

# **ALTERNATIVE DISPUTE RESOLUTION (PAPER V)**

## **Comprehensive Study Material for LL.B. (Clinical Legal Education – II)**

**Simple Language Notes - Approximately 70-90 Pages**

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## **UNIT I: JUDICIAL DISPUTE RESOLUTION**

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# CHAPTER 1: INTRODUCTION TO JUDICIAL DISPUTE RESOLUTION

## 1.1 WHAT IS DISPUTE RESOLUTION?

Simple Definition:

Dispute resolution means the process of solving disagreements between people, organizations, or groups.

Everyday Example:

If you and your friend argue about who should pay for a broken phone, you need someone to help solve this problem. That's dispute resolution.

## 1.2 WHAT IS JUDICIAL DISPUTE RESOLUTION?

Simple Definition:

Judicial dispute resolution means solving disputes through the court system. It is the traditional way of resolving conflicts by going to court and getting a judgment from a judge.

## 1.3 HOW JUDICIAL RESOLUTION WORKS

text

DISPUTE ARISES

|



FILING OF CASE IN COURT

|



NOTICE TO OTHER PARTY

|



FILING OF WRITTEN STATEMENT



FRAMING OF ISSUES



EVIDENCE (Witnesses, Documents)



ARGUMENTS BY LAWYERS



JUDGMENT BY JUDGE



DECREE (Final Order)

## 1.4 KEY FEATURES OF JUDICIAL RESOLUTION

### Feature

### Explanation

Formal process

Strict rules and procedures

Adversarial system

Parties fight against each other

Judge decides

Third party (judge) gives decision

Public proceedings

Courts are open to public

Binding decision

Parties must follow judgment

Appeal available

Can challenge in higher court

State enforcement

Government enforces decisions

## **1.5 TYPES OF JUDICIAL RESOLUTION**

### **1.5.1 Civil Cases**

Disputes between individuals/organizations about:

- Property
- Contracts
- Money
- Family matters

### **1.5.2 Criminal Cases**

Disputes between state and accused about:

- Theft
- Assault
- Murder

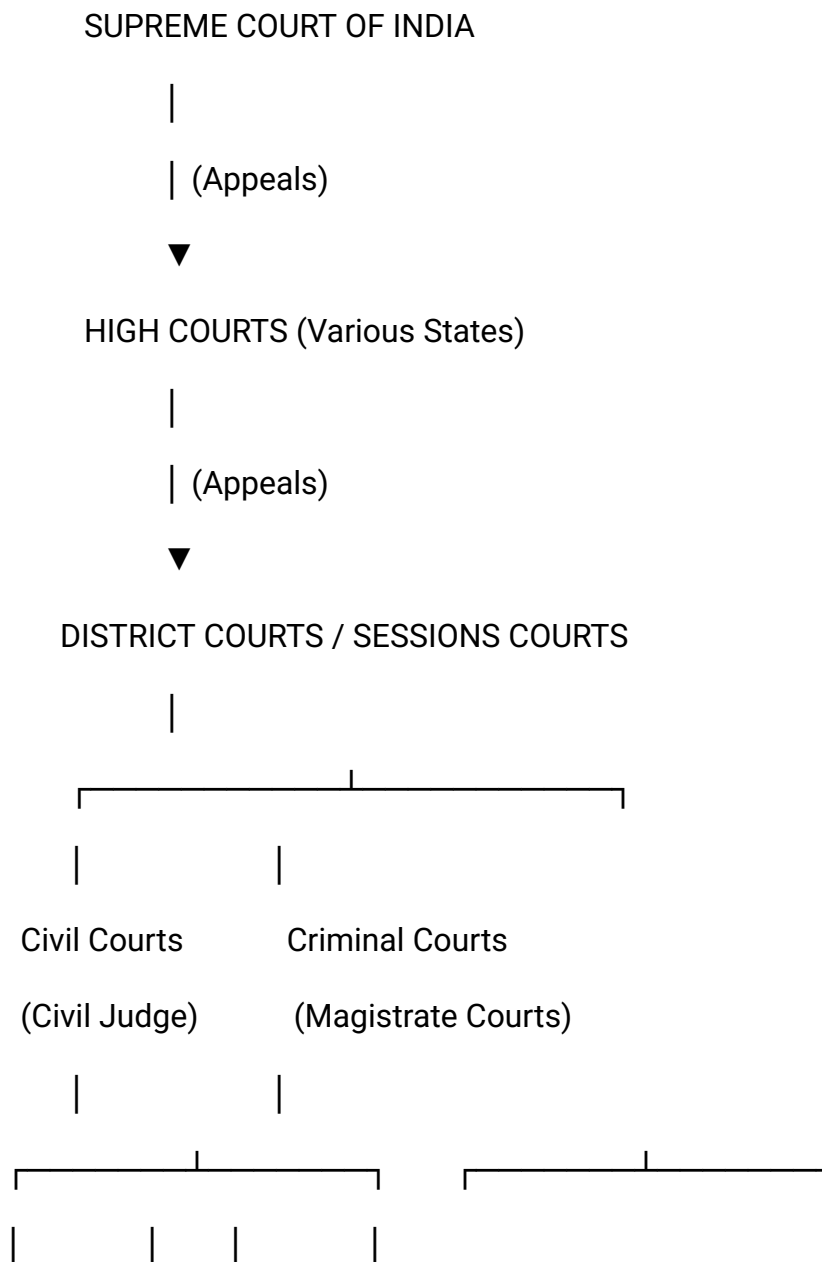
- Other crimes

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## CHAPTER 2: THE INDIAN COURT SYSTEM

### 2.1 HIERARCHY OF COURTS IN INDIA

text



Junior    Senior    Judicial    Metropolitan  
Division    Division    Magistrate    Magistrate

## 2.2 JURISDICTION OF COURTS

<b>Court</b>	<b>Type of Cases</b>
Supreme Court	Final appeals, constitutional matters
High Court	Appeals from lower courts, writ petitions
District Court	Major civil and criminal cases
Civil Judge (Senior)	Civil cases up to certain value
Civil Judge (Junior)	Small civil cases
Sessions Court	Serious criminal cases
Magistrate Court	Less serious criminal cases

## 2.3 PROBLEMS WITH JUDICIAL DISPUTE RESOLUTION IN INDIA

### 2.3.1 Delay

- Cases take years, sometimes decades

- Huge backlog of pending cases (over 3 crore cases pending in Indian courts as of 2023)

### **2.3.2 Cost**

- Lawyer fees
- Court fees
- Travel expenses
- Loss of work days

### **2.3.3 Complexity**

- Technical procedures
- Difficult to understand for common people
- Need lawyers to navigate

### **2.3.4 Adversarial Nature**

- Creates winners and losers
- Damages relationships
- Increases hostility

### **2.3.5 Limited Access**

- Courts in cities, not villages
- Poor people cannot afford

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## **CHAPTER 3: ADVANTAGES AND DISADVANTAGES OF JUDICIAL RESOLUTION**

### **3.1 ADVANTAGES**

#### **Advantage**

#### **Explanation**

Binding decision

Must be followed

Appeal available	Can challenge if wrong
Precedent	Creates law for future
Public record	Transparency
State enforcement	Government ensures compliance

### **3.2 DISADVANTAGES**

<b>Disadvantage</b>	<b>Explanation</b>
Time-consuming	Years of delay
Expensive	High costs
Complex	Difficult procedures
Adversarial	Destroys relationships
Rigid	Strict rules, no flexibility

Overburdened

Courts have too many cases

### **3.3 NEED FOR ALTERNATIVES**

Because of these disadvantages, there is a need for Alternative Dispute Resolution (ADR) methods that are:

- Faster
  - Cheaper
  - Simpler
  - Relationship-preserving
  - Accessible to all
- 

## **UNIT II: ALTERNATIVE DISPUTE RESOLUTION**

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### **CHAPTER 4: INTRODUCTION TO ADR**

#### **4.1 WHAT IS ADR?**

Simple Definition:

Alternative Dispute Resolution (ADR) means resolving disputes outside the traditional court system, using methods like arbitration, mediation, conciliation, and negotiation.

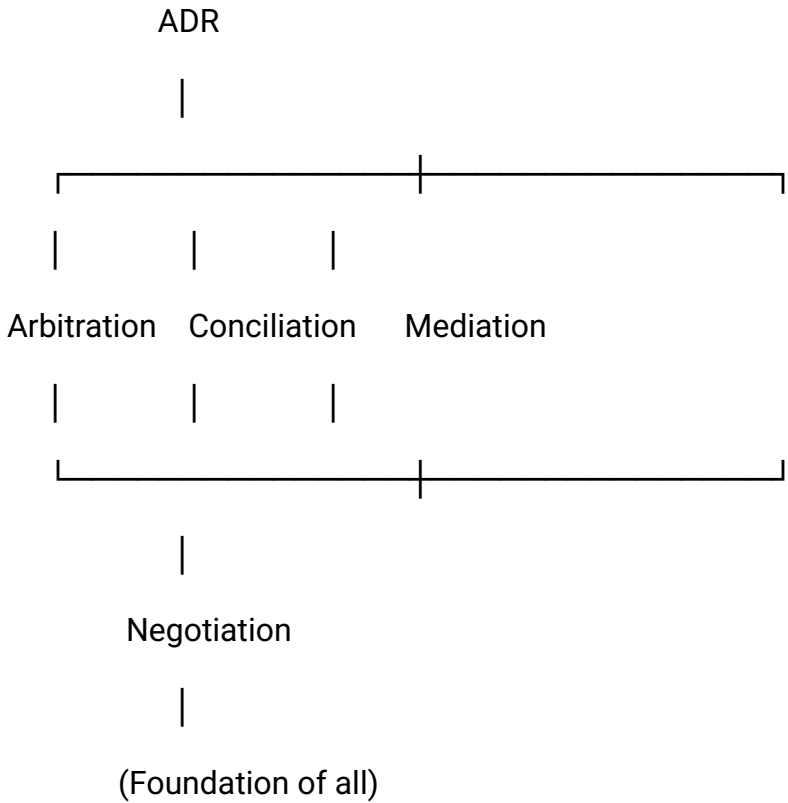
#### **4.2 WHY ADR?**

- Courts are overburdened
- Litigation is expensive

- Cases take too long
- Relationships need preserving
- People want control over outcome

### 4.3 TYPES OF ADR

text



### 4.4 COMPARISON: LITIGATION vs ADR

Feature	Litigation	ADR
Process	Formal	Informal

Decision maker	Judge	Arbitrator/Mediator
Control	Court controls	Parties control
Time	Years	Months/Weeks
Cost	High	Low
Relationship	Damages	Preserves
Privacy	Public	Private
Appeal	Yes	Limited

#### **4.5 LEGAL BASIS FOR ADR IN INDIA**

##### **Law**

Arbitration and Conciliation Act, 1996

Section 89, CPC

##### **Purpose**

Arbitration and Conciliation

Reference to ADR by courts

Legal Services Authorities Act, 1987

Lok Adalat

Family Courts Act, 1984

Family disputes

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## **CHAPTER 5: ARBITRATION**

### **5.1 WHAT IS ARBITRATION?**

Simple Definition:

Arbitration is a private process where disputing parties agree to submit their dispute to one or more impartial persons (arbitrators) whose decision (award) is binding.

### **5.2 KEY FEATURES**

<b>Feature</b>	<b>Explanation</b>
Private	Not in open court
Party autonomy	Parties choose procedure
Arbitrator chosen	Parties select arbitrator

Binding decision

Award enforceable like court decree

Limited appeal

Only on limited grounds

### 5.3 ARBITRATION vs LITIGATION

<b>Aspect</b>	<b>Arbitration</b>	<b>Litigation</b>
Venue	Private place	Court
Decision maker	Arbitrator chosen by parties	Judge appointed by state
Procedure	Flexible	Rigid
Time	Faster	Slower
Cost	Lower	Higher
Appeal	Limited	Full appeal rights
Privacy	Confidential	Public

## 5.4 TYPES OF ARBITRATION

### 5.4.1 Ad-hoc Arbitration

- Parties arrange everything themselves
- No institutional rules
- Flexible but depends on party cooperation

### 5.4.2 Institutional Arbitration

- Conducted under rules of arbitral institution
- Examples: ICA, ICADR, SIAC, LCIA
- Institution provides administrative support

### 5.4.3 Domestic Arbitration

- Both parties Indian
- Dispute governed by Indian law

### 5.4.4 International Arbitration

- One party foreign
- Or place of arbitration outside India

## 5.5 ADVANTAGES OF ARBITRATION

Advantage	Explanation
Speed	Faster than court
Expertise	Arbitrator can be expert in subject
Flexibility	Procedure tailored to dispute

Privacy	Confidential proceedings
Finality	Limited appeals
Enforceability	International enforcement under New York Convention

## 5.6 DISADVANTAGES OF ARBITRATION

Disadvantage	Explanation
Cost	Can be expensive if institutional
No precedent	Each case decided separately
Limited appeal	Wrong decisions may stand
No third-party binding	Cannot bind non-parties

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## CHAPTER 6: CONCILIATION

### 6.1 WHAT IS CONCILIATION?

Simple Definition:

Conciliation is a process where a neutral third party (conciliator) helps disputing parties reach a mutually acceptable settlement. The conciliator actively suggests terms of settlement.

## 6.2 KEY FEATURES

<b>Feature</b>	<b>Explanation</b>
Neutral third party	Conciliator assists parties
Active role	Conciliator suggests solutions
No decision power	Cannot impose settlement
Voluntary	Parties free to accept/reject
Confidential	Private process

## 6.3 CONCILIATION vs ARBITRATION

<b>Aspect</b>	<b>Conciliation</b>	<b>Arbitration</b>
Decision maker	Conciliator (no power)	Arbitrator (decides)

Outcome	Settlement agreement	Award (binding)
Role of neutral	Active - suggests terms	Passive - hears evidence
Finality	If parties agree	Binding
Enforcement	As contract	As court decree

## 6.4 CONCILIATION PROCESS

text

Step 1: Parties agree to conciliate

|



Step 2: Conciliator appointed

|



Step 3: Conciliator meets parties

|

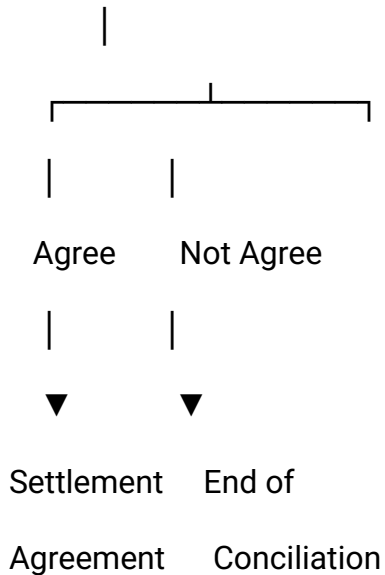


Step 4: Conciliator suggests terms

|



Step 5: Parties discuss and negotiate



## 6.5 ADVANTAGES OF CONCILIATION

### Advantage

### Explanation

Party control

Parties decide outcome

Creative solutions

Beyond legal remedies

Relationship preserving

Cooperative process

Cost-effective

Cheaper than arbitration

Quick

Faster than litigation

## 6.6 CONCILIATION UNDER STATUTE

- Part III of Arbitration and Conciliation Act, 1996 (Sections 61-81)
  - Conciliator appointed by parties
  - Settlement agreement has status of arbitral award
- 

## CHAPTER 7: NEGOTIATION

### 7.1 WHAT IS NEGOTIATION?

Simple Definition:

Negotiation is a direct discussion between parties to resolve their dispute without any third party involvement. It is the simplest form of ADR.

### 7.2 KEY FEATURES

Feature	Explanation
No third party	Parties deal directly
Voluntary	Parties choose to negotiate
Flexible	No fixed procedure
Informal	Can be done anywhere, anytime

Self-help

Parties control outcome

## 7.3 TYPES OF NEGOTIATION

### 7.3.1 Positional Negotiation

- Parties take positions
- They bargain from those positions
- "I want X, you want Y, let's meet halfway"
- Can become adversarial

### 7.3.2 Principled Negotiation (Harvard Method)

- Focus on interests, not positions
- Separate people from problem
- Generate options for mutual gain
- Use objective criteria

## 7.4 NEGOTIATION PROCESS

text

Step 1: Preparation

(Know your goals, alternatives)

|



Step 2: Discussion

(Exchange views, understand each other)

|



Step 3: Proposal

(Suggest possible solutions)

|



Step 4: Bargaining

(Give and take)

|



Step 5: Agreement or Impasse

(Settle or walk away)

## 7.5 SKILLS REQUIRED FOR NEGOTIATION

<b>Skill</b>	<b>Explanation</b>
Communication	Express clearly
Listening	Understand other side
Problem-solving	Find creative solutions
Patience	Don't rush
Emotional control	Don't get angry

Preparation

Know your case

## 7.6 ADVANTAGES OF NEGOTIATION

### Advantage

### Explanation

No cost

Free

Fast

Immediate resolution

Complete control

Parties decide everything

Private

No outsiders

Relationship preserved

Direct communication

## 7.7 DISADVANTAGES

### Disadvantage

### Explanation

Power imbalance

Stronger party may dominate

No structure

Can go nowhere

Impasse

May fail completely

Emotions

Can derail process

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## CHAPTER 8: MEDIATION

### 8.1 WHAT IS MEDIATION?

Simple Definition:

Mediation is a process where a neutral third party (mediator) helps disputing parties communicate and negotiate to reach their own settlement. The mediator facilitates, but does not suggest solutions.

### 8.2 KEY FEATURES

**Feature**

**Explanation**

Neutral third party

Mediator facilitates

Facilitative role

Helps communication

No suggestions

Parties find own solutions

Voluntary

Parties decide outcome

Confidential

Private process

### 8.3 MEDIATION vs CONCILIATION

<b>Aspect</b>	<b>Mediation</b>	<b>Conciliation</b>
Role of neutral	Facilitates communication	Suggests terms
Party involvement	High	Moderate
Neutral's suggestions	No	Yes
Outcome	Party-generated	May include neutral's ideas

### 8.4 MEDIATION PROCESS

text

Step 1: Opening

(Mediator explains process)

|



Step 2: Joint Session

(Parties state their views)

|



Step 3: Private Sessions (Caucus)

(Mediator meets each party separately)

|



Step 4: Negotiation

(Mediator shuttles between parties)

|



Step 5: Settlement

(Parties reach agreement)

## 8.5 TYPES OF MEDIATION

**Type**

**Description**

Facilitative	Mediator facilitates communication
Evaluative	Mediator evaluates strengths/weaknesses
Transformative	Focus on empowering parties
Court-annexed	Referred by court under Section 89 CPC

## 8.6 ADVANTAGES OF MEDIATION

<b>Advantage</b>	<b>Explanation</b>
Party autonomy	Parties decide outcome
Creative solutions	Beyond legal remedies
Relationship preserved	Cooperative process
Confidential	Private
High satisfaction	Parties own the solution

## 8.7 DISADVANTAGES

<b>Disadvantage</b>	<b>Explanation</b>
No guarantee	May not settle
Power imbalance	Stronger party may dominate
No precedent	Each case unique
Mediator dependent	Quality varies

## 8.8 MEDIATION IN INDIA

- Section 89 CPC - Courts can refer cases to mediation
  - Commercial Courts Act - Mandatory pre-institution mediation
  - Mediation and Conciliation Project Committee - Supreme Court initiative
  - Mediation Training - Required for mediators
- 

## CHAPTER 9: COMPARISON OF ADR METHODS

<b>Feature</b>	<b>Arbitration</b>	<b>Conciliation</b>	<b>Mediation</b>	<b>Negotiation</b>
----------------	--------------------	---------------------	------------------	--------------------

Third party	Arbitrator	Conciliator	Mediator	None
Third party role	Decides	Suggests	Facilitates	-
Outcome	Award	Settlement	Agreement	Agreement
Binding	Yes	If signed	If signed	If signed
Appeal	Limited	No	No	No
Cost	High	Medium	Medium	Low
Speed	Fast	Faster	Faster	Fastest
Party control	Low	Medium	High	Highest

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## UNIT III: SELF-HELP RESOLUTION SYSTEMS

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## CHAPTER 10: LOK ADALAT

### 10.1 WHAT IS LOK ADALAT?

Simple Definition:

Lok Adalat (People's Court) is a forum where disputes are settled amicably through conciliation and compromise. It is organized by Legal Services Authorities.

### 10.2 ORIGIN AND DEVELOPMENT

- Ancient concept of village justice
- Statutory basis: Legal Services Authorities Act, 1987
- First Lok Adalat: 1982 in Gujarat
- Now regular feature across India

### 10.3 KEY FEATURES OF LOK ADALAT

Feature	Explanation
Voluntary	Parties must agree
Informal	No strict procedure
Speedy	Same day disposal
No court fees	Free for poor

Binding

Award is final

No appeal

Cannot challenge

## **10.4 TYPES OF LOK ADALAT**

### **10.4.1 Permanent Lok Adalat**

- For public utility services
- Established under Section 22-B of Legal Services Act
- Examples: Transport, postal, telephone services

### **10.4.2 National Lok Adalat**

- Held across country on same day
- Organized periodically
- Lakhs of cases settled

### **10.4.3 Mobile Lok Adalat**

- Moves from place to place
- Reaches remote areas

## **10.5 JURISDICTION OF LOK ADALAT**

Can take:

- Compoundable criminal cases
- Civil cases
- Matrimonial disputes
- Motor accident claims
- Labour disputes

Cannot take:

- Non-compoundable criminal cases
- Serious offenses

## 10.6 PROCEDURE IN LOK ADALAT

text

Step 1: Case referred to Lok Adalat

(by court or parties apply)

|



Step 2: Notice to parties

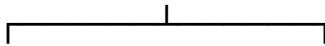
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Step 3: Hearing before Lok Adalat

(Conciliation approach)

|



|

|

Settle

Not Settle

|

|



Award made    Case returned

(final)    to court

## 10.7 AWARD OF LOK ADALAT

- Has force of civil court decree
- Binding on parties
- No appeal
- Executable through court

## 10.8 ADVANTAGES OF LOK ADALAT

Advantage	Explanation
Free	No court fees
Fast	Same day disposal
Informal	No lawyers needed
Final	No appeals
Accessible	Reaches villages

## 10.9 LEGAL STATUS

Governed by Legal Services Authorities Act, 1987 (Sections 19-22)

- Section 19: Establishment of Lok Adalat
- Section 20: Reference of cases
- Section 21: Award of Lok Adalat
- Section 22: Powers of Lok Adalat

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# CHAPTER 11: PANCHAYAT AND NYAYA PANCHAYAT

## 11.1 WHAT IS PANCHAYAT?

Simple Definition:

Panchayat is a traditional system of dispute resolution in Indian villages where a group of respected elders (panchs) decide disputes.

## **11.2 TYPES OF PANCHAYAT**

### **11.2.1 Traditional Panchayat**

- Informal village institution
- No statutory basis
- Decides by consensus
- Social pressure ensures compliance

### **11.2.2 Statutory Panchayat (Gram Panchayat)**

- Under Panchayati Raj system
- Elected body
- Mainly administrative functions
- Limited judicial powers

### **11.2.3 Nyaya Panchayat**

- Judicial wing of Panchayati Raj
- Decides petty civil and criminal cases
- Statutory basis in some states

## **11.3 NYAYA PANCHAYAT**

Meaning: Nyaya Panchayat means "Justice Panchayat" - a village court for petty disputes.

Features:

- Elected members (Nyaya Panchas)
- Decides small civil and criminal cases
- Simple procedure
- Located in villages
- Accessible to rural people

## **11.4 JURISDICTION OF NYAYA PANCHAYAT**

### Civil Cases:

- Small money claims
- Property disputes (small value)
- Cattle trespass

### Criminal Cases:

- Petty offenses
- Simple hurt
- Public nuisance

## 11.5 PROCEDURE

text

Complaint filed

|



Notice to opposite party

|



Hearing (both sides heard)

|



Decision by majority

|



Award/Order

## 11.6 ADVANTAGES

**Advantage****Explanation**

Accessible

In villages

Cheap

No court fees

Fast

Quick disposal

Familiar

Local people understand

Informal

No technical procedures

**11.7 DISADVANTAGES****Disadvantage****Explanation**

Lack of legal knowledge

Panchas not trained

Local pressures

Caste, power influences

Limited powers

Cannot decide serious cases

No appeal

May be arbitrary

## 11.8 CONSTITUTIONAL STATUS

- Article 40 - State to organize village panchayats
- 73rd Amendment - Constitutional status to Panchayati Raj
- Schedule 11 - Powers of panchayats

## 11.9 COMPARISON: LOK ADALAT vs NYAYA PANCHAYAT

Aspect	Lok Adalat	Nyaya Panchayat
Legal basis	Legal Services Act	State Panchayat Acts
Organizing body	Legal Services Authority	Panchayat
Members	Retired judges, lawyers	Elected villagers
Location	Towns/cities	Villages
Cases	All civil, compoundable	Petty cases only

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# **UNIT IV: ARBITRATION AND CONCILIATION ACT, 1996**

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## **CHAPTER 12: INTRODUCTION TO THE ACT**

### **12.1 BACKGROUND**

Before 1996:

- Arbitration Act, 1940
- Outdated, slow, court interference

Need for New Law:

- Globalization of trade
- Need for modern arbitration law
- International standards

### **12.2 THE ARBITRATION AND CONCILIATION ACT, 1996**

Passed: 1996

Based on: UNCITRAL Model Law on International Commercial Arbitration

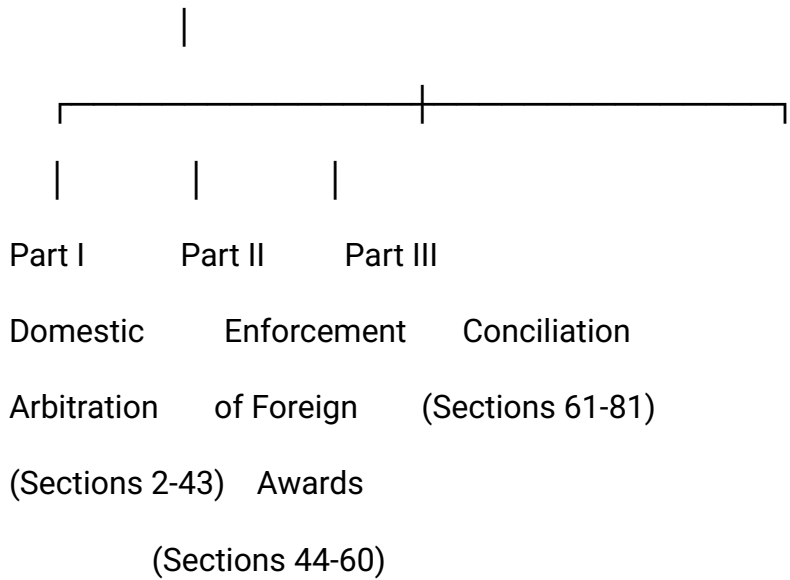
Objective: To consolidate and amend law relating to:

- Domestic arbitration
- International commercial arbitration
- Enforcement of foreign awards
- Conciliation

### **12.3 STRUCTURE OF THE ACT**

text

ARBITRATION AND CONCILIATION ACT, 1996



## 12.4 OBJECTIVES OF THE ACT

<b>Objective</b>	<b>Explanation</b>
Minimize court intervention	Parties free to decide
Speedy resolution	Time-bound process
Party autonomy	Parties choose procedure
Finality	Limited appeals
International standards	Align with global practice

## 12.5 KEY FEATURES OF THE ACT

<b>Feature</b>	<b>Provision</b>
Arbitration agreement	Section 7
Number of arbitrators	Section 10
Challenge to arbitrator	Sections 12-13
Interim measures	Section 9, 17
Fast track procedure	Section 29B
Time limit for award	Section 29A (12 months)

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## CHAPTER 13: IMPORTANT DEFINITIONS (Section 2)

### 13.1 ARBITRATION (Section 2(1)(a))

Definition: "Arbitration" means any arbitration whether or not administered by permanent arbitral institution.

Simple Meaning: The process of resolving disputes through arbitrators.

### **13.2 ARBITRATION AGREEMENT (Section 2(1)(b))**

Definition: "Arbitration agreement" means an agreement referred to in Section 7.

Simple Meaning: Written agreement between parties to refer disputes to arbitration.

### **13.3 ARBITRAL AWARD (Section 2(1)(c))**

Definition: "Arbitral award" includes an interim award.

Simple Meaning: The final decision of the arbitrator.

### **13.4 ARBITRAL TRIBUNAL (Section 2(1)(d))**

Definition: "Arbitral tribunal" means a sole arbitrator or a panel of arbitrators.

Simple Meaning: The person or persons deciding the arbitration.

### **13.5 COURT (Section 2(1)(e))**

Definition: "Court" means:

- Principal Civil Court of original jurisdiction (District Court), OR
- High Court (in exercise of original jurisdiction)

Exception: Does not include lower courts (Civil Judge, etc.)

### **13.6 INTERNATIONAL COMMERCIAL ARBITRATION (Section 2(1)(f))**

Definition: Arbitration relating to disputes arising out of legal relationships classified as commercial where at least one party is:

- Foreign national/resident
- Foreign body corporate
- Company/association controlled from outside India
- Government of foreign country

### **13.7 LEGAL RELATIONSHIP (Section 2(1)(g))**

Whether commercial or not - includes any relationship having commercial aspects.

### **13.8 PARTY (Section 2(1)(h))**

Includes any individual, HUF, company, trust, firm, association, or government.

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## **CHAPTER 14: ARBITRATION AGREEMENT (Section 7)**

### **14.1 WHAT IS AN ARBITRATION AGREEMENT?**

Definition (Section 7):

An arbitration agreement is an agreement by the parties to submit to arbitration all or certain disputes which have arisen or may arise between them.

### **14.2 ESSENTIALS OF VALID ARBITRATION AGREEMENT**

<b>Essential</b>	<b>Explanation</b>
Written form	Must be in writing
Clear intention	Parties must intend to arbitrate
Dispute covered	Disputes must be specified
Legal relationship	Must arise from legal relationship

Competent parties

Parties must have capacity

### **14.3 FORMS OF ARBITRATION AGREEMENT (Section 7(4))**

An arbitration agreement is in writing if contained in:

1. Document signed by parties
2. Exchange of letters, telex, telegrams, or other means of communication which provide a record
3. Exchange of statements of claim and defense where existence of agreement is alleged and not denied
4. Reference in a contract to a document containing arbitration clause

### **14.4 EXAMPLES**

Example 1 - Clause in Contract:

"All disputes arising out of this contract shall be referred to arbitration of a sole arbitrator to be appointed by mutual consent."

Example 2 - Separate Agreement:

Parties sign a separate document titled "Arbitration Agreement" referring future disputes.

Example 3 - Exchange of Letters:

Party A writes: "If any dispute arises, let us refer to arbitration." Party B replies: "Agreed." This constitutes arbitration agreement.

### **14.5 DOCTRINE OF SEPARABILITY (Section 16)**

- Arbitration clause is separate from main contract
- Even if main contract is void, arbitration clause survives
- Arbitrator can decide on validity of main contract

### **14.6 COMPETENCE-COMPETENCE (Section 16)**

- Arbitral tribunal can rule on its own jurisdiction

- Includes ruling on existence/validity of arbitration agreement

## **14.7 ILLUSTRATIVE CASE**

Case: M Dayanand Reddy v. AP Industrial Infrastructure Corp. (1993)

Held: Arbitration agreement must be in writing. Oral agreement to arbitrate is not valid.

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# **CHAPTER 15: COMPOSITION OF ARBITRAL TRIBUNAL**

## **15.1 NUMBER OF ARBITRATORS (Section 10)**

Rule: Parties are free to determine number of arbitrators.

Default: If no agreement, tribunal shall consist of sole arbitrator.

Important: Number shall not be even number.

## **15.2 APPOINTMENT OF ARBITRATORS (Section 11)**

### **15.2.1 By Parties**

- Parties free to agree on procedure
- If agreed procedure, follow that

### **15.2.2 Default Procedure**

If parties cannot agree:

For domestic arbitration:

- Party appoints one arbitrator
- Other party appoints one
- Two appointed arbitrators appoint third (presiding)

### **15.2.3 Appointment by Court**

If parties cannot agree or procedure fails:

- Party applies to High Court (for domestic) or Supreme Court (for international)
- Court appoints arbitrator

### **15.3 QUALIFICATIONS OF ARBITRATOR**

No specific qualifications required unless:

- Parties agree on qualifications
- Contract specifies qualifications

Preference: Person with legal knowledge (for legal disputes)

### **15.4 GROUNDS FOR CHALLENGE (Section 12)**

Arbitrator can be challenged if:

1. Justifiable doubts about independence or impartiality
2. Lack of qualifications agreed by parties

### **15.5 DISCLOSURE BY ARBITRATOR (Section 12)**

Arbitrator must disclose in writing:

- Any circumstances likely to give justifiable doubts
- Any past or present relationship with parties

### **15.6 SCHEDULE 5 AND 7**

Schedule 5: Grounds giving justifiable doubts

Schedule 7: Categories where arbitrator ineligible (relationships with parties/counsel)

### **15.7 CHALLENGE PROCEDURE (Section 13)**

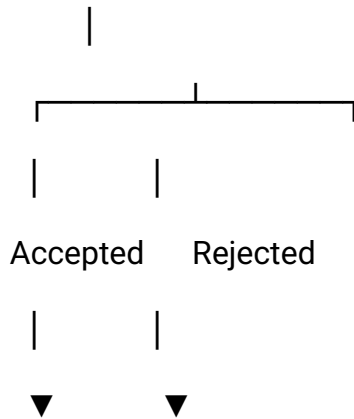
text

Step 1: Party challenges arbitrator

|



Step 2: Arbitral tribunal decides



Arbitrator    Party can challenge  
withdraws    award after final

## 15.8 FAILURE TO ACT (Section 14)

If arbitrator:

- Becomes unable to perform functions, OR
- Fails to act without undue delay

His mandate terminates.

## 15.9 TERMINATION OF MANDATE (Section 15)

- By agreement of parties
- By arbitrator withdrawing
- By court order

---

# CHAPTER 16: JURISDICTION OF ARBITRAL TRIBUNAL

## 16.1 COMPETENCE TO RULE ON JURISDICTION (Section 16)

The Principle:

Arbitral tribunal can rule on its own jurisdiction.

This includes ruling on:

- Existence of arbitration agreement
- Validity of arbitration agreement
- Scope of arbitration agreement

## **16.2 SEPARABILITY DOCTRINE**

- Arbitration clause is independent
- Even if main contract void, arbitration clause survives
- Tribunal can decide validity of main contract

## **16.3 PLEA AS TO JURISDICTION (Section 16)**

When to raise:

- Not later than submission of statement of defense

Effect:

- Tribunal can decide as preliminary issue or in final award
- If decided as preliminary, party can appeal under Section 37

## **16.4 EXTENT OF JURISDICTION**

Tribunal can decide:

1. All disputes covered by arbitration agreement
2. Only disputes referred to it
3. Cannot decide disputes beyond scope

## **16.5 INTERIM MEASURES (Section 17)**

Tribunal may order:

- Interim injunction
- Appointment of receiver

- Preservation of property
- Securing amount in dispute

## **16.6 COURT'S POWER TO INTERVENE**

Section 9: Court can grant interim measures before/during arbitration

Section 37: Appeal against certain orders

---

# **UNIT V: ARBITRAL PROCEEDINGS & AWARDS**

---

## **CHAPTER 17: CONDUCT OF ARBITRAL PROCEEDINGS**

### **17.1 GENERAL PRINCIPLES**

#### **Principle**

#### **Explanation**

Equal treatment

Both parties treated fairly

Opportunity to present case

Each party heard

Party autonomy

Parties decide procedure

Flexibility

No rigid court rules

## **17.2 PLACE OF ARBITRATION (Section 20)**

- Parties free to agree
- If no agreement, tribunal decides considering:
  - Convenience of parties
  - Circumstances of case

## **17.3 COMMENCEMENT OF PROCEEDINGS (Section 21)**

Arbitration proceedings commence on the date when:

- Respondent receives request to refer dispute to arbitration

## **17.4 LANGUAGE (Section 22)**

- Parties free to agree
- If no agreement, tribunal decides

## **17.5 STATEMENT OF CLAIM AND DEFENSE (Section 23)**

text

Claimant files Statement of Claim

|



Respondent files Statement of Defense

|



Counter-claim (if any)



Replication (if needed)

Contents:

- Facts supporting case
- Points at issue
- Relief sought

### **17.6 HEARINGS (Section 24)**

- Tribunal decides whether to hold oral hearings
- Or proceed on documents only
- Unless parties agree otherwise

### **17.7 DEFAULT OF PARTIES (Section 25)**

<b>Situation</b>	<b>Consequence</b>
Claimant fails to submit claim	Terminate proceedings
Respondent fails to submit defense	Continue, treat allegations as contested
Party fails to appear	Continue ex-parte

### **17.8 EXPERT APPOINTMENT (Section 26)**

Tribunal may:

- Appoint experts
- Require parties to give information
- Expert can participate in hearings

## **17.9 COURT ASSISTANCE (Section 27)**

Tribunal or party can seek court assistance for:

- Taking evidence
  - Discovery of documents
- 

# **CHAPTER 18: ARBITRAL AWARD**

## **18.1 WHAT IS AN ARBITRAL AWARD?**

Definition: Final decision of arbitral tribunal on matters submitted to arbitration.

Includes: Interim award (partial decision on some issues)

## **18.2 RULES FOR MAKING AWARD (Section 28)**

<b>Rule</b>	<b>Explanation</b>
Decide according to law	Substantive law of India
Contract terms	Follow contract
Trade usages	Consider trade practices

Ex aequo et bono

Only if parties agree (decide by  
fairness)

### **18.3 DECISION BY PANEL (Section 29)**

- Majority decision prevails
- If no majority, presiding arbitrator decides
- Each arbitrator can write separate opinion

### **18.4 FORM AND CONTENTS (Section 31)**

Requirements:

1. In writing - Must be written
2. Signed - By all members or majority
3. Reasons - Must state reasons (unless parties agree otherwise)
4. Date and place - State date and place of award
5. Copy to parties - Signed copy delivered to each party

### **18.5 INTEREST (Section 31(7))**

- Tribunal may award interest
- Pre-award interest: at rate deemed reasonable
- Post-award interest: 18% per annum (if not specified)

### **18.6 COSTS (Section 31(8))**

- Tribunal decides costs
- Includes arbitrator's fees, expenses, legal costs

### **18.7 TIME LIMIT FOR AWARD (Section 29A)**

- Award to be made within 12 months
- Extension by consent: additional 6 months
- Beyond that, court may extend

## **18.8 CORRECTION AND INTERPRETATION (Section 33)**

Correction:

- Within 30 days, party may request correction of:
  - Computational errors
  - Clerical/typographical errors
  - Other errors of similar nature

Interpretation:

- Party may request interpretation of specific point

Additional award:

- If claims omitted, party may request additional award
- 

## **CHAPTER 19: TERMINATION OF PROCEEDINGS (Section 32)**

### **19.1 GROUNDS FOR TERMINATION**

<b>Ground</b>	<b>Explanation</b>
Final award	Proceedings end with final award
Withdrawal	Claimant withdraws claim (unless respondent objects)
Agreement	Parties agree to terminate

Continuation unnecessary

Tribunal finds continuation  
unnecessary

## **19.2 EFFECT OF TERMINATION**

- Arbitral tribunal's mandate ends
  - But tribunal retains power to:
    - Correct errors (Section 33)
    - Interpret award
- 

# **CHAPTER 20: SETTING ASIDE ARBITRAL AWARD (Section 34)**

## **20.1 WHAT IS SETTING ASIDE?**

Meaning: Challenging the arbitral award in court to have it declared invalid.

## **20.2 GROUNDS FOR SETTING ASIDE**

### **20.2.1 Grounds to be Proved by Party**

1. Incapacity - Party was under some incapacity
2. Invalid arbitration agreement - Agreement not valid under law
3. No proper notice - Party not given proper notice of arbitrator appointment or proceedings
4. Beyond scope - Award deals with dispute not covered or beyond scope (if severable, only part set aside)
5. Composition not proper - Arbitral tribunal composition not as per parties' agreement
6. Procedure not followed - Arbitral procedure not as per parties' agreement

### **20.2.2 Grounds Found by Court**

7. Non-arbitrable dispute - Subject matter not capable of arbitration

8. Public policy - Award is in conflict with public policy of India

### 20.3 WHAT IS "PUBLIC POLICY" (Section 34 Explanation)

Award conflicts with public policy if:

- Made by fraud or corruption
- In violation of confidentiality/admissibility of evidence
- Contrary to fundamental policy of Indian law
- In conflict with basic notions of morality or justice
- Patently illegal (for domestic awards)

### 20.4 TIME LIMIT (Section 34(3))

- Application to set aside must be made within 3 months
- Court may extend by further 30 days (if sufficient cause)
- No extension beyond 3+30 days

### 20.5 PROCEDURE

text

Award made

|



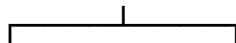
Within 3 months, party files application

|



Court hears parties

|



| |

Set aside Refuse to

set aside

|



Appeal under Section 37

## **20.6 EFFECT OF SETTING ASIDE**

- Award becomes void
  - Dispute remains unresolved
  - Parties may:
    - Go to court, or
    - Start fresh arbitration (if agreement allows)
- 

# **CHAPTER 21: ENFORCEMENT OF AWARDS**

## **21.1 DOMESTIC AWARDS (Section 36)**

Procedure:

- After 90 days from award
- If no application to set aside, award enforceable as decree
- If application filed, award not enforced till disposal

2015 Amendment:

- If application filed, court may stay enforcement on conditions

## **21.2 FOREIGN AWARDS**

Two Conventions:

- New York Convention Awards (Sections 44-52)
- Geneva Convention Awards (Sections 53-60)

Conditions for Enforcement:

- Award made in convention country
- India has reciprocal arrangement
- Award is binding

Grounds for Refusal:

Similar to Section 34 grounds

### **21.3 APPEALS (Section 37)**

Appeal lies against:

- Refusing to set aside award
  - Granting or refusing interim measures (Section 9)
  - Decisions on jurisdiction (Section 16)
- 

## **UNIT VI: CPC & CONCILIATION**

---

### **CHAPTER 22: SECTION 89 OF CIVIL PROCEDURE CODE**

#### **22.1 WHAT IS SECTION 89 CPC?**

Introduction: Inserted by Amendment Act of 1999, effective from 2002.

Purpose: To promote settlement of disputes outside court through ADR methods.

#### **22.2 THE PROVISION (Section 89)**

Where it appears to court that there exist elements of settlement, the court shall:

- Formulate terms of settlement
- Refer the dispute to:
  1. Arbitration

2. Conciliation
3. Judicial settlement (Lok Adalat)
4. Mediation

## 22.3 PROCEDURE UNDER SECTION 89

text

Suit filed in court

|



Court considers possibility of settlement

|



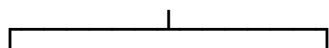
Court formulates settlement terms

|



Court refers parties to ADR

|



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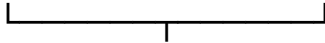
Arbitration    Conciliation/Mediation/Lok Adalat

|        |



Award made    Settlement reached

|        |



Court disposes suit accordingly

## 22.4 REFERENCE TO DIFFERENT ADR METHODS

Method	How it Works
Arbitration	Court refers to arbitrator; award becomes decree
Conciliation	Referred to conciliator; settlement binding
Lok Adalat	Referred to Lok Adalat; award is final
Mediation	Referred to mediator; settlement recorded

## 22.5 LANDMARK CASE: Salem Advocate Bar Association v. Union of India (2003)

Supreme Court held:

- Section 89 is valid
- Courts should encourage ADR
- Schemes framed for mediation
- Training for mediators required

## 22.6 REFERENCE TO ADR UNDER ORDER 10 Rule 1A CPC

- After issues framed

- Court may refer parties to ADR
  - Time limit: 60 days (extendable)
- 

## **CHAPTER 23: CONCILIATION UNDER CPC**

### **23.1 REFERENCE TO CONCILIATION**

Under Section 89, court can refer case to conciliation.

### **23.2 CONCILIATION PROCESS**

- Parties agree on conciliator or court appoints
- Conciliator assists parties
- If settlement reached, settlement agreement signed
- Court passes decree in terms of settlement

### **23.3 RELATIONSHIP WITH ARBITRATION AND CONCILIATION ACT**

- Part III of Arbitration Act applies
  - Sections 61-81 govern conciliation
  - Settlement agreement has status of arbitral award
- 

## **CHAPTER 24: OTHER ADR PROVISIONS IN CPC**

### **24.1 ORDER 10 Rule 1A - Direction for ADR**

Court may direct parties to opt for ADR.

### **24.2 ORDER 23 Rule 3 - Compromise of Suit**

- If parties settle, they can file compromise
- Court passes decree accordingly

### **24.3 ORDER 32A - Suits Relating to Family Matters**

- Courts to make efforts for settlement
  - Conciliation encouraged
- 

## **UNIT VII: OTHER ADR FORUMS**

---

### **CHAPTER 25: FAMILY COURTS**

#### **25.1 INTRODUCTION**

Law: Family Courts Act, 1984

Purpose: To promote conciliation and secure speedy settlement of family disputes.

#### **25.2 WHY FAMILY COURTS?**

- Traditional courts too formal
- Family matters require sensitive handling
- Need for reconciliation
- Children's welfare important

#### **25.3 ESTABLISHMENT**

- State governments establish
- For cities with population over 10 lakhs
- For other areas as needed

#### **25.4 JURISDICTION**

Family Court deals with:

- Matrimonial disputes (divorce, nullity)

- Restitution of conjugal rights
- Judicial separation
- Custody of children
- Maintenance
- Property disputes between spouses

## 25.5 ADR FEATURES OF FAMILY COURTS

Feature	Explanation
Duty to conciliate	Court must attempt settlement first
Counselors	Assistance of counselors
Informal procedure	Not bound by CPC strict rules
In-camera proceedings	Privacy maintained
Legal aid	Free legal aid available
No lawyers	Can be waived in some cases

## 25.6 PROCEDURE

text

Petition filed

|



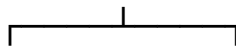
Court refers to counselor

|



Conciliation attempts

|



|     |

Settled   Not settled

|     |



Decree   Trial

recorded

## 25.7 ADVANTAGES

- Speedy disposal
- Less formal
- Reconciliation focus
- Child-friendly

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# CHAPTER 26: CONSUMER FORUMS

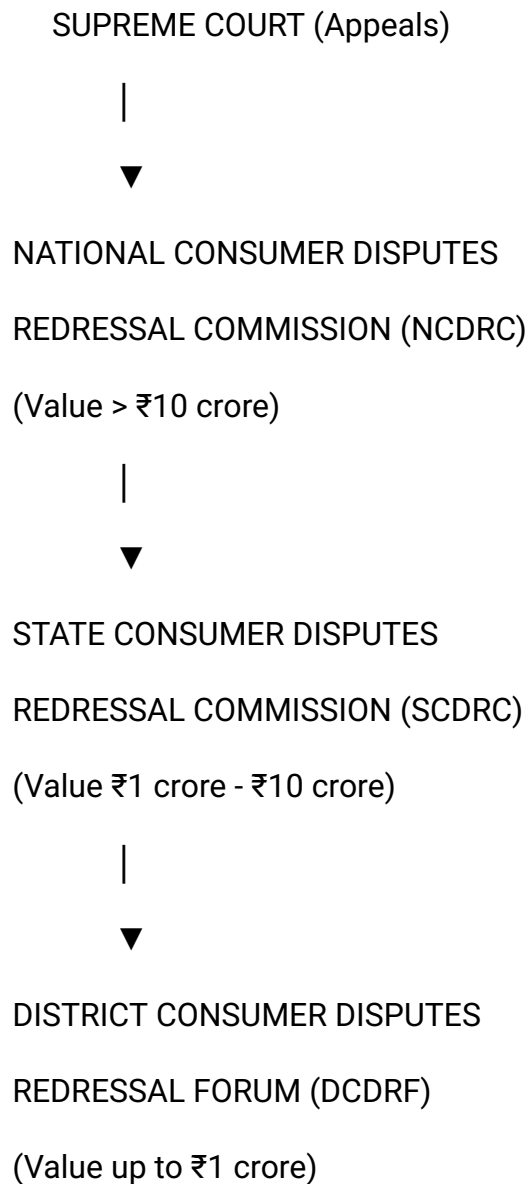
## 26.1 INTRODUCTION

Law: Consumer Protection Act, 1986 (replaced by 2019 Act)

Purpose: To provide simple, speedy, inexpensive redressal of consumer grievances.

## 26.2 THREE-TIER SYSTEM

text



## 26.3 ADR FEATURES

**Feature****Explanation**

Summary procedure

Quick disposal

No court fees

Nominal fees

Party can appear in person

No lawyer needed

Time limit

3 months for disposal

Flexible procedure

Not bound by CPC

**26.4 PROCEDURE**

text

Complaint filed

|



Notice to opposite party

|



Written version

|



Evidence (summary)



Hearing



Order

---

## **CHAPTER 27: MOTOR ACCIDENT CLAIMS TRIBUNALS (MACT)**

### **27.1 INTRODUCTION**

Law: Motor Vehicles Act, 1988

Purpose: To provide speedy compensation to accident victims.

### **27.2 ESTABLISHMENT**

- State governments establish
- For specified areas
- Usually at district level

### **27.3 ADR FEATURES**

**Feature**

**Explanation**

Summary procedure

Quick disposal

No court fees

Free access

Investigation by Tribunal

Can collect evidence

Lok Adalat

Regular settlement camps

Compounding

Settlements encouraged

## **27.4 PROCEDURE**

text

Claim petition filed

|



Notice to insurer/owner

|

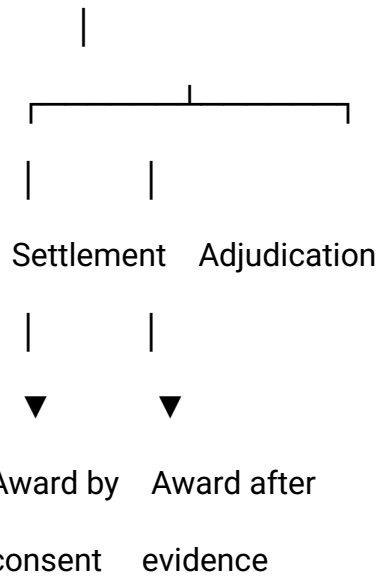


Claims Tribunal Constituted

|



Investigation by Tribunal



## 27.5 LOK ADALAT FOR MOTOR CLAIMS

- Regular Lok Adalats for accident claims
- Insurance companies participate
- Quick settlements
- Binding awards

---

# UNIT VIII: LEGAL SERVICES AUTHORITY

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## CHAPTER 28: LEGAL SERVICES AUTHORITIES ACT, 1987

### 28.1 INTRODUCTION

Purpose: To provide free legal services to weaker sections and organize Lok Adalats.

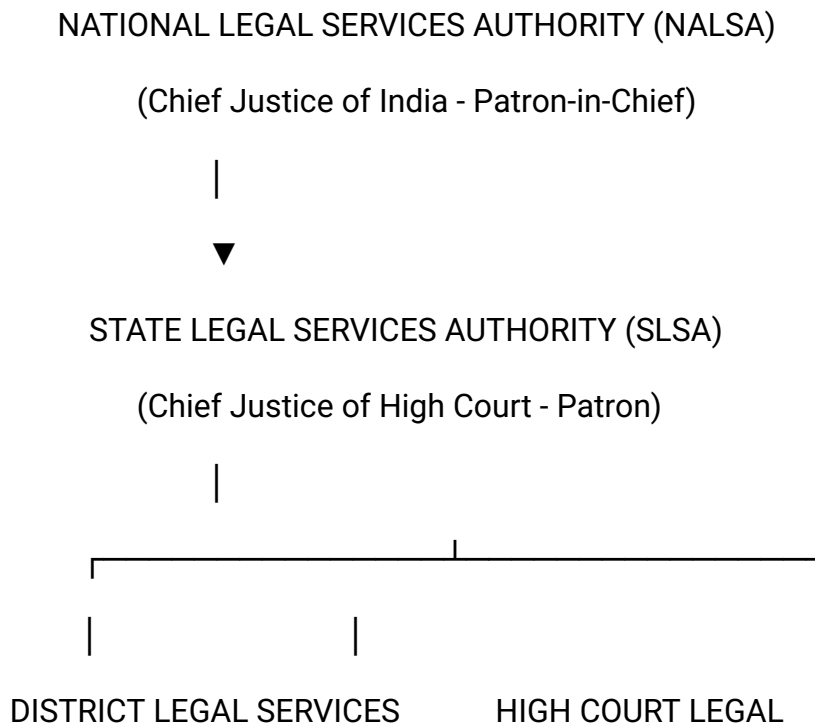
Constitutional Basis: Article 39A - Equal justice and free legal aid.

### 28.2 OBJECTIVES

Objective	Explanation
Free legal aid	To poor and weaker sections
Lok Adalat	Organize for dispute resolution
Legal awareness	Make people aware of rights
Settlement	Promote amicable settlement

### 28.3 STRUCTURE

text



AUTHORITY (DLSA)

SERVICES COMMITTEE

|

|

|

|

TALUK LEGAL SERVICES

SUPREME COURT LEGAL

COMMITTEE

SERVICES COMMITTEE

---

## **CHAPTER 29: NATIONAL LEGAL SERVICES AUTHORITY (NALSA)**

### **29.1 CONSTITUTION (Section 3)**

Composition:

- Chief Justice of India - Patron-in-Chief
- Senior Judge of Supreme Court - Executive Chairman
- Other members nominated by Central Government

### **29.2 FUNCTIONS (Section 4)**

1. Lay down policies for legal services
2. Frame schemes for Lok Adalats
3. Monitor and evaluate implementation
4. Provide funds to State Authorities
5. Organize legal awareness programs
6. Publish legal materials for public
7. Make recommendations to government

---

## **CHAPTER 30: STATE LEGAL SERVICES AUTHORITY (SLSA)**

### **30.1 CONSTITUTION (Section 6)**

Composition:

- Chief Justice of High Court - Patron-in-Chief
- Senior Judge of High Court - Executive Chairman
- Other members nominated by State Government

### **30.2 FUNCTIONS (Section 7)**

1. Give legal aid to eligible persons
  2. Organize Lok Adalats
  3. Undertake legal awareness
  4. Handle disputes at state level
- 

## **CHAPTER 31: DISTRICT LEGAL SERVICES AUTHORITY (DLSA)**

### **31.1 CONSTITUTION (Section 9)**

Composition:

- District Judge - Chairman
- Other members nominated by State Government

### **31.2 FUNCTIONS (Section 10)**

1. Coordinate with Taluk Committees
  2. Organize Lok Adalats at district level
  3. Provide legal aid
  4. Perform such other functions as assigned
- 

## **CHAPTER 32: TALUK LEGAL SERVICES COMMITTEE**

## **32.1 CONSTITUTION (Section 11A)**

Composition:

- Senior Civil Judge - Chairman
- Other members nominated by District Authority

## **32.2 FUNCTIONS**

1. Organize Lok Adalats at taluk level
  2. Provide legal aid
  3. Perform functions assigned by District Authority
- 

# **CHAPTER 33: LOK ADALAT UNDER LEGAL SERVICES AUTHORITY**

## **33.1 ORGANIZATION (Section 19)**

- Lok Adalats organized by Legal Services Authorities
- At such intervals and places as decided
- Consists of:
  - Serving/retired judicial officers
  - Lawyers
  - Social workers

## **33.2 COGNIZANCE OF CASES (Section 20)**

Lok Adalat can take cognizance of cases:

1. By agreement - Parties apply for reference
2. By court - Court refers pending case
3. On application - One party applies, other agrees

## **33.3 PROCEDURE**

- Conciliation approach
- No strict procedure
- Parties heard
- Efforts to bring settlement

### **33.4 AWARD OF LOK ADALAT (Section 21)**

- If settlement reached, award made
- Award is final and binding
- No appeal
- Deemed to be decree of civil court
- Executable through court

### **33.5 POWERS OF LOK ADALAT (Section 22)**

Lok Adalat has powers of civil court for:

- Summoning witnesses
- Discovery of documents
- Receiving evidence

### **33.6 PERMANENT LOK ADALAT (Sections 22B-22E)**

For public utility services:

- Transport
- Postal
- Telegraph
- Public utilities

Features:

- Permanent body
- Can decide even if one party doesn't agree
- Award final and binding

### **33.7 ADVANTAGES OF LOK ADALAT**

<b>Advantage</b>	<b>Explanation</b>
Free	No court fees
Fast	Same day disposal
Informal	No lawyers needed
Binding	Final award
Accessible	At all levels

---

## **CHAPTER 34: ELIGIBILITY FOR LEGAL AID (Section 12)**

### **34.1 WHO IS ENTITLED?**

1. Member of SC/ST
2. Victim of human trafficking or beggar
3. Woman or child
4. Person with disability
5. Victim of mass disaster (violence, flood, drought, earthquake)
6. Industrial workman
7. Person in custody (including under trial)
8. Person with annual income less than prescribed limit (usually ₹1-3 lakhs depending on state)

## 34.2 CRITERIA

- Merit - Case must have merit
  - Means - Person must be poor
  - Marginalized - Special categories
- 

## CHAPTER 35: LEGAL AID PROCEDURE

text

Person needing aid approaches Legal Services Authority

|



Application filed with proof

|



Authority scrutinizes application

|



If eligible, legal aid granted

|



Lawyer assigned to person

|



Legal proceedings conducted

---

# UNIT IX: ROLE OF NGOs IN ADR

---

## CHAPTER 36: ROLE OF NGOS IN ALTERNATIVE DISPUTE RESOLUTION

### 36.1 INTRODUCTION

NGO: Non-Governmental Organization - voluntary groups working for social welfare.

### 36.2 WHY NGOS IN ADR?

Reason	Explanation
Trust	People trust NGOs more than government
Reach	NGOs work at grassroots
Low cost	Volunteer-based, cheaper
Expertise	Specialized in specific issues
Flexibility	Can innovate methods

## **36.3 AREAS WHERE NGOS WORK IN ADR**

### **36.3.1 Family Disputes**

- Marriage counseling
- Child custody mediation
- Dowry dispute resolution

### **36.3.2 Community Disputes**

- Caste conflicts
- Land disputes
- Neighborhood issues

### **36.3.3 Labour Disputes**

- Worker-employer conflicts
- Wage disputes
- Unfair labor practices

### **36.3.4 Consumer Disputes**

- Consumer awareness
- Assistance in filing complaints
- Negotiation with companies

### **36.3.5 Environmental Disputes**

- Pollution issues
- Forest rights
- Development conflicts

## **36.4 ROLES OF NGOS IN ADR**

### **Role**

### **Description**

Facilitators

Organize mediation/conciliation

Counselors	Provide counseling services
Legal awareness	Educate people about rights
Paralegal services	Assist in documentation
Referral services	Connect people to appropriate forums
Monitoring	Watch implementation of settlements

### **36.5 EXAMPLES OF NGOS IN ADR**

<b>NGO</b>	<b>Area</b>
Tata Institute of Social Sciences (TISS)	Family counseling
Consumer Guidance Society of India	Consumer disputes
Multiple Action Research Group (MARG)	Legal awareness
Human Rights Law Network	Legal aid

PRS Legislative Research

Policy advocacy

Centre for Social Justice

Community mediation

### **36.6 NGO PARTNERSHIP WITH LEGAL SERVICES AUTHORITY**

- NGOs can associate with Lok Adalats
- Provide counselors and paralegals
- Help in legal awareness camps
- Identify eligible persons for legal aid

### **36.7 CHALLENGES FACED BY NGOS**

#### **Challenge**

#### **Explanation**

Funding

Limited resources

Recognition

Not always recognized by courts

Training

Lack of trained mediators

Sustainability

Project-based, not permanent

Government cooperation

Sometimes lack of support

## 36.8 SUCCESS STORIES

### Example 1: Community Mediation in Slums

NGOs in Mumbai slums resolve disputes through community mediation, reducing court cases.

### Example 2: Family Counseling Centers

NGO-run counseling centers save many marriages through mediation.

### Example 3: Legal Literacy Camps

NGOs educate villagers about Lok Adalats, increasing access to justice.

## 36.9 FUTURE OF NGOs IN ADR

- More formal recognition needed
  - Training programs for NGO workers
  - Funding support from government
  - Integration with court-annexed mediation
  - Technology adoption for remote mediation
- 

# SUMMARY TABLES FOR QUICK REVISION

## UNIT I: JUDICIAL DISPUTE RESOLUTION

Topic	Key Points
Judicial Resolution	Court-based, adversarial, binding
Advantages	Binding, appeal, precedent

Disadvantages

Delay, cost, complexity

## UNIT II: ADR METHODS

<b>Method</b>	<b>Third Party</b>	<b>Role</b>	<b>Outcome</b>
Arbitration	Arbitrator	Decides	Award
Conciliation	Conciliator	Suggests	Settlement
Mediation	Mediator	Facilitates	Agreement
Negotiation	None	-	Agreement

## UNIT III: SELF-HELP SYSTEMS

<b>Forum</b>	<b>Organized by</b>	<b>Nature</b>
Lok Adalat	Legal Services Authority	Conciliatory

Nyaya Panchayat

Panchayat

Adjudicatory (petty)

## **UNIT IV-V: ARBITRATION ACT**

<b>Topic</b>	<b>Key Provision</b>
Arbitration agreement	Section 7
Appointment	Section 11
Challenge	Section 12
Jurisdiction	Section 16
Award	Section 31
Setting aside	Section 34

## **UNIT VI: CPC & ADR**

**Provision**

**Purpose**

Section 89

Reference to ADR

Order 10 Rule 1A

Direction for ADR

## **UNIT VII: OTHER FORUMS**

<b>Forum</b>	<b>Law</b>	<b>Purpose</b>
Family Court	Family Courts Act	Family disputes
Consumer Forum	Consumer Protection Act	Consumer disputes
MACT	Motor Vehicles Act	Accident claims

## **UNIT VIII: LEGAL SERVICES**

<b>Authority</b>	<b>Level</b>
NALSA	National
SLSA	State

DLSA

District

Taluk Committee

Taluk

## **UNIT IX: NGOs**

- Facilitate ADR
- Legal awareness
- Counseling
- Referral services