MODEL DISPUTE RESOLUTION CLAUSE

Model NLP Arbitration Clause

Final and binding online arbitration before a sole arbitrator, administered by NLP.

About this clause

Use this clause when you want disputes to be decided finally by a neutral sole arbitrator instead of a court. The arbitration is administered by NLP and conducted online.

The award is final and binding, subject to the limited recourse available under the Arbitration and Conciliation Act, 1996, and can be enforced under section 36 of that Act.

Before you use it

1. Replace "this Agreement" and "Party" with the terms your contract uses. The numbering assumes this is clause 1, so update the cross-references if you renumber it.
2. Insert each party's email address for service in clause 1.11.
3. Mumbai is the default seat and English the default language. You may agree a different seat in India or a different language.
4. Clause 1.6 (fast track procedure) is optional. Keep it only if both parties want a documents-only arbitration with an award within six months. Otherwise delete it.

Text shown [highlighted in brackets] is a default or an option. Complete, confirm or delete it before signing, and remove the brackets.

The clause

Copy the text below into your contract.

1. Arbitration

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 (a **"Dispute"**) shall be referred to and finally resolved by arbitration administered by NoLegalPaisa, the online dispute resolution platform owned and operated by Kaahmuchee Solution Private Limited, acting as the administering institution (**"NLP"**), and conducted online through NLP's platform at www.nolegalpaisa.com (the **"Platform"**). The Parties agree to the administration of the arbitration by NLP.

1.2 The arbitration shall be conducted in accordance with:

(a) the Arbitration and Conciliation Act, 1996 (the **"Arbitration Act"**); and

(b) the NLP Arbitration Rules and the NLP Fee Schedule (together, the **"Rules"**), in the version in force on the date on which the arbitration is commenced. The Rules form part of this clause. If there is any conflict between this clause and the Rules, this clause shall prevail.

1.3 The arbitral tribunal shall consist of a sole arbitrator. The Parties may jointly nominate the arbitrator from NLP's panel of arbitrators within the time allowed by the Rules, failing which

NLP shall appoint the arbitrator in accordance with the Rules. No Party shall be entitled to appoint or select the arbitrator alone.

1.4 No person who is ineligible under section 12(5) of, read with the Seventh Schedule to, the Arbitration Act shall be appointed. The arbitrator shall make the disclosures required by section 12 of the Arbitration Act, and any challenge to the arbitrator shall be dealt with under the Rules and sections 12 and 13 of the Arbitration Act.

1.5 The seat of arbitration shall be [Mumbai], India. The proceedings shall be conducted online through the Platform, which shall be the venue, unless the Parties agree or the arbitral tribunal directs that a hearing be held in person. Conducting the proceedings online shall not change the seat. This agreement to arbitrate shall be governed by the laws of India.

1.6 [**Optional: fast track procedure.** The Parties agree that the arbitration shall be conducted under the fast track procedure in section 29B of the Arbitration Act and the Rules. The Dispute shall be decided on written pleadings, documents and submissions, without an oral hearing unless all Parties request one or the arbitral tribunal considers one necessary.]

1.7 The language of the arbitration shall be [English].

1.8 The arbitral award shall be in writing and reasoned. It shall be final and binding on the Parties, subject only to the recourse available under the Arbitration Act, and may be enforced in accordance with section 36 of the Arbitration Act.

1.9 The arbitration shall be confidential in accordance with section 42A of the Arbitration Act.

1.10 **Fees and costs.** Fees shall be payable through the Platform in accordance with the Rules. Unless the Parties agree otherwise in writing, the Party commencing the arbitration shall pay the platform fee (and a Party bringing a counterclaim shall pay the platform fee for that counterclaim), and the arbitrator's fees shall be deposited by the Parties in equal shares. The arbitral tribunal may award costs under section 31A of the Arbitration Act.

1.11 **Notices.** Notices and other communications under this clause may be delivered through the Platform and to the email address of each Party stated below (or any other address that Party later notifies through the Platform), and shall be treated as served in accordance with the applicable Rules. Email for service: [Party A: _____]; [Party B: _____].

1.12 **Rights preserved.** Nothing in this clause shall prevent:

(a) any Party from seeking interim measures from a court under section 9 of the Arbitration Act, from the arbitral tribunal under section 17 of the Arbitration Act, or by way of emergency relief under the Rules; or

(b) a Party that is a consumer within the meaning of the Consumer Protection Act, 2019 from filing a complaint before a Consumer Commission, or any Party from exercising any other right or remedy that cannot lawfully be excluded by agreement.

1.13 **Role of NLP.** NLP acts solely as a neutral administrator of proceedings under this clause. It does not adjudicate or decide any Dispute and does not advise any Party. Facilitators, mediators and arbitrators act independently of NLP and of the Parties.

1.14 **Survival and severability.** This clause is an agreement separate from the other terms of this Agreement and shall survive the termination, expiry or invalidity of this Agreement. If any part of this clause is held to be invalid or unenforceable, the remaining parts shall continue in full force and effect.

Important

This model clause is published by Kaahmuchee Solution Private Limited, which owns and operates NoLegalPaisa, for general information only. It is not legal advice, and NLP does not advise any party on whether or how to use it. Whether a clause suits a particular contract depends on its facts, so parties should take independent legal advice. Proceedings under the clause are governed by the NLP Rules and the NLP Fee Schedule published at www.nolegalpaisa.com. The clause is intended for contracts between parties other than Kaahmuchee Solution Private Limited, and is not used for disputes to which it is itself a party.

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