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# Conclusiveness of Judgment in Alternative Dispute Resolution

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RITTI RAMYA<sup>1</sup> AND UJJAWAL KUMAR SINGH<sup>2</sup>

## ABSTRACT

*This paper delves into the concept of the conclusiveness of judgment within the realm of Alternative Dispute Resolution (ADR). A fundamental principle of ADR is the resolution of disputes outside of traditional litigation through methods such as arbitration, mediation, and negotiation. However, questions arise regarding the finality and conclusiveness of decisions rendered through these processes. In the realm of ADR, which encompasses various methods of resolving disputes outside of traditional litigation, the application of res judicata poses unique challenges and opportunities. This paper examines how res judicata principles intersect with different forms of ADR, such as arbitration, mediation, and negotiation. Additionally, it explores the implications of res judicata for the finality, efficiency, and legitimacy of ADR processes. This paper explores the extent to which judgments or awards issued in ADR proceedings are considered conclusive, examining the implications for the parties involved and the broader legal landscape. Through an analysis of legal frameworks, case studies, and scholarly literature, this paper navigates the complexities of conclusiveness in ADR, aiming to provide insights into its practical application and theoretical underpinnings.*

**Keywords:** *Conclusiveness of Judgment, resolving Disputes, Arbitration, Mediation, Negotiation, Finality, Legal Framework.*

## I. INTRODUCTION

The Rule of Conclusiveness of Judgment is also known as The doctrine of Res Judicata according to section 11 of The Civil Procedure Code. The word res judicata is formulated by two Latin words that are “res” which means “subject-matter or dispute” and “judicata” which means “adjudicated or decided”, which combined means that once a matter is adjudicated, it cannot be re-adjudicated. According to Spencer Bower, the meaning of res judicata is “a final decision pronounced by a judicial tribunal having competent jurisdiction over the cause or matter in litigation, and the parties thereto.” In Roman law, through a maxim, the doctrine of res judicata has been explained which is “Ex Capito res judicata” which means that “one suit

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and decision is enough for any single dispute.” So, in simple words, we can say that the doctrine of res judicata provides a certain condition by which a person is eligible to file a suit or case again. Generally, this doctrine applies between past litigation and future litigation (any litigation or disputes that are directly related to a previous suit) means that when a question of fact or law has been decided between two parties in a suit or case by pronouncing a final judgment then neither party shall be allowed to in a future suit between the same party or the same subject matter, except in the case of appeal. The Doctrine of Res Judicata is also known as the Rule of Conclusiveness of judgment according to section 11 of the Civil Procedure Code. The definition of the doctrine of res judicata in Indian law has been provided under section 11 of the Code of Civil Procedure, 1908. The Doctrine of Res Judicata is a fundamental principle in civil and common law systems that prevents the relitigating of issues already judicially determined. This doctrine is crucial in maintaining finality and consistency in legal proceedings. However, its application in Alternative Dispute Resolution (ADR) mechanisms<sup>3</sup>, such as arbitration, is less clear-cut due to the private and voluntary nature of these processes. The application of the Doctrine of Res Judicata in ADR, particularly arbitration, is a complex issue. While it is widely accepted that arbitration awards have res judicata effects based on party consent, the material differences between the res judicata principles applied in common law and civil law jurisdictions create challenges in their application in international arbitration. The Doctrine of Res Judicata plays a crucial role in maintaining finality and consistency in legal proceedings. However, its application in ADR mechanisms, such as arbitration, is less clear-cut due to the private and voluntary nature of these processes.

## **II. HISTORICAL BACKGROUND**

The rule of conclusiveness of judgment is also known as the doctrine of Res Judicata. Res judicata is a principle that prohibits the same parties from relitigating a case that has already been decided. In the context of Alternative Dispute Resolution (ADR), the application of res judicata can be complex due to the informal nature of ADR processes. The doctrine of res judicata is of significant importance in Alternative Dispute Resolution (ADR) processes, particularly in arbitration. In the context of ADR, res judicata serves to uphold effective time and resource management, as well as to affirm the finality of an arbitral award. It also helps to prevent parties from re-litigating issues or claims that have already been decided in a previous adjudication, thereby promoting consistency and fairness in dispute resolution. The historical background of res judicata in Alternative Dispute Resolution (ADR) can be traced back to the

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<sup>3</sup> Section 89 of the Code of Civil Procedure, 1908

origins of this legal doctrine. Res judicata, also known as claim preclusion, is a fundamental principle in common law civil procedure that aims to prevent injustice by barring the relitigation of claims between the same parties. The concept of res judicata has ancient roots, recognized by Roman jurists, ancient Hindu texts, and Greek customs, reflecting enduring wisdom applicable across legal systems. In the context of international law and arbitration, res judicata plays a crucial role in ensuring finality and preventing the re-litigation of issues that have already been decided. The doctrine of res judicata is considered a general principle of law recognized by civilized nations, as stated in Article 38(1)(c) of the International Court of Justice Statute. This principle applies in international arbitration and other proceedings, emphasizing that the same parties cannot re-litigate a case that has already been decided. The historical importance of res judicata in the context of ADR lies in its evolution over centuries, from its recognition in English common law to its application in civil law countries and international legal systems. The doctrine of res judicata serves as a cornerstone of legal systems worldwide, promoting judicial consistency, finality of judgments, and the prevention of multiple litigations on the same issues between parties. Res Judicata and ADR are two fundamental principles in the Indian legal system. The principle of Res Judicata in India has its roots in ancient Hindu law. The Mitakshara, a legal treatise on inheritance, clearly supports the principle, stating, "A man shall not go to law with his father, nor with a learned man, nor with the king, nor with a man who has saved his life, nor with a person who has been previously tried. In the landmark case of *Satyadhyan Ghosal v. Deorjin Debi*<sup>4</sup>, the Supreme Court of India clarified the principle of Res Judicata, stating that the principle applies not only to what was decided but also to what could have been decided. The history of ADR in India can be traced back to the ancient system of village Panchayats. This indigenous system of dispute resolution was prevalent even before the British rule. The modern-day ADR system was introduced in India through the British Arbitration Act of 1899, which was later replaced by the Arbitration Act of 1940. The current law governing ADR in India is the Arbitration and Conciliation Act, of 1996. In the case of *Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd*<sup>5</sup>, the Supreme Court of India emphasized the importance of ADR and suggested that courts should refer disputes to ADR processes wherever possible. The principle of res judicata in the context of ADR in India can be traced back to the Arbitration and Conciliation Act, of 1996. Section 36 of the Act<sup>6</sup> provides that where the time for making an application to set aside the arbitral award under section 34 has expired, or such application having been made, it has been refused, the award

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<sup>4</sup> AIR (1950)SC 941

<sup>5</sup> AIR (2010) 8 SCC 24

<sup>6</sup> The Arbitration and Conciliation Act, 1996

shall be enforced under the Code of Civil Procedure, 1908 in the same manner as if it were a decree of the court. The application of the Doctrine of Res Judicata in ADR, particularly arbitration, is a complex issue. While it is widely accepted that arbitration awards have res judicata effects based on party consent, the material differences between the res judicata principles applied in common law and civil law jurisdictions create challenges in their application in international arbitration. The Doctrine of Res Judicata plays a crucial role in maintaining finality and consistency in legal proceedings. However, its application in ADR mechanisms, such as arbitration, is less clear-cut due to the private and voluntary nature of these processes. This implies that an arbitral award has the same effect as a court decree and thus, the principle of res judicata applies to it. In the landmark case of *Booz Allen & Hamilton Inc. vs SBI Home Finance Ltd. & Ors*<sup>7</sup>, the Supreme Court of India held that the principle of res judicata binds an arbitral tribunal. The court also stated that an arbitral tribunal is competent to rule on its jurisdiction and can decide whether the principle of res judicata applies to a particular claim. Further, in the case of *Pandurang Dhoni Chougule Vs. Maruti Hari Jadhav*<sup>8</sup>, the Supreme Court held that the principles of res judicata would apply to the decisions rendered by Lok Adalat<sup>9</sup>.

### III. CONCLUSIVENESS OF JUDGMENT IN ALTERNATIVE DISPUTE RESOLUTION

The Rule of Conclusiveness of Judgment is a legal principle that prevents the re-litigation of issues or claims that have already been decided in a previous judicial or arbitral proceeding. The Rule of Conclusiveness of judgment signifies that no person should be disputed twice for the same reason, further, it should be the state that decides there should be an end to the litigation and lastly there should be a decision made by a judicial authority, that should be accepted. Section 89 of the Code of Civil Procedure (CPC) pertains to the settlement of disputes outside the court. It empowers the court to formulate terms of settlement and provide them to the parties for their observations. After receiving the observations, the court may reformulate the terms of a possible settlement and refer the same for arbitration, conciliation, or judicial settlement including settlement through Lok Adalat, or mediation. Section 89 of the Code of Civil Procedure (CPC) aims to facilitate the resolution of disputes outside the court, thereby reducing the burden on the judiciary and promoting speedy justice. It empowers the court to formulate terms of settlement and provide them to the parties for their observations. After receiving the observations, the court may reformulate the terms of a possible settlement and

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<sup>7</sup> AIR (2011) 5 SCC 532

<sup>8</sup> AIR (1966) SC 153

<sup>9</sup> see, The Legal Service Authorative Act, 1987

refer the same for arbitration, conciliation, or judicial settlement including settlement through Lok Adalat, or mediation. In the context of Alternative Dispute Resolution (ADR), particularly arbitration, the Doctrine of Res Judicata plays a crucial role in promoting the finality and efficacy of arbitral proceedings. The principle seeks to uphold effective time and resource management, as well as the affirmation of an arbitral award's finality. The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards<sup>10</sup> has played a significant role in the recognition and enforcement of arbitral awards, requiring courts to recognize and enforce arbitral awards, and many national laws implementing the Convention incorporate the principle of res judicata. International courts, such as the International Court of Justice (ICJ) and national courts with jurisdiction over international arbitration matters, have issued decisions that emphasize the importance of finality in arbitral awards. The consistent recognition of the res judicata effect of arbitral awards across jurisdictions has contributed to the evolution of customary international law, reflecting a growing consensus on the need for finality in cross-border dispute resolution. However, the rise of multi-tiered dispute resolution clauses, involving multiple stages such as negotiation, mediation, and arbitration, poses challenges to the application of res judicata. Efforts to harmonize arbitration laws and practices continue to shape the application of res judicata, seeking to enhance the enforceability and recognition of arbitral awards globally. The Doctrine of Res Judicata is a fundamental principle in civil and common law systems that prevents the relitigation of issues already judicially determined. This doctrine is crucial in maintaining finality and consistency in legal proceedings. However, its application in Alternative Dispute Resolution mechanisms, such as arbitration, is less clear-cut due to the private and voluntary nature of these processes.

#### **(A) Conclusiveness Of Judgment in Arbitration:**

The Conclusiveness of judgment generally applies to arbitration proceedings, as it is the principle that prevents the relitigation of a claim against another party in a subsequent proceeding based on the same cause of action. In the context of international commercial arbitration<sup>11</sup>, the principle of res judicata has two separate effects: the positive impact, which requires the parties to comply with the judgment on their disputes, and the negative effect, which precludes the parties from litigating the same subject matter of the settled claim again. The doctrine of res judicata applies in arbitration, ensuring finality to judgments and preventing relitigation of the same claims or issues already settled. It prohibits parties from re-litigating matters already judged, maintaining consistency and avoiding misuse of judicial proceedings.

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<sup>10</sup> 7 ILM 1046 (1968)

<sup>11</sup> Section 2(1)(f) of the Arbitration and Conciliation Act, 1996

In international arbitration, *res judicata* is crucial, preventing the same issues from being re-litigated between the same parties. The principle is a fundamental aspect of international legal frameworks, ensuring the binding nature of arbitral awards. *Res judicata* impacts the enforceability of arbitral awards by ensuring finality and precluding relitigation of settled matters. Once an arbitral award is made, it is considered *res judicata*, making it final and binding on the parties involved. This principle prevents the same subject matter from being re-litigated in subsequent proceedings, enhancing the enforceability of arbitral awards by upholding their conclusive nature. *Res judicata* plays a crucial role in maintaining the integrity and effectiveness of arbitral decisions, promoting the stability and enforceability of the arbitration process. The doctrine becomes important in achieving finality to a judgment, avoiding repetition, and ensuring the judicial proceedings are not misused. In international arbitration, the principle of *res judicata* is integral to the international legal framework and is relevant in a similar sense as it is to the criminal and civil procedure of national legal systems. The doctrine prevents the re-questioning of a right or fact specifically determined by a court or tribunal of competent jurisdiction between the same parties. The application of *res judicata* in arbitration is based on the principles of finality and conclusiveness of past rulings, ensuring that the arbitration process results in a decision that is both final and binding on the parties. Exceptions to the doctrine of *res judicata* in arbitration include situations where there is a different cause of action, interlocutory orders, waiver of a decree of *res judicata*, changes in the law, and when the court is not competent to decide. These exceptions allow for flexibility in certain circumstances where relitigation may be necessary due to distinct legal grounds or procedural considerations, ensuring fairness and adaptability within the arbitration process.

### **(B) Conclusiveness of Judgment in Mediation:**

The Rule of conclusiveness of judgment anticipates re-litigation of issues or claims as of now chosen in a past settling, which is vital for the irrevocability and viability of arbitral procedures. Whereas its application changes among locales, common law frameworks by and large have a broader approach compared to gracious law frameworks. Arbitral *res judicata* can be based on fractional choices and non-annulled parts of arbitral grants but not on between-times choices such as temporary measures or procedural orders. In intercession, the concept of *res judicata* isn't ordinarily appropriate due to its non-adjudicative nature. In any case, mediation agreements can secure *res judicata* impact on the off chance that they are recognized as authoritative and last by the parties and the courts, as seen in workers' stipend cases. This acknowledgment empowers intercession as a reasonable elective to the case and guarantees the enforceability of interceded understandings. *Res judicata* plays a critical part in arbitral procedures, advancing

certainty and proficiency. Res judicata, a legitimate guideline that anticipates re-litigation of issues or claims as of now chosen in a past arbitration, is pivotal for the irrevocability and adequacy of arbitral procedures. Whereas its application shifts among locales, common law frameworks for the most part have a broader approach compared to gracious law frameworks. Arbitral res judicata can be based on halfway choices and non-annulled parts of arbitral grants but not on interval choices such as temporary measures or procedural orders. In intervention, the concept of res judicata isn't regularly pertinent due to its non-adjudicative nature. Be that as it may, intervened understandings can procure a res judicata impact in case they are recognized as authoritative and last by the parties and the courts, as seen in workers' stipend cases. This acknowledgment empowers intercession as a reasonable elective to the case and guarantees the enforceability of mediation agreements. In rundown, res judicata plays a noteworthy part in arbitral procedures, advancing irrevocability and productivity. In intervention, whereas the rule itself may not specifically apply, mediation agreements can secure res judicata impact, emphasizing the significance of honoring such understandings in consequent procedures. The confinements of res judicata in mediation agreements stem from the non-adjudicative nature of intervention. Res judicata essentially applies to adjudicative forms such as case and intervention, where a last and official choice is rendered by a court or tribunal. In differentiation, intercession could be a consensual handle aimed at encouraging an arranged settlement between parties, without a third party forcing a choice. In any case, mediation agreements can procure res judicata impact in case they are recognized as official and last by the parties and the courts, as seen in workers' recompense cases. This acknowledgment empowers intercession as a reasonable elective to the case and guarantees the enforceability of mediation agreements.

### **(C) Conclusiveness of Judgment in Negotiations And Conciliation:**

The Rule of conclusiveness of judgment alludes to the legitimate rule that anticipates the re-litigation of a matter that has as of now been decided by a court or tribunal. It may be a principal concept in numerous lawful frameworks, counting common law and gracious law wards, as well as in open worldwide law. The tenet advances certainty, consistency, and proficiency in lawful procedures, and makes a difference avoid twofold recuperation and inconsistent choices coming about from duplicative procedures. Within the setting of negotiations, res judicata can play a part in guaranteeing that parties don't re-litigate issues that have as of now been decided. Whereas conventional articulations of the rule tend to center on court cases, it is fair as vital that debate settled through ADR forms, such as arrangement, intercession, and assertion, ought to be treated as last and authoritative. The standards of res judicata can be connected to ADR forms, but there may be contrasts due to the nonappearance of a State-organized trial and the



nearly all-inclusive application of privacy to ADR forms. Hence, it is imperative to consider the particular circumstances of each case when applying the standards of *res judicata* to arrangements and other ADR forms. This may help ensure that parties are not allowed to relitigate their debate after a last choice, advancing decency, consistency, and proficiency within the determination of lawful debate. *Res judicata*, a lawful rule that advances certainty in a case, can moreover be connected to conciliation proceedings. It anticipates the same parties from relitigating the same cause of activity that has as of now been judged by a competent court or tribunal. Within the setting of conciliation, *res judicata* guarantees that parties cannot raise issues that have as of now been chosen, advancing productivity and reasonableness within the debate determination process in any case, it's imperative to note that interlocutory applications<sup>12</sup>, such as those looking for between times measures or conservation of the property, are not subject to *res judicata*, permitting for consequent applications beneath Area 9 of the Intervention and Conciliation Act, 1996. The application of *res judicata* in conciliation makes a difference keep up consistency and irrevocability in lawful procedures, avoiding superfluous delays and excess cases.

#### **(D) Conclusiveness of Judgment in Lok Adalat:**

The Rule of Conclusiveness of judgment avoids the re-litigation of a matter that has as of now been judged by a court of competent purview. It could be a run show of proof that gives irrevocability to judgments and avoids the badgering of parties by numerous claims on the same issue. The teaching is pertinent in different lawful frameworks, including Authoritative Law, Respectful Strategy Code, Universal Law, and indeed the Structure of India. Within the setting of Lok Adalat, *Res Judicata* applies to the degree that a matter as of now settled by a Lok Adalat cannot be re-litigated. A grant of Lok Adalat is rise to a proclaim on compromise and has the same authoritative impact and conclusiveness. Be that as it may, a Lok Adalat does not have ward to pass a proclamation on a point on which the parties have not arrived at a compromise or settlement. In discretion procedures, *Res Judicata* is appropriate to bar the re-litigation of claims as of now put some time recently the past tribunal. After a grant is articulated, no activity can be commenced on the first claim which had been or seems to have been the subject matter of reference. Be that as it may, where a moment reference is made for debate emerging after the primary reference, such debate is not banished by *Res Judicata*. *Res Judicata* applies to Lok Adalat cases in that a matter as of now settled by a Lok Adalat cannot be re-litigated. A grant of Lok Adalat is rise to a proclaim on compromise and has the same official impact and

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<sup>12</sup> See, Order XXXVIIA , of the Code of Civil Procedure, 1907

conclusiveness. In any case, a Lok Adalat does not have a locale to pass a declaration on a point on which the parties have not arrived at a compromise or settlement. The guideline of Res Judicata is based on the open arrangement of maintaining a strategic distance from an assortment of procedures and guaranteeing the conclusion of official choices. It too applies to assertion procedures, with the arrangements of the Code of Gracious Method, counting Segment 11 on Res Judicata, applying to intervention procedures. In any case, a jurisdictional address wrongly chosen would not pull in the guideline of Res Judicata, as an arrangement passed without purview would not be authoritative. the effect of Res Judicata on offer in Lok Adalat cases is that a matter as of now arbitrated by a Lok Adalat cannot be re-litigated, and a grant of Lok Adalat is equal to a declaration on compromise and has the same official impact and conclusiveness. In conclusion, Res Judicata could be a principal legitimate rule that advances conclusion, consistency, and legal economy. It is appropriate in different lawful frameworks and instruments of debate determination, counting Lok Adalat, and arbitration procedures.

#### IV. LANDMARK JUDGMENT

- *Booz Allen and Hamilton Inc. v. SBI Home Finance Ltd. & Ors.* (2011)<sup>13</sup>: In this landmark case, the Supreme Court of India addressed the issue of whether an arbitral award would have a preclusive effect on subsequent litigation. The court held that the principle of res judicata would apply to arbitral awards, provided that the conditions for res judicata are satisfied, such as the identity of parties and subject matter, and that the arbitral award is final and binding.
- *National Aluminum Co. Ltd. v. Pressteel & Fabrications (P) Ltd.* (2004)<sup>14</sup>: This case dealt with the issue of whether a settlement agreement reached through mediation would have a preclusive effect on subsequent litigation. The Supreme Court held that once parties reach a settlement agreement through mediation and it is reduced to writing and signed, it would have the same effect as a decree of a civil court, and hence, the principles of res judicata would apply.
- *Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. Pvt. Ltd.* (2010)<sup>15</sup>: In this case, the Supreme Court considered whether an arbitral award could be challenged on the ground of res judicata. The court held that once an arbitral award attains finality, it would have the same effect as a decree of a civil court, and thus, the principle of res

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<sup>13</sup> AIR 2011 SC 2507

<sup>14</sup> AIR (2004) 1 SCC 540

<sup>15</sup> AIR (2010) 8 SCC 24

judicata would apply to prevent the same issues from being re-agitated in subsequent proceedings.

- *State of Haryana v. Raghubir Singh* (1987)<sup>16</sup>: This case is significant for establishing the principle that an arbitral award, if not challenged within the statutory period under the Arbitration and Conciliation Act, 1996, attains finality and would be binding on the parties. This emphasizes the importance of finality in ADR processes and indirectly relates to the application of res judicata.
- *Mastrobuono v. Shearson Lehman Hutton, Inc.* (1995)<sup>17</sup>: While not directly related to ADR, this case addressed whether a general arbitration agreement encompassed statutory claims. The Supreme Court held that the FAA (Federal Arbitration Act) did not mandate the application of state-law rules that would require the arbitration of federal statutory claims. This case is significant in emphasizing the importance of clarity and specificity in arbitration agreements, which indirectly relates to the principles of res judicata and finality in ADR.

## V. CONCLUSION

The Rule of Conclusiveness of Judgment serves as a crucial rule in Alternative Dispute Resolution (ADR), guaranteeing conclusion, proficiency, and decency within the determination of debate exterior conventional court procedures. Through its application, ADR instruments such as arbitration, mediation, and negotiation are permeated with the same lawful standards that oversee judicial decisions, cultivating certainty within the astuteness of results that come through these forms. This rule will remain a cornerstone principle, guiding parties and practitioners alike in their pursuit of efficient and equitable dispute resolution outside the courtroom. The Conclusiveness of Judgment underscores the noteworthiness of parties' commitments to stand by the results of ADR procedures, whether through intervention grants or interceded settlement understandings. By avoiding the relitigation of already arbitrated issues between the same parties, res judicata advances the preservation of legal assets, minimizes case costs, and empowers parties to lock in great confidence arrangements to reach commonly satisfactory resolutions. Additionally, the acknowledgment of res judicata in ADR emphasizes the significance of procedural reasonableness and adherence to due preparation, as arbitral grants and intervened settlements are managed at the same level of irrevocability and enforceability as court judgments. This fortifies the authenticity of ADR components as

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<sup>16</sup> AIR (1980) SC 1087

<sup>17</sup> 514 U.S. 52 (1995)

compelling options to conventional cases, advertising parties a forum for settling debate in a way that's speedy, cost-effective, and custom-made to their special needs and interface. As ADR proceeds to advance and pick up conspicuousness as a favored strategy for settling clashes, the tenet of res judicata will stay a foundation rule, directing parties and professionals alike in their interest of proficient and evenhanded debate determination exterior the court. Its application underscores the noteworthiness of honoring understandings, regarding results, and maintaining the run the show of law, subsequently contributing to the keenness and validity of ADR forms in advancing equity and social agreement.

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