A CRITICAL EXAMINATION OF THE SHIFT FROM LITIGATION TO ALTERNATIVE DISPUTE RESOLUTION

Written by ***Vijay Kumar*, Apoorv Singh** & Vikas Yadav****

** B.A LLB 5th Year, GLA University, Mathura*

*** B.A LLB 5th Year, GLA University, Mathura*

**** B.A LLB 5th Year, GLA University, Mathura*

ABSTRACT

ADR refers to numerous approaches for resolving conflicts outside of the judicial system. There is a tremendous growth in disagreements between parties in the modern world. Litigation gives a remedy and settles all disputes, but the process is very time-consuming. In certain instances, low-income individuals struggle to pay court fees. Alternative Dispute Resolution (ADR) gives remedies to the difficulties generated by litigation. It facilitates the resolution of cases in a timely and cost-effective manner. It helps to create a good resolution by considering both sides' interests.

This article focuses on the difficulties individuals confront as a result of legal processes and those resulting from the implementation of Covid-19. It also describes the ADR procedure and shows how it is superior to conventional litigation and the benefits of ODR following Covid-19.

INTRODUCTION

India is a common law nation with an adversarial system of dispute resolution. Common conflict resolution options include lawsuit and arbitration. Both of these strategies have advantages and disadvantages. Let us examine the lawsuit and arbitration procedure in India. With the aid of an article1, we are able to comprehend the precise meaning and procedure of litigation. To litigate is to bring a matter before a court. Typically, this procedure pertains to civil cases in which one party sues another. Consequently, the plaintiff is the one who files a lawsuit, whereas the defendant is the party against whom the case is filed. Therefore, the first step in litigation is to hire an attorney. Both parties are represented by their own counsel. In rare instances, parties elect to represent themselves pro se, which literally translates to "by oneself," i.e. they present their own case. This procedure begins with the filing of a complaint and a summons by the plaintiff. This summons provides the defendant with notice of the litigation, as well as the response deadline. Typically, the first phase of litigation is referred to as the discovery process, during which a date for the commencement of the case is chosen and the parties begin gathering evidence and conducting depositions. Then, both sides will submit their respective motions. These are often demands made by both parties for procedural information. Included in procedural motions are petitions about venue, judge, or jury. After processing all the paperwork and submitting motions, it normally takes many months to reach the court date. The case will then be heard in court on a certain day, after which the jury will render a verdict. Additionally, parties have the power to appeal to higher courts. Generally speaking, the plaintiff has the burden of evidence since he or she initiated the legal proceeding. This implies that the plaintiff has the burden of proving the validity of the lawsuit. The next consideration is which court will hear the matter. The first form of litigation involves the location of the offence. The second sort of case is based on where the violation occurred, which is related to where the defendant resides. Therefore, if the plaintiff operates a company in X location and must suit a defendant who operates a business in Y location, the litigation will often be filed at Y location. This is the usual lawsuit procedure.

ARBITRATION

Arbitration is the most prevalent alternative to litigation. Arbitration's fundamental purpose is to settle disputes outside of court. With the aid of Article 2, the notion of arbitration may be comprehended. Arbitration is governed in India by arbitration law. This provision specifies that in order to embrace arbitration as a means of resolving disputes, both parties must sign an agreement. The parties have the option of including arbitration provisions in the main contract or having separate arbitration agreements. This agreement specifies that the issue shall be addressed only via arbitration. This section also specifies the number and method of arbitrators to be appointed. In India, parties choose the number of arbitrators to be appointed, but only even numbers are permitted. Arbitrator is an independent and impartial third party who settles disputes between parties. In rare instances, parties cannot agree on the composition of a three-member panel. In this instance, each side picks one arbitration, and these two arbitrators then nominate the third arbitrator. If a party fails to choose an arbitrator, the other side may petition the high court or the Supreme Court to appoint one. According to the preceding article, The Arbitration and Conciliation Act defines the legislation pertaining to arbitration. This statute also prohibits judicial interference in this procedure. The Arbitration and Conciliation Act does not mandate unanimity from the tribunal, nor does it mandate a certain method or process for communicating with the tribunal. Typically, all conversations occur in written form. The language of the agreement may be chosen by the parties. In the absence of this, the language is determined by the court. And judgements will often be decided by a majority of the tribunal's members. In rare instances If the parties and the court agree, an arbitrator will be appointed to determine the process. According to the Arbitration Act, if there is any dispute between the parties, the arbitrator may provide a separate opinion, however there is no rule or legislation regarding dissenting opinions.

This includes both the method that might be used to settle a disagreement and its benefits. We can learn more about the obstacles the parties experienced in implementing these strategies.

Arbitration Clauses: Do's and Don'ts for Lawyers

Even though arbitration has many advantages over the court system, arbitration clauses that are poorly drafted (also known as pathological clauses) not only result in costly and time-

consuming delays, but they also fail to meet the intentions and expectations of the parties, particularly those that have entered into contracts to resolve their disputes through arbitration.

achieve some rational commercial purpose. A dispute resolution clause should be given the same level of importance that is given to any other fundamental term in the agreement by legal representation.

The formation of agreements to arbitrate can take place either:

(1) While the parties are in the process of negotiating a contract or

(2) After a dispute has already taken place. Instead of waiting until tensions have already built up before beginning to negotiate an arbitration process, it is best to do so before entering into the main contract. The arbitration clause is a stand-alone provision that is not included in the main agreement. I would like to direct your attention to the case of Premium Nafta Products Ltd. v. Fili Shipping Co.

On the other hand, if (as in this instance) the allegation is that the agent exceeded his authority by entering into a main agreement in terms that were not authorised or for improper reasons, then this is not necessarily an attack on the arbitration agreement. In this scenario, the agent is alleged to have exceeded his authority by entering into a main agreement in terms that were not authorised or for improper reasons.

To demonstrate that the agent did not have the authority to enter into an arbitration agreement, it would be necessary to demonstrate that it does not matter what the terms of the primary agreement are or the reasons for which he concluded it. Even if it is claimed that there was no agreement reached (for instance, that the terms of the main agreement remained to be agreed upon), this does not necessarily constitute a breach of the arbitration agreement. If the parties have already reached an agreement regarding the arbitration clause, then it will be presumed that they intended for the question of whether there was a completed main agreement to be decided by arbitration.

Nevertheless, that is not the case here. The argument presented by the appellants was not that there was no contract at all; rather, they claimed that they had the legal right to rescind the contract, including the arbitration agreement, due to the fact that the contract was induced by bribery.

Allegations of that nature, if proven true, have the potential to call into question the legality of the primary agreement. However, the validity of the arbitration agreement as a separate agreement is not in any way affected by these factors. Before an arbitration agreement can be nullified or overturned, the doctrine of separability necessitates that it first be directly challenged. This is a very difficult examination. The argument needs to be based on facts that are unique to the arbitration agreement in order to be considered valid. Allegations that serve no purpose other than to serve as a parasite on a challenge to the validity of the main agreement is not sufficient for this purpose. Given the circumstances of this particular instance, it is imperative that the agreement to participate in arbitration be honoured.

The factors that are taken into account in domestic arbitration might be different from those that are taken into account in international arbitration. A thorough examination of the statutes that will be relevant to the client's situation should serve as the initial step in the process. In each individual instance, it is necessary to take into consideration the various provisions concerning costs, confidentiality, limitations imposed on the court, and a plethora of other issues. There are only a select few scenarios in which one can successfully apply a standard arbitration clause that will fulfil the requirements and fulfil the commercial expectations of the customer. A set of rules (such as institutional rules) dealing with the process that will govern must also be taken into consideration. In addition, it is necessary to determine whether or not the rules will be decided on an ad hoc basis or whether or not a combination of the two will be used.

When considering arbitration clauses, the following is a checklist of things that should and should not be done:

Do the following:

• Have an agreement to arbitrate that is unmistakable and unequivocal.

• Consider the dispute resolution clause early on in the negotiation process.

• Consider whether or not to include a formal pre-arbitration procedure, such as mediation, in the contract.

• Choose between institutional and ad hoc methods while keeping relevant factors in mind.

Arbitration, and read any rules that may be applicable (In the province of British Columbia, I would like to draw your attention to section 22 of the Arbitration Act.

You are required to:

1) Specify the Seat, or Formal Location, of the Arbitration;

2) Specify an Odd Number of Arbitrators;

3) Specify the Method of Appointment; and

4) Specify the Appointing Authority, if Any, for Ad Hoc Arbitrations.

• Specify the language of the arbitration.

• Consider the scope of the agreement to arbitrate.

• Specify the law that will govern the arbitration.

• Consider whether or not a waiver of judicial review or appeal of the tribunal's decisions is desirable and enforceable; (Subject to the applicable arbitration legislation, such as sections 23, 31, and 35 of the Arbitration Act 31, the parties should make their intention regarding appeals crystal clear to one another. In spite of Sattva their shared goal should be to ensure that the decision of the arbitrator is conclusive and legally binding, and that it is not open to appeal on any question of fact, law, or mixed fact and law.

• If the situation involves multiple parties or contracts, you should think about how you can provide for the joinder or consolidation of disputes. (This is especially important in construction disputes.)

• Obtain an understanding of the client's business, including whether products or services are sold within the province, within the country, or within another state.

• Consider the nature of relief that an arbitrator may impose, having regard to the law in the particular jurisdiction.

• Consider the effect of an arbitration clause on other agreements where the parties already have other agreements in place Take into consideration the possibility that the client may want

to invoke the legal doctrines of res judicata and issue estoppel in the event that the other party wishes to re-arbitrate the same issues.

• Take into account the fact that in a recent decision made in England, the court considered the doctrine of abuse of process in a case where a third party brought a lawsuit after an arbitral award had already been issued.

The proceedings are essentially a rehashing in a court of law of what one of the parties to the arbitration thought had been settled at the arbitration. (The takeaway for attorneys is to make sure that all parties to a contract, as well as those who directly rely on the contract, buy in and are committed to the arbitral process from the very beginning.)

Don't do the following:

Assume that dispute resolution provisions do not really matter; assume that arbitration is the best option for all types of disagreements; assume that all jurisdictions are supportive of arbitration.

• Copy an arbitration clause word for word from another agreement.

• Write an arbitration clause without first reviewing the rest of the agreement and any related agreements.

• Select multiple governing laws or seats from which to choose (It is essential to keep in mind that the substantive rights may vary from the procedural law, also known as the lex arbitration. In most cases, the lex arbitration will serve as the location of the seat of the arbitration. One of the many reasons why Canada is an excellent location for international arbitration is because of this.)

• Opt for arbitration rules that are incompatible with the arbitration clause, without indicating that such rules will be modified by agreement.

• Assume that "split clauses," which give one party the option to arbitrate or litigate while the other party can only litigate, are valid in all jurisdictions.

• Assume that restrictive criteria for the qualifications of arbitrators that may make it difficult or impossible to appoint suitable arbitrators.

• Assume that "split clauses" are valid in all jurisdictions.

• Do not name a person, position, or institution as an appointing authority unless you are absolutely positive that the individual or entity in question both exists and is willing to carry out the appointment.

• Assume that the outcome of the arbitration will remain private. (If the parties want to keep the agreement confidential, you should make that clear.)

CONTRACTUAL AND ECONOMICAL PROBLEMS AFTER COVID 19

Economic challenges:

After the Covid19 pandemic, it is hard for people and businesses to get back to normal. Due to the bad effects of Covid19 on the economy, growth, there is a high chance that jobs and businesses will be lost3. The article says that because of Covid19, businesses are closing all over the country and low-wage workers are under a lot of stress. The economic effects of Covid19 will also affect housing, in addition to jobs. Nearly 135 million jobs could be lost, leaving 174 million people without work and putting them back into poverty. From this article, we can see that the bad effects of Covid19 will be a loss of jobs, a rise in poverty, and a drop in the average income per person. GDP goes down when any of these things go down. The above article tells us that the unemployment rate is going up. It could go from 7.6% to 35%, which would put 40 million people in terrible poverty. Developing countries like India have to deal with a number of economic problems. One of these is a drop in the financial markets, which causes the country's currency to lose value. This also makes it hard for countries to trade with each other and causes export reserves and foreign exchange reserves to fall. All of these things cause markets around the world to shrink. There is no doubt that Covid19 has put the country's economy in a very dangerous position6. The article talks about a few ways that Covid19 has affected the Indian economy. As has already been said, Covid19 has a big effect on jobs. It also slows down the manufacturing and service industries. And in a lot of places, people are going home after work. Because there won't be as many orders, trade will also go down. In addition to all of these, air travel and tourism are also going down. With all of these things, there are more deaths, more diseases, and a pandemic. The above article says that the

regional and global chains will break if the crisis keeps going on. India might try new things to get less of its imports from China. So, all of these could be the economic problems that companies and people will face after Covid19.

Contractual Challenges:

An article 7 helps us figure out what Covid19 means for contracts. This article helps us see that some contractual obligations are now impossible to meet, and in a few cases, they have been put off for an undetermined amount of time. Because of what happened out of the blue in the country, many contracts have been put on hold. Both sides agree on everything. to put the contract on hold until the situation gets better. In rare cases, the parties to a contract decide to put off their obligations by putting in a "suspension clause" that explains what to do if the suspension can't be avoided. The two sides should find a middle ground and come to an agreement. If they can't, it will be up to the side that has more power in the contract.

The above article says that it is very clear that the current situation will make it take longer to do the things that were agreed upon in contracts. As an alternative to suspension, many business contracts have chosen to end. Most contracts include a way to get out of the agreement if one of the parties can't do what they agreed to. Most of the time, only one party to a contract can end it, but in some cases, another party can agree to the end of the contract on their own. In a few other cases, the parties will not be able to come up with a way out, so they will have to pay the heavy fines. This has shown the harsh reality by making both sides lose a lot of money. At the moment, the force majeure clause is the most common clause in contracts. This clause hasn't been used very often, but it's the most talked-about clause at Covid19. This clause does nothing but let the parties out of their contracts without any legal repercussions. This means that the contracts will end right away and that neither party will be able to do what they agreed to do. Most contracts list the events that are out of the parties' control and say that the contract will end if the force majeure event lasts longer than a certain amount of time.

Problems that could arise if a party decided to use alternative dispute resolution (ADR) rather than going to court include the following:

Individuals, as a result of having a number of questions in their heads, have difficulty deciding whether or not to opt for ADR rather than litigation. People aren't aware of it and how it

operates, which is the primary and most important reason why people don't trust it to work. Additionally, when people are presented with something new, it's natural for them to be sceptical about whether or not it will work or whether it will be a waste of their time and money. However, alternative methods of conflict resolution are less expensive, more expedient, and less intimidating than the traditional judicial system. They do not involve going to court, the strategy that is used in these discussions is less specialised, and the presence of legal advisors is not necessary. The meetings should proceed without a hitch. In a similar vein, they're becoming increasingly sensitive to the concerns of the opposing parties. They provide superior justice, reduce the physical distance between the gatherings, and satiate the participants' yearning to exercise a certain degree of authority over the process of conflict resolution. The flaws in the traditional legal system have an effect on people's decision-making, but there is always uncertainty regarding the efficacy of alternative dispute resolution (ADR) before it is pursued. The choice of ADR is impacted by cultural as well as mental considerations. Because going to court in the conventional manner has been common practice for a very long time. Even though alternative dispute resolution is much more convenient, it still takes some effort and time to change someone's mind. People generally consider to be the most important problem that. Whether or not the value and time saved by using ADR as opposed to litigation are advantages. whether or not there are any institutional restrictions placed on the current ADR. Whether or not people have faith in ADR. In spite of this, as a result of increasing globalization, a growing number of cases are being moved out of the jurisdiction of traditional courts and into that of regulators. There is still a lot of faith placed in the higher judiciary. This is frequently made clear by the number of appeals that are lodged before the high courts and, consequently, the Supreme Court of India from the awards handed down by arbitrator and appellate tribunal bodies.

Difficulties Inherent in Litigation:

Covid19 has ravaged many lives and communities throughout the globe8. This article helps us comprehend the effects of Covid19 on B2B enterprises. Covid19 is altering the manner in which clients and purchasers connect and communicate. The sales executives are unsure of how to respond and care for people and clients. It is challenging for sales executives to govern based on reality and adapt their selling strategies. The scenario caused by Covid19 may lead to an increase in litigation, posing difficulties in resolving conflicts involving credit, lending,

trade, and property. Due to the epidemic, Online Dispute Resolution and Alternative Dispute Resolution will go a long way in the next months without overburdening the courts, as explained in the preceding article. When we discuss obstacles encountered According to an article, there are three key obstacles associated with litigation: litigation is impersonal, litigation is unpredictable, and litigation may destroy bridges. In legal counselling and mediation, it is feasible to convince the parties via discussion; however, this is not achievable in the litigation process. The decision will be based solely on the evidence presented to the court. Many individuals erroneously assume that they can anticipate the result of a lawsuit, despite the fact that litigation outcomes are influenced by subjective assessments. The third issue is that one may only pick this approach if he or she agrees there will be no commercial link between the two parties, since the lawsuit process destroys any business relationships between them. There are three fundamental issues in the lawsuit process.

Due to these obstacles, there are many instances in which parties choose for ADR or ODR. These two procedures circumvent all obstacles and provide public access. Current difficulties might be comprehended with the aid of an article. Because of litigation's structure, it presents the most difficulty. The aforementioned article describes the structural issues. For example, when there is a disagreement between parties, both sides should have a comprehensive grasp of the transactional side of the company. However, litigation teams seldom include transaction teams, who may be of aid in this area. And litigation practice in India often avoids the business and advising aspects. The litigators are often familiar with the company' operations and procedures. However, it is not simply the final agreement that is significant, but the whole framework of the arrangement. With the aid of the above-mentioned article, the lawsuit compensation system may also be comprehended. In established markets and other kinds of conflict resolution, remuneration is often depending on the outcome of the individual case. But in the litigation process, attorneys demand fees just for their presence in court. Typically, clients do not provide the litigators with an official order until the case is close to reach the justice and the plan has been formulated. The litigators only determine the litigation strategy when the matter becomes significant. According to the aforementioned article, litigators should rather assist in determining the optimal means of resolving the issue between the parties. The second obstacle would be the approach to the legal procedure. The majority of litigation practices in India focus on commercial litigation, which often involves contractual issues.

There is a significant distinction in the nature of business disputes involving property or the delivery of products. And only complicated issues reach the court, which demonstrates a lack of sectoral expertise at the trial level. Another difficulty clients encounter considering the merits of the case. It is true that attorneys cannot guarantee the result of a case, but they should be able to offer a fair appraisal of the dispute's merits by studying the case facts. This may be accomplished by determining the strategy. Costs and length should be disclosed to the customer, allowing him to determine the best course of action. However, the legal procedure does not inform customers of the case's merits. Another difficulty is the lack of a cost and punishment mechanism. Despite several changes adding processes pertaining to the expenses in business disputes, a significant number of courts continue to lack appropriate regulations regulating costs. In extremely rare instances, the winning party will be granted expenses. The second problem that can be comprehended is that the law sets protections that a judge must adhere to prior to the hearings, yet judges seldom know the case in full during preliminary procedures; instead, they depend on the parties' arguments. Moreover, if a senior council is presenting the case, he may make suggestions on the likelihood of the issue being allowed; this allows plaintiffs a variety of opportunities to have the subject admitted. The second difficulty is that seldom is the party making misleading statements in their affidavit penalized. False allegations are just denied by the court, who seldom punishes the appropriate party. This circumstance reduces the litigating party's concern over the inclusion of fraudulent assertions in court filings. According to the aforementioned article, the next obstacle would be the ineptitude of judges. It is possible that the judges in different tribunals are not subject matter experts on the issues at hand. This presents difficulties inside the system. The second difficulty would be the inadequate organization and staffing of the courts. In general, tribunals are not constrained by a set of norms, which poses difficulties in the system. The second difficulty is that it takes longer to settle cases while the trial and processes continue. With the use of the above-mentioned article, we can deduce that the next problem involves the procedural procedures followed by courts. Typically, the courts adhere to norms that were established a century ago. Clearly, there will be numerous obstacles if the norms of the 1900s are applied to the current situation.

Since it is difficult to get a final judgement in Indian courts, judges often issue interim decisions. The court has the authority to provide interim relief, since the case may take years to resolve in Indian courts

The aforementioned are the obstacles posed by the lawsuit procedure. There are other alternatives to this procedure, including Alternative Dispute Resolution, which focuses primarily on arbitration, and Online Dispute Resolution, which provides convenient access.

When I talked with a company owner of a solar power plant in Hyderabad, Telangana about the difficulties they had as a result of litigation, they were glad to learn about ADR and its protocol and processes. They described the difficulties they had, since it takes long to conclude a case when there are issues between the partners. They also considered using arbitrators to handle future disputes.

PROCESS AND PROCEDURE OF ADR

Alternative Conflict Resolution has launched a new dispute resolution process. ADR consists of four forms: arbitration, mediation, collaborative law, and negotiation. These methods offer more benefits because they allow the parties to settle their disputes amicably, minimize hatred, and resolve conflicts peacefully; they also promote a stronger sense of fairness. As these proceedings take place outside of court, they are more economical and efficient.

As mentioned before, individuals confront too many obstacles due to conventional litigation, and the number of cases in courts has increased dramatically in recent years, resulting in delays of such cases. All of these considerations highlight the need for alternate conflict resolution methods, which puts mediation and arbitration into focus. Now, let's go into the specifics of the other methods.

1. **Mediation:** The preceding article clarifies the precise definition of mediation. Mediation is a kind of Alternative Dispute Resolution, often known as Appropriate Dispute Resolution. This method often seeks to help two or more disputants achieve an agreement. Instead, then accepting the terms of settlement imposed by a third party, the parties themselves choose the terms of settlement. There may be organizations, persons,

or representatives participating. A variety of problems, including commercial, workplace, and legal, may be resolved via mediation. The mediators use their skills or expertise in an effort to bring both sides to an agreement. In the majority of instances, mediators behave impartially.

Process of Mediation: With reference to Article 13, the following describes the mediation process. The parties typically appoint a mediator who acts impartially and guides both parties in resolving their differences. The mediator supports the parties in bringing the concerns and potential solutions to their attention via discussion and structured dialogue. The mediator assists them in reaching an agreement on conditions. As this procedure takes place entirely outside of court, parties have the authority to terminate it without providing a reason. In this procedure, the parties address the problems directly, explain the facts, establish choices for resolving the disagreement, and reach a settlement to end the conflict. One of the benefits of this procedure is that it is fully confidential, and the material discussed will only be between the parties and the mediator; this information or the statements made by the parties will not be divulged in any civil court without the parties' prior consent. Rather of forcing a decision on the parties, the mediator encourages them to reach an amicable resolution by assisting them in finding their own solution. This process is strictly secret, and any information disclosed by the parties is strictly prohibited and sealed. The information submitted by the parties to the mediator cannot be divulged in any other legal procedure, and unless the parties authorize the mediator to do so, he will be unable to disclose the information to any other parties. The preceding article clarifies that mediation has been applied effectively in business matters and marital problems. This approach is not only efficient and cost-effective, but it also maintains the confidentiality of the whole procedure. The mediation procedure assists the parties in resolving their disagreement and in minimizing the court's caseload.

2.The preceding essay enhances our comprehension of negotiations. In addition to non-profit organizations, businesses, and legal procedures, governments and people often engage in negotiations. Communication meant to settle problems, establish an agreement, and negotiate for individual benefit is negotiation.

3. Arbitration: Any party may initiate the arbitration procedure by designating an arbitrator; if the other side does not comply, the party may petition the office of the

chief justice for an arbitrator. Arbitrators may be challenged on two grounds: insufficient qualifications and reasonable doubt as to their impartiality about the arbitrator A tribunal for arbitration is comprised of the arbitrators. The only venue for contesting the tribunal's jurisdiction is before the tribunal itself. Prior to the emergence of a dispute between the parties, arbitration can only be initiated if there is a valid agreement. Conciliation is also a form of alternative dispute resolution, but unlike arbitration, it does not require a prior agreement.

Methodology of Arbitration:

The arbitration process might be comprehended with the aid of Article 14. The stages of the arbitration procedure are outlined below.

1. **Arbitration clause:** The agreement should have a provision saying that if a disagreement occurs between the parties, it will be handled via the process of arbitration.

2. **Arbitration notice:** If a disagreement has arisen and the
parties select arbitration to settle the issue, the party against whom the default has been committed will send an arbitration notice citing the arbitration procedure.

3. **Appointment of arbitrators:** Once the notification has been delivered, both parties designate arbitrators in accordance with the agreement's established process.

4.The next stage in India would be to compose a statement of claim. Typically**, a statement of claim:** describes the disagreement between the parties, the circumstances leading up to the conflict, and the amount of compensation sought. The party in default then writes a statement of counterclaim as a response to the statement of claim.

5. Hearing of the parties: The arbitrators or panel next listens to the arguments and evidence presented by both sides.

6.Award: Following the proceedings, the tribunal renders its judgement, often referred to as the "Award," which is binding on both parties. The highest court may hear an appeal against the verdict.

7.Execution of the award: Once the award has been granted, it will be carried out. The party to whom the award has been given shall submit an application for execution with

the assistance from an arbitration lawyer This is the method used for arbitration in India, which differs from the Civil Procedure Code.

Online Dispute Resolution:

The chief executive officer of NITI Aayog has said that the Online Dispute Resolution (ODR) system might play a crucial role in tackling the increasing number of lawsuits that have arisen in the wake of the According to the aforementioned article, the scenario caused by the pandemic may lead to an increase in litigation, and online dispute resolution tools may have a long way to go before reaching the courts. In addition, the support for ODR is based on the likelihood that a flood of conflicts will arise in the future months, necessitating the most appropriate approach for resolving these disputes, which strongly favours ODR. Such assistance encourages businesses to integrate ODR procedures into their connections with partners and customers. Additionally, banks would use ODR methods before approaching courts. According to them, the epidemic has created significant changes in how everything is really operated.

The chairman of the e-courts committee, D. Y. Chandrachud, remarked that the implementation of 24/7 electronic case filing is a game-changer. Kant said in the same piece that Supreme Court justices talked favourably about ODR processes at the ODR conference.

CONCLUSION

As indicated before, conventional litigation presents too many obstacles, prompting us to choose alternative dispute resolution. This system expedites the resolution of issues and reduces costs; these procedures are fair and assist to keep topics confidential. Pandemic circumstances also favour ADR and ODR over typical litigation. The primary benefits of these two processes are that information and procedures are kept strictly confidential, and conflicts are resolved swiftly, as opposed to being delayed by courts. ODR provides simple access to all parties, indicating that these tools may go far in resolving disputes without burdening courts.

There is nothing else I can say that would be more appropriate than to quote from the paper "The Woolf Reforms: A Singular Event or an Ongoing Process?" written by the former master of the rolls, Sir Anthony Clarke. Changing the rules themselves is one thing; changing the way

the rules are understood and put into practice is an entirely different thing. The pinnacle of excellence A system that is imperfectly implemented is still considered to be an imperfect system.

In my opinion, Woolf's most important discovery was the realization that separate structural and procedural reforms are neither necessary nor sufficient conditions for successful reform. This was her most important contribution, in my view. Woolf made the explicit suggestion that, in addition to the need for structural and procedural reform, the culture of our legal system also needed to undergo significant shifts. In order for the separate structural and procedural reforms to accomplish their goal of making it possible for litigation to be carried out in a timely and cost-effective manner, the litigation process itself needed to be carried out in a completely different manner.

Someone in the past was quoted as having said, "As a businessman, if I don't listen to the market, I am not in business. If I were an attorney, I'd make sure that I was involved in alternative dispute resolution as soon as possible because it's possible that this will be the service that the market will demand in the future and that I will have to offer.

This chapter's objective was to provide the reader with an overview of domestic arbitration in Canada. The hope is that the subject matter covered in an eclectic fashion will encourage both the litigator and the solicitor to adopt a more flexible approach to problem solving in situations where the parties have opted for some form of binding process other than litigation. This chapter's purpose was to provide the reader with an overview of domestic arbitration in Canada. Any other course of action would force counsel to remain free to roam throughout Jurassic Park.