INDIALAW

ADR Clauses and Contractual Advice

Expert Contract Drafting and Arbitration Clause Services in India

PRACTICE PROFILE • OCTOBER 2026

Overview

Our ADR Clauses and Contractual Advice practice is built on a simple conviction: the most expensive dispute is the one that could have been prevented or properly channelled at the time the contract was signed. We help clients establish effective dispute resolution mechanisms at the contract formation stage, when there is real bargaining flexibility and the parties remain commercially aligned.

Each clause is tailored to the deal, the parties, the governing law, and the sector, rather than copied from boilerplate that often unravels under stress. We draft with seat and venue, governing and curial law, institutional rules, arbitrator appointment, language, emergency relief, and enforcement realities all considered together. The objective is straightforward: protect client interests, promote efficient and proportionate resolution, and minimise the business disruption that follows when commercial disagreements escalate.

Our Services

Preventive dispute management through strategic contract design

- Drafting dispute resolution clauses tailored to the commercial realities and risk profile of each contract
- Structuring stepped dispute resolution mechanisms that move from negotiation through mediation to arbitration, with clearly defined timelines at each stage
- Advising on the choice of arbitral institution and the procedural rules best suited to the transaction, the parties, and the likely nature of any dispute
- Reviewing and refining dispute resolution clauses in existing agreements, with practical recommendations to close drafting gaps
- Guiding clients on the governing law and the seat of arbitration, with a clear eye on enforceability and the supervisory courts that will follow
- Drafting confidentiality and document disclosure provisions that protect sensitive commercial information without compromising procedural fairness
- Building time and cost control mechanisms into ADR clauses, including hearing limits, expedited procedures, and tribunal size, to prevent proceedings from running away
- Advising on emergency relief and interim measures provisions, so that urgent protection of contractual rights is available even before a tribunal is constituted
- Addressing enforcement considerations in cross-border dispute resolution clauses, including New York Convention implications and the realities of asset location

Key Professionals



K.P. Sreejith
Founder



Vinod P.V.
Senior Partner



Rahul Sundaram
Partner



G.P. Yash Vardhan
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Pranava Charan MG
Associate Partner



Supriya Bhosale
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Asav Rajan Arora
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Tannya Baranwal
Associate Partner

Frequently Asked Questions

Q1 **What does ADR clauses and contractual advice cover as a practice area?**

It involves drafting, reviewing, and structuring dispute resolution clauses in commercial contracts. This includes selecting arbitral institutions, defining seat and venue, layering negotiation, mediation, and arbitration steps, and building in cost and time controls before any dispute arises.

Q2 **When should a business seek advice on its dispute resolution clauses?**

Ideally at the contract negotiation stage, when both parties have bargaining flexibility. If you are entering a joint venture, cross-border supply agreement, or high-value construction contract, reviewing the ADR clause before signing is far cheaper than litigating a defective one later.

Q3 **Which Indian laws govern arbitration clauses and ADR mechanisms?**

The Arbitration and Conciliation Act, 1996 (as amended in 2015, 2019, and 2021) is the primary statute. The Indian Contract Act, 1872 governs the underlying agreement. For cross-border enforcement, the New York Convention applies through Part II of the 1996 Act.

Q4 **What factors drive cost and timeline in an ADR clause engagement?**

Key drivers include the number of contracts under review, whether the clause is standalone or part of a full agreement, the cross-border element, and the complexity of multi-tier mechanisms. A single clause review may take a few days; a suite of template clauses across jurisdictions takes longer.

Q5 **What documents or details does the firm need to begin advising?**

We typically need the draft or existing contract, details of the counterparties and their jurisdictions, the nature and value of the transaction, any preferred arbitral institution or seat, and information about the assets or operations that may be relevant to enforcement.

Q6 **What is the most common mistake businesses make in ADR clauses?**

Using vague or boilerplate language that fails to specify the seat of arbitration, the appointing authority, or the number of arbitrators. Indian courts have struck down or reinterpreted poorly drafted clauses, leaving parties in protracted litigation over the forum itself rather than the underlying dispute.

Related Practice Areas

- Alternative Dispute Resolution (ADR)
- Construction, Development and Infrastructure Disputes
- Mediation And Conciliation
- Arbitration