

NOLEGALPAISA

MODEL DISPUTE RESOLUTION CLAUSES



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MODEL NLP TIERED DISPUTE RESOLUTION CLAUSE

1. Multi-Tier Dispute Resolution Clause

1.1. Any dispute, controversy, or claim arising out of or relating to this Agreement (hereinafter “**Dispute**”) shall be resolved in accordance with the following dispute resolution mechanism administered by *NoLegalPaisa* (hereinafter the “**Platform**”):

1.2. Step 1 – Mandatory Negotiation

1.2.1. The parties shall first attempt to resolve the Dispute amicably through negotiation administered by the Platform,

1.2.1.1. by delivery of a written notice of dispute through the Platform by the party raising the Dispute (hereinafter the “**Notice of Dispute**”), and

1.2.1.2. in accordance with the negotiation rules of the Platform in force at the time of commencement.

1.2.2. The Notice of Dispute shall set out the nature of the Dispute, the relevant facts, and the relief or outcome sought by the party raising it.

1.2.3. The parties shall, through their authorised representatives, negotiate in good faith with a view to resolving the Dispute.

1.2.4. The negotiation shall be deemed terminated upon,

1.2.4.1. Execution of a settlement agreement, or

1.2.4.2. Expiry of fifteen (15) days from the date of receipt of the Notice of Dispute, unless extended by mutual written consent, or

1.2.4.3. Written notice by either party of its election to discontinue the negotiation.

1.2.5. Only upon termination of the negotiation without settlement shall the Dispute be referred to mediation under Step 2 below.

1.3. Step 2 – Mandatory Mediation:

1.3.1. Upon termination of the negotiation without settlement, the parties shall first attempt to resolve the Dispute through mediation administered by the Platform,

1.3.1.1. in accordance with the Mediation Act, 2023, and

1.3.1.2. the mediation rules of the Platform in force at the time of commencement.

1.3.2. The mediation shall be deemed terminated upon,

1.3.2.1. Execution of a settlement agreement, or

1.3.2.2. Expiry of thirty (30) days from the appointment of the mediator, unless extended by mutual written consent, or

1.3.2.3. Execution of a non-settlement report.

1.4. Step 3 – Arbitration:

1.4.1. Upon termination of mediation without settlement, the Dispute shall be finally resolved by arbitration administered by the Platform in accordance with the Arbitration and Conciliation Act, 1996 (hereinafter the “**Arbitration Act**”).

1.4.2. The arbitration shall be conducted by a sole arbitrator appointed through the Platform’s prescribed appointment mechanism in a manner consistent with principles of neutrality and independence under the Arbitration Act.

1.4.3. The seat of arbitration shall be Mumbai, India, and the proceedings shall be conducted virtually.

1.4.4. The arbitration award shall be final and binding on the parties.

1.4.5. Nothing in this clause shall,

1.4.5.1. Preclude either party from seeking interim relief, or

1.4.5.2. Restrict non-waivable statutory remedies, including those under the Consumer Protection Act, 2019.

1.5. Platform Neutrality: The Platform acts solely as a neutral administrator and facilitator of dispute resolution proceedings and shall not act as an adjudicator or decision-maker in any dispute.

1.6. This dispute resolution clause shall survive termination or expiry of the Agreement. If any part of this clause is held unenforceable, the remaining provisions shall continue to remain in full force and effect.

MODEL NLP NEGOTIATION CLAUSE

1. Negotiation Clause

- 1.1. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination (hereinafter “**Dispute**”), shall, as a condition precedent to the initiation of mediation, arbitration, or litigation (where permissible), be first referred to good-faith negotiation administered through the dispute resolution framework of *NoLegalPaisa* (hereinafter the “**Platform**”).
- 1.2. The negotiation shall be conducted:
 - 1.2.1. in good faith and with the genuine intention of resolving the Dispute amicably,
 - 1.2.2. on a confidential and without-prejudice basis, and
 - 1.2.3. through an online dispute resolution (ODR) mechanism facilitated by the Platform in accordance with its negotiation rules in force on the date of commencement of negotiation.
- 1.3. The negotiation shall be initiated by a party serving a written notice of dispute (hereinafter “**Notice of Dispute**”) upon the other party through the Platform, setting out the nature of the Dispute, the material facts giving rise to it, and the relief or outcome sought.
- 1.4. Within 7 (seven) days of receipt of the Notice of Dispute, each party shall nominate a representative duly authorised to negotiate and settle the Dispute, and such representatives shall confer and attempt in good faith to resolve the Dispute.
- 1.5. The negotiation shall be completed within 30 (thirty) days from the date of receipt of the Notice of Dispute, unless extended by mutual written consent of the parties.
- 1.6. Each party shall bear its own costs of the negotiation, and the costs of facilitation by the Platform shall be shared equally, unless otherwise agreed in writing.
- 1.7. The juridical place of negotiation shall be Mumbai, India, irrespective of the virtual conduct of the proceedings.
- 1.8. A settlement arrived at through negotiation shall be reduced to writing, signed by or on behalf of the parties, and shall be binding upon and enforceable against them as a contract in accordance with applicable law.
- 1.9. If the negotiation is terminated without settlement, or if no settlement is reached within the period specified above (or any extension thereof), either party shall be entitled to

refer the Dispute to mediation, arbitration, or litigation, as applicable, or to pursue such other remedies as may be available under applicable law.

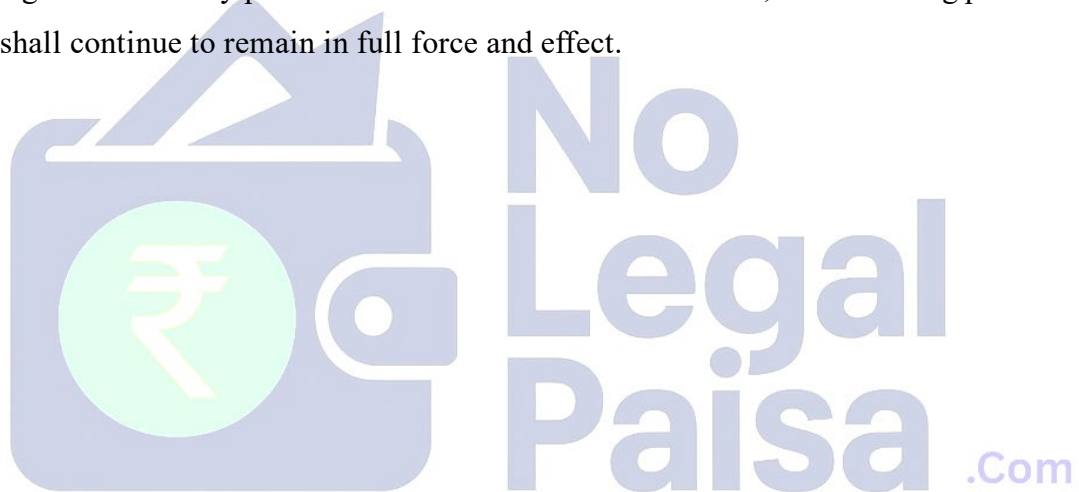
1.10. Nothing in this clause shall,

1.10.1. prevent either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction, or

1.10.2. operate to waive any statutory rights or remedies which cannot be validly waived, including rights under the Consumer Protection Act, 2019.

1.11. Platform Neutrality: The Platform acts solely as a neutral administrator and facilitator of dispute resolution proceedings and shall not act as an adjudicator or decision-maker in any dispute.

1.12. This dispute resolution clause shall survive termination or expiry of the Agreement. If any part of this clause is held unenforceable, the remaining provisions shall continue to remain in full force and effect.



MODEL NLP MEDIATION CLAUSE

2. Mediation Clause

- 1.13. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination (hereinafter “**Dispute**”), shall as a condition precedent to the initiation or arbitration or litigation (where permissible), be first referred to mediation administered through the dispute resolution framework of *NoLegalPaisa* (hereinafter the “**Platform**”).
- 1.14. The mediation shall be conducted:
- 1.14.1. In accordance with the Mediation Act, 2023,
 - 1.14.2. on a confidential and without-prejudice basis,
 - 1.14.3. Through an online dispute resolution (ODR) mechanism facilitated by the Platform in accordance with its mediation rules in force on the date of commencement of mediation.
- 1.15. The mediator shall be neutral and independent professional empanelled with the Platform, subject to,
- 1.15.1. Disclosures of independence and impartiality in accordance with applicable law, and
 - 1.15.2. The parties’ right to raise justifiable objections on grounds of conflict of interest.
- 1.16. The mediation shall be completed within 30 (thirty) days from the date of appointment of the mediator, unless extended by mutual written consent of the parties.
- 1.17. The costs of mediation shall be shared equally, unless otherwise agreed in writing.
- 1.18. The juridical place of mediation shall be Mumbai, India, irrespective of the virtual conduct of the proceedings.
- 1.19. A settlement agreement arrived at through mediation shall be reduced to writing and shall be enforceable in accordance with Section 19 of the Mediation Act, 2023.
- 1.20. If the mediation is terminated without settlement, either party shall be entitled to pursue such remedies as may be available under applicable law.
- 1.21. Nothing in this clause shall,
- 1.21.1. Prevent either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction, or

1.21.2. Operate to waive any statutory rights or remedies which cannot be validly waived, including rights under the Consumer Protection Act, 2019.

1.22. Platform Neutrality: The Platform acts solely as a neutral administrator and facilitator of dispute resolution proceedings and shall not act as an adjudicator or decision-maker in any dispute.

1.23. This dispute resolution clause shall survive termination or expiry of the Agreement. If any part of this clause is held unenforceable, the remaining provisions shall continue to remain in full force and effect.



MODEL NLP ARBITRATION CLAUSE

1. Arbitration Clause

- 1.1. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its interpretation, performance, breach, termination, or validity (hereinafter “**Dispute**”), shall be finally resolved by arbitration administered exclusively through the dispute resolution framework of *NoLegalPaisa* (hereinafter the “**Platform**”).
- 1.2. The arbitration shall be conducted:
 - 1.2.1. In accordance with the Arbitration and Conciliation Act, 1996 (hereinafter, the “**Arbitration Act**”), as amended.
 - 1.2.2. Through an online dispute resolution (ODR) mechanism facilitated, and administered by the Platform, and
 - 1.2.3. In accordance with the arbitration rules of the Platform in force on the date of commencement of arbitration, and the applicable law.
- 1.3. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties from the Platform’s panel of independent arbitrators. Failing such appointment within 14 days, the arbitrator shall be appointed in accordance with the appointment mechanism prescribed by the Platform in its rules of procedure, and complying with the principles of independence and impartiality under the Arbitration Act.
- 1.4. The arbitrator shall make disclosures in accordance with Section 12 of the Arbitration Act.
- 1.5. The seat of arbitration shall be Mumbai, India and the arbitration shall be governed by the laws of India.
- 1.6. The arbitration proceedings shall be conducted virtually, and such virtual conduct shall be deemed to take place at the seat.
- 1.7. The language of arbitration shall be English.
- 1.8. The arbitral award shall be final and binding on the parties and enforceable in accordance with applicable law.
- 1.9. Nothing in this clause shall prevent,
 - 1.9.1. either party from seeking interim relief under section 9 of the Arbitration Act,or

- 1.9.2.** a consumer from approaching a competent consumer forum where such right cannot be validly waived.
- 1.10.** The parties expressly waive any objection to the arbitration being administered through the Platform, including on the grounds of forum non conveniens.
- 1.11.** Platform Neutrality: The Platform acts solely as a neutral administrator and facilitator of dispute resolution proceedings and shall not act as an adjudicator or decision-maker in any dispute.
- 1.12.** This clause shall survive termination or expiry of this Agreement. If any part of this clause is held unenforceable, the remaining provisions shall continue to remain in full force and effect.



MODEL NLP DISPUTE CLAUSES (SHORT-FORM)

Tiered Resolution Clause

1. Tiered Resolution: Any dispute arising out of or relating to this Agreement shall first be referred to good-faith negotiation between the authorised representatives of the Parties, initiated by written notice of the dispute served through NoLegalPaisa. If the dispute is not resolved within 15 days of such notice, it shall be referred to mediation administered through NoLegalPaisa. If the dispute is not resolved within 30 days of the mediator's appointment, the dispute shall be finally resolved by arbitration administered through NoLegalPaisa in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai, India. The award shall be final and binding, subject to non-waivable statutory rights. This clause does not restrict the right to seek urgent interim relief.

Negotiation Clause

1. Negotiation: Any dispute arising out of or relating to this Agreement shall first be referred to good-faith negotiation between the authorised representatives of the Parties, initiated by written notice of the dispute served through NoLegalPaisa. The Parties shall attempt to resolve the dispute amicably within 15 days of such notice, unless extended by mutual consent. All negotiations shall be confidential and conducted on a without prejudice basis. This clause does not restrict any non-waivable statutory remedies or the right to seek urgent interim relief.

Mediation Clause

1. Mediation: Any dispute arising out of or relating to this Agreement shall first be referred to mediation administered through NoLegalPaisa, in accordance with the Mediation Act, 2023, through an online dispute resolution mechanism. The mediation shall be confidential, conducted by a neutral mediator empanelled with NoLegalPaisa, and completed within 30 days of the mediator's appointment, unless extended by mutual consent. The juridical place of mediation shall be Mumbai, India. This clause does not restrict any non-waivable statutory remedies or the right to seek urgent interim relief.

Arbitration Clause

1. Arbitration: All disputes arising out of or relating to this Agreement shall be finally resolved by arbitration administered through NoLegalPaisa in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator, the seat of arbitration shall be Mumbai, India, the proceedings shall be conducted virtually, and the award shall be final and binding. This clause does not limit the right to seek interim relief or non-waivable statutory remedies.

