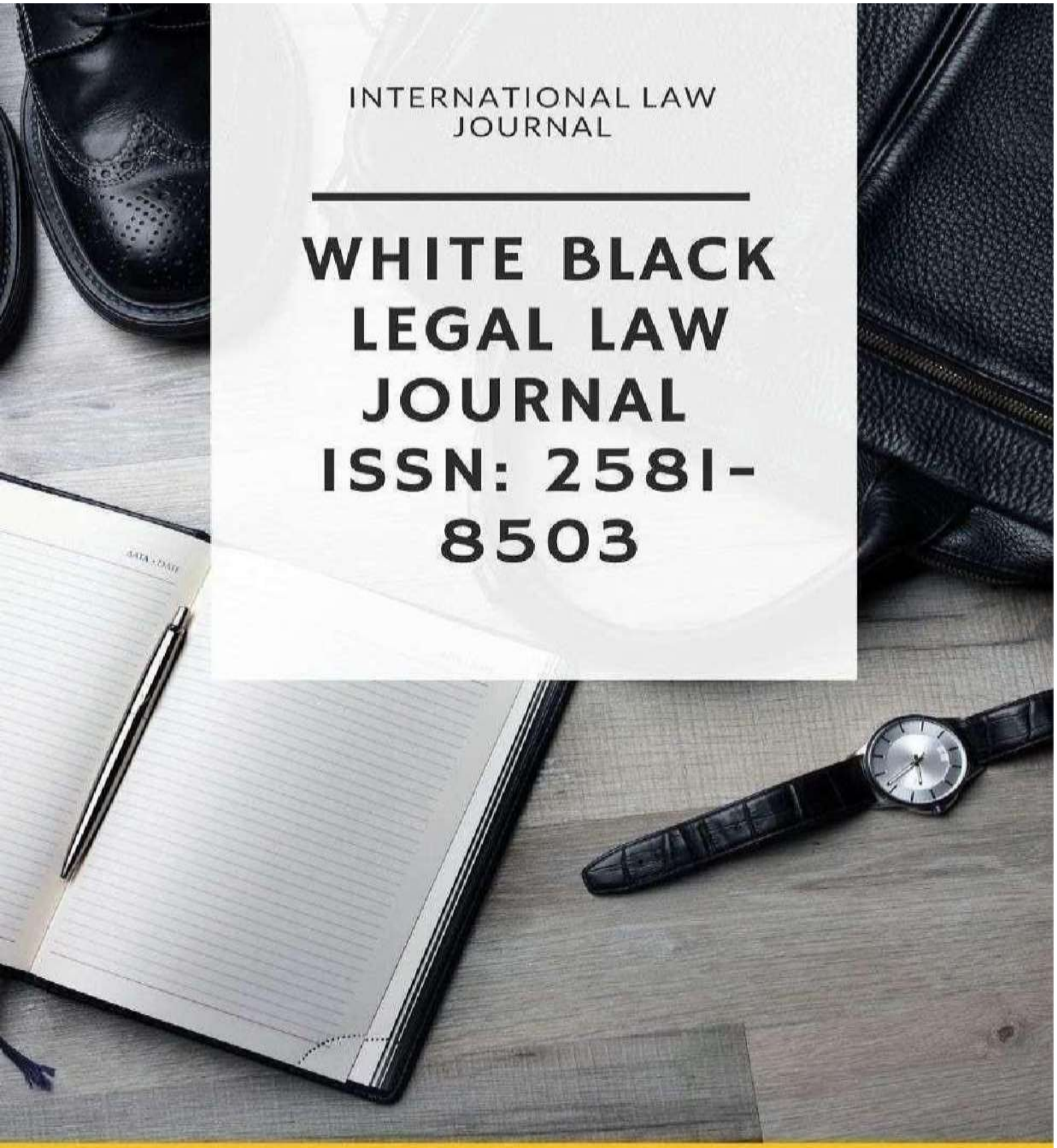

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THE ROLE OF TECHNOLOGY IN ALTERNATIVE DISPUTE RESOLUTION (ADR)

AUTHORED BY - JOYS & DR. JYOTI GUPTA

Abstract

This study looks at how digital technologies are changing Alternative Dispute Resolution (ADR), particularly online dispute resolution (ODR) platforms, artificial intelligence (AI), virtual hearing systems, data analytics, and blockchain/smart-contract processes. It maps benefits (speed, cost reduction, access, scalability), hazards (bias, privacy, enforceability, digital divide), and institutional responses using doctrinal sources, policy papers, and contemporary empirical and technical investigations. The paper suggests topics for more research and offers policy and practice recommendations for incorporating technology into ADR in an ethical and successful manner.

1. INTRODUCTION

Alternative dispute resolution (ADR) – mediation, arbitration conciliation, and negotiation – has long provided parties with a faster and more flexible alternative to court. Over the past decade, the emergence of digital tools has accelerated the transition from traditional dispute resolution to online dispute resolution (ODR) and technology-enabled dispute resolution processes.

This transformation was driven by the need for scalable dispute resolution in e-commerce and the pressure to make hearings and mediations remote and digital due to the COVID-19 pandemic. The resulting ecosystem will include a cloud-based ODR platform, artificial intelligence tools for case triage and analysis, a virtual hearing platform, and a new blockchain-based dispute resolution mechanism.

2. ALTERNATIVE DISPUTE RESOLUTION

ADR is an abbreviation that stands for 'Alternative Dispute Resolution'. ADR refers to all those methods of solving disputes which are alternatives for the traditional adversarial system of litigation in the courts. ADR refers to a variety of processes that help parties resolve disputes

without a trial. Typical ADR processes include mediation, arbitration, conciliation, negotiation etc. These processes are generally confidential, less formal, and less stressful lthan traditional court proceedings. Infact India has been using the alternative dispute resolution mechanism of Arbitration since ancient times. Arbitration was very popular and prevalent in India and awards were known as decisions of Panchayat, which were binding in nature. During the British rule in India, the Panchayat system was heavily discouraged as Britishers considered it to be a naïve system of justice delivery. Thus, gradually Panchayats lost their significance[1]. Another important institute of dispute resolution in ancient India was family. Joint families were the order of the day and were usually very large. When therefore, a disagreement or dispute took place between two members of a family, it was usually settled by its elders.

Judicial administration underwent major changes during British era. The current judicial system of India is very close to the judicial administration that prevailed during British period. The traditional institutions worked as recognised system of justice administration and not merely as an alternative to the formal justice system established by the British. Thus, the two systems continued to operate parallel to each other[2]. The system of alternative dispute redressal was found not only as a convenient procedure but was also seen as politically safe and significant by the Britishers. However, with time traditional institutions of dispute resolution started withering and the formal legal system introduced by the British began to rule.

2.1 NEED AND THE PURPOSE OF ADR IN INDIA

The growth of ADR all around the globe indicates and reflects upon the disenchantment with the established formal justice system dominated by delays and also on the effort to promote a less formal and friendly dispute resolution mechanism. This change and development in the justice delivery mechanism was necessitated by the growth of commercial litigation which needed speedy resolution. In a developing country like India with major economic reforms under way, mechanisms for swifter resolution of disputes were searched for[3]. A mechanism which not only lessened the burden of the courts but also provided means for expeditious dispute resolution[4]. Here comes the ADR Mechanisms into play as there is no better option

[1] Upendra Bahakshi and Marc Galanter, Panchayat Justice: An Indian Experiment in M. Capelletti and Bryant Garth, *Access to Justice- a world Survey* 343 (Sijhoff and Noordhpff, 1978).
[2]P.C. Rao, Alternatives to Litigation in India in P.C. Rao and William Sheffield (Eds.), *Alternative Dispute Resolution* 24 (Universal Law Publishing Company Pvt. Ltd., Delhi, 1997).
[3] Fali S. Nariman, *India's Legal System: Can it be Saved?* 131 (Penguin Books, Delhi, 2006).
[4] S.N.P. Sinha and P.N. Mishra, *A Dire Need of Alternative Dispute Resolution System in a Developing Country like India* (Indian Bar Review, 2004).

than to strive to develop alternative modes of dispute resolution. The need of the hour is to establish adequate facilities for providing settlement of disputes through arbitration, conciliation, mediation and negotiation. In essence the system of ADR emphasizes upon the following:

- Everybody wins rather than winner takes all
- Increasing Accessibility to justice
- Improving efficiency and reducing court delays

The Constitution of India guarantees equality before the law and the equal protection of the laws[5]. It also provides for the State to secure that the operation of the legal system promotes justice on a basis of equal opportunity and ensure that the same is not denied to any citizen by reason of economic or other disabilities[6]. Equal opportunity must be afforded for access to justice. Law should not only treat all persons equally, but also the law must function in such a manner that each and every individual must have access to justice in spite of economic or political disparities. The expression "access to justice" focuses on the following two basic purposes of the legal system:

- The justice delivery system must be equally accessible to all
- It must lead to results that are both individually and socially just & reasonable

It is considered to be one of the most important duties of a welfare state to provide judicial and non-judicial dispute-resolution mechanisms. The state does so in order that all citizens have equal access to resolution mechanisms for their disputes and to ensure the enforcement of their fundamental and legal rights. Poverty, ignorance or social inequalities should not become barriers to have access to these mechanisms. The workload of Indian Judiciary increased by leaps and bounds and has now reached a stage of unwieldy magnitude, which has in fact led to a large backlog of cases. Due to this ADR has become the need of the hour for Indian Judiciary[7]. There is a famous saying by Abraham Lincoln:

"Discourage litigation. Persuade your neighbors to compromise whenever you can. Point out to them how the nominal winner is often a real loser — in fees, expenses, and waste of time."

[5] The Constitution of India, art. 14
[6] The Constitution of India, art. 39A
[7] S.N.P. Sinha and P.N. Mishra, *A Dire Need of Alternative Dispute Resolution System in a Developing Country like India* (Indian Bar Review , 2004).

Even the judiciary has played an active role in promoting ADR mechanisms. Apart from the various provisions, the Hon'ble Supreme Court of India has in the landmark decision Salem Advocate Bar Association, Tamil Nadu v. Union of India directed that "all courts shall direct parties to alternative dispute resolution methods like arbitration, conciliation, judicial settlement or mediation."

3.1 ALTERNATIVE DISUTE RESOLUTION MECHANISMS

The most common types of ADR mechanism are Negotiation, Mediation, Arbitration, Conciliation and Lok Adalat.

3.1.1 NEGOTIATION

Negotiation can be simply regarded as a communication process which is voluntary and non-binding in nature. Thus, it offers the parties a significant amount of control over the procedure and result since the parties to a dispute can come up with innovative and creative solutions, something which is not possible in the traditional litigation system. The process aims at maximum joint gains, which are quick, inexpensive, private, and less complicated[8]. Negotiation is possible where parties are willing to cooperate with each other to come up with mutually agreed decisions. Therefore, certain essentials for the process of negotiation to work are:

- The parties are willing to cooperate and communicate
- The parties can mutually benefit or avoid harm by influencing each other
- The parties have knowledge of their time constraints
- The parties realize the importance of negotiation process for reaching desirous results
- The parties can identify the issues that need to be resolved in order to reach any solution
- The parties agree that their interests are compatible to each other
- The parties know of the benefits of that participating in a private cooperative process

Negotiation process is termed as a 'mixed motive' exchange. The motives of both the parties are put forward and proposed to be exchanged to reach a solution. Thus, the interests of both the parties are combined and addressed together. First the parties to the dispute strive to understand each other, the problems, ultimate interests etc and then sit together to resolve them

[8]P.C. Rao and William Sheffield, *Alternative Dispute Resolution: What it is and How it Works* 85 (Universal Law Publishing Co., New Delhi, 1997)

to come with solution where maximum benefits are possible. The negotiation is a combination of several skills, and a continuous practice of skills[9]. A good negotiator is a person who is an effective communicator and combines the skills of comprehending the whole problem and keeps the interests of both parties in mind.

In the case of M/S. Afcons Infra Ltd. &Anr. v. M/S Cherian Varkey Construction[10], the Supreme Court has said that while referring to Section 89 of CPC, the court has the discretion to opt for any of the five methods. However, the practical application of the rule says that "after the pleadings are complete and after seeking admission/ denials wherever required, and before framing issues, the court will have recourse to section 89 of the Code"' Court will consider the nature of the dispute and refer the parties to five options available and according to the preferences of the parties refer the party to mode.

"In case where the questions are complicated or cases which may require several rounds of negotiations, the court may refer the matter to mediation. Though the process under Section 89 appears to be lengthy and complicated, in practice the process is simple: know the dispute; exclude `unfit' cases; ascertain consent for arbitration or conciliation; if there is no consent, select Lok Adalat for simple cases and mediation for all other cases, reserving reference to a Judge assisted settlement only in exceptional or special cases."

3.1.2 MEDIATION

Mediation is a process very similar to negotiation which is necessarily facilitated by a third party. Again like negotiation, it is a private, voluntary, informal, non-binding and cost effective process which provides an environment for constructive communication to the parties. As per provision of Order X, rule 1-A of the Code of Civil Procedure, 1908, after recording admission or denial of documents, the court is under an obligation to direct the parties to opt for any of the four modes of alternative dispute resolution including mediation. Also, even the parties can make the request to the court for reference of a dispute to mediation. A wide nature of disputes can be referred to mediation like matrimonial, labour, motor accident claims, eviction matters, complaints under section 138 of the Negotiable Instruments Act, 1881, petitions under section 125 of the Code of Criminal Procedure, 1973, or any compoundable offence[11]. In cases where

[9] Alexander Bevan, *Alternative Dispute Resolution* 20 (Sweet and Maxwell, London, 1992).
[10](2010) 8 SCC 24
[11] V.A. Mohta and Anoop V. Mohta, *Arbitration, Conciliation and Mediation* 483 (Manupatra, Noida, 2nd Edn,

only one of the parties to a dispute makes a request and the other party doesn't raise any objection of participating in a mediation process, the dispute can be referred for mediation. Any court can otherwise make a reference of a dispute as provided under section 89 of the Code of Civil Procedure, 1908.

Lawyers play a very important role in this process and infact it has been seen wherever the parties are assisted by their advocates, a settlement is arrived at a bit early, for the lawyers can better explain the weakness and strength of their respective cases and the other factors like time, cost etc which will be taken in litigation. Mediation is a process, facilitation, and an empowerment[12]. The core value in mediation is that the process provides the parties with an opportunity to negotiate, converse and explore options aided by a neutral third party - the mediator, to exhaustively determine if a settlement is possible. It is a process of empowerment of the parties to control their destiny in their dispute. Mediation involves a determination of interests—the interests of the parties[13]. Interests are the needs, wants, and desires that are of importance to the parties. To get there, mediation provides a forum for principled negotiations. Mediation is accepted as the most viable process of resolving a conflict between two parties. The mediator facilitates, renders assistance, gives advise if necessary, presents the options available, analyses the strategies, suggests strategies to be adopted, hammers out the issues to be settled, drafts the agreement sentences so that the parties do not find any difficulty in agreeing with them and finally authorizes the settlement. The mediator does not settle or give an award like an arbitrator.[14] Though there are the Mediation and Conciliation Rules, 2004 but there is no rigid framework of rules for mediation. It is a very flexible process in which a person who is acceptable to both the parties can serve as mediator.

The numerous advantages of mediation to settle the case outside court are discussed below:

a. Cost- effective: Mediation takes much less time compared to litigation. Therefore, the fee charged by mediator may be same as that of the attorney but the lower amount of time spent in proceedings means one has to pay lesser than as compared to litigation proceedings.
b. Confidentiality: The mediation proceedings are strictly confidential in nature, unlike the courts where public can visit anytime and be a spectator to someone else's tragedy.

2008).
[12]Ujwala Shinde, *Challenges Faced by ADR System in India* (The Indian Arbitrator, 2012).
[13]***Jagraj Singh v. Birpal Kaur***, AIR 2007 SC 2083
[14] Mediation and Conciliation Rules, 2004

Justice MarkandayKatju in the case of Moti Ram Tr.Lrs.& Anr. vs. Ashok Kumar & Anr.[15], held that, "mediation proceedings are totally confidential proceedings. When the mediator is required to send the report of successful proceedings to the court, he doesn't require sending what transpired during the proceedings. In case the mediation was unsuccessful, he only needs to send the report stating 'Mediation has been "unsuccessful". The judgment enforces the faith in mediation proceedings in the absence of a statutory provision guaranteeing the same. The only exceptions to this rule usually involves child abuse or actual or threatened.

c. Control: Mediation is an enabling provision which enables the parties to exercise some control over the resolution. In litigation, judges or jury exercise the ultimate control. This helps in arriving at a mutually agreeable solution between parties.
d. Compliance: Mediation proceedings are carried out to obtain consensus amongst parties regarding a solution that may be either proposed by the mediator or by either of the parties. Therefore, the result of mediation is generally complied with by the parties. According to the Arbitration & Conciliation Act, 2015, the mediated agreement is fully enforceable in a court of law. This also reduces expenses as there is the elimination of the need to employ a lawyer for enforcement of the decree.
e. Mutuality: There is a mutual agreement between parties to work towards reaching a solution that is acceptable to both. They are ready to make some adjustments towards their interests and claims. This preserves the relationship between parties.
f. Support: Mediators are trained in working with difficult situations. The mediator acts as a neutral facilitator and guides the parties through the process.

3.1.2.1 Mediation Process

The mediation process broadly involves the following steps:

a. Opening Statement

The mediation process starts with an opening statement wherein the mediator briefs the parties about the purpose and benefits of mediation, the role of the mediator and the general details about the mediation process. It is a sort of an introduction or a prologue to the mediation process. The opening statement therefore sets the tone for mediation[16]. The mediator gives an overview to the parties as to how mediation and the mediation process function, emphasizing the voluntary fabric of mediation and explaining that the parties in mediation not only control

[15] [2010] 14 (ADDL.) SCR 809
[16] *Delhi High Court Mediation and Conciliation Centre, Mediator's Tool Box (Volume I).*

the process but also the outcome of the process. The object of the opening statement of the mediator is also to commence to develop credibility and trust relationship with the parties and a bonding between the mediator and the parties[17]. The opening statement also gives the parties an opportunity to familiarize themselves with the mediator, understand the nature and disposition of the mediator and assures the parties of a confidential, secure and amiable ambiance for a positive dialogue.

b. Joint Session

The next stage in the mediation process is a joint session where the mediator jointly and simultaneously interacts with both the parties, who in presence of each other open and affirm their respective cases. The parties are given sufficient time to describe the dispute from their respective angles and thereafter they are also afforded an opportunity to respond to the case of the other party, though not from a strictly adversarial perspective[18]. The joint sessions envisages a free and open dialogue facilitated by the mediator with the objective of ascertaining views, exchanging information, comprehending emotions and perceptions and analyzing the facts and issues[19].

c. Caucus Meetings

The next stage in the mediation process is the caucus. Caucus is a private meeting which is conducted by the mediator with each party separately during the course of mediation. The parties are free to discuss their views candidly, sharing information they would not convey to the other party, acknowledging weaknesses in their legal positions, identifying and prioritizing their interests, and exploring settlement options that would be difficult to discuss directly with the other party. One of the main purposes of caucus is gathering further information which one party may not initially want to disclose in presence of the other party[20].

d. Repeated Joint and Private Sessions

The mediator meets the parties sequentially, indulges in shuttle diplomacy carrying offers, counter offers and arguments back and forth[21]. The object is to reduce posturing, break the

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[17] *Tom Arnold, Mediation Outline: A Practical How-to Guide for Mediators and Attorneys in P.C. Rao and William Sheffield (Eds.), Alternative Dispute Resolution 210 (Universal Law Publishing Company Pvt. Ltd., Delhi, 1997).*

[18] *Alexander Bevan, Alternative Dispute Resolution (Sweet and Maxwell, London, 1992).*

[19] *Stephen B. Goldberg, Frank E.A. Sander, et.al., Dispute Resolution: Negotiation, Mediation and other Processes (Aspen Law & Business, New York, 3rd Edn., 1999)*

[20] Dhananjaya Y. Chandrachud, "Mediation – Realizing the Potential and Designing Implementation Strategies", *available at:* http://lawcommissionofindia.nic.in

[21] Tom Arnold, Mediation Outline: A Practical How-to Guide for Mediators and Attorneys in P.C. Rao and William Sheffield (Eds.), *Alternative Dispute Resolution* 24 (Universal Law Publishing Company Pvt. Ltd., Delhi, 1997).

impasse, allow the parties to communicate freely, analyse their interests and priorities, brainstorm all possible options and explore and generate plausible outcomes and solutions[22]. The mediator may use several communication techniques (reframing, agenda setting, etc.) to confirm comprehension of the factual and legal background and the emotional postures of the parties[23]. The mediator also ascertains and enables the parties to understand their Best Alternative to a Negotiated Agreement (BATNA), Worst Alternative to a Negotiated Agreement (WATNA) and Most Likely Alternative to a Negotiated Agreement (MLATNA).

e. Settlement

The mediator also assists the parties to draft the final settlement agreement. The settlement agreement should encompass comprehensive broad based solutions to cater to the needs and aspirations of the parties and must specifically provide answers for each and every facet of the dispute leaving behind no scope for further dilemma either with respect to the dispute itself or with respect to enforcement of the settlement. The terms of settlement may be elucidated and clarified so as to obviate the possibility of any ambiguities. However if complete settlement is not possible, the mediator may help the parties seek partial agreements or consider their next steps[24]. The settlement agreement should be signed by the parties[25].

3.1.3 CONCILIATION

The provisions relating to conciliation were dealt under sections 61 to 81 of erstwhile Arbitration and Conciliation Act, 1996[26]. The Arbitration and Conciliation Act, 2015 provides for resorting to other modes of ADR like mediation, conciliation or other procedures during the arbitral proceedings to encourage the settlement of disputes. The Act also states that a settlement agreement reached by the parties as a result of conciliation proceedings will have the same status and effect as an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal[27]. The provisions provide that conciliation shall apply to all disputes arising out of legal relationship, whether contractual or not and to all proceedings relating thereto. Unless any law excludes, these proceeding will apply to every such dispute

[22] Hiram E. Chodosh, "Mediating Mediation in India", *available at*: http://lawcommissionofindia.nic.in/adr_conf/chodosh4.pdf
[23] Jeff &Hesha Abrams, "Anatomy of a Mediation: What to Expect, How to Prepare & How to Win", 2(3) The Indian Arbitrator 2 (March 2010).
[24] Rule 24, Mediation and Conciliation Rules, 2004 (Delhi)
[25] P.M. Bakshi, The Obligation of Secrecy in Mediation in P.C. Rao and William Sheffield (Eds.), *Alternative Dispute Resolution* 24 (Universal Law Publishing Company Pvt. Ltd., Delhi, 1997).
[26] The Arbitration and Conciliation Act, 1996 (Act 26 of 1966) (as amended by The Arbitration and Conciliation (Amendment) Act, 2015 (Act 3 of 2016).
[27] The Arbitration and Conciliation Act, 1996, s. 30

while being conciliated[28]. The parties are free to agree and follow any procedure for conciliation other than what is prescribed under the 1996 Act. Any party to a dispute can take initiative and send invitation to conciliate to the other party after identifying the dispute. Proceedings shall commence when other party accepts the invitation. If rejected, the proceeding shall stop there itself. If the other party does not reply within 30 days, the invitation can be treated as having been rejected[29].

3.1.4 ARBITRATION

At its core, arbitration is a form of dispute resolution. It is a procedure in which a dispute is submitted, by agreement of the parties, to one or more arbitrators who make a binding decision on the dispute, which is enforceable by the court. Arbitration primarily entails parties opting for a private, out-of-court settlement[30]. The characteristics of an arbitration process are as follows:

a. Arbitration is consensual: Arbitration can only happen if both parties concede to it. In most cases, consensus is obtained by way of insertion of an arbitration clause in the relevant contract.
b. The parties choose the arbitrator: Since parties can choose their own arbitrator through mutual consensus, it creates space for a fair hearing and impartiality. An essential characteristic of an arbitration proceeding, the choice of an arbitrator by the parties, is a huge advantage. For example, parties can choose a technical person if the dispute is technical in nature, so as to ensure better understanding of evidence.
c. Parties choose other details of the arbitration proceedings: Parties can choose other details of the arbitration proceedings such as the date, time, venue etc. This helps in the efficacy of arbitration proceedings by providing for the efficacy of the parties.
d. Efficacy: Arbitration proceedings are dealt with faster than court proceedings. They are shorter in length and the preparatory work is less demanding, thus leading to more efficiency.
e. Privacy: Arbitration proceedings are confidential. They are conducted in a private meeting setup where the media and public are not permitted. Likewise, final decisions

[28]The Arbitration and Conciliation Act, 1996, s. 61
[29] The Arbitration and Conciliation Act, 1996, s. 62
[30] G.K. Kwatra, *Arbitration & Alternative Dispute Resolution* 39 (Universal Law Publishing Co. Pvt. Ltd., Delhi, 2008).

are not published and neither are they directly accessible. This enables protect the parties' privacy, thus encouraging them to opt for arbitration.

Arbitration simply is the adjudication of disputes between parties by a judge who has been consented to by the parties themselves to decide upon the disputing matter. The parties are at liberty to agree upon the procedure to be followed for such arbitration[31]. The Indian legislature has brought into force a specific law to govern arbitration i.e., the Arbitration and Conciliation Act, 1996 which was further amended in 2015. Thus according to the act, arbitration can either be ad hoc or institutional[32]. An ad hoc arbitration is arbitration agreed to and arranged by the parties themselves without seeking help or recourse to any institution. The proceedings are conducted and the procedures are adopted by the arbitrators as per the agreement or, with the concurrence of the parties. Arbitration can be a domestic[33], international[34], or foreign arbitration[35]. In case of disagreement on the appointment of an arbitrator under ad hoc arbitration matters, section 11 of the Arbitration and Conciliation Act empowers the Chief Justice of High Court or Chief Justice of India, as the case may be, to appoint the arbitrators. The Chief Justice is also empowered to designate any person or institution to take the necessary steps for the appointment of arbitrators. A scheme made by the Chief Justice may designate a person by name or ex-officio, or an institution, which is specializing in the field of arbitration. This provision has enabled the arbitral institutions to gain recognition in India[36]. On the other hand, Institutional arbitration is conducted under the rules laid down by an established arbitration institute. These rules are meant to supplement the provisions of Arbitration and Conciliation Act. These institutes may provide services for either domestic arbitration or international arbitration or both, and the disputes may either be general or specific or both in character.

[31] The Arbitration and Conciliation Act, 1996, s. 19
[32] The Arbitration and Conciliation Act, 1996, s. 2
[33] Domestic arbitration takes place in India when the arbitration proceedings, the subject matter of the contract and the merits of the disputes are all governed by Indian law, or when the cause of action for the dispute arises wholly in India, or where the parties are otherwise subject to Indian jurisdiction
[34] International arbitration can take place either within India or outside India in cases where there are ingredients of foreign origin relating to the parties or the subject matter of the dispute. The law applicable to the conduct of arbitration and the merits of the dispute may be Indian law or foreign law, depending on the contract in this regard, and the rules of conflict of laws
[35] A foreign arbitration is an arbitration conducted in a place outside India and the resulting award is sought to be enforced as a foreign award.
[36]Ashwanie Kumar Bansal, *Arbitration and ADR* (Universal Law Publishing Co. Pvt. Ltd., Delhi, 2005).

3.1.5 LOK ADALAT

The Lok Adalat or as the name suggests – a people's courts were established with an aim to settle disputes through compromise. Lok Adalats are established under the Legal Services Act, 1987. The Legal Services Act, 1987 reflects upon the constitutional provisions of Legal Services Authorities to provide free and competent legal services to the weaker sections of the society, to ensure that opportunities for securing justice are not denied to any citizen by reason of economic or other disabilities. The first ever Lok Adalat in India was held in Chennai in the year 1986. A Lok Adalat mitigates those cases which are pending in the regular courts, which could be settled by discussion and compromise between the parties and thus, helping in reduction of the burden of the courts. A Lok Adalat is presided over by a sitting or retired judicial officer as the chairman, with two other members, usually a lawyer and a social worker. There is no court fee and if the case is already filed in the regular court, the fee paid is refunded on settlement of dispute in the Lok Adalat[37]. Except matters relating to offences, which are not compoundable, a Lok Adalat has jurisdiction to deal with all matters. Matters pending or at pre-trial stage, provided a reference is made to it by a court or by the concerned authority or committee, when the dispute is at a pre-trial stage and not before a court of law, can be referred to Lok Adalat[38]. The concept of Lok Adalat has been gathered from system of Panchayats, which has roots in the history, and culture of India. Procedural laws and the Indian Evidence Act, 1872 are not strictly followed while assessing the merits of the claim in Lok Adalat. The main pillar upon which a successful settlement in Lok Adalat is based is that both parties in dispute should agree & strive to reach a settlement. The decision of the Lok Adalat is binding on the parties to the dispute and its order is capable of execution through legal process. No appeal lies against the order of the Lok Adalat. Lok Adalat is very effective in settlement of money claims, partition suits, damages and matrimonial cases etc[39].

In the context of the ever-increasing number of cases, the court system is under great pressure. If there was a permanent mechanism or machinery to settle matters at a pre-trial stage, many matters would not find their way to the courts. Similarly, if there are permanent forums to which courts may refer cases, the load of cases could be taken off the courts. In order to reduce

[37] ***Abdul Hasan v. Delhi Vidyut Board*** , AIR 1999 Delhi 88

[38] N.V. Paranjape, *Public Interest Litigation, Legal Aid & Services, Lok Adalats and Para Legal Services* (Central Law Agency, Allahabad, 1st Edn. 2006).

[39] K. Ramaswamy, Settlement of Disputes through Lok Adalats is one of the Effective Alternative Dispute Resolution on Statutory Basis in P.C. Rao and William Sheffield (Eds.), *Alternative Dispute Resolution* 24 (Universal Law Publishing Company Pvt. Ltd., Delhi, 1997).

the heavy demand on court time, cases must be resolved by resorting to ADR methods before they enter the portals of the court. The National Legal Services Authority constituted under the Legal Services Authorities Act, 1987, serves as the apex and nodal agency for laying down policies and principles for making legal services available under the Act. The ground level operations of Lok Adalats are handled by state-level, district level and taluka-level agencies constituted in the respective States. A Lok Adalat settlement is binding like an order, decree, judgment or award of a court. It is executable and non- appealable. It brings a case or dispute to a final resolution in a single forum and stage. It has proved inexpensive, easy, expeditious and a simple ADR mechanism, particularly, for indigent, illiterate and ignorant sections of society.

3.2 EXISTING STATUTORY PROVISIONS FOR ADR IN INDIAN LAW

The sensitivity of the legislature to providing speedy and efficacious justice through alternative dispute resolution mechanisms in India is reflected from the following enactments:

a) Arbitration and Conciliation (Amendment) Act 2015[40];
b) Arbitration under the Arbitration and Conciliation Act, 1996[41];
c) Settlement under Order XXXIIA of the Indian Code of Civil Procedure, 1908;
d) The incorporation[42] of section 89 in the traditional Civil Procedure Code (CPC) read with Order X R(CPC) read with Order X Rules I-A, I-B, and I-C for Settlement of Disputes outside court.
e) The Establishment of Lok Adalat under The Legal Services Authority Act, 1987[43]; looks to mediation, conciliation and informal settlement of disputes in litigation.
f) Reconciliation under Sections 23 (2) and 23 (3) of the Hindu Marriage Act, 1955 as also under Section 34 (3) of the Special Marriage Act, 1954;

4. Literature review and recent development

4.1 ODR; origins and mainstreaming

ODR began as a market dispute resolution platform (such as eBay/paypal solution) and has evolved into a broader platform that supports negotiation, mediation and automated decision-making processes.

[40] Arbitration and Conciliation (Amendment) Act 2015 (*Act* No. 3 of *2016*), *available at:* http://www.indiacode.nic.in/
[41] The Arbitration and Conciliation Act, 1996, (Act 26 of 1966) *available at:* http://www.indiacode.nic.in/ .
[42] With effect from 2002 amendment of the CPC
[43] The Legal Services Authority Act, 1987 (Act .39 of 1987) *available at:* http://www.indiacode.nic.in/

4.2 policy reports and national strategies

Governments and policymakers have issued recommendations for integrating digital ADR into the justice system

It takes note of infrastructure and legal coordination needs, for example, national projects and advisory reports analyzing how ODR can reduce court backlogs and increase access to justice. Policy discussions in India provide an example of a national effort to develop ODR for low-value claims and ensure national scalability.

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4.3 AI, analytics and virtual hearings

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Recent academic and professional literature explores AI-enabled case management, predictive analysis of settlement probabilities, automated drafting assistance, and rapid standardization of virtual hearings in arbitration and mediation.

This research focuses on both productivity improvements and governance issues (bias, explainability, and due process).

4.4 Blockchain and smart-contract dispute systems

Researchers and practitioners are investigating how smart contracts automate enforcement, and how blockchain arbitration and decentralized jury systems (e.g., on-chain juries) seek to resolve disputes regarding cryptocurrencies and automated contracts.

These approaches raise new questions regarding arbitrability, recognition, and enforcement in the legal system. digitalcommons.pepperdine.edu+1

5. Methodology

This article takes a mixed doctrinal and comparative approach: (1) a review of policy reports, peer-reviewed literature, and practitioner literature (selected sources from 2018 to 2025), (2) a

comparative analysis of representative ODR platforms and controversial blockchain platforms (platform design, governance models), and (3) a synthesis of key questions and recommendations derived from the literature.

The collection of primary empirical data (surveys/interviews) is left for later work.

6. Technology's positive impacts on ADR

6.1 Speed and cost efficiency

Technology simplifies evidence receiving, sharing, scheduling, and even day-to-day decision-making, significantly reducing time and costs compared to traditional in-person ADR.

Automated sorting, document management, and online negotiation modules shorten resolution cycles from minor to major disputes.

rbadr.emnuvens.com.br+1

6.2 Access to justice and scalability

Digital ADR reduces geographic and logistical barriers, making it easier for parties in remote or underserved areas to participate.

The policy report shows that ODR promises to address the backlog of cases and make ADR available at scale with appropriate connectivity and user support.

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6.3 Data-driven insights and case management

Analytics and AI can identify settlement likelihoods, suggest issues for mediation, and help practitioners prioritize resources. Case-management dashboards and analytics improve transparency in administrative ADR processes. ICSI

6.4 New dispute architectures (smart contracts)

Smart contracts can reduce disputes by automating performance and payments; when disputes arise, on-chain evidence logs and pre-agreed arbitration clauses enable rapid adjudication mechanisms tailored for decentralized ecosystems. digitalcommons.pepperdine.edu+1

7. Risks and challenges

7.1 Procedural fairness and AI bias

AI tools can perpetuate bias if trained on skewed datasets. The "digital empathy gap" and

limitations in evaluating credibility online raise concerns for fairness in mediation and adjudication. Practitioners must ensure explainability and human oversight. ICSI+1

7.2 Privacy, data protection and cybersecurity

ODR platforms handle sensitive personal and commercial data. Weak governance, cross-border data transfers, and insecure platforms create risks for confidentiality and enforceability. Regulatory alignment (data protection laws, evidentiary rules) is essential. OUP Law

7.3 Digital divide and access inequalities;

Technology can exacerbate isolation when users lack internet access, devices, and digital literacy National strategies must consider infrastructure, local interfaces and access to support to avoid exacerbating inequalities. Niti Aayog

7.4 Enforcement and legal recognition

The debate around blockchain and algorithmic decision-making raises questions about how (and whether automated decisions and outcomes will be recognized by courts.

"Self-enforcement" of smart contracts allows them to bypass enforcement mechanisms Receptivity to these models varies by jurisdiction. digitalcommons.pepperdine.edu+1

8. Institutional and regulatory measures Scientists and policymakers are advocating Technology is meant to complement hua hybrid model.

Man judgment, not replace it. Recommended measures include ethical standards for AI, platform certification, ensuring minimal due process in algorithmic decisions, respecting privacy and data protection, and designing for user accessibility. National pilot programs and localized development of ODR (language, access assistance) are recommended best practices.Niti Aayog +1

Recommendations

8.1. Human-powered AI governance needs to be in place, with humans overseeing decisions that affect rights.

Publish model descriptions and audit logs .icsi

8.2. Standardize data protection and platform security – ODR platform authentication

system and minimum encryption/privacy standards.

PMO method

8.3. Create a comprehensive experience:

colloquial language options, low bandwidth mode, and support for vulnerable users Niti Aayog.

8. 4. Legal clarity regarding blockchain outcomes –

Create procedural rules for on-chain evidence, choice of law, and enforcement of blockchain arbitral awards. digitalcommons.pepperdine.edu

8.5. Trial, evaluate, iterate -

– Governments and professional organizations should test hybrid ODR models and publish outcome measures (time, cost, satisfaction).

CMR University

9. Limitations and future research area;

This article is a synthesis of existing literature and policy documents.

It does not represent primary empirical data.

Future research should include: (a) controlled studies that compare high-tech public relations outcomes with high-tech public relations outcomes; Comparative legal research on individual ADR, (b) user experience research with socio-economic groups, and (c) recognition of blockchain arbitral awards.

10. Conclusion

Technology is reshaping ADR in powerful ways: ODR platforms, AI, virtual hearings and blockchain offer clear gains in speed, cost and scalability. But benefits are not automatic — they require careful governance, attention to fairness and inclusion, and legal frameworks that ensure enforceability and privacy. Well-designed hybrid models that combine technological efficiency with human judgment offer the most promising path to a more accessible and resilient ADR ecosystem. NITI AAYOG+3OUP Law+3

11. REFRENCES:

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