

# The specimen clause pack

VidhiGurukul — five specimen reviews, already published on our course pages, collected here. Teaching examples, not legal advice, and not a real client’s document.

*A green bar marks a passage the reviewer added; struck text is what they cut.*

## Arbitration Practice: Domestic and International

### LEARNER’S DRAFT

**12.1** All disputes shall first be settled amicably, failing which they shall be referred to arbitration in Mumbai.

### REVIEWED

**12.1** ~~All disputes shall first be settled amicably, failing which they~~<sup>1</sup> Any dispute arising out of or in connection with this Agreement shall be referred to arbitration in Mumbai. by a sole arbitrator under the Arbitration and Conciliation Act, 1996.<sup>2</sup> The seat of arbitration shall be Mumbai.<sup>3</sup>

1. *“Amicably, failing which” has no end date. Give it thirty days or cut it — otherwise the other side argues you went to arbitration too early.*
2. *Say how many arbitrators. Otherwise s. 10(2) gives you one — and a dispute over who appoints can end up in court under s. 11.*
3. *Name the seat, not just a city. The seat decides which court supervises the arbitration.*

— Faculty, VidhiGurukul

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# Commercial Contract Drafting and Negotiation

## LEARNER'S DRAFT

**15.1** The Vendor shall indemnify the Company for all losses whatsoever arising under this Agreement.

## REVIEWED

**15.1** The Vendor shall indemnify the Company for all losses whatsoever arising under this Agreement.<sup>1</sup> and hold harmless the Company against Losses arising from (a) the Vendor's breach of this Agreement, (b) the negligence or wilful misconduct of the Vendor or its personnel, and (c) any third-party claim that the Services infringe intellectual property rights. "Losses" means losses, damages, liabilities, costs and expenses, including reasonable legal fees.<sup>2</sup>

**15.2** The Company shall promptly notify the Vendor of any claim under clause 15.1(c), allow the Vendor to conduct its defence at the Vendor's cost, and not settle it without the Vendor's consent, which shall not be unreasonably withheld.

**15.3** Except for fees due under this Agreement, liability under clause 15.1(c), liability for wilful misconduct, and liability for fraud, each party's total liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed the greater of INR [amount] and the fees paid or payable in the twelve months before the event giving rise to the claim.<sup>3</sup>

1. "All losses whatsoever" invites a fight over what is covered, and an unclear indemnity is likely to be read against the party relying on it. Name the triggers you actually need covered.
2. Section 124 of the Indian Contract Act covers a promise to save another from loss caused by the conduct of the promisor or of any other person, and courts have supplemented it from equity. Do not rely on either to fill gaps — draft the triggers and the claims procedure expressly.
3. An uncapped indemnity is usually the first thing the other side strikes out. Offer a cap, carve out what you cannot give up, and make sure the cap never limits the fees you are owed.

# Corporate Transactions: Due Diligence, M&A and Investment Documentation

## LEARNER'S DRAFT

**8.1** The Sellers warrant that the Company has no pending litigation.

## REVIEWED

**8.1** Save as fairly disclosed in the Disclosure Letter, the Sellers warrant that, at the date of this Agreement and at Completion,<sup>1</sup> the Company has no pending litigation: no litigation, arbitration or regulatory proceeding (including any tax assessment, show-cause notice or investigation) is pending or, to the Sellers' Knowledge, threatened by or against the Company.<sup>2</sup>

**8.2** "Sellers' Knowledge" means the knowledge that the persons named in Schedule 4 actually have, or would have had after due and careful enquiry of the Company's head of legal and its external litigation counsel.<sup>3</sup>

- 1. A warranty speaks only when it is given, usually at signing. If Completion comes later, say that the warranty is repeated at Completion.*
- 2. The buyer wants "threatened" as well as "pending"; the seller will ask for a knowledge qualifier. Define whose knowledge, and require enquiry.*
- 3. Tie the warranty to the Disclosure Letter, so the buyer's claim is for what was not fairly disclosed. Define "fairly disclosed" in the agreement rather than leaving the standard to a court.*

— Faculty, VidhiGurukul

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## Data Protection Practice under the DPDP Act and Rules

### LEARNER'S DRAFT

By using our app, you consent to our collection and use of your data for any purpose.

### REVIEWED

~~By using our app, you consent to our collection and use of your data for any purpose.~~ We will use your name, mobile number and e-mail address only to create your account and to send you updates about your orders.<sup>1</sup> Tick the box to agree.<sup>2</sup>

You can withdraw your consent at any time in Settings → Privacy [link], as easily as you gave it; we will then stop using this data and may have to close your account, but withdrawal does not affect what we did before. If you have a complaint, contact our Grievance Officer at [contact]; if we do not resolve it, you can complain to the Data Protection Board of India at [link].<sup>3</sup>

You can read this notice in English or in any language listed in the Eighth Schedule to the Constitution [choose].

- 1. Section 5 of the DPDP Act requires the notice to state the personal data and the purpose, and Rule 3 of the DPDP Rules 2025 requires both to be itemised. "Any purpose" fails — and these duties bind from May 2027, so build to them now.*
- 2. Consent under section 6(1) of the DPDP Act must be free, specific, informed, unconditional and unambiguous, given by a clear affirmative action. "By using our app" is none of these.*
- 3. Say how to withdraw consent, how to raise a grievance with you, and how to complain to the Board — section 13(3) requires the grievance route to be tried before the Board. Withdrawing must be comparable in ease to consenting.*

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# Employment Law and Workplace Compliance

## LEARNER'S DRAFT

The Employee shall not join any competitor for three years after leaving the Company.

## REVIEWED

~~The Employee shall not join any competitor for three years after leaving the Company.~~<sup>1</sup>

During employment, the Employee shall not, without the Company's written consent, be engaged, employed or interested in any business that competes with the Company, other than by holding not more than 1% of the shares of a listed company.

For twelve months after the employment ends, for whatever reason, the Employee shall not (a) solicit, for a business that competes with the Company, any client of the Company with whom the Employee dealt in the last twelve months of employment, or (b) solicit or entice away from the Company any employee with whom the Employee worked in that period.<sup>2</sup>

During and after employment, the Employee shall not use or disclose the Company's Confidential Information (as defined in this Agreement) except for the Company's business or as required by law.<sup>3</sup>

Each restriction in this clause is separate, and if any is held unenforceable the others shall continue to apply.

- 1. A bar on joining a competitor after employment ends is void under section 27 of the Indian Contract Act, however short or local it is. Courts enforce a non-compete during employment, not after it.*
- 2. Courts are divided on post-employment non-solicitation. Keep it narrow — limited in time, and to people the employee actually dealt with.*
- 3. Protect what the law does protect: confidential information and trade secrets, during and after employment.*

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