settlement outside the formal judicial system where the parties represent themselves personally or through their representatives and try to resolve the dispute through a process of mutual compromise.”<sup>1</sup>

The ex-Chief Justice of Bangladesh Mustafa Kamal observed ADR as, “.... a non- formal settlement of legal and judicial disputes as a means of disposing of cases quickly and inexpensively.”<sup>2</sup> In the opinion of ex- Chairman of Foreign Exchange Regulation Appellate Board of India, Sarvesh Chandra,

“ADR is considered to be the mode in which the dispute resolution process is qualitatively distinct from the judicial process. It is a process where disputes are settled with the assistance of a neutral third person generally of parties own choice, where the neutral is generally familiar with the nature of the dispute and the context in which such disputes normally arise; where the proceedings are informal, devoid of procedural technicalities and are conducted, by and large, in the manner agreed by the parties; where the dispute is resolved expeditiously and with less expenses; where the confidentiality of the subject-matter of the dispute is maintained to a great extent; where decision making process aims at substantial justice, keeping in view the interests involved and the contextual realities. In substance, the ADR process aims at rendering justice in the form and content

which not only resolves the dispute but tends to resolve the conflict in the relationship of the parties which has given rise to that dispute.”<sup>3</sup>

Alternative Dispute Resolution (ADR) means actually a process of amicable settlement of dispute outside the formal judicial system by which parties to a suit are to resolve the dispute between them through the aid of neutral third party. In any judicial system court inspires and helps the parties to the suit in resolving dispute through compromise, which in the true sense is called ADR. ADR is such method of dispute settlement by which cost of the parties in a suit, backlog and procrastination of a judicial system can be removed effectively.

### **3. Historical Development of ‘Alternative Dispute Resolution’ in Bangladesh:**

The judicial system of Bangladesh (as a common law State) is of adversarial in nature. So procrastination is a common phenomenon in the administration of civil justice. To get rid of such procrastination and given the degree of problems faced by the courts in Bangladesh and the noticeable inability of the existing legal system to resolve them, an initiative was taken in 1999 by Mr. Justice Mustafa Kamal to initiate reforms in the legal system. The Bangladesh Legal Study Group (BLSG) was formed under the leadership of Justice Mustafa Kamal.<sup>4</sup> One of the recommendations made in the report of the BLSG was to initiate immediately a pilot project on mediation, a non mandatory consensual dispute resolution system, in the Family Court in Dhaka, the capital, and then to expand it to other courts in different regions of the country. The reason for inclusion of the Family Courts in the Pilot Project was that it did not require any new legislation. The Family Courts Ordinance, 1985 itself provides for conciliation whereas inclusion of other courts at that stage needed legislation or amendment of the Civil Procedure Code, 1908.<sup>5</sup> Due to evergrowing popularity of mediation, one of the mechanisms of ADR, in the Family Court, provisions of ADR were incorporated in several other laws like- The Code of Civil Procedure, 1908 (as amended in 2003,2006), The Artha Rin Adalat Ain, 2003, The Bangladesh Labour Code 2006 etc.

### **4. Different Mechanisms of ADR:**

#### **4.1. Mediation:**

Mediation is defined as a process of settling conflict in which a third party oversees the negotiation between two parties but does not impose

an agreement. <sup>ii</sup> “Mediation is a voluntary process where a neutral mediator attempts to help the disputing parties to reach an agreement that is acceptable to both sides and that will bring the dispute to an early conclusion without having to go to court”.<sup>7</sup> In a Seminar organized by British Council in 2004, Lawrence Kershen QC says “Mediation means a voluntary, confidential process in which a neutral third party assists the parties to negotiate a mutually acceptable settlement of their dispute.”<sup>8</sup> Dispute among the people is a common phenomenon of a society and to resolve such dispute mediation is a fair, credible and confidential form of Alternative Dispute Resolution. It is a non-binding procedure in which an impartial third party, the Mediator, assists the parties to a dispute in reaching a mutually acceptable settlement of issues in the dispute. In this process Mediator use appropriate techniques or skills to open and improve dialogue between disputants, aiming at helping the parties to reach an agreement on the disputed matter.

#### **4.2. Arbitration**

Professor D.M. Walker defines arbitration as the adjudication of a dispute or controversy on fact or law or both outside the ordinary civil courts, by one or more persons to whom the parties who are at issue refer the matter for decision.<sup>9</sup> In the *United Steelworkers V Warrior & Gulf Nav Co*, Mr. Justice Douglas defined,

“Arbitration is a means of solving the unforeseeable by molding a system of private law for all the problems which may arise and to provide for their solution in a way which will generally accord with the variant needs and desires of the parties”.<sup>10</sup>

The Supreme Court of United States of America describes in 64 Conn. 501Att.76942 A.M. St. Rap. 200 case,

“Arbitration is an agreement for taking and abiding by the judgment of selected persons in some disputed matters instead of carrying it to the established tribunals of justice, and is intended to avoid the formalities, the delay, the expense and vexation of ordinary litigation.”<sup>11</sup>

Arbitration is a non-court procedure to settle disputes using an expert called Arbitrator, chosen by the disputing parties. In this process,

Arbitrator hears both the sides of the dispute and provides a decision that is more quick and less expensive than court hearing.

#### **4.3. Conciliation**

Conciliation means bringing of opposing parties or individuals into harmony to settle the dispute. It is a process where the third party, the conciliator, takes a more interventionist role in bringing the two parties together and in suggesting possible solutions to help achieve an agreed settlement.<sup>12</sup>

#### **4.4. Negotiation**

Negotiation is a process in which two or more participants attempt to reach a joint decision on matters of common concern in situations where they are in actual or potential disagreement or conflict. Further “Negotiation is a non-binding procedure in which discussions between the parties are initiated without the intervention of any third party with the object of arriving at a negotiated settlement of the dispute.”<sup>13</sup>

#### **4.5. Neutral Assessment**

Neutral assessment is a process by which an experienced neutral gives a non-binding, reasoned, oral or written evaluation of a controversy, on its merits, to the parties. In this process a neutral professional who has legal or other expertise hears a summary of each party’s case and gives a non binding assessment of the merits of the respective case at an early stage.<sup>14</sup>

#### **4.6. Med-Arb**

This is a combination of mediation and arbitration where the parties agree to mediation but if that fails to achieve a settlement, it is referred to arbitration. According to P.C. Rao, “It is a procedure which combines, sequentially, conciliation/mediation and, where the dispute is not settled through conciliation/mediation within a period of time agreed in advance by the parties, arbitration”.<sup>15</sup>

#### **4.7. MEDALOA:**

The elaboration of MEDALOA stands for “ MEDIATION AND LAST OFFER ARBITRATION”. Tom Arnold, the fellow of Chartered Institute of Arbitrators (London) says,

“...a mediation which did not produce settlement, nevertheless is a marvelous lead-in to an efficient binding arbitration, particularly ‘baseball’ or ‘last

offer' arbitration where the arbitrator must select as his award the last offer presented to him by one of the parties after the presentation of the case to the arbitrator –a process now often called MEDALOA".<sup>16</sup>

#### **4.8. Settlement Conference**

Settlement Conference shall mean conference comprising the parties, their lawyers and their representatives and presided over by the Judge of the *Artha Rin Adalat* for disposing of the suit in an informal, non-binding, confidential, non-adversarial manner on the basis of neutral co operation and understanding of all concerned.<sup>17</sup>

### **5. Application of ADR in the Administration of Civil Justice in Bangladesh**

The legal system of Bangladesh contains different forms of ADR in various legal instruments in a number of ways. The followings are, *inter alia*, some of them:

#### **5.1. ADR under the Code of Civil Procedure**

The Code of Civil Procedure, 1908 was amended in 2003 under The Code of Civil Procedure (Amendment) Act, 2003 (Act IV of 2003) and two sections 89A regarding mediation and 89B regarding arbitration were annexed and later on section 89C regarding mediation in Appeal was annexed under the Code of Civil Procedure ( Amendment) Act, 2006( Act VIII of 2006).

##### **5.1.1. Section 89A-Mediation**

Section 89A of the Code of Civil procedure, 1908 deals with the provision of Mediation. Both the parties may submit application for Mediation at any stage after filing written statement that they will mediate the dispute between them and then the court by order may adjourn the proceeding for mediation.<sup>18</sup> One or more mediator or mediators may be appointed from the panel of mediators as per sub-section 10 or the judge himself can mediate the dispute.<sup>19</sup> The parties, not the court, shall fix the fee of the mediator and if the court mediates the dispute itself the judge cannot claim any fees or charge for it.<sup>20</sup> Within ten days of order of mediation both the parties shall inform the court in writing about their progress of initiation for mediation and the mediation procedure shall be concluded within 60 days, if it is not completed within 60 days, another 30 days can be extended.<sup>21</sup> If the mediation becomes successful, the mediator will draft an agreement with such terms and conditions as the parties agreed upon. The parties

will sign on it and the lawyers and mediator will sign on it as witnesses. This agreement will be referred to the court and the court will pass a decree following the order XXIII of the Code of Civil Procedure, 1908.<sup>22</sup> If the court itself mediates the dispute, it shall follow the same procedure as enumerated in sub-section 5.<sup>23</sup> If the mediation fails, the procedure of the suit shall be started from the stage it was stopped before mediation.<sup>24</sup> If the mediation fails, no statement, evidence etc. that came up at the time of mediation can be used at the time of trial of the suit.<sup>25</sup> If the court itself conducts the mediation and fails then the same court shall not hear the suit, and the suit shall be heard by another court of competent jurisdiction.<sup>26</sup> The panel of mediators shall be formed by the District Judge in consultation with the president from the concern Bar Association from lawyers, retired judges or persons having experience in it except persons holding office of profit in the service of the Republic.<sup>27</sup> If the mediation becomes successful, the court shall issue a certificate directing refund of the court fees paid by the parties.<sup>28</sup> No appeal or revision can be filed against the decree passed by the court in pursuance of mediation.<sup>29</sup> Nothing of these provisions shall limit the option of the parties regarding withdrawal, adjustment and compromise a suit under order XXIII of the Code of Civil Procedure, 1908.<sup>30</sup>

### **5.1.2. Section 89B- Arbitration**

At any stage of the proceeding, the parties of the suit can apply to the court for withdrawal of the suit that they will settle the dispute through Arbitration and the court shall permit the parties to withdraw the suit and settle it through arbitration. At the time of resolving the dispute, the Arbitration Act, 2001 will be applied. If the arbitration does not succeed or the award is not given, the party will re-institute the suit.<sup>31</sup> An application for arbitration shall be treated as an arbitration agreement under section 9 of the Arbitration Act, 2001.<sup>32</sup>

### **5.1.3. Section 89C-Mediation in Appeal**

According to this section, mediation is also possible in the stage of appeal.<sup>33</sup> In case of mediation in appeal, the mediator shall follow the same procedure of mediation as enumerated in section 89A.<sup>34</sup>

## **5.2. ADR under the Artha Rin Adalat Ain, 2003**

Settlement conference and arbitration are the mechanisms of ADR incorporated in Section 21 and 22 respectively of the Artha Rin Adalat Ain, 2003. Section 21 of the Artha Rin Adalat Ain, 2003 provides for

the procedure of settlement conference where the parties can resolve the dispute between themselves and section 22 of the same provides for the provision of arbitration where an arbitrator appointed to resolve the dispute between the parties in case of failure of settlement conference.

### **5.3. ADR under the Muslim Family Laws Ordinance, 1961**

Different forms of ADR are incorporated in several sections of The Muslim Family Laws Ordinance, 1961. Section 2(a) of the Muslim Family Laws Ordinance, 1961 provides for the formation of Arbitration Council, section 6 provides for the procedures of seeking permission for second marriage by a husband from Arbitration Council and punishment for violating such provision and section 7 provides for the procedures of Talaq and punishment for violating such procedures and the initiatives taken by the Chairman among which constitution of an Arbitration Council is an important one, for the reconciliation of the dispute between the parties.

### **5.4. ADR under the Family Court Ordinance, 1985**

Section 10 of the Family Court Ordinance, 1985 provides for compromise or reconciliation through mediation between the parties at the pre-trial hearing. Section 13 provides for compromise or reconciliation through mediation between the parties at the conclusion of the trial and prior to judgment.

### **5.5. ADR under the Labour Code, 2006**

The Bangladesh Labour Code, 2006 was enacted in 2006 repealing 25 existing laws relating to labour like the Factories Act, The Shops and Establishment Act, The Workman Compensation Act, The Payment of Wages Act, The Labour Standing Order, The Industrial Relations Ordinance etc. Section 2 (25) defines the term 'Settlement', Section 2 (46) defines the term 'Arbitrator', section 2 (56) defines the term 'Award', section 2(62) defines the term 'Industrial Dispute', Section 2 (73) defines the term 'Conciliator', section 2(74) defines the term 'Procedure of Conciliation'. Chapter 14, section 209 describes about the presentation of Industrial Dispute, section 210 (1) to (19) describes all the Procedures of Conciliation and Arbitration. Section 212 describes about the Cessation of Industrial dispute. Section 222 describes that on whom settlement etc. will be binding.

### **5.6. ADR under the Arbitration Act, 2001**

Bangladesh has enacted 'The Arbitration Act, 2001' which was amended in 2004 in certain aspects. The Act consolidates the law relating to both domestic and international commercial arbitration. It thus creates a single and unified legal arena for arbitration in Bangladesh. This modernization gives Bangladesh a facelift as an attractive place for dispute resolution in the field of international trade, commerce and investment.

### **5.7. ADR under the Conciliation of Disputes (Municipal) Board Act, 2004**

Section 3 of the Conciliation of Disputes (Municipal) Board Act, 2004 provides for the jurisdiction of the board and section 11 provides for the procedures of taking decision and provision as to appeal. The Evidence Act, The Penal Code, The Code of Criminal Procedure and The Code of Civil Procedure shall not be applicable in such resolution of dispute.<sup>35</sup> No lawyer can be present before the Board.<sup>36</sup> This procedure of trial in petty cases outside the ordinary court system can be said ADR process.<sup>37</sup>

### **5.8. ADR under the Village Court Act, 2006**

There are some mechanisms by which disputes are resolved by ADR process under the Village Court Act, 2006. Section 5 of this Act deals with the formation of The Village Court and section 8 deals with the provision of taking decision by Village Court. The Evidence Act, Penal Code, The Code of Criminal Procedure and The Code of Civil Procedure shall not be applicable in such resolution of dispute.<sup>38</sup> No lawyer can be present before the Village Court.<sup>39</sup> As dispute can be resolved speedily in the Village Court outside the ordinary court system, it can be explained in the light of ADR in limited sense.<sup>40</sup>

## **6. The Need of Alternative Dispute Resolution in the Administration of Civil Justice in Bangladesh**

Bangladesh is an over-populated third world country. Here litigation in the administration of civil justice is increasing day by day alarmingly for which our national economy has been suffering much as civil litigation needs long time as well as it is costly too. So Bangladesh has no alternative but to adopt the process of ADR to resolve the backlogs in courts. The need of ADR in Bangladesh can be described in the following headings:-

### **6.1. Reducing Delay**

One of the most difficult and burning problems in the administration of civil justice is delay. It has been turned into a factor of injustice, a violator of human rights. The reasons for delays in our civil justice system are both systemic and subjective. The judicial system of Bangladesh is jammed by a huge backlog of suits and cases. The backlog of suits causes wearying delays in the adjudicative process, which is, as described by Professor M Shah Alam, “eating Bangladesh Judiciary”.<sup>41</sup> ADR plays a vital role in reducing delay in disposal of suits, because it operates without formal representation.

### **6.2. Reducing the Burden of the Court**

ADR is a process of resolving a dispute outside the court. So, through the application of the ADR mechanisms, burden of the court is gradually reducing.

### **6.3. Speedy Disposal of a Dispute**

ADR can ensure a speedy disposal of dispute between the two parties, which is not possible through a regular trial of a court. A dispute can often be resolved within some months, even weeks through ADR, while a suit can take years together or even decades.

### **6.4. Financial Sustainability**

It is a well-known fact that ordinary process of the courts of Bangladesh costs a huge amount of money particularly to pay the fees and other essentials demanded by the lawyers of the parties to the suit. But resolution of a dispute by ADR can save costs of the parties in a suit, fees of the lawyers and fees of the experts and witnesses.

### **6.5. Preventing the Multiplicity of Suits**

When a person files a suit against other party, then the other party also files counter suit against him as much as possible. As a result suits are increasing alarmingly day by day. But in ADR system both parties of the litigation mutually resolve the dispute and no suits in the same matter can be brought in future. One of the utmost benefits of ADR is that it discourages people to undertake the ordinary proceeding of the courts and encourages having the dispute settled outside the ordinary court. Consequently, it helps the courts and others concerned to be relieved of the curse of multiplicity of suits.

### **6.6. Convenience of the Parties**

Most of the people of Bangladesh are not aware of their rights. They do not know how to run with a case and they have a fear in their mind about court. Needless to mention that still majority of the total population of Bangladesh live under the poverty line. Besides, the roads and streets of the distant rural areas are still in dilapidated condition. Vehicles are not available as well as cost also has gone beyond the capability of the people of lower income group. Consequently, the parties to the suit have to undergo untold sufferings. As ADR system solves the dispute outside the court; it is convenient for the parties of the suit.

### **6.7. Confidentiality**

In contrast to the court hearing, Arbitration and mediation, which are the mechanisms of ADR, are conducted in private and the decisions are confidential. Neither the reasons for a dispute nor the basis upon which it is resolved need to be published. Confidentiality is the most significant advantage of ADR.

### **6.8. Flexibility of Process**

A Civil litigation before the civil court is governed by some strict procedural rules and orders but ADR processes are usually less formal. It is undeniable fact that the proceeding of the courts of Bangladesh is not so much flexible so as to ensure an easy access to the ordinary people. Court proceedings are conducted by some strict procedural instruments, which are still beyond the reach of the people. ADR, in this case, relieves the ordinary people from the complexity of court proceeding.

### **6.9. Preservation of Relationship and Lack of Animosity**

Parties can raise relevant issues for solution without complying formal procedures, which are applied in adversarial court hearings. Both parties can operate within the relationship they have with the other party and minimize any negative impact once the dispute is settled.

### **6.10. More Creative Solutions**

ADR processes can offer more creative solutions to a dispute where ongoing relationships exist and healthy relationships need to be preserved. Ultimately the litigants may live in peace and harmony after the settlement of the issue through ADR.

### **6.11. Ensuring Justice**

Although the court is the highest institution where the justice is ensured but the judges of the courts are not free to take decision in all time because of the presence of the governmental or political pressure and influence. But applying the mechanisms of ADR, the trained, reliable and impartial persons decide the disputes or help the parties to decide disputes themselves. Thus justice and lasting peace can be ensured by ADR.

### **6.12. Maintaining Social Peace and Tranquility**

Generally there exists a bitter relation between disputed parties. It becomes more heinous after the delivery of the judgment when one party wins and another party loses. But ADR can maintain such atmosphere in which parties are normally live in peace and tranquility.

### **6.13. Proper Findings of Fact**

In ADR, the parties have more chances to disclose disputed issues without any hesitation, rather than in court. So, proper findings of the fact may easily be found which helps the ends of justice.

### **6.14. Protection from Harassment**

People are very much anxious of the harassment by the cranks, cruds busybodies and the like-minded people in and out side the court premises. Even the vexatious and unbecoming behaviour of the lawyers also sometimes cause harassment to the litigants. In ADR parties are not harassed because disputes are solved peacefully. Witnesses are not finding interest to appear before the court due to obnoxious question thrown by the lawyer. However, disputants are not to be afraid of this harassment if they assume the path of ADR.

### **6.15. Winning situation**

In the ordinary process of a suit one party wins and the other party loses. But in ADR both the parties are in a position of winning situation.

### **6.16. Reduce Sufferings of the Litigants**

ADR reduces the sufferings of the litigants. In this respect, Mr. Justice JR Mudassir Hussain mentions that, 'Alternative Dispute Resolution (ADR), being much cheaper and speedier than the existing legal system, can greatly mitigate the sufferings of the poor litigants'.<sup>42</sup>

### **6.17. Alleviation of Poverty**

Parties to litigation are benefited immensely by prompt resolution of the dispute and recovery of lump sum money, if any through mediation, which would have taken a number of years in a trial. It thus helps to alleviate poverty.

### **7. Analysis on Success Achieved by Implementing ADR Mechanisms in Bangladesh**

One of the recommendations made in the report of Bangladesh Legal Study Group (BLSG) which was formed under the leadership of then Justice Mustafa Kamal, as mentioned above, was to initiate immediately a pilot project, a non mandatory consensual dispute resolution system in the Family Court in Dhaka, the capital, and then to extent it to other courts. The reason for inclusion of the Family Courts in the Pilot Project was that it did not involve any new legislation. The Family Courts Ordinance, 1985 itself provides for conciliation whereas inclusion of other courts at that stage needed legislation or amendment of the Civil Procedure Code, 1908.<sup>43</sup> In the pilot project, statistics show that the total realization of money through execution of decrees in family suits disposed of by trial is far below the total realization of money in disputes settled through mediation. From 1985 to 2000 the total money realized in connection with Family Court cases of the three courts in the project was about TK.62,00,000 (estimated £ 56,360) whereas the total realization through mediation since the introduction of mediation in the same Courts from June 2000 up to 16<sup>th</sup> May 2001 was about TK.51,00,000 (estimated £ 46,360).<sup>44</sup>

Another statistics show that in 2 years of the functioning of the Pilot Family Courts, all the Family Pilot Courts had disposed of 83% at the highest and 35% at the lowest rate of all pending family cases.<sup>45</sup> The paramount success of the mediation courts is changing the mental attitudes of the judges, lawyers, litigants and general public who were in doubts about mediation. Mr. Justice K.M. Hasan<sup>46</sup> considering the prospect of ADR in Bangladesh remarked, "The success of mediation in the Family Courts is not the end. We look forward to the day when introduction of ADR Mechanism in other courts, like Commercial Courts will be achieved". Comparative study of the Family Court's performance of Bangladesh regarding disposal and realization of amount are shown up to 31 January 2004, under pilot project in resolving the disputes by mediation, one of the mechanisms of ADR.<sup>47</sup>

SL. No	Districts	No. of Total Disposal through Mediation	Total realization of decretal amount through Mediation since introduction of ADR mechanism	Average amount realized per year through "execution case" in the entire judgeship (5yr's av'g.) before introduction of ADR
1	2	3	4	5
1	Dhaka	557	TK. 2,24,18,739.00	TK. 6,00,452.00
2	Chittagong	493	TK. 2,34,87,545.00	TK. 11,65,446.00
3	Barisal	45	TK. 5,49,100.00	TK. 1,35,168.00
4	Sylhet	102	TK. 54,43,000.00	TK. 2,18,777.00
5	Rajshahi	102	TK. 14,48,009.00	TK. 1,77,153.00
6	Khulna	92	TK. 10,05,338.00	TK. 1,05,782.00
7	Jessore	142	TK. 11,33,723.00	TK. 1,37,753.00
8	Rangpur	235	TK. 40,83,343.00	TK. 81,148.00
9	Kushtia	185	TK. 68,25,017.00	TK. 90,735.00
10	Comilla	213	TK. 46,71,756.00	TK. 1,71,630.00
11	Bogra	130	TK. 19,78,585.00	TK. 6,59,328.00
12	Faridpur	59	TK. 14,26,300.00	TK. 84,955.00
13	Mymensingh	63	TK. 4,28,203.00	
	<b>Total:</b>	2418	TK. 7,44,70,455.00	TK. 36,28,327.00

**8. The following Recommendations for Strengthening ADR in the Administration of Civil Justice in Bangladesh are suggested:**

- i. Adequate provisions of ADR should be inserted in all civil proceedings.
- ii. ADR should be made binding in all civil proceedings like Family Court proceedings.
- iii. Judges and lawyers should be equipped with proper training on ADR mechanisms.
- iv. The fee of the mediator or arbitrator or conciliator should be determined specifically.
- v. Proceedings for ADR mechanism should be assigned on the judges who are especially trained up for it.
- vi. Mediator's fee should be deposited to the Government fund so that mediator can easily refund that.

- vii. Institution should be established for effective training of concerned persons in ADR.
- viii. Courses on ADR should be included in the college and university syllabus.
- ix. Joint activities of NGO's and government should be ensured.
- x. The rural and urban people should be made aware of the benefits of ADR through NGO, print media and electronic media especially Bangladesh Television and Radio Bangladesh through different programs.
- xi. Seminars, symposium, workshops etc. should be arranged to disseminate the benefits of ADR to the mass people.

## **9. Conclusion**

In Bangladesh, the concept of ADR has not been institutionalized yet. The recent initiatives taken in order to apply ADR in other civil suits have yet to give results. ADR has been introduced in Bangladesh as a kind of optional novelty. Though it has not developed fully, it is emerging and gaining momentum. The Government has taken some positive steps to broaden the application of ADR in all spheres of suits but there is still a great deal to be done to establish it at the heart of legal services sector. To get the real output of ADR, it needs innovative exercises and motivators throughout the country. Implementation of ADR mechanisms in the administration of civil justice can greatly reduce backlogs, expenses of litigation, delay and the sufferings of the litigants in the judiciary of Bangladesh.

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