



ONLINE DISPUTE RESOLUTION

Model Dispute Resolution Clauses

Negotiation • Mediation • Arbitration • Tiered • Short Form

Published by Kaahmucjee Solution Private Limited, owner and operator of NoLegalPaisa

Version 1.0 | October 2026 | www.nolegalpaisa.com

Choosing the right clause

Each clause below can be copied into a contract so that disputes under it are resolved online through NoLegalPaisa. The NLP Rules and the NLP Fee Schedule published on the website set out the procedure and the fees in detail. Each clause works on its own, so choose the one that suits your contract.

How the tiered clause escalates

STEP 1 Negotiation The parties talk directly. 15 days by default	STEP 2 Mediation A neutral mediator assists. 45 days (+30)	STEP 3 Arbitration A sole arbitrator decides. Final and binding
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Clause	Use it when	Possible outcome
Tiered Dispute Resolution	You want an escalating process: negotiation first, then mediation, and arbitration only if both fail.	Settlement at Step 1 or 2, or a binding arbitral award at Step 3
Negotiation	You want the parties to try a structured, time-limited negotiation before anything else. Use it with your contract's arbitration or jurisdiction clause.	A signed settlement agreement, if the parties agree
Mediation	You want a neutral mediator to help the parties settle before arbitration or court. Use it with your contract's arbitration or jurisdiction clause.	A mediated settlement agreement, if the parties agree
Arbitration	You want disputes decided finally by a neutral sole arbitrator instead of a court.	A final and binding arbitral award
Short Form (A to D)	Your contract is short and you want a single-paragraph version of one of the clauses above.	As for the corresponding full clause

About the Mediation Act, 2023: as at October 2026, only some provisions of the Mediation Act, 2023 have been brought into force. The provisions not yet in force include those on enforcing a mediated settlement agreement as a judgment or decree of a court (section 27) and on online mediation (section 30). Until they commence, a settlement reached in negotiation or mediation binds the parties as a contract. The clauses are drafted to take effect under the Act as and when the relevant provisions are brought into force.

MODEL DISPUTE RESOLUTION CLAUSE

Model NLP Tiered Dispute Resolution Clause

Negotiation, then mediation, then arbitration: a single clause that escalates step by step.

About this clause

Use this clause when you want the parties to try to settle a dispute by themselves first, then with the help of a mediator, and to have it decided by a sole arbitrator only if those steps fail. Every step is conducted online through NoLegalPaisa.

The arbitral award at Step 3 is final and binding, subject to the limited recourse available under the Arbitration and Conciliation Act, 1996.

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. Choose the negotiation period in clause 1.3.4(b). The default is fifteen (15) days.
3. Insert each party's email address for service in clause 1.9.
4. Mumbai is the default seat of arbitration and English the default language. You may agree a different seat in India or a different language.

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

About the Mediation Act, 2023: as at October 2026, only some provisions of the Mediation Act, 2023 have been brought into force. The provisions not yet in force include those on enforcing a mediated settlement agreement as a judgment or decree of a court (section 27) and on online mediation (section 30). Until they commence, a settlement reached under this clause binds the parties as a contract. The clause is drafted to take effect under the Act as and when the relevant provisions are brought into force.

The clause

Copy the text below into your contract.

1. Tiered Dispute Resolution

- 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 resolved in the stages set out in this clause, administered by NoLegalPaisa, the online dispute resolution platform owned and operated by Kaahmucjee Solution Private Limited, acting as the administering institution (**"NLP"**), and conducted online through NLP's platform at www.nolegalpaisa.com (the **"Platform"**).
- 1.2 In this clause, the **"Rules"** means the NLP Negotiation Rules, the NLP Mediation Rules and the NLP Arbitration Rules, together with the NLP Fee Schedule, each in the version in force on the date on which the relevant stage is commenced under those Rules. The Rules form part of this clause. If there is any conflict between this clause and the Rules, this clause shall prevail.

- 1.3 **Step 1: Negotiation.** The Parties shall first attempt to resolve the Dispute through good-faith negotiation under the NLP Negotiation Rules.
- 1.3.1 The Party raising the Dispute shall commence negotiation by filing a written notice of dispute on the Platform in the form required by the NLP Negotiation Rules, which refer to it as the Letter of Request (the "**Notice of Dispute**"). The Notice of Dispute shall set out the nature of the Dispute, the material facts and the relief or outcome sought.
- 1.3.2 Within seven (7) days of service of the Notice of Dispute, each Party shall nominate a representative with authority to negotiate and settle the Dispute. The representatives shall negotiate in good faith with a view to resolving the Dispute.
- 1.3.3 The Parties may jointly request NLP to appoint a facilitator under the NLP Negotiation Rules to assist with the conduct of the negotiation.
- 1.3.4 The negotiation stage shall end on the earliest of:
- (a) the signing of a written settlement agreement by all Parties;
 - (b) the expiry of [fifteen (15)] days from the date on which the Notice of Dispute is served in accordance with the NLP Negotiation Rules, or any longer period the Parties agree in writing; or
 - (c) written notice by any Party, delivered through the Platform, that it declines to participate in, or wishes to discontinue, the negotiation.
- 1.3.5 If the negotiation stage ends without a signed settlement agreement, the Dispute shall be referred to mediation under Step 2.
- 1.4 **Step 2: Mediation.** The Dispute shall then be referred to mediation conducted online under the NLP Mediation Rules and, to the extent its provisions are in force, the Mediation Act, 2023.
- 1.4.1 Any Party may commence the mediation by filing a request for mediation on the Platform in accordance with the NLP Mediation Rules.
- 1.4.2 The Parties may jointly nominate a mediator from NLP's panel of mediators within the time allowed by the NLP Mediation Rules, failing which NLP shall appoint the mediator in accordance with those Rules. The mediator shall disclose any circumstances likely to give rise to justifiable doubts about the mediator's independence or impartiality, and any Party may object on that ground in accordance with the NLP Mediation Rules.
- 1.4.3 The mediation stage shall end on the earliest of:
- (a) the signing of a settlement agreement by the Parties and its authentication by the mediator;
 - (b) the issue by the mediator of a non-settlement report under the NLP Mediation Rules;
 - (c) written notice by any Party, delivered through the Platform, that it withdraws from the mediation;
 - (d) the other Party failing to accept the invitation to mediate within the time allowed by the NLP Mediation Rules; or

- (e) the expiry of forty-five (45) days from the appointment of the mediator, or of any extension of up to a further thirty (30) days agreed by the Parties in writing.
- 1.4.4 A settlement reached in mediation shall be recorded in writing, signed by the Parties and authenticated by the mediator. It shall bind the Parties and persons claiming under them, and may be enforced in any manner permitted by law, including under the Mediation Act, 2023 once the relevant provisions are in force.
- 1.4.5 The mediator shall not act as arbitrator, or as representative or counsel of any Party, in any proceedings relating to the Dispute.
- 1.5 **Step 3: Arbitration.** If the mediation stage ends without a settlement, the Dispute shall be referred to and finally resolved by arbitration administered by NLP under the NLP Arbitration Rules and the Arbitration and Conciliation Act, 1996 (the "**Arbitration Act**").
 - 1.5.1 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 NLP Arbitration Rules, failing which NLP shall appoint the arbitrator in accordance with those Rules. No Party shall be entitled to appoint or select the arbitrator alone. No person who is ineligible under section 12(5) of, read with the Seventh Schedule to, the Arbitration Act shall be appointed, and the arbitrator shall make the disclosures required by section 12 of the Arbitration Act.
 - 1.5.2 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.
 - 1.5.3 The language of the arbitration shall be [English].
 - 1.5.4 The arbitral award shall be final and binding on the Parties, subject only to the recourse available under the Arbitration Act.
 - 1.5.5 This agreement to arbitrate shall be governed by the laws of India.
- 1.6 **Confidentiality.** The negotiation and mediation stages shall be confidential and conducted on a without-prejudice basis. Nothing said, offered, admitted or proposed in those stages, including any view expressed by a facilitator or mediator, may be relied on in any later arbitral or judicial proceedings, except as required by law or to enforce a settlement. The arbitration shall be confidential in accordance with section 42A of the Arbitration Act.
- 1.7 **Rights preserved.** Nothing in this clause shall prevent any Party from:
 - (a) seeking interim measures at any stage 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 NLP Arbitration Rules;
 - (b) commencing arbitration under Step 3 before Step 1 or Step 2 has ended, by notice under section 21 of the Arbitration Act or otherwise, where this is necessary to prevent a claim from becoming time-barred. In that case the Parties shall continue with the pending stage and shall request the arbitral tribunal to stay the arbitration, save for interim measures, until that stage has ended; or

- (c) where a Party is a consumer within the meaning of the Consumer Protection Act, 2019, filing a complaint before a Consumer Commission, or exercising any other right or remedy that cannot lawfully be excluded by agreement.
- 1.8 **Fees and costs.** Fees shall be payable through the Platform in accordance with the Rules and the NLP Fee Schedule. Unless the Parties agree otherwise in writing, the Party commencing each stage shall pay the platform fee for that stage, and the fees of any facilitator, mediator or arbitrator shall be shared equally between the Parties. Each Party shall bear its own costs of representation, subject to the power of the arbitral tribunal to award costs under section 31A of the Arbitration Act.
- 1.9 **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: _____].
- 1.10 **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.
- 1.11 **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. In particular, if Step 1 or Step 2 cannot be given effect for any reason, the Parties' agreement to arbitrate under Step 3 shall not be affected.

MODEL DISPUTE RESOLUTION CLAUSE

Model NLP Negotiation Clause

A structured, time-bound negotiation between the parties, conducted online.

About this clause

Use this clause when you want the parties to make a genuine, time-limited attempt to settle a dispute between themselves before they go to mediation, arbitration or court. The parties may also ask NLP to appoint a neutral facilitator to manage the process.

This clause does not decide where an unresolved dispute goes next. Use it together with the arbitration or jurisdiction clause in your contract.

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. Choose the negotiation period in clause 1.6. The default is fifteen (15) days.
3. Insert each party's email address for service in clause 1.14.
4. Make sure your contract also says how an unresolved dispute is to be decided, for example by an arbitration clause.

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. Negotiation

- 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, as a condition precedent to any Party commencing mediation, arbitration or court proceedings (where permitted), first be referred to good-faith negotiation administered by NoLegalPaisa, the online dispute resolution platform owned and operated by Kaahmucjee Solution Private Limited, acting as the administering institution (**"NLP"**), and conducted online through NLP's platform at www.nolegalpaisa.com (the **"Platform"**).
- 1.2 The negotiation shall be conducted under the NLP Negotiation Rules and the NLP Fee Schedule (together, the **"Rules"**), in the version in force on the date on which the Notice of Dispute is registered on the Platform. 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 negotiation shall be conducted:
 - (a) in good faith and with the genuine intention of resolving the Dispute;
 - (b) on a confidential and without-prejudice basis; and
 - (c) online, through the Platform.

- 1.4 The Party raising the Dispute shall commence the negotiation by filing a written notice of dispute on the Platform in the form required by the Rules, which refer to it as the Letter of Request (the "**Notice of Dispute**"). The Notice of Dispute shall set out the nature of the Dispute, the material facts giving rise to it and the relief or outcome sought.
- 1.5 Within seven (7) days of service of the Notice of Dispute, each Party shall nominate a representative with authority to negotiate and settle the Dispute. The representatives shall confer and attempt in good faith to resolve the Dispute.
- 1.6 The negotiation shall be completed within [fifteen (15)] days from the date on which the Notice of Dispute is served in accordance with the Rules, or any longer period the Parties agree in writing (the "**Negotiation Period**").
- 1.7 The Parties may jointly request NLP to appoint a facilitator under the Rules. A facilitator shall assist only with the conduct of the process and shall not evaluate the Dispute or propose terms of settlement.
- 1.8 The negotiation shall end on the earliest of:
- (a) the signing of a written settlement agreement by all Parties;
 - (b) the expiry of the Negotiation Period; or
 - (c) written notice by any Party, delivered through the Platform, that it declines to participate in, or wishes to discontinue, the negotiation.
- 1.9 Any agreement reached on the Platform shall be an agreement in principle only. It shall bind the Parties only when it is recorded in a written settlement agreement signed by or on behalf of all Parties, which shall then be binding on and enforceable against them as a contract.
- 1.10 If the negotiation ends without a signed settlement agreement, any Party may pursue the remedies available to it under this Agreement and the law, including mediation, arbitration or court proceedings, as applicable.
- 1.11 Negotiation under this clause does not replace any pre-institution mediation required by law, including under section 12A of the Commercial Courts Act, 2015.
- 1.12 **Rights preserved.** Nothing in this clause shall prevent any Party from:
- (a) seeking urgent interim or injunctive relief from a court or arbitral tribunal of competent jurisdiction;
 - (b) commencing proceedings before the negotiation has ended where this is necessary to prevent a claim from becoming time-barred. In that case the Parties shall continue with the negotiation and shall, where possible, seek a stay of those proceedings until it has ended; or
 - (c) where a Party is a consumer within the meaning of the Consumer Protection Act, 2019, filing a complaint before a Consumer Commission, or exercising any other right or remedy that cannot lawfully be excluded by agreement.
- 1.13 **Fees and costs.** Fees shall be payable through the Platform in accordance with the Rules. Unless the Parties agree otherwise in writing, the Party filing the Notice of Dispute shall pay the platform fee, and the fee of any facilitator shall be shared equally between the Parties. Each Party shall bear its own costs of the negotiation.

- 1.14 **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: _____].
- 1.15 **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.
- 1.16 **Survival and severability.** This clause shall survive the termination or expiry 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.

MODEL DISPUTE RESOLUTION CLAUSE

Model NLP Mediation Clause

Online mediation with a neutral mediator before any party goes to arbitration or court.

About this clause

Use this clause when you want the parties to try mediation before they start arbitration or court proceedings. A neutral mediator helps the parties reach their own settlement. The mediator does not decide the dispute.

This clause does not decide where an unresolved dispute goes next. Use it together with the arbitration or jurisdiction clause in your contract.

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 1.14.
3. Mumbai is the default place of mediation. You may agree a different place in India.
4. Make sure your contract also says how an unresolved dispute is to be decided, for example by an arbitration clause.

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

About the Mediation Act, 2023: as at October 2026, only some provisions of the Mediation Act, 2023 have been brought into force. The provisions not yet in force include those on enforcing a mediated settlement agreement as a judgment or decree of a court (section 27) and on online mediation (section 30). Until they commence, a settlement reached under this clause binds the parties as a contract. The clause is drafted to take effect under the Act as and when the relevant provisions are brought into force.

The clause

Copy the text below into your contract.

1. Mediation

- 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, as a condition precedent to any Party commencing arbitration or court proceedings (where permitted), first be referred to mediation administered by NoLegalPaisa, the online dispute resolution platform owned and operated by Kaahmucjee Solution Private Limited, acting as the administering institution (**"NLP"**), and conducted online through NLP's platform at www.nolegalpaisa.com (the **"Platform"**).
- 1.2 The mediation shall be conducted under the NLP Mediation Rules and the NLP Fee Schedule (together, the **"Rules"**), in the version in force on the date on which the mediation is commenced, and in accordance with the Mediation Act, 2023 to the extent its provisions are in force. 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 mediation shall be conducted:
- (a) online, through the Platform, to which the Parties consent; and
 - (b) on a confidential and without-prejudice basis. Nothing said, offered, admitted or proposed in the mediation, including any view expressed by the mediator, may be relied on in any later arbitral or judicial proceedings, except as required by law or to enforce a settlement.
- 1.4 Any Party may commence the mediation by filing a request for mediation on the Platform in accordance with the Rules.
- 1.5 The Parties may jointly nominate a mediator from NLP's panel of mediators within the time allowed by the Rules, failing which NLP shall appoint the mediator in accordance with the Rules. The mediator shall be independent and impartial. Accordingly:
- (a) the mediator shall disclose any circumstances likely to give rise to justifiable doubts about the mediator's independence or impartiality, in accordance with the Rules and applicable law; and
 - (b) any Party may object to the mediator on the ground of a conflict of interest, in accordance with the Rules.
- 1.6 The mediation shall be completed within forty-five (45) days from the appointment of the mediator. The Parties may extend this period by up to a further thirty (30) days by written agreement.
- 1.7 The place of mediation shall be [Mumbai], India, even though the mediation is conducted online.
- 1.8 The mediation shall end on the earliest of:
- (a) the signing of a settlement agreement by the Parties and its authentication by the mediator;
 - (b) the issue by the mediator of a non-settlement report under the Rules;
 - (c) written notice by any Party, delivered through the Platform, that it withdraws from the mediation;
 - (d) the other Party failing to accept the invitation to mediate within the time allowed by the Rules; or
 - (e) the expiry of the period in clause 1.6, including any agreed extension.
- 1.9 A settlement reached in mediation shall be recorded in writing, signed by the Parties and authenticated by the mediator. It shall bind the Parties and persons claiming under them, and may be enforced in any manner permitted by law, including under the Mediation Act, 2023 once the relevant provisions are in force.
- 1.10 If the mediation ends without a settlement, any Party may pursue the remedies available to it under this Agreement and the law. The mediator shall not act as arbitrator, or as representative or counsel of any Party, in any proceedings relating to the Dispute.
- 1.11 Mediation under this clause does not replace any pre-institution mediation required by law, including under section 12A of the Commercial Courts Act, 2015.
- 1.12 **Rights preserved.** Nothing in this clause shall prevent any Party from:

- (a) seeking urgent interim or injunctive relief from a court or arbitral tribunal of competent jurisdiction;
 - (b) commencing proceedings before the mediation has ended where this is necessary to prevent a claim from becoming time-barred. In that case the Parties shall continue with the mediation and shall, where possible, seek a stay of those proceedings until it has ended; or
 - (c) where a Party is a consumer within the meaning of the Consumer Protection Act, 2019, filing a complaint before a Consumer Commission, or exercising any other right or remedy that cannot lawfully be excluded by agreement.
- 1.13 **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 mediation shall pay the platform fee, and the mediator's fee shall be shared equally between the Parties. Each Party shall bear its own costs of the mediation.
- 1.14 **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: _____].
- 1.15 **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.
- 1.16 **Survival and severability.** This clause shall survive the termination or expiry 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.

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 Kaahmucjee 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.

MODEL DISPUTE RESOLUTION CLAUSE

Model NLP Dispute Resolution Clauses (Short Form)

Compact, single-paragraph versions of the four model clauses for shorter contracts.

About this clause

Each short-form clause is a condensed version of the corresponding full model clause. It works in the same way, and the NLP Rules fill in the procedural detail. Choose one clause only.

For higher-value or more complex contracts, the full model clauses are recommended because they set out the process in the contract itself.

Before you use it

1. Choose one clause only, and replace "this Agreement" and "Party" with the terms your contract uses.
2. In Clause A and Clause B, choose the negotiation period. The default is fifteen (15) days.
3. Mumbai is the default seat or place, and English the default language of arbitration. You may agree otherwise.
4. Clauses B and C do not decide where an unresolved dispute goes next. Use them together with the arbitration or jurisdiction clause in your contract.

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

About the Mediation Act, 2023: as at October 2026, only some provisions of the Mediation Act, 2023 have been brought into force. The provisions not yet in force include those on enforcing a mediated settlement agreement as a judgment or decree of a court (section 27) and on online mediation (section 30). Until they commence, a settlement reached under this clause binds the parties as a contract. The clause is drafted to take effect under the Act as and when the relevant provisions are brought into force.

The clauses

Copy the one clause you choose into your contract.

Clause A: Tiered Resolution

Any dispute arising out of or in connection with this Agreement shall first be referred to good-faith negotiation between authorised representatives of the Parties, commenced by a notice of dispute filed on NoLegalPaisa ("NLP"), the online dispute resolution platform operated by Kaahmucnee Solution Private Limited, under the NLP Negotiation Rules. If the dispute is not settled within [fifteen (15)] days of service of that notice, or any longer period agreed in writing, it shall be referred to online mediation administered by NLP under the NLP Mediation Rules and, to the extent in force, the Mediation Act, 2023. If the dispute is not settled within forty-five (45) days of the mediator's appointment (extendable by up to thirty (30) days by written agreement), or the mediation otherwise ends without settlement, it shall be finally resolved by arbitration administered by NLP under the NLP Arbitration Rules and the Arbitration and Conciliation Act, 1996, before a sole arbitrator appointed under those Rules and not by any Party alone. The seat of arbitration shall be [Mumbai], India, the proceedings shall be conducted online in [English], and the award shall be final and

binding. Nothing in this clause prevents a Party from seeking urgent interim relief, from taking any step needed to prevent a claim becoming time-barred, or from exercising any right that cannot lawfully be excluded, including a consumer's right to approach a Consumer Commission.

Clause B: Negotiation

Any dispute arising out of or in connection with this Agreement shall, before any Party commences mediation, arbitration or court proceedings (where permitted), first be referred to good-faith negotiation between authorised representatives of the Parties, commenced by a notice of dispute filed on NoLegalPaisa ("NLP"), the online dispute resolution platform operated by Kaahmucnee Solution Private Limited, under the NLP Negotiation Rules. The Parties shall attempt to resolve the dispute within [fifteen (15)] days of service of that notice, or any longer period agreed in writing. The negotiation shall be confidential and without prejudice, and any settlement shall bind the Parties only when recorded in writing and signed by them. If the dispute is not settled within that period, any Party may pursue its remedies under this Agreement and the law. Nothing in this clause prevents a Party from seeking urgent interim relief, from taking any step needed to prevent a claim becoming time-barred, or from exercising any right that cannot lawfully be excluded, including a consumer's right to approach a Consumer Commission.

Clause C: Mediation

Any dispute arising out of or in connection with this Agreement shall, before any Party commences arbitration or court proceedings (where permitted), first be referred to online mediation administered by NoLegalPaisa ("NLP"), the online dispute resolution platform operated by Kaahmucnee Solution Private Limited, under the NLP Mediation Rules and, to the extent in force, the Mediation Act, 2023. The mediation shall be confidential and without prejudice, shall be conducted by an independent mediator from NLP's panel, jointly nominated by the Parties or failing that appointed by NLP, and shall be completed within forty-five (45) days of the mediator's appointment, extendable by up to thirty (30) days by written agreement. The place of mediation shall be [Mumbai], India. Any settlement shall be recorded in writing, signed by the Parties and authenticated by the mediator. If the dispute is not settled, any Party may pursue its remedies under this Agreement and the law. This clause does not replace any pre-institution mediation required by law. Nothing in this clause prevents a Party from seeking urgent interim relief, from taking any step needed to prevent a claim becoming time-barred, or from exercising any right that cannot lawfully be excluded, including a consumer's right to approach a Consumer Commission.

Clause D: Arbitration

Any dispute arising out of or in connection with this Agreement shall be finally resolved by arbitration administered by NoLegalPaisa ("NLP"), the online dispute resolution platform operated by Kaahmucnee Solution Private Limited, under the NLP Arbitration Rules and the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of a sole arbitrator appointed under those Rules and not by any Party alone. The seat of arbitration shall be [Mumbai], India, the proceedings shall be conducted online in [English], and the award shall be final and binding. Nothing in this clause prevents a Party from seeking interim measures under the Arbitration and Conciliation Act, 1996 or from exercising any right that cannot lawfully be excluded, including a consumer's right to approach a Consumer Commission.

Important

These model clauses is published by Kaahmucjee 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 them. Whether a clause suits a particular contract depends on its facts, so parties should take independent legal advice. Proceedings under the clauses are governed by the NLP Rules and the NLP Fee Schedule published at www.nolegalpaisa.com. The clauses are intended for contracts between parties other than Kaahmucjee Solution Private Limited, and is not used for disputes to which it is itself a party.

Version 1.0 | October 2026