



संख्या: 18/1/2022-AdmnII/E.133292

दिनांक: 26/12/2025

सेवा में,

निदेशक/प्रभारी निदेशक

परिषद के सभी संस्थान/केन्द्र

महोदय/महोदया,

विभिन्न मंत्रालयों/विभागों से प्राप्त निम्नलिखित पत्र, सूचना एवं अनुपालन हेतु संलग्न है।

क्रम सं.	संदर्भ संख्या एवं दिनांक	मंत्रालय का नाम	विषय
1.	ओ.एम. सं. A-60011/38/2021-NDIAC दिनांक: 18.11.2025	विधि और न्याय मंत्रालय, विधि कार्य विभाग, शास्त्री भवन, नई दिल्ली	सरकार/सरकारी संस्थाओं से जुड़े संविदात्मक विवादों को कम करने के लिए अंतिम दिशानिर्देशों के प्रसार के संबंध में।
2.	डी.ओ. सं. 2-6/2025-PPC (Pt.3) दिनांक: 08.12.2025	शिक्षा मंत्रालय, स्कूल शिक्षा और साक्षरता विभाग, शास्त्री भवन, नई दिल्ली	परीक्षा पे चर्चा 2026 - के संबंध में।

भवदीय,
Digitally signed by
Jaibir Singh
Date: 01-01-2026
15:48:34 जयबीर सिंह
सहायक महानिदेशक (प्रशासन)

अनुलंगनक: यथोक्त

प्रतिलिपि:

1. महानिदेशक/अपर महानिदेशक/वरि.उपमहानिदेशक (प्रशा.)/वरि.वित्त सलाहकार के निजी सचिव
2. परिषद के सभी प्रभाग प्रमुख
3. उपमहानिदेशक (प्रशा.)/सहा. महानिदेशक (प्रशा.)/सहायक महानिदेशक (वित्त)
4. डॉ. मनजीत सिंह चालगा, आई.सी.एम.आर. की वेबसाइट पर अपलोड करने के अनुरोध के साथ

DG. ICMP OFFICE

Diary No. 1184105

Date 04/12/2025

Shastri Bhawan, New Delhi

Dated, the 18th November, 2025

OFFICE MEMORANDUM

Subject: Circulation of Final Guidelines for Mitigating Contractual Disputes involving Government/Government Entities – reg.

The undersigned is directed to say that a Committee comprising major stakeholders of the Government of India was constituted in the Department of Legal Affairs under the chairmanship of Joint Secretary (Arbitration & Conciliation) to examine the relevant provisions of contracts that give rise to disputes and to suggest modifications to facilitate the speedy resolution of contractual disputes. The terms of reference of the Committee were as follows:

- i. To examine and review major standard contracts, along with the applicable terms and conditions in the supply and infrastructure sectors, which give rise to contractual disputes.
- ii. To recommend modifications to the provisions of the contracts and the applicable terms and conditions to mitigate the possibility of contractual disputes.
- iii. Any other measure.

2. After deliberations and discussions, the Committee has submitted its recommendations in the form of the "Guidelines for Modifications to the Provisions of Contract to Mitigate the Possibility of Contractual Disputes." A copy of the said Guidelines is enclosed herewith for consideration, dissemination, and adoption wherever feasible.

3. This issues with approval of the competent authority.

JS(AW) | Sr. NNY(A)

Devanshu Kumar
Under Secretary to the Govt. of India
Tele. No. 01123383634

To

All Secretaries to the Government of India

Copy for information to:

AO, Administration

1. PSO to Law Secretary, Department of Legal Affairs, Shastri Bhawan, New Delhi.



8/12/2025
1184105

IS. NO. - 1305
(18/12/25)

Mr. Suman

No. A-60011/38/2021-NDIAC
Government of India
Ministry of Law & Justice
Department of Legal Affairs

Shastri Bhawan, New Delhi
Dated, the 14th October, 2025

OFFICE MEMORANDUM

Subject: Recommendations For Modifications to the Provisions of Contract to Mitigate the Possibility of Contractual Disputes – reg.

The Government of India has been consistently striving to reform and strengthen the dispute resolution framework in the country by promoting Alternate Dispute Resolution (ADR) mechanisms such as arbitration, mediation, and conciliation. These mechanisms are designed to provide less adversarial, cost-effective, and time-efficient alternatives to traditional court-based litigation. Recognizing the importance of quick and fair resolution of disputes for the growth of trade, commerce, and industry, the Government has undertaken several policy and legislative interventions to institutionalize and streamline ADR practices across sectors.

Major legislative milestones in this regard include the enactment of the Arbitration and Conciliation Act, 1996, which laid the foundation for modern arbitration practices in India; the Commercial Courts Act, 2015, aimed at expediting commercial dispute resolution; the India International Arbitration Centre Act, 2019, which established an autonomous institution to promote institutional arbitration; and the Mediation Act, 2023, which provides a statutory framework for mediation and encourages pre-litigation settlement. These legislative measures collectively aim to make dispute resolution more efficacious, transparent, and globally competitive.

In alignment with these efforts, the Department of Legal Affairs (DLA) under the Ministry of Law and Justice, New Delhi, has been undertaking several initiatives to strengthen the overall dispute resolution ecosystem. These include promoting institutional arbitration and mediation, developing model rules and procedures, organizing capacity-building workshops, and undertaking reforms in law to facilitate a more business-friendly environment.

In recent times, there has been a significant increase in contractual disputes in where government/government entities are parties, particularly in areas relating to issues such as imposition of Liquidated Damages, Extension of Time (EoT), Price Variation, and other performance related issues. These disputes have often led to prolonged adversarial dispute resolution, thereby delaying project execution and escalating costs.

Delay in resolution of such disputes has been one of the key reasons for hindering timely project completion, adversely affecting both public interest and economic efficiency. Hence, it is essential to establish clear, time-bound, and practical mechanisms for dispute resolution, especially in cases involving government entities.

In order to make the contractual provisions effective and implementable to mitigate the dispute where government entities are parties, it was decided by the competent authority to constitute a committee. The committee on contractual dispute under the Chairmanship Shri Ajay Kumar Arora was constituted *vide* OM No. A-60011/38/2021-NDIAC dated 16.01.2025 to examine the relevant provisions of contracts and suggest modifications to mitigate the contractual disputes where Government/Government entities are parties. The committee was constituted comprising of:

Sr. No.	Ministries/PSUs	Members
1.	Shri Ajay Kumar Arora, Joint Secretary, DLA	Chairperson
2.	Shri Ram Chandra, Chief Engineer (Legal), Central Electricity Authority, Ministry of Power	Member
3.	Shri Kishan Rawat, Director/CE(G), Ministry of Railways	Member
4.	Shri Sureshwar Singh Bonal, Director, Ministry of Heavy Industries	Member
5.	Shri S. J. Ahmed, Executive Director (CMMG), SAIL	Member
6.	Shri Narendra Kumar, Executive Director (Contracts-Civil) NHPC	Member
7.	Shri Rajender Kumar, GM (Tech.), CMD & Legal Division, NHAI	Member
8.	Shri Shibu A. Manual, ED, ONGC	Member
9.	Shri Amit Kapur, Advocate J. Sagar Associates, Advocates and Solicitor	Member
10.	Shri Jainendar Kumar, DDG (C & EPC), BRO	Special Invitee
11.	Shri Deepak K. Prasad, Sr. DGM, BHEL Shri S.K. Choudhary (Corporate Law), BHEL	Special Invitee

On the basis of the suggestions received from the members to the committee and keeping in view all the factors, the following recommendations are issued for mitigating the delay in resolution of contractual disputes as being identified one of the major reasons for impacting timely completion of major projects.

The recommendations can help in mitigating contractual disputes which will arise in the near future where government/ government entities are parties.

2. OBJECTIVE OF THE RECOMMENDATIONS

The primary objective of these recommendations is to enable prevention of contractual disputes arising in major infrastructure and development projects. Delay in dispute resolution has been identified as a major factor contributing to cost overruns, project delays, and inefficient utilization of public resources. These recommendations aim to promote efficiency, accountability, and fairness in the dispute resolution process.

3. TERMS OF REFERENCE FOR THE WORKING OF THE COMMITTEE WERE AS FOLLOWS

- i) To examine and review the major standard contracts along with the applicable terms and conditions in the supply and infrastructure sectors, which give rise to the contractual disputes.
- ii) To recommend modifications to the provisions of the contracts and the applicable terms and conditions, to mitigate the possibility of contractual disputes.
- iii) Any other measures.

4. MAJOR ISSUES IDENTIFIED

- i. Procurement of goods often leads to contractual disputes due to delays in supply, non-conformity with specifications, quality defects, and price variations. Issues like breach of tender conditions, contract performance failures, and breach of delivery timelines further complicate resolution.
- ii. Service contracts often give rise to disputes over price variation, where escalation or fluctuation clauses are contested, non-compliance of tender conditions, and final bill settlement, where disagreements occur on scope of work, delays, or additional claims.
- iii. Majority of disputes arise due to delays in execution of contract where major reasons of such delays as attributable to Employer are delay in handing over of land/ front, delay in Resolution of Right of Way (RoW) or Right to Use issues in contracts and delay in Forest / Environmental / Wildlife Clearances. Such delays lead to contractor's claims.
- iv. Delay in Execution of Contract due to geological surprises/site related issues which ultimately lead to extension of time for the completion of the contract.
- v. Delay in Execution of Contract (Due to Extension of Time, Unforeseen Circumstances, Scope Changes).
- vi. Delay in mobilization by contractor.
- vii. The lack of agreement on 'seat' of arbitration often causes delays in contractual disputes as it determines court jurisdiction, leading to challenges, interim applications, and enforcement hurdles.

- viii. Compensation clauses in contracts often face issues like ambiguity in terms, difficulty in proving actual loss, and enforceability where clauses resemble penalties.
- ix. Lack of clarity in communication and delayed / no response to issues raised by Contractor create ambiguity during execution and are a reason for disputes and an impediment in the process of closure of contract.

5. GENERAL RECOMMENDATIONS

- i) Critical milestones for timely execution of contract and resources to be made available at site should be clearly specified in the tender to facilitate proper delay analysis. The delay analysis should be done at regular intervals during monitoring of the project execution and documented for future reference.
- ii) To resolve the issue of liquidated damages the concerned Ministries/Department/PSUs should specify formulas, recovery stages to mitigate consequent disputes and sufficient material to indicate demonstrable loss.
- iii) The emphasis should be laid on mentioning of Specific Clauses dealing with Unforeseen situations, relevant for the specific industry, which needs to be incorporated to reduce disputes.
- iv) Accentuate on Digital Tools to track milestone, payments, variations and correspondences which will support documentation and build a repository over the period of time.
- v) The practice of rotation of officers in areas requiring specialized knowledge or skills should, wherever feasible, be deferred until the completion of at least one milestone. If rotation is necessary, the newly posted officer may, if possible, be attached with the outgoing officer for a period of three months to become well acquainted with the ongoing work.
- vi) Officers deployed at site should be well versed with the provisions and conditions of the contract to ensure effective monitoring and timely decision-making.
- vii) Risk, Responsibility, and Dispute Mitigation Clauses - Each Party shall bear the risks and responsibilities arising from its own acts, omissions, or negligence. On the occurrence of any such event, either Party shall immediately take appropriate recourse by assessing the extent of loss or impact, so that the progress of work is not delayed. Parties should promptly notify each other of any event likely to affect performance, timelines, or cost, and shall cooperate in good faith to mitigate potential losses. The amount of loss, if any, shall be mutually determined by Parties, keeping in view the actual loss sustained. Any disagreement or issue shall, in the first instance, be addressed

through mutual consultations or a designated dispute-resolution mechanism which shall be empowered to examine the claims from the practical point of view and realistic situation at site to ensure timely and efficient resolution before resorting to arbitration or legal proceedings.

- viii) Time bound resolution at each stage of dispute resolution process must be adhered. The Employer should ensure proper and timely response / communication in relation to issues raised by the contractor so that the same is dealt with promptness to avoid dispute / litigation in future.
- ix) If a contract is delayed for reasons not attributable to the contractor, verified idling charges for manpower and machinery needs to be reimbursed (excluding profit) based on certified records. It is advisable to have such terms in the tender / contract for prolonged/significant delays to avoid disputes.
- x) Extension of Time (EoT) may be granted on a case-to-case basis as per the provisions of the contract. The decision on EoT shall be taken at the earliest, and in any case, not later than three months from the date of receipt of the contractor's request preferably within the currency of the contract. EoT shall be granted with proper justification, supported by reasons in writing duly substantiated with relevant facts and figures. If the contractor still fails to complete the work within the extended period, liquidated damages may be imposed as per the provisions of the contract.
- xi) During execution or foreclosure an Independent Person/Agency of high repute of respective professional skills, may be engaged, if required and as agreed by the parties.
- xii) Disputes arising out of delayed payment can be avoided by:
 - a) involving the Employer Project Management Team from the contracting stage itself so that they are aware of the terms and milestones as well as documentation required for certification of work during execution.
 - b) proper financial planning of monetary resources as per cash flow requirement of the project for payment as per milestones after contract finalization.
- xiii) Special focus should also be given to contract execution training programmes, aimed at improving officer's understanding of contract provisions, obligations, and procedural compliance to ensure effective implementation and monitoring of projects.
- xiv) The seat of arbitration must be clearly stipulated in the tender / contract.
- xv) Before referring disputes to Litigation, efforts should be made for amicable settlement through mechanism deemed appropriate including Mediation / Conciliation.
- xvi) Officers representing the Government/Government entities must be duly authorised and empowered to make statements during the course of Mediation/Arbitration proceedings.

Any bona-fide statement made by them in good faith during such proceedings shall be protected and shall not be used to the prejudice of either Party in any subsequent legal or arbitral proceedings.

- xvii) As far as possible the Closure of Contract/ Final Bill of the Contractors must be settled at the earliest.
- xviii) Adoption of Institutional arbitration/Mediation through India International Arbitration Centre (IIAC) and other reputed Arbitration/Mediation Institution. Mandatory Institutional Arbitration in place of Ad-hoc Arbitration.

6. GENERAL MECHANISM FOR SPEEDY DISPUTE RESOLUTION

i) Institutional Support -

- a. Establishment of Contract Dispute Resolution Cells wherever required and deemed appropriate in each Department.
- b. Development of a centralized and digitised database of contractual disputes.

ii) Special Observation with respect to Legal Perspective -

- a. In a contract relating to an infrastructure project, the Government entities may at the threshold itself take legal preliminary objection with respect to maintainability of the case in Civil Courts by invoking the provisions of the Specific Relief (Amendment) Act, 2018. These provisions restrict injunctions that may delay public projects, provide for dispute resolution through Special Courts within prescribed timelines, and emphasize specific performance as the primary remedy to ensure timely completion of works.
- b. **Defence and Counter Claims** - While defending disputes before the Tribunal or Court, all relevant facts, figures, and details of the claims must be clearly and accurately presented in the Statement of Defence/Claims to ensure a well-substantiated and effective representation of the Government entity's position. Further, the appropriate steps also need to be taken to dismantle the claims of the contractor with reference to facts, figures and assumptions of the contractor mentioned in the SOC without prejudice to other submission made on merits of the case. Any counter claim filed by the Government entity shall be supported with sustainable evidence and documentation and must not be based on assumptions. All facts, figures, and supporting material for the counter claim should be clearly presented to ensure it is credible, substantiated, and effectively represented before the Tribunal or Court.

7. Contractual disputes in government projects cause delays and cost overruns. Clear provisions on idling charges, extension of time, risk allocation, and unforeseen events, along with Institutional Arbitration, Mediation, and digital monitoring, can reduce disputes. Time-bound resolution, emphasis on amicable settlement, and alignment with existing laws like the Specific Relief (Amendment) Act, 2018 will ensure timely project completion, efficiency, and protection of public interest.

[Secy-goi] Pariksha Pe Charcha 2026 - reg.

Raj Kumar <raj.kumar259@gov.in>
Mon, 08 Dec 2025 4:57:12 PM +0530

DG. ICMR OFFICE
Diary No. 1189565
Date 09/12/2025

JB (AN) | JS (RM)
S DIDS (A)

To "secy-goi" <secy-goi@lsmgr.nic.in>
Cc "bpkalal" <bp.kalal@ias.nic.in>, "Ajay Kumar" <ajay.kr71@gov.in>

Respected Sir/Madam,

Please find enclosed D.O letter dated 8.12.2025 from Joint Secretary, Department of School Education & Literacy regarding Pariksha Pe Charcha 2026 for information and necessary action.

Regards,

Raj Kumar
Assistant Section Officer (NAT/PPC Section)
Department of School Education & Literacy
Ministry of Education
Govt. of India

Secy-goi mailing list -- secy-goi@lsmgr.nic.in
To unsubscribe send an email to secy-goi-leave@lsmgr.nic.in

Q/H/ai
AO - Administration

1 Attachment(s)

DO letter Dated 8.12.2025 (2)....

654.2 KB

Mr. Sunil
NO. 1809
8-12-25

9/12



PRACHI PANDEY
Joint Secretary (Inst. & Trng.)
Tel. No. 011-23389247
Email: prachi.p@gov.in

D.O. No. 2-6/2025-PPC (Pt.3)

Dated the 8th December, 2025

Respected Madam / Sir,

Please refer to Secretary, SE&L's D.O. letter of even number dated 2nd December, 2025 (copy enclosed) regarding 9th edition of Pariksha Pe Charcha, the unique interactive program of Hon'ble Prime Minister, Shri Narendra Modi with students, teachers and parents. The event will tentatively be held in January, 2026. This event was organized successfully for the last eight years consecutively by the Department of School Education & Literacy, Ministry of Education.

2. In order to select participants who will be featured in the Pariksha Pe Charcha, an online Multiple Choice Question (MCQ) competition is being conducted at <https://innovateindia1.mygov.in/> from **1st December, 2025 to 11th January, 2026** for children studying in classes from 6 to 12, teachers and parents. This campaign requires a huge publicity from all ends.

3. Since your Department/Organisation, through its subordinate offices/attached offices/regional centres/institutions/service delivery units/filed functionaries, enjoys a strong presence throughout the country, we would like to request you for the following:

a. Issue instructions to display banner on the official websites of your department, subordinate offices and all functional field units for ensuring maximum public visibility. (Open File for the Banner may be accessed at https://drive.google.com/drive/folders/12LrNmniFQIwpJ4oUAQJThUkY9LS9FbgA?usp=share_link

b. Issue instructions to display creatives on:

- prominent locations in all subordinate offices at various levels,
- Digital boards in offices, public spaces etc
- Display the creatives through posters on the notice boards, as standees etc

c. May display the Link for registration through 'QR' Code- in all the publicity materials.



d. Moreover, you may adopt other innovative measures to propagate and promote this significant initiative of Hon'ble Prime Minister towards reducing exam stress.

Let us join hands in celebrating the Utsav of examinations, "Pariksha Pe Charcha 2026" as envisioned by our Hon'ble Prime Minister in order to make learning more joyful for our future nation builders.

Kind regards,

Yours sincerely,

Prachi Pandey

(Prachi Pandey)

As per list attached.

List of Addresses:

1. Secretaries of all Ministry/Department.
2. All Heads of Autonomous Bodies under DoSE&L.
3. Director, NBB.
4. (i) DG, CISF, (ii) DG, CRPF, (iii) DG, ITBP, (iv) DG, Sashastra Seema Bal, (v) DG, BSF, (vi) DG, CSIR-cum-Secretary D/o Scientific and Research, (vii) DG, National Gallery of Modern Art, (viii) DG, National Museum
5. Ministry of Defence – (i) Defence Secretary, (ii) Secretary, Deptt. of Military Affairs,
6. Head of Railway Board.
7. Chairman, ISRO, Chairman and Secretary, D/o Telecommunication, Chairman and Secretary, ITPO, Director, National Science Centre, Director, Nehru Memorial Museum.
8. Education Secretaries of all States/UTs.

Copy to : SPDs of Samagra Shiksha, Commissioner, Directors PM POSHAN/Samagra Shiksha , Director, NCERT, Director, SCERTs of all States/UTs.

संजय कुमार, भा.प्र.से
सचिव

Sanjay Kumar, IAS
Secretary



D.O. No. 2-6/2025-PPC (Pt.2)

स्कूल शिक्षा और साक्षरता विभाग

शिक्षा मंत्रालय

भारत सरकार

Department of School Education & Literacy

Ministry of Education

Government of India

2nd December, 2025

Dear Secretary Madam/Sir,

I am glad to inform that the 9th edition of Pariksha Pe Charcha, the unique interactive program of Hon'ble Prime Minister, Shri Narendra Modi with students, teachers and parents will tentatively be held in January, 2026. This event has been successfully organized for the last eight years by the Department of School Education & Literacy, Ministry of Education in coordination with all the States and other Ministries.

2. As you are already aware that over 5 crore students, parents and teachers participated in PPC-2025 - a kind of nationwide Jan Andolan.

3. In order to select participants who will be featuring in the Pariksha Pe Charcha 2026, an online Multiple Choice Question (MCQ) competition is being conducted at <https://innovateindia1.mygov.in> from 1st December, 2025 to 11th January, 2026 for children studying in classes from 6 to 12, teachers and parents. All the participants will receive a participation Certificate.

4. This competition is the mode through which we invite students, parents and teachers to be a part of the PPC 2026. Further, the participants may frame their questions to be addressed to the Hon'ble Prime Minister. Selected questions, shortlisted by NCERT, may feature in the programme.

5. In this context, you are requested kindly to arrange the following:

a. **Appoint a Nodal Officer**, not below the rank of Director, to liaise with my office for the purpose of this event.

b. **Issue instructions to display creatives** (soft copies of the creatives will be shared shortly) on:

- i. Official websites of your Organisation/Ministry and its associated offices/Departments,
- ii. Prominent locations in all subordinate offices at various levels,
- iii. Prominent places in all the schools and other institutions functioning under the aegis of your Ministry/Department and Secondary Boards in the State/UT,

124 'सी' विंग, शास्त्री भवन, नई दिल्ली-110001

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E-mail: secy.sel@nic.in

iv. Moreover, you may adopt other innovative measures to propagate and promote this significant initiative of Hon'ble Prime Minister towards reducing exam stress.

- c. Ensure all creatives and directions are sent through email and social media to all your institutions, schools and educational administrators through these to all parents/students.
- d. Request your schools (if any), subordinate bodies etc. to use their own social media handles and #PPC2026 to disseminate the event, along with their own preparations for the event. Schools/Institutions could make their own posters/creatives/ videos, etc. and post accordingly. The selected creatives/videos from among these shall also be exhibited on the MyGov platform.
- e. Hold meetings with your Regional Offices within this week to ensure wide dissemination at all levels.
- f. Prepare your own media plan for ensuring dissemination and participation.
- g. Ensure maximum registration of students of associated schools under your administrative control – in the online MCQ competition being conducted at <https://innovateindia1.mygov.in> from **1st December, 2025 to 11th January, 2026** to avail the chance of being selected for this event.

6. I would be grateful if an Action Taken Note along with media plan in this regard is shared by **5th December, 2025**.

Let us join hands in celebrating the Utsav of examinations, "Pariksha Pe Charcha 2026" as envisioned by our Hon'ble Prime Minister in order to make learning more joyful and meaningful for our future nation builders.

Kind regards

Yours sincerely,

*4-2/12/2025
(Sanjay Kumar)*

**Secretaries of all Ministries/Departments,
Government of India.**