



ALTERNATIVE DISPUTE RESOLUTION

The old principle of "communication makes the world go round" can also be a tool in solving and preventing legal disputes; in other words, **dialogue and negotiation between the parties involved is an alternative method for the resolution, and even better, for the prevention of future disputes.** These mechanisms are governed mainly by the principles of voluntariness, confidentiality, flexibility, impartiality, legality, enforceability, and equity.

The result of these alternative methods **is the alternative dispute resolution agreement**, where the agreements reached by the parties on a possible or imminent dispute are reflected, which is then presented to the **Institute of Alternative Justice for approval**; the same as validated and sanctioned by the latter, it is considered an **"enforceable sentence"**, which means that **it cannot be subsequently modified and it shall be fully complied with by those involved.**

Being an enforceable sentence, if one of the parties fails to comply with one or more of the obligations contracted in the agreement, a judge is requested to order its mandatory compliance or; in other words, it is not necessary to go through all the stages involved in a traditional trial to comply with the agreement. Thus, those involved saves energy, time, and resources.

This alternative legal instrument has its origin in the Constitution and is an efficient option to remedy the slowness, uncertainty, excessive complexity, inaccessibility, and the high cost/benefit of traditional justice administration systems.

To enter an agreement, come visit us at the **Private Center number 105 “Correudría Pública número 63”**, accredited before the Institute of Alternative Justice of the State of Jalisco, where our service providers (mediators) will facilitate dialogue and propose solutions that suit the involved parts.

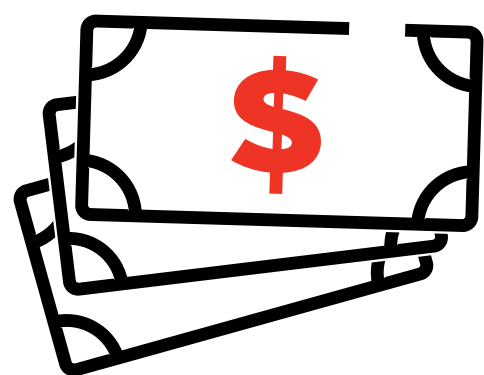
Learn about some of the disputes where alternate methods can be used:

1.- Leases



- Lack of payment or late payment of rents or services.
- Different use of the property to that allowed.
- Alterations, modifications or damage to the property.
- Failure to deliver the property within the established period.
- Any other breach of the obligations.

2.- Loans



- Lack of payment or late payment of monthly payments.
- Interest payment.
- Guarantee enforcement.

3.- Promises of sale



- Deed period.
- Delivery of possession.
- Non-payment.

Dekrett.-® Estudio legal y
Correduría pública

Abogados
Correduría Pública 63
Centro Privado de Mediación Acreditado por el IJA

Fidias 157
Vallarta San Jorge
CP 44690 Guadalajara, MX.

T. 33 3817 3475 / 78
dekrett.com