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LEGAL FRAMEWORK IN ONLINE DISPUTE RESOLUTION FOR CORPORATE GOVERNANCE: A COMPARATIVE STUDY OF INDIA AND THE UNITED STATES IN THE ERA OF DIGITAL COMMERCIAL JUSTICE

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I. ABSTRACT

This research examines Online Dispute Resolution (ODR) as an emerging mechanism for transforming corporate and commercial dispute resolution and strengthening corporate governance in digitally enabled markets. It undertakes a comparative legal study of India and the United States to assess whether ODR can deliver faster, more cost-effective, and legally enforceable outcomes for shareholders, investors, creditors, companies, and other stakeholders while preserving procedural fairness, transparency, confidentiality, and data security. The study adopts a doctrinal and comparative approach by analysing statutes, regulatory circulars, judicial precedents, institutional practices, and selected ODR platform models. It contrasts India's increasingly regulator-led framework, particularly SEBI's securities-market ODR mechanism, with the United States' more contract-driven and market-oriented ADR ecosystem, where private institutions and digital platforms play a central role. The paper identifies three central conditions for effective corporate ODR. First, ODR outcomes must rest on clear statutory and contractual foundations concerning enforceability, consent, electronic records, and limited but meaningful judicial review. Secondly, algorithmic tools used in digital dispute systems must be supported by transparency, human oversight, auditability, and safeguards against bias so that efficiency does not undermine due process. Thirdly, corporate ODR requires lawful and secure cross-border data governance, particularly where sensitive commercial records, investor information, and confidential communications are processed through digital platforms. On this basis, the paper proposes a model

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ODR clause for corporate governance documents, an algorithmic transparency protocol, and targeted policy recommendations for regulators, ADR institutions, and corporate boards. By integrating legal, technological, and governance perspectives, the study offers practical guidance for the responsible adoption of digital dispute-resolution mechanisms in the era of digital commercial justice.

II. KEYWORDS

Online Dispute Resolution (ODR); Corporate Governance; Digital Commercial Justice; Algorithmic Transparency; Alternative Dispute Resolution (ADR).

III. INTRODUCTION

The increasingly digital nature of world trade has greatly altered both what corporate arguments are, and how difficult they are to deal with. As companies more and more do business using digital systems and in countries all over the world, the usual ways of solving arguments in courts often can't give solutions that are quick and don't cost too much. This changing business world has caused Online Dispute Resolution – or ODR – to become more and more important; it's an extension of Alternative Dispute Resolution, using technology to help with talks, mediation and arbitration via digital tools and websites.[3] ODR began to be created to solve problems from buying and selling things online, but has slowly begun to include more complicated business and corporate arguments.[4]

Good ways of solving arguments are really important within the ways companies are run, to be certain people are responsible for what they do, to defend the interests of those who own shares, and to keep investors sure of things. Arguments in corporations can come about from arguments between shareholders, dealings in stocks and shares, what contracts say people must do, or not following the rules. Getting these arguments solved

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[3] Ethan Katsh & Janet Rifkin, Online Dispute Resolution: Resolving Conflicts in Cyberspace 1–6 (Jossey-Bass 2001).

[4] Ethan Katsh, Online Dispute Resolution: Some Implications for the Emergence of Law in Cyberspace, 10 Lex Electronica 1, ¶¶ 5–8 (2006).

quickly is necessary to keeping companies stable and the markets proper[5]. Because of this, ODR has shown itself to be a good way of dealing with many of the problems with the usual ways of solving arguments, mainly by shortening delays in the process and lowering the costs of going to law.

The legal and institutional growth of ODR is very different in different areas. In India, new legal steps mainly those put in place within the market for securities – have tried to make online ways of solving arguments between investors and corporations proper, using well-organised digital systems[6]. These steps show a legal attempt to put technological innovation into the existing ways of solving arguments, while also making sure that legal control is in place. Unlike this, in the United States, ODR has largely grown through private arbitration organisations, what contracts say about solving arguments, and technology platforms based on the market.[7] This spread, without central control, shows the more general American stress on the right of parties to make their own decisions, and freedom in contracts, within the world of ADR.

Despite the good things it could do, putting ODR into solving corporate arguments brings up a number of important legal worries. Questions about whether the results of online arbitration can be enforced in law, how open the systems which manage arguments using algorithms are, and protecting the private information of corporations have become central to current legal arguments about ODR[8]. Solving these worries needs a careful look at the legal structures which control ODR, and how well they fit with ideas of fairness in process, proper legal process, and being responsible for what a corporation does.

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[5] Organisation for Economic Co-operation and Development (OECD), G20/OECD Principles of Corporate Governance 15–18 (OECD Publ'g 2015).
[6] Securities and Exchange Board of India, Online Dispute Resolution Mechanism for the Indian Securities Market, Circular No. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 (July 31, 2023), ¶¶ 3–6.
[7] Thomas J. Stipanowich, ADR and the "Vanishing Trial": The Growth and Impact of "Alternative Dispute Resolution," 1 J. Empirical Legal Stud. 843, 867–70 (2004).
[8] Pablo Cortés, Online Dispute Resolution for Consumers in the European Union 23–28 (Routledge 2011).

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Therefore, this paper does a comparative legal study of the legal structures which control Online Dispute Resolution in corporate situations in India and the United States. The study looks at the legal organisation, what courts have said, and the practices of institutions which shape ODR in both areas. By looking at these structures, the paper aims to find the main problems and put forward suggestions which might make ODR ways of solving arguments stronger within the ways companies are run.

A. Research Objectives

The present research is guided by the following objectives:

1. To examine the legal and institutional framework governing Online Dispute Resolution in corporate and commercial disputes in India and the United States.
2. To assess the enforceability of ODR outcomes, including online mediation settlements and arbitral awards, within the existing arbitration and electronic contracting regimes of both jurisdictions.
3. To evaluate the role of ODR in strengthening corporate governance by improving access to timely, cost-effective, and procedurally fair dispute resolution for shareholders, investors, creditors, companies, and other stakeholders.
4. To analyse the legal challenges arising from algorithmic transparency, human oversight, data protection, confidentiality, and cross-border data governance in corporate ODR mechanisms.
5. To propose practical legal and policy measures, including a model ODR clause and an algorithmic transparency protocol, for the responsible adoption of ODR in corporate governance frameworks.

B. Research Questions

The present study is guided by the following research questions:

1. How do India and the United States differ in their legal and institutional approaches to Online Dispute Resolution in corporate and commercial disputes?
2. To what extent are ODR outcomes, including online mediation settlements and arbitral awards, enforceable under the arbitration and electronic contracting frameworks of India and the United States?
3. What legal safeguards exist, or should exist, to ensure algorithmic transparency, human oversight, auditability, and procedural fairness in ODR systems used for corporate disputes?
4. How do the data protection and privacy frameworks of India and the United States affect confidentiality, cybersecurity, and cross-border data governance in corporate ODR practice?
5. What regulatory and contractual reforms are necessary to integrate ODR responsibly into corporate governance frameworks while protecting shareholder, investor, creditor, and stakeholder interests?

C. Research Methodology

This research adopts a doctrinal and comparative legal methodology. It is based on the analysis of primary legal sources, including statutes, regulatory circulars, judicial decisions, institutional rules, and international instruments concerning arbitration, electronic contracting, data protection, corporate governance, and Online Dispute Resolution. In the Indian context, the study examines the Arbitration and Conciliation Act, 1996, the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and SEBI's framework for online resolution of disputes in the securities market. In the United States context, it analyses the Federal Arbitration Act, judicial precedents on electronic arbitration agreements, and the practices of private ADR institutions using digital dispute-resolution systems.

The study also relies on secondary sources, including books, journal articles, policy reports, institutional guidelines, and scholarly commentary on ODR, ADR, digital justice, and corporate governance. India and the United States have been selected as comparators

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because they represent two distinct regulatory models: India's increasingly regulator-led and sector-specific approach, particularly in securities-market disputes, and the United States' contract-based, market-driven, and institutionally administered approach to arbitration and ODR. The comparative method is used to identify similarities, divergences, regulatory gaps, and possible reform pathways in both jurisdictions.

The research is qualitative in nature and does not involve empirical fieldwork, user surveys, platform-level data analysis, or statistical evaluation of ODR outcomes. Accordingly, its findings are limited to doctrinal, institutional, and policy analysis based on available legal materials and published sources.

D. Literature Review & Doctrinal Foundations

The arrival of Online Dispute Resolution – ODR – has sparked a lot of debate among academics, and especially how it might change the way disagreements are settled in business done using digital tools. The first academic writing on ODR largely concerned problems with electronic trading, where the usual court system wasn't good enough to deal with the increasing number of sales online. Ethan Katsh and Janet Rifkin were two of the first to think of ODR as a way technology could extend dispute resolution, and make it possible to negotiate, mediate, and arbitrate through online services[9]. They showed how using communication tech could alter the basic make-up of dispute resolution by making it easier to get to, quicker, and not affected by where people were.

Later academic work went on from this basis, by looking at the rules and institutional issues of putting ODR into formal law. Pablo Cortés points out that, although digital ways of settling disagreements might help with speed and access, they also create worries about how open things are, how far the process is, and how well things are controlled by rules[10]. Cortés believes that how well ODR works depends on law being able to include

[9] Ethan Katsh & Janet Rifkin, Online Dispute Resolution: Resolving Conflicts in Cyberspace 5–12 (Jossey-Bass 2001).
[10] Pablo Cortés, Online Dispute Resolution for Consumers in the European Union 23–30 (Routledge 2011).

new tech without reducing the rights to a fair process which are normally part of the courts.

A further large amount of work in academic writing looks at how alternative dispute resolution relates to how companies are run. Good systems for settling disagreements are vital in keeping companies responsible and protecting the interests of those who own shares in current company structures. Thomas Stipanowich's well-known study of the growth of ADR in business disagreements shows how arbitration and mediation have become more and more the ways preferred for settling difficult conflicts in businesses.[11] The increasing use of ADR in business shows that ODR could give companies an even quicker way of settling disagreements in digitally joined-up commercial markets.

More recent academic work has also looked at the wider effects of digital technologies on how justice is done. Richard Susskind says that technical innovation is changing legal systems everywhere, and that digital platforms for settling disagreements will probably become central to justice systems of the future[12]. However, Susskind also stresses that the authority of technology-led dispute resolution is based on keeping things open, accountable, and fair in process.

International bodies have also recognised how important ODR is in helping to settle disagreements across national borders. The United Nations Commission on International Trade Law – UNCITRAL – has said that ways of settling disagreements using technology can play a key role in dealing with problems from worldwide electronic trading and international business deals[13]. These changes show a growing international agreement on the need to put digital technologies into frameworks for settling disputes.

Despite the increasing amount of academic writing on ODR, not much attention has been given to its role in how companies are run, especially from the point of view of comparing

[11] Thomas J. Stipanowich, ADR and the "Vanishing Trial": The Growth and Impact of "Alternative Dispute Resolution," 1 J. Empirical Legal Stud. 843, 864–70 (2004).
[12] Richard Susskind, Online Courts and the Future of Justice 64–70 (Oxford Univ. Press 2019).
[13] United Nations Commission on International Trade Law (UNCITRAL), Technical Notes on Online Dispute Resolution U.N. Doc. A/CN.9/887 ¶¶ 6–12 (2017).

legal systems. Most of the writing which exists focuses on settling disagreements of consumers, or general ADR frameworks, and doesn't look at how ODR relates to rules for companies and ways of protecting investors. This study therefore adds to the existing academic work by carrying out a detailed legal comparison of ODR frameworks in India and the United States, and assessing what they mean for the running of companies and the settling of business disagreements.

IV. LEGAL ARCHITECTURE FOR ODR: INDIA

The legal architecture for Online Dispute Resolution in India has developed through a combination of arbitration law, mediation law, electronic-commerce legislation, data-protection norms, and sector-specific regulatory initiatives. Although India does not yet have a single consolidated statute exclusively governing ODR, the existing framework increasingly recognises technology-enabled dispute resolution through arbitration, mediation, electronic records, digital signatures, and online investor grievance-redressal mechanisms.

The Arbitration and Conciliation Act, 1996 remains the principal statute governing arbitral dispute resolution in India. Its party-autonomy-based structure permits arbitration proceedings, document exchange, and hearings to be conducted through electronic means, provided that the basic requirements of consent, procedural fairness, and enforceability are satisfied. Accordingly, online arbitration continues to derive legal validity from the broader arbitration framework.

In addition, the Mediation Act, 2023.[14] is directly relevant to India's ODR architecture because it gives statutory recognition to mediation, including online mediation. The Act seeks to promote institutional mediation, provide for the registration of mediators through the Mediation Council of India, and make online mediation an acceptable and cost-effective process. It also recognises the enforceability of mediated settlement agreements, including settlement agreements resulting from online mediation, subject to

[14] Arbitration and Conciliation Act, No. 26 of 1996, § 5, INDIA CODE (1996).

the statutory requirements of signing and authentication. This development is significant for corporate ODR because mediation is often the first stage in multi-tier dispute-resolution clauses before arbitration. The Act therefore strengthens India's legal foundation for resolving shareholder, investor, contractual, and commercial governance disputes through virtual mediation platforms.[15]

The Information Technology Act of 2000 is another important law backing ODR in India, as it legally recognises electronic records and digital signatures[16]. This recognition is essential to how ODR systems work, because online dispute processes depend a lot on electronic communications, digital paperwork and agreements signed electronically. By giving legal power to electronic records and ways to check digital identities, the Act makes sure agreements and arbitration deals made on digital sites have the same legal effect as papers written in the usual way.

Recently, rules have been changed to further help ODR become part of certain areas of the Indian economy. A good example is the Online Dispute Resolution system brought in by the Securities and Exchange Board of India – SEBI – for arguments in the securities market. In 2023, SEBI put out a notice setting up a joined-up ODR site to help solve disagreements between investors, companies that are listed, and people in the market, using online mediation and arbitration processes[17]. This effort by regulators is very important in making investor protection better, and also in making dispute resolution in the money markets more efficient and easier to get at.

As well as these regulatory steps, India has also seen a number of private ODR sites appear, which give technology-based mediation and arbitration services. These sites use digital case-handling systems, automatic communications tools, and virtual session

[15] Arbitration and Conciliation Act, No. 26 of 1996, § 5, INDIA CODE (1996).
[16] Information Technology Act, No. 21 of 2000, §§ 4–5, INDIA CODE (2000).
[17] Securities and Exchange Board of India, Master Circular for Online Resolution of Disputes in the Indian Securities Market, Circular No. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/145 (Aug. 11, 2023), as amended by SEBI Circular No. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/191 (Dec. 20, 2023).

technologies to make dispute processes simpler. But the power of results from these sites to be legally binding depends on them being recognised under the existing arbitration law.[18]

Despite all this, the legal rules covering ODR in India are still fairly split up. Not having one full law to deal with things like how clear algorithms are, how sites can be held responsible, and protecting data, continues to give regulators problems. However, the total effect of arbitration laws, laws about electronic business, and regulatory steps for particular areas, shows a slow move toward making digital ways of solving disagreements part of how businesses are run in India.

V. LEGAL ARCHITECTURE FOR ODR: UNITED STATES

The body of law which controls Online Dispute Resolution – ODR – in America has come about mostly by way of the wider area of arbitration law, what courts have decided in the past, and what private organisations do, and not via laws made specifically for ODR platforms. American law, as a rule, places a lot of stress on the right of the people involved to choose, and the freedom to make contracts; this lets people who privately contract with each other decide how any arguments will be settled[19]. As a result of this, ODR has come to be as a development in technology of what already existed in alternative ways of settling arguments.

The main law which underpins arbitration in the US is the Federal Arbitration Act – FAA – passed in 1925, which makes agreements to arbitrate enforceable in business deals[20]. Part 2 of the Act says that written agreements to arbitrate in contracts which concern trade between states will be "valid, cannot be cancelled, and will be enforced", only being subject to the normal defences to contracts[21]. Though the FAA came before the modern digital technologies, courts have understood what it says in a wide way, so that

[18] NITI Aayog & Agami, Designing the Future of Dispute Resolution: The ODR Policy Plan for India 25–31 (2021).
[19] Thomas J. Stipanowich, ADR and the "Vanishing Trial": The Growth and Impact of "Alternative Dispute Resolution," 1 J. Empirical Legal Stud. 843, 850–55 (2004).
[20] Federal Arbitration Act, 9 U.S.C. §§ 1–16 (2018).
[21] Id. § 2.

agreements to arbitrate which are in electronic contracts, and terms of service online, can still be enforced. As a result, ODR platforms which work using digital agreements can get legal validity from arbitration sections recognised under the FAA.

What courts have decided in the past has been very important in forming how arbitration rules are used in digital areas. In AT&T Mobility LLC v. Concepcion, the Supreme Court of the USA again made clear the strong national policy in favour of arbitration, by saying that state laws which get in the way of arbitration agreements might be superseded by the FAA[22]. This decision made arbitration sections in deals between consumers and businesses – including those which are in electronic agreements – more enforceable. Courts have also looked at how enforceable online contract terms are in cases like Specht v. Netscape Communications Corp., where the court stressed that people using the service must get reasonable notice of the contract terms for such agreements to be binding[23]. These decisions show how important the courts are in deciding whether arbitration agreements made digitally are valid.

As far as organisations are concerned, the US has a number of well-known arbitration organisations which are increasingly using digital technologies in settling arguments. Organisations such as the American Arbitration Association – AAA – and Judicial Arbitration and Mediation Services – JAMS – provide online case management systems, sending in documents electronically, and virtual hearings which allow arbitration to be done entirely through digital platforms[24]. As well as this, some state courts have tried out online dispute resolution programmes made to help settle certain kinds of arguments through digital platforms.[25]

Despite these developments, the rules which control ODR in the US are still mostly spread out. Rather than depending on one law which covers everything, the American approach depends on arbitration laws, agreements in contracts, and rules for settling

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[22] AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339–44 (2011).
[23] Specht v. Netscape Commc'ns Corp., 306 F.3d 17, 28–32 (2d Cir. 2002).
[24] Am. Arbitration Ass'n, AAA-ICDR Virtual Hearing Guide for Arbitrators and Parties 3–6 (2020).
[25] Ethan Katsh & Orna Rabinovich-Einy, Digital Justice: Technology and the Internet of Disputes 102–08 (Oxford Univ. Press 2017).

arguments made by organisations. Whilst this spread-out model lets for a lot of flexibility and new ideas, it also raises continuing questions about how clear things are, how fair the process is, and how systems for settling arguments driven by technology are governed.

VI. COMPARATIVE THEMATIC LEGAL ANALYSIS

The laws which manage Online Dispute Resolution – ODR – in India and the USA show both important resemblances, and structural distinctions in how they deal with settling arguments in business and trade. Though each of these places allows arbitration and other ways of solving disagreements instead of court, the ways their governments make rules are not the same: in the make-up of organisations, how technology is controlled, and how much the government gets involved. Looking at the main legal aspects – whether decisions can be made certain, agreements and deals, safeguarding data, how clear computer processes are, and what companies must do – gives a good understanding of the ways these legal systems let new technology into dispute settlement.

A. Enforceability and Judicial Review

A main worry when setting up ODR – online dispute resolution – systems is whether the results of solving problems on these digital services can be made to happen in practice. In India, this is mainly because of the Arbitration and Conciliation Act from 1996; it says awards from arbitration are obligatory on the people involved, and can be put into effect as if ordered by a court[26]. The Act lets people have a lot of freedom in how they go about things, so arbitration can be done by email or video call, and the award is still valid. Courts in India have more and more allowed arbitration using technology – especially as court systems moved to digital and remote hearings during the Covid-19 outbreak[27].

However, the United States uses the Federal Arbitration Act, the FAA, as the main law for making arbitration deals and awards from digital problem-solving work[28]. The FAA

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[26] Arbitration and Conciliation Act, No. 26 of 1996, § 36, INDIA CODE (1996).
[27] Gary B. Born, International Commercial Arbitration 168–72 (2d ed., Kluwer Law Int'l 2014).
[28] Federal Arbitration Act, 9 U.S.C. §§ 1–16 (2018).

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very much wants arbitration to happen, and the Supreme Court has regularly confirmed that arbitration parts of normal and digital contracts are enforceable. In AT&T Mobility LLC v. Concepcion, the Court decided the FAA overrides state laws which get in the way of arbitration deals; this makes the arbitration parts of online contracts much more certain to be legally binding[29]. So, this from the courts has helped ODR services to grow, by making sure deals for arbitration in digital contracts remain legal.

B. Consent and Online Contracting

A further important point in ODR administration is whether online deals setting out ways to resolve problems are actually valid. In India, the Information Technology Act of 2000 gives electronic records and digital signatures the force of law; so, deals made using electronic communication can be just as legally sound as those in writing, on paper[30]. This recognition in law is a good legal footing for ODR – because agreements on how to resolve disputes can go in business contracts done electronically.

The US has, in the same way, accepted that contracts made electronically can be made good in the courts. Courts have often supported 'clickwrap' agreements – in which people clearly say they agree to the terms of a contract shown on the internet. But courts have been more doubtful about 'browsewrap' deals, where the terms of a contract are only to be found by following links, and the person using the website isn't clearly told about them. In Specht v. Netscape Communications Corp., the US Appeals Court for the Second Circuit decided that clauses saying disputes must go to arbitration, in badly shown online agreements, might not be enforceable if people weren't properly told about the terms of the contract[31]. These rulings by the courts show how important it is for people to know what they are agreeing to, when making ODR deals that are legally binding.

[29] AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339–44 (2011).
[30] Information Technology Act, No. 21 of 2000, §§ 4–5, INDIA CODE (2000).
[31] Specht v. Netscape Commc'ns Corp., 306 F.3d 17, 28–32 (2d Cir. 2002).

C. Data Protection and Cross-Border Data Governance

The way ODR – online dispute resolution – systems work usually involves getting, keeping, and sending along sensitive business information: things like agreements, accounts, and private company messages. In India, rules about protecting data have, up to now, been in several places, however, newer laws show a bigger and bigger understanding of how vital it is to keep digital details safe. The Digital Personal Data Protection Act of 2023 sets up rules to control how personal data is handled and puts responsibilities on the groups who get and deal with it[32]. Though the law does not deal with ODR platforms directly, what it says about data safety and correctly handling data will probably change how digital ways of settling disagreements are made and run.

In the United States, data protection law remains fragmented, with obligations arising from sector-specific federal statutes and state privacy laws. However, California's privacy framework is particularly relevant to ODR platforms because the California Consumer Privacy Act of 2018, as substantially amended by the California Privacy Rights Act, expanded consumer privacy rights and created the California Privacy Protection Agency as a dedicated regulator. The amended CCPA framework imposes obligations concerning notice, access, deletion, correction, opt-out rights, and handling of sensitive personal information. For corporate ODR platforms operating in or processing data relating to California residents, these obligations may affect how dispute records, investor information, communications, and platform-generated data are collected, retained, disclosed, and secured.

The 2026 CPPA regulations further strengthen this framework by introducing requirements concerning cybersecurity audits, risk assessments, and Automated Decisionmaking Technology. These developments are important for cross-border and platform-based ODR because digital dispute-resolution providers may rely on cloud infrastructure, automated triage tools, document-review systems, or analytics models that process personal and commercially sensitive information. Accordingly, U.S.-linked

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[32] Digital Personal Data Protection Act, No. 22 of 2023, §§ 4–8, INDIA CODE (2023).

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ODR providers should not treat privacy compliance merely as a matter of contractual confidentiality, but as an operational governance issue requiring privacy notices, risk assessments, cybersecurity controls, data-minimisation practices, and clear accountability for automated processing.[33]

D. Algorithmic Transparency and Procedural Fairness

Something a lot of current online dispute resolution – ODR – systems do is employ automated tools and computer programs to deal with how disagreements are sorted out. These technologies can help with things like keeping track of cases, arranging times, looking at paperwork and, in some cases, doing an initial look at the argument itself. Though, as we begin to depend more on these computer systems, people are getting worried about how open they are, who is responsible for them, and whether the procedures are reasonable.

Academics are pointing out that systems which make decisions using algorithms absolutely need to be properly checked, so the automatic steps don't damage the basic ideas of what is right in law. Ethan Katsh and Orna Rabinovich-Einy contend that, whilst technology is able to make dispute resolution quicker, it has to be overseen by people so that it stays credible and just[34]. At the moment, neither India nor the United States has a complete set of rules especially for controlling algorithms in ODR systems. Consequently, things like algorithmic prejudice, how decisions are made being clear, and being able to hold someone to account for what the computer does, are still subjects for lawyers and politicians to argue about.

E. Corporate Governance Implications

The addition of ODR – or online dispute resolution – to how companies deal with disagreements has larger effects on how companies are run. Dispute-solving methods that work well help companies remain steady, because they allow problems between

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[33] California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100–1798.199 (West 2020).
[34] Ethan Katsh & Orna Rabinovich-Einy, Digital Justice: Technology and the Internet of Disputes 102–08 (Oxford Univ. Press 2017).

owners of stock, those who invest, and those who manage the company to be sorted out without delay. When looking at governance, ODR systems can give people with a stake in the company better access to the legal system, as they cut down on process-related obstacles and let arguments be settled more quickly.

In India, moves by regulators – things like the arrival of ODR in the stock market – show a wider push to make investor safety better and to make dispute resolution in finance quicker[35]. In America, the common practice of using arbitration in business deals has for a long time been a way to deal with company disagreements outside of the normal courts[36]. However, people who disagree with this have said that needing to use arbitration can sometimes stop people who have a stake in the company from going to courts, which makes people worry about openness and responsibility in the way companies are governed.

All in all, looking at these two countries together shows that though both India and the US can see what is good about ODR, the rules they have are different because of the kinds of institutions they have. India's new way of doing things shows more and more of the government getting involved and steps taken for particular sectors; the American system still depends a lot on what contracts say and on private organisations for solving disagreements. It's important to know what these differences are, to make good plans for regulation that can add new technology to how companies solve disagreements, whilst also protecting basic ideas of what is just and what people can be held to account for.

VII. MODEL ODR CLAUSE & ALGORITHMIC TRANSPARENCY PROTOCOL

As more and more businesses start to use Online Dispute Resolution – ODR – it's vital to create standard sections for contracts, and ways to manage things, so disputes are dealt

[35] Securities and Exchange Board of India, Online Dispute Resolution Mechanism for the Indian Securities Market, Circular No. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 (July 31, 2023), ¶¶ 3–9.
[36] Thomas J. Stipanowich, ADR and the "Vanishing Trial": The Growth and Impact of "Alternative Dispute Resolution," 1 J. Empirical Legal Stud. 843, 850–55 (2004).

with fairly, can be made legally binding, and have tech issues properly taken care of. In lots of places, the arbitration bits in business contracts are the reason companies use something other than normal courts to solve disagreements. With business deals going digital at a greater rate, adding ODR sections to contracts which are plain and can be upheld in law is able to make settling arguments a lot quicker and easier for people to get to.[37]

A. Model ODR Clause for Corporate Agreements

For clarity and to be able to enforce them, business deals with digital ways to sort out disagreements ought to have a plainly written ODR section. This section needs to state exactly what steps, what rules from an organisation, and what tech is used in the process of dealing with the disagreement. An example of such a section could go like this:

"Any disagreement, argument, or demand coming from, or connected to, this deal – including how it's understood, carried out, broken, or ended – will be settled by Online Dispute Resolution, or ODR. Both sides to the deal agree that the disagreement will first go to online talks with a middle-person, run by a recognised digital disagreement-solving service. If the disagreement isn't solved by talks within a set time, it will go to online judging, done as per the judging rules and law that apply to this deal. The judging could happen via virtual meetings and things sent in electronically, and the final result of the judging will be accepted by both sides."

This kind of section shows the generally-approved 'several-stage disagreement-solving' method, which pushes for talks or middle-person talks before judging. Putting in clear rules about the law in charge, where the judging takes place, and the organisation's rules helps make sure that results from ODR processes can be enforced by country-level judging laws and worldwide enforcement deals.[38]

[37] Gary B. Born, International Commercial Arbitration 152–56 (2d ed., Kluwer Law Int'l 2014).
[38] Michael J. Moser & Chiann Bao, International Arbitration in the Asia-Pacific 89–92 (2d ed., Oxford Univ. Press 2018).

One more key part of a good ODR section is the need for knowing, and clear, approval. Courts in a number of areas have stressed that deals for judging which are in digital deals must be shown clearly to people making the deal. In Specht v. Netscape Communications Corp., the US Court of Appeals for the Second Circuit said that online deal terms might not be enforceable if users aren't given reasonable warning of the judging terms[39]. So, ODR sections in business deals should be shown clearly and need a clear 'yes' from people making the deal.

B. Algorithmic Transparency Protocol

Because online dispute resolution – ODR – systems are using more and more automation, and computer programs, to deal with how disagreements are settled, issues of openness and responsibility are now really important to whether people consider digital ways of solving problems to be proper. Programs can help sort cases, pick mediators or arbitrators, go through papers people put in, or even help people come to an agreement. Though these sorts of things can make things go quicker and cut down on how long things take, using them also causes worry about possible unfairness, things being hard to understand, and not being able to hold anyone to account when decisions are made.

People who study this have said that how well technology-based systems to sort out disagreements are accepted depends on keeping a good level between how well the technology works and how fair the steps in the process are. Ethan Katsh and Orna Rabinovich-Einy have pointed out that while digital systems may make solving disagreements simpler, a person must always be involved in ODR systems to be certain that what is done automatically doesn't go against what is right and fair[40].

To address these risks, ODR platforms should adopt an algorithmic transparency protocol containing minimum safeguards.

[39] Specht v. Netscape Commc'ns Corp., 306 F.3d 17, 28–32 (2d Cir. 2002).
[40] Ethan Katsh & Orna Rabinovich-Einy, Digital Justice: Technology and the Internet of Disputes 95–103 (Oxford Univ. Press 2017).

First, platforms should disclose whether automated tools are used for case triage, document review, settlement recommendations, mediator or arbitrator selection, or other procedurally significant functions.

Secondly, parties should be informed of the general logic, purpose, and possible impact of such tools, without requiring disclosure of confidential source code or trade secrets.

Thirdly, no materially significant procedural or substantive outcome should depend exclusively on automated processing without meaningful human oversight.

Fourthly, platforms should maintain secure audit trails showing when automated tools were used, what inputs were considered, and whether a human decision-maker reviewed the output.

Fifthly, where automated tools affect parties' rights or procedural position, parties should have a clear opportunity to request human review or challenge the use of the tool.

This protocol is consistent with emerging privacy and technology-governance trends, particularly the CPPA's 2026 regulations on Automated Decisionmaking Technology, risk assessments, and cybersecurity audits. Although those regulations are not ODR-specific and apply only within their statutory scope, they demonstrate that algorithmic governance is increasingly becoming a binding legal compliance issue. Corporate ODR frameworks should therefore anticipate similar expectations by building transparency, risk assessment, cybersecurity review, bias-control safeguards, and human accountability into the design of digital dispute-resolution systems.

Putting these 'program openness rules' in place doesn't only make people have more faith in digital systems for solving disagreements, but it makes the results of ODR stronger and more acceptable within the rules companies use to govern themselves. As ODR goes on being developed, making standard things to put in contracts and rules for how technology is governed will be necessary to make certain that new ways of solving disagreements still agree with the basic ideas of fair steps in a process and being legally responsible.

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VIII. POLICY RECOMMENDATIONS & IMPLEMENTATION ROADMAP

The increasing use of Online Dispute Resolution – ODR – inside the way companies deal with disagreements offers big chances to make commercial justice more effective, easier to get to, and cheaper. But looking at India and the United States together shows that actually making ODR work well needs a sensible set of rules that gets the right balance between new technology and the ways things are normally done to protect people's rights. So, a number of suggestions for policy can be put forward to make the legal structure controlling ODR in the area of how companies are run, stronger.

To start, areas under the law should think about creating full, official acceptance of ODR ways of dealing with problems within the present laws about arbitration and solving disagreements. Although India and the US at the moment depend on wider laws about arbitration to make sure results from solving disagreements online are acted on, clearly making ODR legal would improve legal safety and lessen any doubt about whether online hearings, sending in evidence in electronic form, and deals agreed to with digital signatures are legally acceptable[41]. This making clear in law would give companies and people who invest money more trust to use ODR ways of dealing with problems in business deals.

Second, the bodies which make rules should set up standards for ODR services – especially about being fair in process, protecting data, and computer security. Because ODR systems depend a lot on digital structure for sending and keeping safe sensitive business information, those who make rules must make sure services follow strong rules about protecting data and computer safety.[42] Clear rules about how data is processed, what ways of coding are used, and how long information is kept, would help lessen possible risks linked to solving disagreements online.

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[41] Arbitration and Conciliation Act, No. 26 of 1996, §§ 18–24, INDIA CODE (1996); Federal Arbitration Act, 9 U.S.C. §§ 2–4 (2018).
[42] Pablo Cortés, Online Dispute Resolution for Consumers in the European Union 65–72 (Routledge 2011).

Third, governments and organisations which solve disagreements should push for openness and being answerable in systems which manage disagreements using algorithms. As ODR services more and more use automatic tools to help with solving disagreements, making sure these technologies are open is necessary to keep the public's trust in systems of digital justice. Academics have stressed that systems using algorithms in solving disagreements must be under watch systems able to find possible unfairness and make sure process is fair[43]. Making rules which demand that the rules algorithms use for making decisions are shown and allowing independent checking of these systems would be an important step to protecting the honesty of ODR processes.

Fourth, people who make policy should encourage cooperation between the public sector and the private sector in creating ODR structure. In both India and the US, private organisations and companies which provide technology have played a large part in moving digital systems for solving disagreements on. By helping cooperation between bodies which make rules, organisations which solve disagreements and technology developers, governments can speed up the making of ODR services which are reliable and people can get to, while making sure these systems stay in line with legal and moral standards.

Finally, putting ODR into practice should be done in stages, by a system of organisations, starting with particular types of disagreements between companies and in business which are especially suited to digital ways of solving problems. Disagreements about what contracts mean, complaints from investors, or business claims of less value could be good places to start ODR work. If it works in these areas, it could later make it easier to more widely accept digital ways of solving disagreements in the way companies are run.

In conclusion, how well ODR does in the running of companies in the future will depend on creating rules which effectively put new technology together with well-established

[43] Ethan Katsh & Orna Rabinovich-Einy, Digital Justice: Technology and the Internet of Disputes 115–20 (Oxford Univ. Press 2017).

ideas of correct process and being legally responsible. By taking on sensible policy strategies and protections for organisations, areas under the law can make use of the benefits of ODR while keeping the lawfulness and fairness of systems for solving company disagreements.

IX. CONCLUSION

The swift progress of digital technologies has really changed how business and company disagreements are handled. Online Dispute Resolution – ODR – is a key step on from the usual ways of avoiding court, giving companies and those involved in them a way to deal with arguments which is better, easier to get at, and works well with technology[44]. Because world trade is more and more done on the internet, putting ODR into how companies are run is now both what must happen and will happen.

This research's comparing of countries shows that India and the United States have taken different, but fitting together, ways to create ODR systems. India's laws show more and more of the government getting involved in rules – in particular, through things for certain areas, like putting in digital ways of settling arguments in the share market[45]. The United States, on the other hand, has mostly depended on what agreements between parties allow, on arbitration which institutions organise, and on courts making sure agreements to arbitrate made on computers are legal, to help ODR systems grow[46].

Even though these two places have these different ways of setting things up, they both have the same problems to do with how clear the way computer programmes make decisions is, how to keep safe the private details of companies, and how to be certain that the way things are done in digital arguments is fair. Dealing with these needs laws which

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[44] Ethan Katsh & Janet Rifkin, Online Dispute Resolution: Resolving Conflicts in Cyberspace 1–6 (Jossey-Bass 2001).
[45] Securities and Exchange Board of India, Online Dispute Resolution Mechanism for the Indian Securities Market, Circular No. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 (July 31, 2023), ¶¶ 3–9.
[46] AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 339–44 (2011).

make sense, and can balance new technology with the well-known legal rules about arbitration and settling arguments.

In the end, how ODR goes on developing will be based on law systems being able to change with technology, whilst keeping the important ideas of fairness, being responsible, and correct legal process. If countries make plain rules and openly controlled tech, they can make certain that ODR is a good, and legally right, tool for settling company arguments in the internet age.

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