
UNIT 12 ONLINE DISPUTE RESOLUTION

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12.1 INTRODUCTION

Due to various reasons such as huge backlog, paucity of courts, highly technical nature of the procedures of courts etc. the need for an alternative dispute resolution mechanism is felt by society. The new concept of online dispute resolution [ODR] is gaining ground. This unit attempts to give some idea about these new methods of alternative dispute resolution [ADR].

Interest Based and Right Based Solutions

Disputes are conflicts or clash of interests which are wrapped in a cocoon of legal rights and duties. Many a time, we tend to impress the need of enforcing the cocoon that is the right and obviate the protection of what lays inside it that is our interest. Lately, there has been an increased awareness of protecting the interest rather than emphasizing the legal right. There has been an increase in

inter-dependency between various business entities which necessitates continued business relationships for smooth flow of work. However, in case of a dispute, any approach to the courts causes such severance which both parties wish to avoid. At the same time there is a need to iron out differences. This dual requirement above all led some to look for greener pastures for resolving disputes and these found solace in certain interest-based solutions collectively known as alternative dispute resolution (ADR). Of course, there were other concerns like time lag before the courts, the opportunity costs, and similar problems which prompted the business world to adopt ADR.

12.2 OBJECTIVES

After studying this unit you should be able to:

- analyse the concept of alternative dispute resolution and its advantages;
- discuss the concept of online dispute resolution including its various connotations, how it works and what types of disputes are commonly settled by this system.

12.3 ALTERNATIVE DISPUTE RESOLUTION

The use of ADR found favour in furtherance of business interests rather than enforcing legal rights *stricto sensu*. As the concept of ADR gained acceptability at the international level, rules were framed to make it more convenient for the parties to avail the facilities on an international level and be able to enforce the results in their respective jurisdictions. The 1958 New York Convention on enforceability of Foreign award, UNCITRAL Model Law, 1985 and then rules of various international arbitral institutions like ICC Rules of Arbitration and Conciliation, 1998 pushed the concept of ADR further making it a more positive and realistic approach to dispute settlement. In India, the 1940 Arbitration Act was replaced by the Arbitration and Conciliation Act, 1996 which was based on the UNCITRAL Model.

12.4 INFORMATION TECHNOLOGY

As the name suggests, information technology gained importance due to lack of information and subsequent crisis as a result of Industrial Revolution.¹ The advent of computers helped in assimilating raw data and information which could then be processed into meaningful reports. It was this need of the hour that prompted improvement in technology and more and more use of computers. Now, the Internet has taken up the vital role of a free information dissemination mechanism. It has acted as a communication tool and also a medium of commerce and trade.

There are two important changes which result from the above change of medium. Firstly, there has been a universal acceptance of the use of computers and Internet. Increasingly, people are getting 'online' and more numbers are making use of information technology in a variety of arenas including research, fun, entertainment, communication, trade and commerce. Secondly and more importantly, the commercial world has accepted computer technology not only for the purpose of collection, assimilation and processing of data and information

(which initially was the idea to control the Industrial Revolution) but rather for making as a tool for furthering their own business interests.

Online Dispute Resolution

These changes also signify the possibility of rise in clash of interests of the parties that is rise in disputes. As more and more people tend to get online, and the commercial world increasingly begins to prefer internet. As its medium reach to the consumers and sell its products and more consumers became willing to purchase goods and services on the net, there is a likelihood of certain disputes which inevitably arise in such commercial transactions from time to time. Therefore, with the coming and use of information technology, another area of dispute has sprung up which needs to be looked into and tackled. These kinds of disputes have their own variety of legal hurdles like the issue of jurisdiction or the question of the law applicable to the dispute due to the cross-border nature of the Internet.

12.5 ONLINE DISPUTE RESOLUTION

The terminology 'online dispute resolution' (ODR) can, on a prima facie screening, have two connotations. Firstly, it can be viewed as resolution of online *disputes*. That would mean resolution of online disputes. Solution and its advantages.

It would include the solving of (by any means, either online mechanism or offline method including court adjudication) disputes which essentially arise from an online transaction, for example, defect in a computer software purchased and downloaded online. Secondly, ODR can be looked into from the perspective of *method* of solving of a dispute (be the dispute offline or online). This means that newer ways of solving a dispute are being developed by making use of the online environment which can be applied to solve any kind of disputes. ODR in this context would include online negotiation, online mediation, online arbitration, online neutral evaluation, online peer jury, etc. We are concerned with the method-based approach.

Another concept to be borne in mind is the 'online environment'. In the context of ODR, the 'online environment' has a wide connotation in terms of 'a setup making use of technology and communication facilities'. It would include use of telephone, fax, or e-mail facilities or any other mode available on the Internet or any other information and communication technology which can be beneficially used to solve disputes.

Please answer the following Self Assessment Question.

Self Assessment Question 1	<i>Spend 3 Min.</i>
What do you understand by online dispute resolution?	
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**12.6 FUNCTIONING OF THE ONLINE DISPUTE
RESOLUTION (ODR) SYSTEM**

An Online ADR service center functions somewhat like an offline arbitral institution. One can approach these institutions either *ad hoc* or on an agreement basis. Companies generally have a pre-arrangement for settlement of disputes, be it business to business (B2B) or business to consumer (B2C), under the aegis of such online arbitral institutions. Agreements are made out between the institution and the company as regards the method of initiating the process into action, kind of settlement to be pursued, the fee structure, goodwill and good faith of the parties, rights and responsibilities of the parties and the arbitral institution, the procedures to be followed, law applicable, confidentiality, security, etc. When a dispute arises, either the company or the consumer (who is preinformed as to the existence of such an arbitral institution to which the company is associated) approaches the institution. The other party is then contacted and depending upon the service provided or agreed for, negotiation, mediation, arbitration, conciliation, evaluation or any other service is pursued. This is a bird’s eye view of the whole arrangement.

Making use of online arbitration services *ad hoc* is the same as approaching an arbitral institution after the dispute arises or inserting an arbitration clause of a specific online arbitration institution in the contract. Once the dispute arises, any of the parties can initiate the process of arbitration by intimating the online arbitration center via electronic communication about the dispute. The arbitral process is then taken over by the arbitral institution. It contacts the other party, appoints arbitrators and then proceeds with the arbitration process. Everything however is done through the wires, electronic communications, teletalking, video-conferencing, etc.

Please answer the following Self Assessment Question.

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Cyberspace

Self Assessment Question 2	<i>Spend 3 Min.</i>
Discuss how the online dispute resolution system works.	
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12.7 KINDS OF DISPUTES HANDLED IN AN ODR ENVIRONMENT

ODR implies a change of medium to solve disputes. It is a catalyst to help people solve their disputes. ODR is apt for solving of both online and offline disputes.

For example, if there arises a contractual dispute between two businessmen and they agree to have an online mediation, they can approach an ODR institution, submit their dispute, have an online mediator appointed, and proceed with the mediation process online. In case a settlement is reached at, it can be reduced to writing, signed and ultimately, can be enforced as a decree of court under the provisions of the Indian Arbitration and Conciliation Act, 1996.

Similarly, if a company offers ODR services for its products, a consumer can very well lodge a complaint on the company’s website and the dispute resolution process can be initiated. For example, a classic case of solving complaints is the online services of Supreme Court Cases² (SCC). In case any subscriber fails to receive a particular volume/part/issue of SCC, he can go to the website of SCC and fill up the complaint form. SCC, after checking its records and verification, gets back to the subscriber through e-mail with any further clarification it requires on the matter and suggesting solutions like sending another copy of the missing volume/part/issue and hence, solving the problem. This is a small yet feasible and working model of ODR where a subscriber instead of approaching the company through letters or personally can immediately log on to the website of

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the company, lodges its complaint through a standard online complaint form and through mutual negotiations, the problem is solved.

Another side of the coin is solving of online disputes online. Many a time, in case of a dispute which has arisen due to online transactions, consumers prefer that the dispute is solved there and then through online services instead of approaching the company through the process of writing letters, phone, etc. Any reliable ODR institution would be great assistance to solve such online disputes. In such a situation, ODR is helpful especially if the company has its own in-house ODR service for online transactions to enable the customer to quickly have an online talk with the company representative and amicably resolve the dispute. In case of any differences, the company gives the customer an option to approach an independent and impartial ODR institution through which the problem can be solved.

Please answer the following Self Assessment Question.

<p>Self Assessment Question 3</p> <p>What kinds of disputes are handled by the ODR system?</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p><i>Spend 3 Min.</i></p>
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12.8 COMMUNICATION MODES IN ODR

One of the advantages of online environment over offline environment is the availability of various communication modes to a user. It becomes important to select the appropriate mode to conduct the ODR process since different kinds of disputes require different types of modes.

12.8.1 E-mail

It is one of the most common and easiest ways of communicating today. It permits the sender to not only send messages but also attachments like text files, graphic files, audio/video files, etc. E-mail is useful for filing of pleadings, documentary evidence, communication between the ODR institution and parties on administrative issues, etc. This mode is also helpful when, in case of mediation or negotiation, the parties are unable to instantly take decisions.

12.8.2 Discussion Boards

These boards are used when there are many persons wanting to give their views on a certain issue or issues. It might get a bit confusing to ascertain as to who is answering who's query or is dealing with which issue if all merely follows the e-mail system. Discussion boards are a collection of messages from different people at the same place so that one can at a single glance view the entire discussion. We also use thread-discussion board by which, on each issue, all comments and replies come under one heading to give a clear picture as to what the parties think about that particular issue. This kind of communication mode would be useful in a commercial dispute where various issues are involved.

12.8.3 Instant Messaging

As the name suggests, it instantly sends the message to the recipient. In this mode, the persons who are sending messages are all online and connected to each other through a common Instant Messaging system like MSN Hotmail or Yahoo or Rediff. They can open a common window on which they can have a discussion and can even open up separate individual windows to talk to one or more persons privately. Messages are sent and received immediately. This mode is suited to ODR systems like online mediation where the mediator and both the parties can have a joint discussion.

12.8.4 Audio Conferencing

The purpose of audio-talk is to enable the users communicate in real-time. As one speaks, the other person can hear. With the help of advanced telephonic technology available, we can have audio conferencing with more than two persons talking and listening at the same time, or a group of individuals on either side having a discussion. It is useful in negotiations, mediations and arbitrations.

12.8.5 Video Conferencing

Video conferencing is the best mode for ODR. Combining the advantages of audio and visual facilities, it is the only one which goes somewhere near the F2F environment. This is not to suggest that an online environment attempts to replicate the F2F environment. This mode enables the players of the system to see and listen to others at the same time and also respond. This mode is particularly useful in case of oral arguments.

Please answer the following Self Assessment Question.

Self Assessment Question 4

Spend 3 Min.

Discuss various modes of communication in ODR system.

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12.9 KINDS OF ODR

12.9.1 Blind Bidding or Blind Negotiation

‘Blind bidding’ or ‘blind negotiation’ is one of the most prevalent dispute resolution services currently available online. The common characteristic of these processes is the parties’ submission of monetary offers and demands which are not disclosed to their negotiating counterpart, but are compared by computer in ‘rounds’. If the offer and demand match, fall within a defined range (e.g., within 5% of each other) or overlap, the case is settled for the average of the offer and demand, the matching amount, or the demand in the event of an overlap. If the claim is settled, the participants are immediately notified while online or by e-mail. An example is cybersettle.com.

12.9.2 Online Negotiation

The ODR service provider to help the parties reach an amicable settlement creates a conducive online environment. This environment is created by making use of technology which guides the negotiation process as and when required.

Previously known as One Accord, SmartSettle aims to accelerate the negotiation process for any type of cases and allows parties to participate in appropriate combination of face-to-face meetings, conference calls and online exchanges in

order to quickly find a fair and efficient resolution. The parties are provided with congenial atmosphere to be able to negotiate. The website generates suggestions to help the parties quickly reach a tentative solution. SmartSettle works by contacting all parties and help them in engaging a single/multiple facilitator. Problems are identified, interests explored and issues identified. A framework for agreement is built up. After this, the parties privately identify their best and worst options to define a bargaining range for each issue. Parties then assign private estimates of the relative importance of each issue. The issues and expectations constitute the parties' optimum level of satisfaction. Next step is to encourage parties to create initial proposals with optimistic values that allow for concessions. Parties may offer visible concessions and/or request suggestions from SmartSettle. Any party may register a confidential acceptance of any suggestion made by SmartSettle. When both parties accept the same package, a tentative agreement is reached. When parties are ready to sign, the Framework for Agreement is filled in and the best solution found.

12.9.3 Online Negotiation-cum-Mediation

This kind of ODR involves the dual process of negotiation and mediation consecutively. The parties can initiate the ODR process by opting for online negotiation and make an attempt to negotiate their differences and reach at a settlement. In case they are unable to do it themselves, a mediator is appointed which conducts an online mediation and helps the parties reach a settlement.

For example, SquareTrade.com provides individual and B2B buyers and sellers an online negotiation-cum-mediation environment. The complainant files a case with SquareTrade by completing an online form that helps identify the situation and possible resolutions. The other party is notified by e-mail and responds to the case. Communication from both parties is posted on a private Case Page. Then Direct Negotiation begins. During Direct Negotiation, the parties communicate with each other in a confidential, impartial forum. If the case is not resolved, SquareTrade assigns a mediator from the SquareTrade Network who helps the parties reach a mutually acceptable settlement.³

12.9.4 Document/E-mail Arbitration for Disputes Arising from E-commerce Transactions

As the name suggests, the whole process of arbitration is carried on through document/e-mail. Right from filing of arbitration agreement to filing of disputes with documentary evidence, written submissions, written hearing and closing statements are all done through e-mail. Interaction between the arbitrators and the parties are done through e-mail. In case the arbitrator wants to ask questions or parties want to make a submission or reply to other's submissions, e-mail is the mode used.

12.9.5 Online Arbitration Through Video-conferencing

Online arbitration with the help of video-conferencing is considered the closest to F2F arbitration. It involves the use of video-conferencing to conduct the arbitration process. The CAN-WIN™ Internet conferencing system⁴ allows registered participants to log into an electronic conference room from anywhere

in the world using standard browser software. A list identifying all parties present appears on each participant's screen, and clicking on a participant's name opens a window to compose e-mail to that individual. There is also an area on each participant's screen to type messages to all participants. When sent, these messages immediately appear on the screens of all parties, identified with the sender's name and time. Participants on one side of a dispute who are in different locations may also caucus privately with each other and/or with the mediator during an online session. Two electronic conference rooms allow break-out sessions, during which the neutral may communicate with both rooms but parties in one room may not communicate with parties in the other.

12.9.6 Peer Jury & Panel Jury

ODR institutions also offer online 'Peer Jury' and 'Panel Jury' processes to help in the evaluation and resolution of disputes. In Peer Jury online trials, volunteer jurors select the cases they would like to decide, review the parties' claims, pose questions and ultimately give their verdicts. The parties receive a summary including the number of votes cast, the median award and a compilation of juror comments. In Panel Jury trials, the parties choose specific jurors. Parties can decide whether the verdict of the jury will be binding on them or not.

www.iCourthouse.com is the Internet's courthouse. It is an online courthouse where you can present your disputes for trial before a jury of your peers. The idea is to agree before hand to submit the dispute to iCourthouse where the jury will give its verdict. Filing a regular case at iCourthouse is free. One can present his/her claim and the other side can present his/her defense. Then, the dispute is judged by a Peer Jury, that is any person who wishes to act as a juror on the Internet. There can be any number of jurors. The dispute can also be put forth before a Panel Jury which is selected by the parties themselves. They are given access to the plaintiff's and defendant's opening statement, evidence and closing statement. Thereafter, the juror is required to give his/her verdict. One can look at the verdict delivered by the other jurors. The parties can agree whether to count a majority, two thirds, or what proportion of the verdicts will constitute a decision. The trial book shows all the verdicts entered so far, juror comments, and a median verdict. Results are enforceable by agreement⁵ between the parties. For privacy protection, iCourthouse's User Agreement and Rules prohibit the use of proper names, or identifying information such as addresses. The terms such as 'Plaintiff' or 'Defendant' or 'Buyer' or 'Seller' are used to designate the parties.

12.10 GENERATING E-CONFIDENCE – DISCLOSURE-BASED APPROACH

One the greatest concerns for an ODR institution are whether its services will be accepted at large by the online public. After all, if one is agreeing to arbitrate through an ODR institution, the very thought that the online arbitrator's decision would be binding on the person and can be enforced as a decree of the court, is in itself very scary. The parties would never 'see' the arbitrator and there is always an apprehension of partiality and bias. It is, therefore, a must that the ODR institution is able to generate e-trust and e-confidence among the users of

the online system. Towards this effort, the American Bar Association Task Force on E-commerce and ADR proposed Guidelines for Recommended Best Practices by ODR Service Providers to assist consumers make an 'informed and intelligent decision'.⁷

- 1) Transparency and adequate means of providing information and disclosure.
- 2) Minimum Basic Disclosures like contact and organizational information, terms and conditions and disclaimers for the service, explanation of services/ADR processes provided any pre-requisites for use of service like geographical location or membership, etc.
- 3) Use of Technology and the Online Environment for Dispute Resolution.
- 4) Costs and Funding: Disclosures as to the up front costs for the process and what portion of the cost each party will bear is necessary.
- 5) Impartiality
- 6) Confidentiality, Privacy and Information Security
- 7) Qualifications and Responsibilities of Neutrals
- 8) Accountability for ODR Providers and Neutrals
- 9) Enforcement: ODR institution should disclose the steps they take to ensure quick and complete enforcement of the awards rendered.
- 10) Jurisdiction and Choice of Law
- 11) ODR Providers should disclose the jurisdiction where complaints against the ODR Provider can be brought, and any relevant jurisdictional limitations.

12.11 LEGAL CONCERNS

There might be certain legal concerns regarding implementation of ODR in India. After all, if, through an ODR institution based at Delhi, arbitration is conducted where the arbitrator is in Mumbai and one party is in Chennai and the other in Bangalore, certain legal questions do arise for consideration. For this purpose, we need to read the Indian Arbitration and Conciliation Act, 1996 (Arbitration Act) with the Information and Technology Act, 2000 (IT Act). Let us take a few issues to demonstrate the point.

- 1) *Arbitration agreement shall be in writing*: Section 7(3) of the Arbitration Act provides that the arbitration agreement shall be in writing. However, if the parties agree online to refer the matter to an online arbitration through an ODR service provider, the question arises as to whether such an online agreement will be valid in law. Presuming that both parties admit that such an online agreement was made, it will have the sanction of law due to operation of section 4⁷ of the IT Act. By reading section 4 of the IT Act into section 7(3) of the Arbitration Act, such an online agreement will be a valid one in the eyes of law. The same goes for written submissions, if any, made by the parties online.
- 2) *Award to be in 'writing' and 'signed'*: Section 31(1) of the Arbitration Act requires the arbitral award to be in writing and signed by the members of the arbitral tribunal. In such case, would an e-award have the same legal

sanctity as the offline award. As far as the 'writing' requirement is concerned, that is answered by section 4 of the IT Act. As regards the 'signature' requirement, section 5⁸ of the IT Act provides that digital signature would have the same legal effect as a paper signature.

- 3) *Enforceability of the e-award*: Another concern relating to the use of ODR is the enforceability of the online award rendered. Which court should the party approach to enforce the award? Will it be the court of the place where the arbitration agreement was signed? Or will it be the court of the place where the arbitrators were sitting? Or will it be the court of the place where the award was rendered? Or where the ODR institution is physically established? Or where the parties are established? The answer lies in the Arbitration Act itself. Section 36 states that the award will be enforced under the Code of Civil Procedure, 1908 as if it were a decree of the court. As per Section 2(e) of the Act, 'Court' means the principal Civil Court of original jurisdiction in a district, and includes the High Court in exercise of its ordinary civil jurisdiction, having jurisdiction to decide the questions forming the subject-matter of the arbitration if the same had been the subject-matter of a suit. Therefore, the court in which the award will be enforced is dependent on the subject-matter of the arbitration and not on the place where the arbitrator sits or renders the award or where the parties are established.

12.12 SUMMARY

Lately, there has been an increased awareness of protecting the Interest rather than emphasizing the legal right. The use of ADR found favour in furtherance of business interests rather than enforcing legal rights *stricto sensu*. ODR includes online negotiation, online mediation, online arbitration, online neutral evaluation, online peer jury, etc. In the context of ODR, the 'online environment' has a wide connotation in terms of 'a setup making use of technology and communication facilities'. An Online ADR service center functions somewhat like an offline arbitral institution. Making use of online arbitration services *ad hoc* is the same as approaching an arbitral institution after the dispute arises or inserting an arbitration clause of a specific online arbitration institution in the contract. One of the advantages of online environment over F2F environment is the availability of various communication modes to a user. Communication modes in ODR include e-mail, discussion boards, instant messaging, audio conferencing and video conferencing. The different kinds of ODR are blind bidding or blind negotiation, online negotiation, online negotiation-cum-mediation, document/e-mail arbitration, online arbitration through video-conferencing and peer jury and panel jury. It is most important that the ODR institution is able to generate e-trust and e-confidence among the users of the online system. Legal concerns relating to ODR in India are well taken care of by a conjoint reading of the Arbitration and Conciliation Act, 1996 and the Information Technology Act, 2000.

12.13 TERMINAL QUESTIONS

1. What is ODR and how does it function?

- 2) What types of disputes are commonly settled by in ODR environment? What are the means of communication generally adopted in ODR in settling disputes?
- 3) Discuss various types of ODR. What are the legal concerns involved in ODR system? Does Indian law sufficiently address the issue?

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12.14 ANSWERS AND HINTS

- 1) 'Online dispute resolution' (ODR) can, on a *prima facie* screening, have two connotations. Firstly, it can be viewed as resolution of online *disputes*. That would mean resolution i. of online disputes. Solution and its advantages.
 - a) It would include the solving of (by any means, either online mechanism or offline method including court adjudication) disputes which essentially arise from an online transaction, for example, defect in a computer software purchased and downloaded online. Secondly, ODR can be looked into from the perspective of *method* of solving of a dispute (be the dispute offline or online). This means that newer ways of solving a dispute are being developed by making use of the online environment which can be applied to solve any kind of disputes.
 - b) ADR service centers functions somewhat like an offline institution. One can approach these institutions either *ad hoc* or on an agreement basis. Companies generally have a pre-arrangement for settlement of disputes, be it business to business (B2B) or business to consumer (B2C), under the aegis of such online arbitral institutions. Agreements are made out between the institution and the company as regards the method of initiating the process into action, kind of settlement to be pursued, the fee structure, goodwill and good faith of the parties, rights and responsibilities of the parties and the arbitral institution, the procedures to be followed, law applicable, confidentiality, security, etc. ODR implies a change of medium to solve disputes. It is a catalyst to help people solve their disputes ODR is apt for solving of both online and offline disputes.

Some of the communication means used in ODR are—

- 1) E-mail
- 2) Discussion Boards
- 3) Instant Messaging
- 4) Audio Conferencing
- 5) Video Conferencing

Some of the kinds of ODR are—

- 1) Blind Bidding or Blind Negotiation
- 2) Online Negotiation.
- 3) Online Negotiation-cum-Mediation.

- 4) Document/E-mail Arbitration for disputes arising from E-commerce transactions.
- 5) Online arbitration through video-conferencing.
- 6) Peer Jury and Panel Jury

There might be certain legal concerns regarding implementation of ODR in India. After all, if, through an ODR institution based at Delhi, arbitration is conducted where the arbitrator is in Mumbai and one party is in Chennai and the other in Bangalore, certain legal questions do arise for consideration. For this purpose, we need to read the Indian Arbitration and Conciliation Act, 1996 (Arbitration Act) with the Information and Technology Act, 2000 (IT Act).

The above mentioned Act have adequately dealt with the issue.

- 2) An Online ADR service center functions somewhat like an offline arbitral institution. One can approach these institutions either *ad hoc* or on an agreement basis. Companies generally have a pre-arrangement for settlement of disputes, be it business to business (B2B) or business to consumer (B2C), under the aegis of such online arbitral institutions. Agreements are made out between the institution and the company as regards the method of initiating the process into action, kind of settlement to be pursued, the fee structure, goodwill and good faith of the parties, rights and responsibilities of the parties and the arbitral institution, the procedures to be followed, law applicable, confidentiality, security, etc. When a dispute arises, either the company or the consumer (who is pre informed as to the existence of such an arbitral institution to which the company is associated) approaches the institution. The other party is then contacted and depending upon the service provided or agreed for, negotiation, mediation, arbitration, conciliation, evaluation or any other service is pursued. This is a bird's eye view of the whole arrangement.
- 3) ODR implies a change of medium to solve disputes. It is a catalyst to help people solve their disputes. ODR is apt for solving of both online and offline disputes.
For example, if there arises a contractual dispute between two businessmen and they agree to have an online mediation, they can approach an ODR institution, submit their dispute, have an online mediator appointed, and proceed with the mediation process online. In case a settlement is reached at, it can be reduced to writing, signed and ultimately, can be enforced as a decree of court under the provisions of the Indian Arbitration and Conciliation Act, 1996.
- 4) One of the advantages of online environment over offline environment is the availability of various communication modes to a user. It becomes important to select the appropriate mode to conduct the ODR process since different kinds of disputes require different types of modes. E-mail Discussion Boards Instant Messaging Audio conferencing **Video conferencing.**

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2. <<http://www.ebc-india.com>>.
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5. http://www.i-courthouse.com/main.taf?area1_id=about&area2_id=faqs →. *“In the event that a dispute arises out of this transaction, the parties agree to submit that dispute for binding resolution through iCourthouse. In the event that a party shall refuse to submit the dispute to iCourthouse, or files an action in any other court without first offering dispute resolution through iCourthouse, that party shall lose any right to attorney’s fees it might otherwise be entitled to. The parties further agree that any verdict of iCourthouse may be reduced to a judgement in any court having jurisdiction over the parties, at the option of any party, without further adjudication.”*
6. For example, one can use the following language to make your decision enforceable: *“We, the parties to case number – agree that the verdict rendered by the jury in the iCourthouse case will be binding on us, and will be enforceable as a judgment in a court of appropriate jurisdiction.”* April 2002.
7. Where any law provides that information or any other matter shall be in writing or in the typewritten or printed form, then, notwithstanding anything contained in such law, such requirement shall be deemed to have been satisfied if such information or matter is-
 - a) rendered or made available in an electronic form; and
 - b) accessible so as to be usable for a subsequent reference.
8. Where any law provides that information or any other matter shall be authenticated by affixing the signature or any document shall be signed or bear the signature of any person (then, notwithstanding anything contained in such law, such requirement shall be deemed to have been satisfied, if such information or matter is authenticated by means of digital signature affixed in such manner as may be prescribed by the Central Government.
Explanation.– For the purposes of this section, “*signed*”, with its grammatical variations and cognate expressions, shall, with reference to a person, mean affixing of his hand written signature or any mark on any document and the expression “*signature*” shall be construed accordingly.