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## **Authors and Acknowledgments**

### **Authors:**

**Rakshita Goyal, Lakshita Handa, and Namrata Mukherjee** are Senior Resident Fellows with the Legal Design and Regulation team at the Vidhi Centre for Legal Policy.

**Sunetra Ravindran** is a Senior Resident Fellow and Team Lead with the Legal Design and Regulation team at the Vidhi Centre for Legal Policy.

### **Survey Team:**

**Gajendra Rai** is the Founder and Director, Research at CMSR Consultants.

**E.C. Beena** is the Senior Research Manager at CMSR Consultants.

**Amrita Mazumdar** is a Research Associate at CMSR Consultants.

The authors would like to thank **Vibhuti Rao** for her research assistance.

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This report has been designed by **Kunal Agnihotri**, an independent designer.

## Acronyms

<b>FGD</b>	Focus Group Discussion
<b>GATT</b>	General Agreement on Tariffs and Trade
<b>IDI</b>	In-depth Interview
<b>NCR</b>	National Capital Region
<b>PLM</b>	Plain Language Movement
<b>RTE Act</b>	The Right of Children to Free and Compulsory Education Act, 2009
<b>SARAL</b>	Simple, Accessible, Rational and Actionable Legal Documents

# Executive Summary

## A. Background of the Study

The formalism and complexity of traditional legal language has historically created a disconnect between the general public and the legal community. Since the accessibility of laws and legal documents is the cornerstone of a citizen-centric governance model, countries such as the USA, Canada and Australia have embraced the Plain Language Movement to simplify legal documents, such as laws and consumer contracts. The Vidhi Centre for Legal Policy's SARAL Initiative—to draft Simple, Accessible, Rational and Actionable Legal Documents—also seeks to address this gap.

To bolster this vision, Vidhi has conducted India's first public survey to gauge public perception of legal documents and assess the need for simplification. The survey was conducted in partnership with CMSR Consultants, by engaging with legal professionals and the general public across three locations: Bengaluru, Delhi, and the NCR. The respondents were presented with the original, Standard versions of a rent agreement, a judgement and an excerpt from the Right of Children to Free and Compulsory Education Act, 2009, along with their simplified SARAL versions. They had to compare these on the basis of metrics such as comprehensibility, recognition and credibility, and precision.

## B. General Public on Simplifying Indian Laws and Legal Documents

This prong of the survey utilised a close-ended, structured questionnaire to explore public perceptions surrounding the complexity of Indian legal documents and the necessity for their simplification. The data highlighted the significant challenges faced by individuals in understanding and accessing legal documents. A majority of respondents (51%) reported rarely encountering legal documents and 45% rated their comprehension of such documents as 'average'. A significant 76% of the respondents stated that they struggled to understand legal documents, primarily due to legal jargon, lack of knowledge and document length. The complexity of legal documents had substantial negative consequences for the general public as 73% respondents indicated experiencing difficulty exercising their legal rights, leading to decreased trust in the legal system. 69% of these respondents indicated incurring financial losses due to the convoluted and ambiguous nature of traditional legal drafting.

An overwhelming 98% of the respondents believed that legal documents should be simplified. They suggested using simple English, clear explanations, and concise formatting to enhance accessibility. There was also strong public support (91%)

for initiatives aimed at simplifying legal documents. The public saw simplification as a means to empower citizens, deepen democracy, and bridge the gap between the legal community and the general public.

### C. Legal Professionals on Simplifying Indian Laws and Legal Documents

Legal professionals' views regarding simplification were gathered both through structured questionnaires and IDIs. 74% of the respondents said that legal documents can be ambiguous, with the language used in these documents being responsible for this. Respondents across various specialisations unanimously advocated for the simplification of legal documents, with 91% of the legal professionals saying that this was crucial to enhance their accessibility and comprehensibility for the average person. They agreed that simplifying legal language could break down structural barriers, making the law more approachable for litigants, particularly those from remote or economically vulnerable areas.

Lawyers emphasised that current legal language is challenging even for legal professionals, complicating research and increasing the time spent drafting and reviewing documents. Simplification could alleviate these issues, improving efficiency for both legal professionals and clients. Additionally, clear legal language would reduce ambiguity, potentially decreasing judicial backlogs by streamlining the interpretation of laws and judgments.

While simplification was considered to be crucial by most legal professionals, they simultaneously expressed concern over the need to balance clarity and precision with effective legal communication. They noted that the formal tone of traditional legal

language and the credibility associated with legalese deterred some legal professionals from embracing simplification.

### D. Legal Professionals' and General Public's Insights on the 'Rent Agreement'

Both the general public and the legal professionals found the SARAL version of the rent agreement easier to understand as compared to the Standard version. This was due to its organised structure, clear subheadings, and simple language. In terms of the drafting process, the general public felt that the SARAL version required more time and skill to draft due to its user-friendly format. Legal professionals, on the other hand, believed that drafting the Standard version would be more challenging and time-consuming due to its complex language and detailed clauses.

Many members of the general public indicated that they would feel more confident signing the SARAL version as they were able to understand it better. In contrast, legal professionals felt that the Standard version might inspire more confidence due to its perceived legitimacy. Perceptions of credibility were also split. A portion of the general public viewed the Standard version as more credible due to its complexity and legal jargon, associating intricate legal documents with greater authenticity and authority. Another significant portion found the SARAL version more credible because of its clarity and accessibility.

While some legal experts acknowledged the Standard version's value in specific contexts, the overall preference strongly leaned towards the SARAL version for its effectiveness in communicating legal terms in a straightforward and accessible manner.

### E. Legal Professionals' and General Public's Insights on the 'Judgement'

Both the general public and the legal professionals preferred the SARAL version of the judgement for its improved clarity, structure and accessibility as compared to the Standard version.

Participants were divided on the drafting difficulty of each version. Some believed that the SARAL version, with its clear and detailed clauses, might be more challenging to write, while others thought the complexity of the Standard version made it harder to draft. Legal professionals also had mixed opinions on this matter. Some felt that simplifying language demands more effort and precision, making the SARAL version more challenging to draft. Others argued that the traditional complexity of the Standard version is inherently difficult to produce.

Participants generally perceived both the SARAL and the Standard versions as equally credible. However, they acknowledged that the Standard version might appear more legitimate due to its complex language, traditionally associated with legal documents. Most legal professionals considered both versions equally credible, with a corporate lawyer noting that in the context of judgments, credibility is typically assured with the judge's name and the formal structure of the document.

### F. Legal Professionals' and General Public's Insights on the 'RTE Act'

The SARAL version of the RTE Act was preferred over the Standard version for its clarity, simple language, and user-friendly format. The general public especially appreciated the use of headings and

demarcated sections in the SARAL version, which improved accessibility.

Legal professionals, on the other hand, reported minimal differences in their understanding between the two versions due to their familiarity with legal terminology and drafting. They noted that maintaining a detailed legal structure for accurate judicial use was necessary to ensure that essential legal nuances are not lost in the process of simplification. Both groups agreed that drafting the SARAL version would have been more challenging due to the need to balance simplicity with legal accuracy.

In terms of credibility, most participants found the SARAL version more believable and preferable due to its simplicity. However, some participants associated the complexity of the Standard version with legal authority and credibility. Legal professionals, on the other hand, affirmed the credibility of both versions, recognising that clarity and accessibility do not undermine the document's validity.

### G. Conclusion

The findings indicate a strong public preference for simplified legal documents, with the SARAL versions being favoured for their clarity and ease of understanding. Legal professionals also acknowledged the benefits of simplification, noting that clearer language could enhance efficiency and accessibility.

The study also revealed that while there is broad support for simplifying legal language, achieving a balance between simplicity and legal precision remains crucial. The challenge lies in ensuring that simplified documents do not compromise essential legal nuances while making legal information more accessible.

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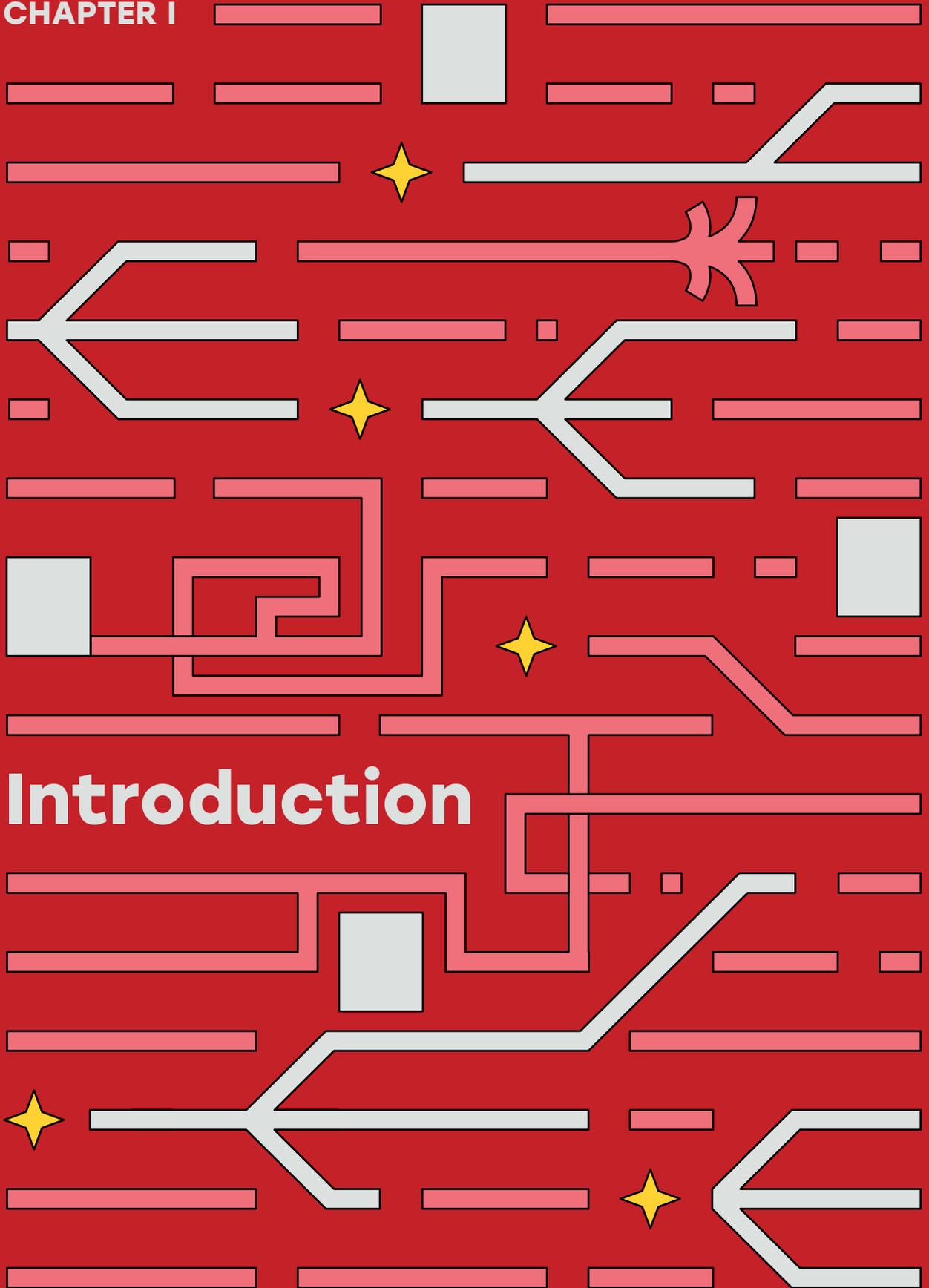
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CHAPTER I



Introduction

## Background

Historically, legal language has been characterised by its formalism and complexity, rooted in Latin phrases, archaic terminology, verbosity, and convoluted sentence structure. This tradition of legalese has perpetuated the perception that law is an esoteric field, accessible only to trained professionals. Over time, this has led to a significant disconnect between legal texts and the average person, undermining the principle that the law should be understood by all those it governs.

Legal documents are the cornerstone of a functioning society. They are ubiquitous and govern almost all aspects of our lives, from communicating individual rights and obligations to laying down the terms of corporate transactions and governmental policies. It is the complexity of legalese that has become the core of these texts that often renders these documents inaccessible to the general public. This ends up defeating the goal of the rule of law as it results in a citizenry that is not aware of their rights and duties and ultimately creates barriers to compliance. The need for simple and accessible legal drafting is thus paramount to ensure that laws and legal documents are comprehensible, and for promoting transparency, accountability, and justice.

Despite this, there has been an unwillingness to adopt simple and accessible drafting practices. The root cause of such hesitancy is the presumption that simple drafting of laws will compromise the legal nature of such documents by affecting their precision and accuracy. Opponents argue that simplicity in legal documents and precision and certainty of content are competing goals.<sup>1</sup> While accessibility of legal documents is a desirable objective, simple drafting through

the use of standard English leads to ambiguity. Legalese, after all, has developed over centuries and has come to acquire specific meaning through repeated use and interpretation by courts.<sup>2</sup>

However, the precision versus clarity debate is often misleading. Plain language is usually more precise than the traditional legal style—it is just that the imprecision of legalese is harder to spot. It is upon the drafter to ensure that the use of simple language communicates the legal intention of the text clearly and simultaneously preserves the document's integrity. A shift in drafting norms can go hand in hand with preserving legislative or legal intent. While law is a complex field, there is a duty on the part of lawmakers and lawyers to ensure that the objective of the law and legal documents generally is achieved. One of these objectives is ensuring that the average person that interacts with legal documents is aware of the norms that govern their day-to-day lives.

It is in this context that the plain language movement was born in the 1970s in many common law countries. It started with several iconic moments, such as a bank in New York issuing a plain language promissory note in 1975 and a symbolic burning of printed copies of complex laws and regulations outside Westminster in London. Consumer rights organisations

**The Plain Language Movement emerged in the 1970s in response to the dissatisfaction with legalese, with the aim of making legal documents accessible for every person.**

1 Stephen Hunt, 'Drafting: Plain English versus Legalese', (1995) *Waikato Law Review*, p. 171.

2 *ibid.*

have been at the forefront of this movement by continuing to challenge the proverbial “small print” in documents such as insurance policies. The movement has expanded over the years to cover the public sector. For example, the United States’ Plain Writing Act of 2010 mandates that federal agencies use clear communication which the public can understand and use. Similarly, many countries around the world, such as Australia, the United Kingdom, New Zealand and Canada, have recognised the importance of plain language in legal drafting and have implemented reforms to simplify legal texts. The United Kingdom, for example, initiated the Tax Rewrite Project in 1976. This Project aimed to rewrite the UK’s tax laws to ensure they were accessible to the average person. Another example is that of Australia, where parliamentary drafters have committed to adopting plain language practices for legislative drafting.

In India, the plain language drafting movement exists more in theory than practice. In 2018, a private members Bill mandating plain language drafting was introduced in the Lok Sabha but was not passed. However, the need to draft laws in plain language and rid legal documents of legalese has gained momentum over the years. On the occasion of the Supreme Court’s 75th anniversary, Justice Sanjiv Khanna emphasised on the rising cost of litigation and the need to make the legal system citizen-friendly and litigant-driven during his address. He further appealed to the members of the judiciary to draft simple, clear, and brief judgements. At the International Lawyers Conference 2023, Prime Minister Narendra Modi urged that laws should be drafted in simple language to enhance accessibility for the general public. While underscoring the need for simplifying laws to make them more accessible, he also encouraged the use of regional languages in courts.<sup>3</sup>

## The SARAL Initiative

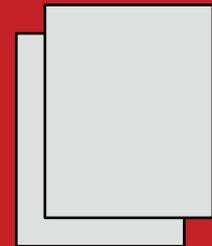
In 2021, the SARAL Initiative was incubated at the Vidhi Centre for Legal Policy (‘Vidhi’) to work towards making simple, accessible, rational and actionable legal documents (SARAL) a reality. In March 2023, we published a discussion draft of ‘The SARAL Manual: A plain language drafting manual for better laws’. The Manual proposes a system of principles intended to guide legislative drafters in developing legal documents that embody the ‘SARAL’ values. It seeks to serve as a starting point for the PLM in India.

The SARAL Initiative is a hub for coordinating action amongst legal professionals, students, academic institutions, governments, and other professionals for the purpose of mobilising stakeholders around the PLM in India. As a part of the SARAL Initiative, Vidhi has conducted several workshops on plain language drafting across law schools in India and partnered with prominent stakeholders to promote the cause of SARAL drafting. With the release of this Survey Report, we seek to continue making an evidence-based claim about the benefits of simple drafting of laws and legal documents and the critical role they play in furthering democracy and the rule of law.

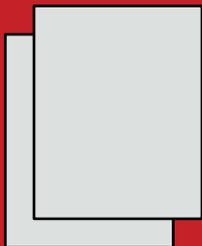
**Multiple prominent public functionaries have called for simplifying complex legalese to make judgements and laws accessible for the average citizen.**

<sup>3</sup> Lakshita Handa and Pragya Singh, ‘Why we must move beyond simplistic approaches to plain drafting’ (Vidhi Centre for Legal Policy, 22 Feb 2024) <<https://vidhilegalpolicy.in/blog/beyond-simplistic-plain-drafting/>>.

CHAPTER II



# Public Survey on the Need for Simple Drafting of Legal Documents in India



Simple and accessible drafting of laws plays a key role in deepening democracy. Laws and other legal documents must be comprehensible to those impacted by them. The case, for simple drafting of laws and other legal documents in India, has been made by several stakeholders including politicians, judges, and lawyers. However, there has been no general public-facing survey to gauge public opinion on the need for, or assumed benefits of simple and accessible drafting of laws and other legal documents. Surveys in other countries reveal that not only members of the general public but legal professionals as well agree that a simple and accessible legal document is not only a better draft but also a more efficient draft.<sup>4</sup>

The PLM, however, is not without detractors. It has been argued that precision and simplicity can sometimes be competing goals. As legalese has developed alongside the law, it is only natural that legalese would be better suited at effectively communicating the nuances of the law.<sup>5</sup> However, evidence demonstrates the contrary. The presumption that simple drafts compromise on the precision of the law has time and again been rebutted by surveys that target members of the legal profession. In fact, surveys have demonstrated the cost and efficiency benefits of simple and accessible legal documents.

The myth that only legalese can effectively communicate the nuances of a legal document was disproven in a field research study<sup>6</sup> involving 86 anonymous individuals who were first presented with a contract using legalese and then a plain English version of the same document. 63% of the respondents with legal training and 80% without legal training noted that the plain English contract was easier to recognise and that the document effectively alerted them to potential legal obligations. Additionally, 91% of the respondents with legal training and 100% without legal training found the plain English draft to be more precise than the original draft due to the breaking down of the contract into clauses, effective use of punctuation and simple language. It was overall agreed that in addition to being easily comprehensible, the plain English contract also promoted efficiency in understanding.

Another large-scale study<sup>7</sup> involving 90 law students and 100 non-lawyers showed similar results. In this test, the examinees were provided with five prose passages of nearly equal length to test comprehension. Within the prose passage, every nth word was deleted and replaced with a standard-sized blank, requiring readers to fill in the blanks and guess which word had been omitted. The inference was that a higher score of correct guesses indicated the ability of the reader to extract the essential meaning of the text and their general aptitude. The results revealed that the non-lawyer group, despite comprising well-educated elite adults, could not adequately understand any passages except the ones drafted in plain English. The law students, on the other hand, understood all passages well.

**Simple drafting does not just make legal documents accessible but also saves time and money.**

4 Joseph Kimble, *Writing for Dollars, Writing to Please: The Case for Plain Language in Business, Government and Law* (Carolina Academic Press 2023).

5 Ian Turnbull, 'Drafting Simple Legislation', (1995) 12 Australian Tax Forum, 249; Stephen Hunt, 'Drafting: Plain English versus Legalese', (1995) Waikato Law Review, 166.

6 Hunt, Stephen --- "Drafting: Plain English versus Legalese" [1995] WkoLawRw 9; (1995) 3 Waikato Law Review 163

7 Robert Benson, *The End of Legalese: The Game is Over*.

Legalese also adds to legal costs seeking interpretative assistance and subsequently, even litigation. Standard form contracts, which are drafted in dense jargon-ridden language, may not be readable for consumers who are their main target audience.<sup>8</sup> Notably, an empirical investigation revealed that the exculpatory clauses used in such contracts, though blatantly illegal, prevented consumers from seeking compensation.<sup>9</sup>

Another study,<sup>10</sup> which sought to assess the efficacy of employing plain language interventions in enhancing comprehension of legal language, gathered data from respondents to identify differences between documents drafted in conventional legal language and those drafted in plain language, through questionnaires. **82.6%** of the sample comprising diverse members of the general public, with varying understanding of legal language, indicated that they had a better understanding of simplified legal language compared to existing legal language.

Each of these empirical studies demonstrates the importance of gauging public perception of legal language while showcasing a collaborative approach between the public and the government to ensure accessibility and transparency.

As part of the SARAL Initiative, Vidhi has conducted India's first public survey to understand the general public's views on the need for simpler and more accessible drafting of Indian laws and legal documents. For this initiative, Vidhi has partnered with CMSR Consultants Pvt. Ltd. ('CMSR

Consultants'), a Delhi-based multi-disciplinary research and communication think tank, to administer the survey.

## Objectives of the Survey

The objective of the survey was to utilise people's perspectives to establish whether laws and other legal documents should be simplified and how such simplification should be done. The overarching principle was that any simplification exercise should be grounded in how such simplification may aid in people's understanding of and accessibility to the concerned document.

The specific objectives of the survey are:

**1**

To gauge the general public's and the legal professionals' views on the need for simple and accessible drafting of Indian laws and legal documents.



**2**

To compare and understand the differences and similarities between the opinions and experiences of the general public and the legal professionals.



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- 8 Stolle, Dennis Paul, "A social scientific look at the effects and effectiveness of plain language contract drafting" (1998). *ETD collection for University of Nebraska-Lincoln*. AAI9839149. <https://digitalcommons.unl.edu/dissertations/AAI9839149>
- 9 Stolle, Dennis Paul, "Standard Form Contracts and Contract Schemas: A Preliminary Investigation of the Effects of Exculpatory Clauses on Consumers' Propensity to Sue" (1997). *Behavioural Sciences and The Law*, Vol. 15, 83-94.
- 10 Marlia, "Plain Language Intervention To Improve Public Understanding of Legal Language: Descriptive Analysis of Controversial Articles In The Job Creation Law" (2024). *Journal of Law and Sustainable Development*, Vol. 12, 1-21.

### 3

To understand the general public's and the legal professionals' perspectives on simplified legal documents by pre-testing three types of legal documents by comparing the SARAL (simplified) versions drafted by Vidhi against their respective Standard versions. The comparison was based on several key parameters: recognition and credibility; readability and comprehension; and precision and accuracy.



### 4

To analyse how simplification aids in comprehension and accessibility of otherwise complex documents.



## Study Locations

The study was conducted across three key locations: Bengaluru, Delhi, and NCR, which includes Noida, Ghaziabad, and Gurugram. Within each location, the sample distribution was strategically planned to ensure comprehensive representation from various areas, capturing diverse perspectives from all parts of the respective cities and regions.

The inclusion of NCR in the survey allowed for the representation of peri-urban (semi-rural) audiences. This was particularly important to complement the predominantly urban audiences represented in Delhi and Bengaluru. The strategic selection of Bengaluru further enhanced the study's

diversity, addressing linguistic variations. While Delhi and NCR are predominantly Hindi-speaking regions, Bengaluru introduced participants from Kannada-speaking communities, enriching the linguistic diversity of the study.

Across all locations, the sample groups were designed to cover a broad demographic spectrum. Participants were selected to reflect variations in gender, age groups, educational backgrounds, and employment statuses, ensuring the study accounted for a wide range of socio-economic factors. This inclusive approach provided a holistic understanding of the surveyed population, capturing nuanced insights across urban, peri-urban, linguistic and socio-economic divides.

## Target Group Overview

The survey was conducted with two primary groups:



#### Group A:

Legal professionals, including judges; and



#### Group B:

Members of the general public

## Study Methodology

### A. Study Design

The study employed a combination of quantitative and qualitative research methods.

1. **Quantitative Research:** Quantitative surveys were conducted among two groups: legal professionals and the general public. The survey for the legal fraternity employed a structured, closed-ended questionnaire administered online to capture their

views on the need for simple and accessible drafting of legal documents. Participants were also asked about their approaches to drafting legal documents. A survey link was shared with legal professionals to facilitate participation, and 46 responses were received.

Similarly, closed-ended questions in the form of a structured questionnaire were administered to **360 general public respondents** to assess their perspectives on the necessity for simplified and accessible drafting of Indian laws and legal documents. The survey also explored their perceptions and experiences regarding legal documents. The sample size of 360 was estimated at a **95%** confidence level with a **5%** margin of error. Efforts were undertaken to select the respondents from all parts of the selected locations. Offline data collection methods were utilised as well. Both the questionnaires are attached in **Annexure 1**.

2. **Qualitative Research:** The qualitative component of the study included IDIs and FGDs to gather detailed insights from legal professionals and the general public.

- **IDIs:** A total of 24 IDIs were conducted with legal professionals.
- **FGDs:** A total of 18 FGDs were conducted among the general public to capture their feedback on both the Standard and the SARAL versions of legal documents. Each FGD had 8-10 participants.

Each IDI/FGD focused on a distinct type of legal document: a rent agreement, a judgement, or a statute. Multiple types of legal documents were selected to deal with the different kinds of legal drafting that people interact with in their daily lives. Two versions of these documents were

utilised: the original Standard version of the document and a SARAL version drafted using SARAL principles.

Both the Standard and the SARAL versions of these three documents are attached in **Annexure 2**.

**Table 1: Achieved Sample by Location and Type of Legal Document**

406 STRUCTURED SURVEY				
<b>360</b> General Public	<b>46</b> Legal			
<b>120</b> Delhi				
<b>120</b> NCR				
<b>120</b> Bengaluru				
18 FGDs (8-10 Participants)				
	RA	RTE	J	O
Delhi	2	2	4	8
NCR	2	2	-	4
Bengaluru	2	2	2	6
24 IDIs				
	RA	RTE	J	O
Delhi	4	5	5	14
NCR	1	1	-	2
Bengaluru	4	1	2	7
Mumbai	1			
<b>RA:</b> Rent Agreement				
<b>RTE:</b> Right to Education Act				
<b>J:</b> Judgement				
<b>O:</b> Overall				

## B. Survey Content Metrics

The survey gathered data on the following points:

**Recognition and credibility:** Identification of the document as a legal instrument and confidence in the document fulfilling its intended function;



**Readability and Comprehension:** Ease of reading and understanding the document and effective conveyance of its contents; and



**Precision, Accuracy, and Clarity:** Clarity and precision of terms and conditions and preservation of the meaning of technical legal terms and their interpretation.



## Data collection procedures

### A. Recruitment of Study Participants

The recruitment of study participants was facilitated by CMSR Consultants, leveraging their existing network and professional recruiters. Recruiters were provided with specific inclusion and exclusion criteria for participant selection in advance. Respondent groups for both the quantitative public survey and FGDs were stratified by urban/peri-urban residence, gender, age group, occupational status, and income brackets. This stratification ensured a nuanced understanding of perspectives across diverse socio-economic backgrounds within each location. The identification and selection of legal professionals for the IDIs and the quantitative survey were facilitated by Vidhi.

### B. Data Collection Procedures

CMSR Consultants hired and trained research assistants to collect quantitative data using the Computer Assisted Personal

Interviewing ('CAPI') method. This was done based on the structured questionnaire. In each location, five research assistants and one field coordinator were engaged to complete the surveys within the stipulated time period. The core study team members provided additional oversight.

The study team conducted qualitative data collection (FGDs and IDIs) in Delhi and NCR, while a mix of locally hired researchers and CMSR in-house researchers were deployed in Bengaluru for the FGDs and IDIs. All FGDs were conducted in-person, while IDIs were conducted using a mix of offline and virtual (Zoom/Microsoft Teams) methods.

The moderation of FGDs was conducted in the following manner:

- Participants were first presented with the Standard version of the selected legal document and given time to review it.
- After reviewing the original Standard version of the document, participants answered a set of questions capturing their overall impressions and understanding of the document's content.
- Next, the participants were provided with the SARAL version of the same document and again asked a set of questions to test impressions and draw comparisons between the two versions.
- The process involved collecting spontaneous feedback without disclosing which version was Standard and which was SARAL to prevent biased responses.
- After evaluating both the Standard and the SARAL versions, detailed discussions based on predefined parameters were conducted.

The research team underwent comprehensive training on the study tools and ethical considerations for conducting research involving human subjects. Participants were provided with clear

information about the survey's purpose and gave voluntary consent before participation. Verbal consent was obtained in the local language, covering aspects such as the study's purpose, voluntary participation, participants' rights, consent for audio recording and note-taking (in the case of FGDs/IDIs), confidentiality, data protection measures, research results, the right to ask questions, and contact information. Data confidentiality and anonymity were assured to promote candid responses.

### C. Data Quality and Management

All primary data collection was done by research assistants who were conversant in the local language and had experience in conducting qualitative interviews. The surveyors ensured data quality at various levels.

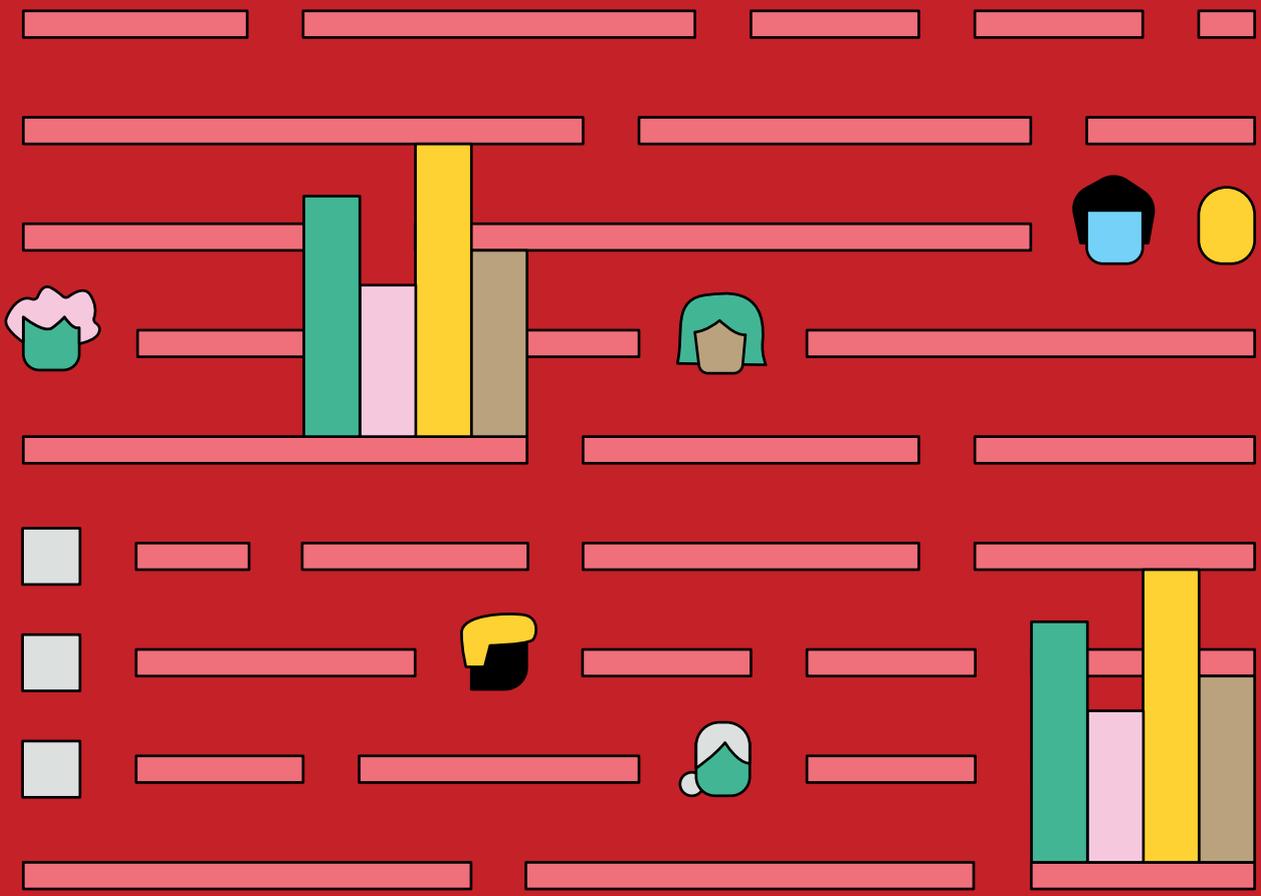
Various quality assurance mechanisms were implemented during this project, including:

- The training sessions for research assistants familiarised them with the data collection schedule and appropriate interviewing techniques for quality data. Mock testing with role-plays was a vital component of the training plan to maintain data reliability.
- Routine data reviews and regular investigator discussions ensured high quality of interviews, and appropriate questioning and delivery were maintained to ensure data quality. Additionally, the core research team either conducted or supported research investigators throughout the data collection phase.
- Each qualitative data gathered was transcribed and further translated into the English language for analytical purposes.
- All documents were stored in password-protected computers which could be accessed by only the study team. After uploading, the audio records from the recording device were deleted.

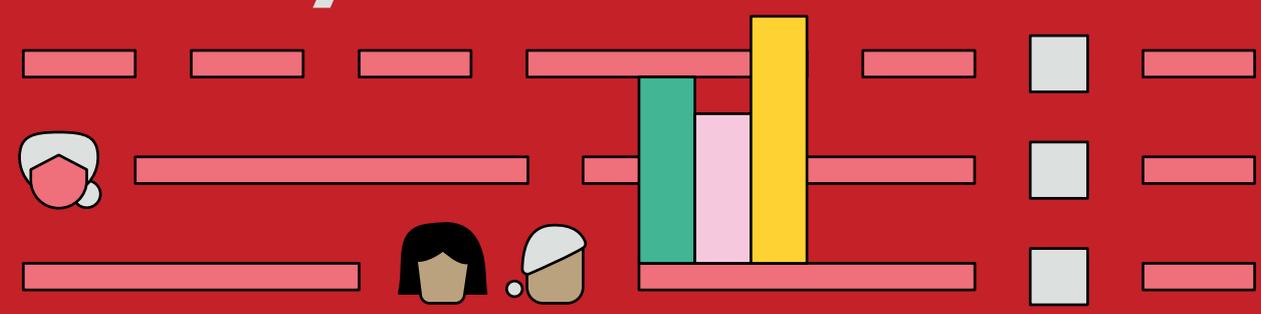
## Data Analysis

The quantitative data from 360 general public respondents and 46 legal professionals was analysed using statistical software ('STATA'). For the qualitative data, insights gathered from IDIs with the legal professionals and FGDs with the general public were analysed using thematic analysis. The data was transcribed, translated, coded, and categorised into themes such as recognition, comprehension, readability, precision, and credibility of legal documents. The analysis compared Standard legal documents with their simplified SARAL versions and highlighted differences in perspectives between the legal professionals and the general public.

The quantitative and qualitative findings were integrated to provide a comprehensive understanding of perspectives on simplified legal drafting. Before conducting the analysis, robust data quality measures were implemented, including validation checks and inter-rater reliability assessments for qualitative data, to ensure accurate representation of participant views.



# Overview of Sample Participants in the Quantitative Public Survey



The quantitative survey conducted in Delhi, the NCR, and Bengaluru among members of the general public had 360 respondents—120 respondents from each of these locations. This section presents the respondents' demographic characteristics such as gender, age group, educational qualification and occupational status.

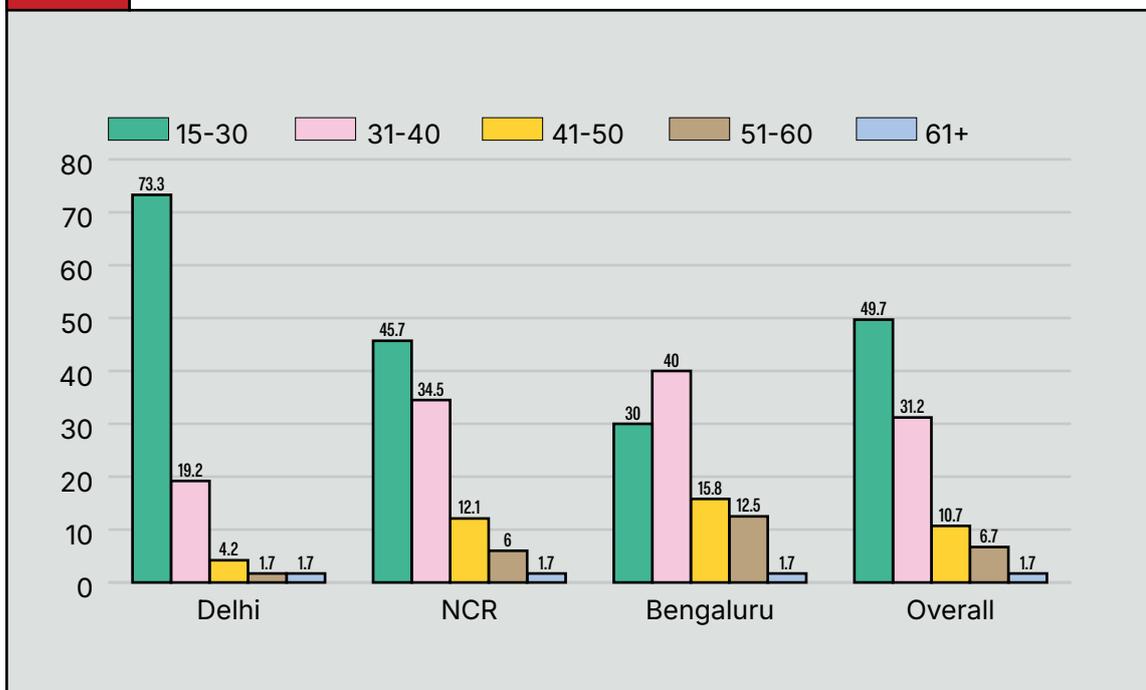
### A. Age Groups

Nearly 50% of the total respondents were in the age group of 18 to 30 years. 31% of the respondents belonged to the 31 to 40 years age group.

The 41 to 50 and 51 to 60 years age groups represented 11% and 7% of the total sample population respectively. In contrast, the 61 years and above age group had the smallest representation at 2%.

Location-wise, Delhi had a predominantly young respondent base, with over 70% of the respondents being in the 18-30 years age group. The NCR showed a more balanced distribution, with significant representation in the 15-30 and 31 to 40 years age groups. Bengaluru had a higher proportion of middle-aged respondents, particularly in the 31 to 40 years and 41 to 50 years age groups, compared to the other locations. The 61 years and above age group was consistently the least represented across all locations, indicating an overall young respondent demographic in this survey.

**FIG 1** Percentage Distribution of Respondents by Age Group



## B. Educational Status

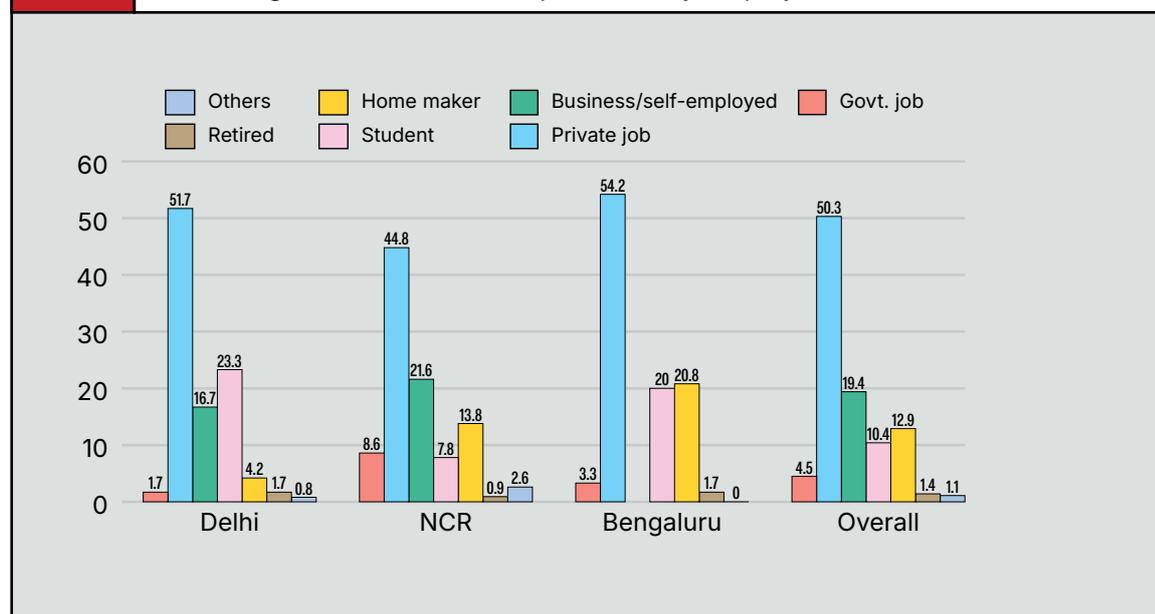
At the aggregate level, 41% of the respondents had completed their graduation and 21% were post-graduates. Those with only high school/secondary qualification were the least represented in the overall sample population at 3%.

**Table 2: Percentage Distribution of Respondents by Educational Status**  
Base (N)=360

Educational qualification	Delhi	NCR	Bengaluru	Overall
Not completed high school	12.5	6.0	5.0	7.9
High school/Secondary	0.0	2.6	7.5	3.4
Intermediate/Sr. Secondary	10.0	20.7	12.5	14.3
Bachelor's Degree	42.5	37.9	43.3	41.3
Postgraduate Degree	19.2	18.1	25.8	21.1
Doctorate	5.8	4.3	1.7	3.9
Professional Degree	9.2	10.3	4.2	7.9
Others	0.8	0.0	0.0	0.3

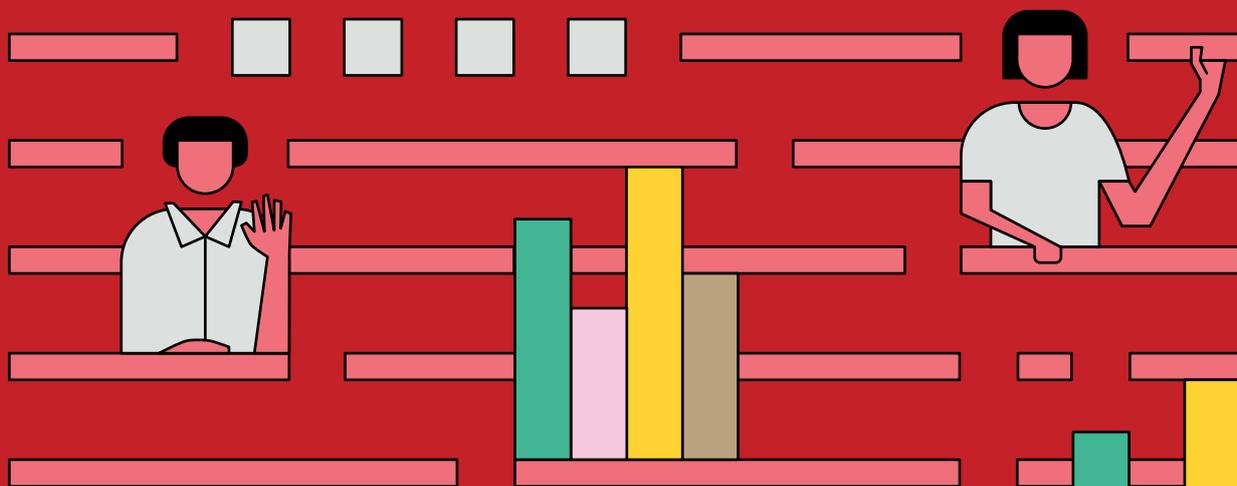
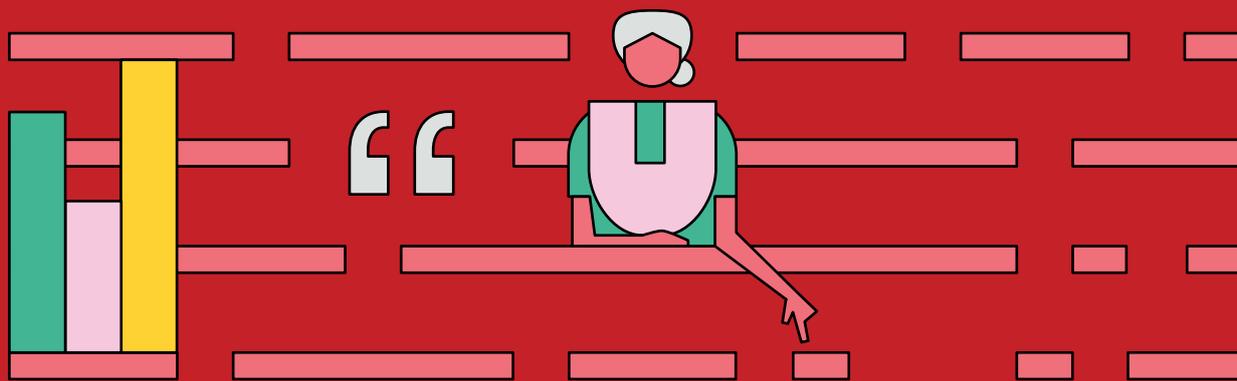
**FIG 2**

Percentage Distribution of Respondents by Employment Status

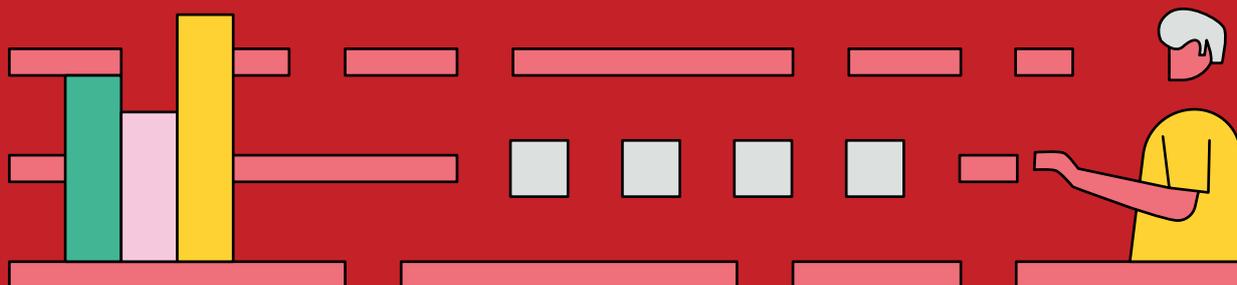


### C. Employment Status

Half of the respondents were employed in the private sector. Bengaluru had the highest representation at 54%, followed by Delhi at 52%, and the NCR at 45%. Business or self-employment was also significant, comprising 19% of respondents. Homemakers accounted for 13%, and students made up 10%. Government jobs were the least common across all locations, with an overall representation of 4-5%.



# General Public on Simplifying Legal Documents

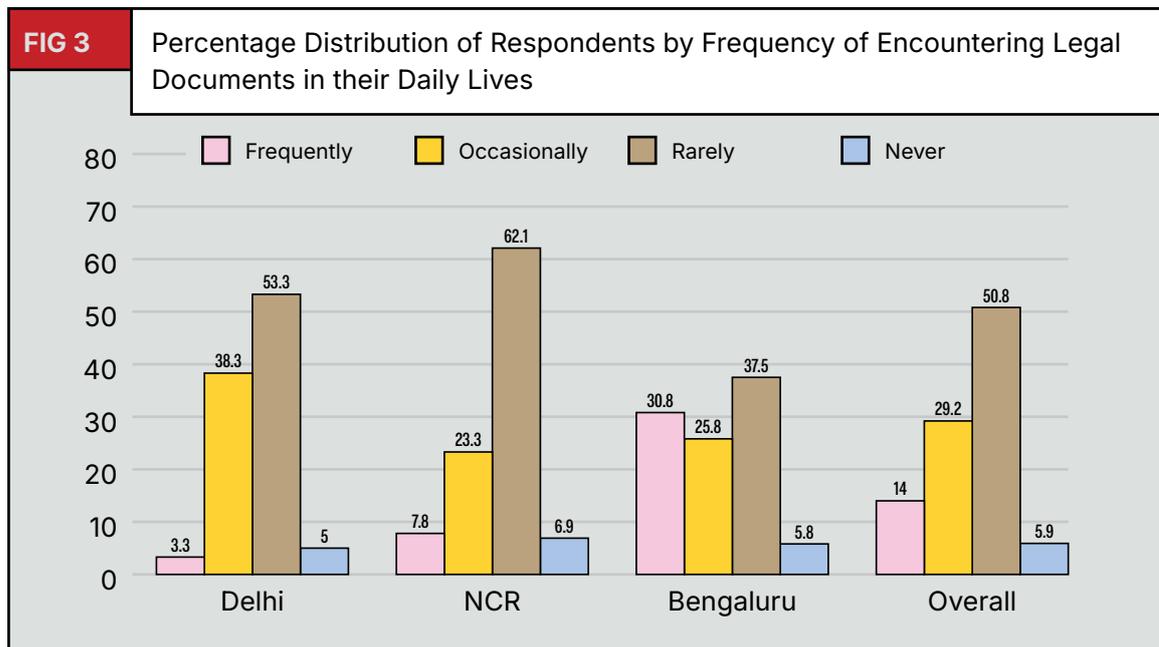


## A. Frequency of Encountering Legal Documents in Daily Life

The data shows that legal documents are not a frequent occurrence for most individuals but are encountered sporadically, making them less familiar with these documents.

The following data provides insights into how often individuals encounter legal documents in their daily lives. Most respondents, across all locations, reported encountering legal documents "rarely," accounting for 51% of the overall responses. Conversely, only 14% of respondents encounter legal documents "frequently," and 29% report encountering them "occasionally." This suggests that legal documents are not a frequent occurrence for most individuals but are encountered sporadically, making them less familiar with these documents.

Analysing the data by location reveals notable differences. In Bengaluru, 31% of respondents encounter legal documents "frequently", significantly higher than the 3% in Delhi and 8% in the NCR. Meanwhile, Delhi and the NCR have a higher proportion of respondents who encounter legal documents "rarely," with 53% in Delhi and 62% in the NCR, compared to 37% in Bengaluru.



Analysis across age groups highlights varying levels of interaction with legal documents. Respondents aged 51 to 60 years were the most likely to encounter legal documents "frequently" (33%), likely due to their increased involvement in formal processes such as property transactions, financial management, or legal matters. In contrast, the 18 to 30 years age group reported the least frequent interaction (6%), which could stem from limited responsibilities or exposure to legal systems. The 41

to 50 years age group exhibited the highest proportion of “occasional” encounters (37%), possibly reflecting a mix of professional and personal engagements with legal documents. Interestingly, individuals aged 60 years and above overwhelmingly reported encountering legal documents “rarely” (67%), suggesting reduced engagement with formal systems post-retirement. Similarly, the younger age groups (between 18 to 30 and 31 to 40 years) also leaned toward the “rarely” category, with 55% and 53% of respondents, respectively, indicating limited interaction.

Frequency of encountering legal documents showed a strong correlation with education levels. Respondents with postgraduate degrees were the most likely to encounter legal documents “frequently” (25%), followed by those who had completed a doctorate (21%), reflecting their greater involvement in formal processes often tied to higher education. Those with professional degrees or bachelor’s degrees reported moderate interaction, with 11% and 14% encountering legal documents “frequently.” In contrast, individuals who had not completed high school education predominantly fell into the “rarely” category (57%), highlighting their limited access to or engagement with legal systems, potentially due to socio-economic or knowledge-related barriers.

Employment status also significantly influenced interactions with legal documents. Respondents in private sector jobs were the most likely to encounter legal documents “frequently” (56%), emphasising the corporate sector’s focus on legal and compliance-related documentation.

Those in government jobs also reported high levels of frequent interaction (37%), consistent with the formal requirements of public sector roles. Business owners and self-employed individuals displayed moderate interaction, with 18% encountering documents “frequently” and 22% “occasionally,” likely due to business-related financial and operational transactions. Conversely, homemakers (46%) and students (43%) predominantly encountered legal documents “rarely,” with 16% of students reporting “never.” Among retired individuals, a majority (60%) reported encountering legal documents “rarely,” with no respondents falling into the “frequently” category, further reflecting reduced engagement with legal processes post-retirement.

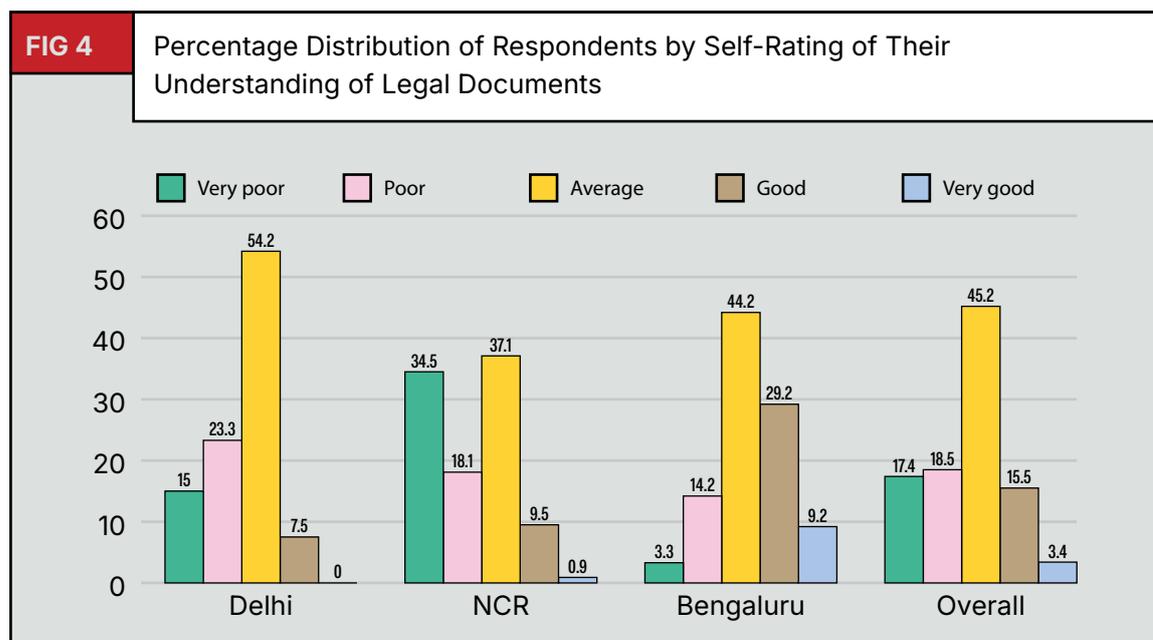
**Frequency of encountering legal documents showed a strong correlation with education levels. Employment status also significantly influenced interactions with legal documents.**

## B. Rating of Understanding of Legal Documents

Most respondents (45.2%) across all locations, reported an “average” understanding of legal documents. Only 15% of the respondents rated their understanding of legal documents as “good”, while 18.5% of people rated it as “poor” and 17.4% as “very poor”. This suggests that a vast majority of people do not understand legal documents properly, and there is a general trend of moderate to low comprehension.

The survey further revealed significant variation in how respondents rated their understanding of legal documents across different locations.

Delhi exhibited a particularly high percentage of respondents rating their understanding as “average” (54%) and “poor” (23%). In the NCR, a higher proportion of respondents (35%) rated their understanding as “very poor” compared to other locations. Bengaluru showed a distinct pattern, with fewer respondents rating their understanding as “very poor” (3%) and “poor” (14%) but more rating it as “good” (29%) and “very good” (9%).



Comprehension of legal documents varied significantly across age groups. Younger respondents (between 18 to 30 and 31 to 40 years) predominantly rated their understanding as “average,” with 54% in the 18–30 years age group and 36% in the 31 to 40 years age group sharing this perception. A “good” rating was more frequent among middle-aged respondents

(between 41 to 50 and 51 to 60 years), with 37% in each group indicating better comprehension levels. Interestingly, the “very poor” rating was most prevalent in the 41 to 50 years age group (24%), while respondents aged 60 years and above rated their understanding as either “poor” or “average,” with none selecting “very poor,” “good,” or “very

**Respondents with lower educational qualifications (those who had not completed high school and who had only completed high school) primarily rated their understanding as “average” (61% and 58%, respectively). Higher educational qualifications were associated with improved self-assessment.**

good." Across all age groups, the proportion of respondents rating their understanding as "very good" remained minimal, peaking at just 7% among the 31 to 40 age group.

Education level had a marked impact on respondents' self-assessed comprehension. Those with lower educational qualifications (those who had not completed high school and who had only completed high school) primarily rated their understanding as "average" (61% and 58%, respectively). However, a significant proportion also rated their comprehension as "poor" (32% and 33%). Respondents with intermediate/senior secondary qualifications faced the highest challenges, with 47% rating their understanding as "very poor."

Conversely, higher educational qualifications were associated with improved self-assessment. Among respondents who had completed bachelor's degrees, postgraduate degrees, or a doctorate, there was a clear trend of higher ratings. For example, 32% of postgraduate degree holders rated their understanding as "good." Respondents with advanced educational qualifications (a doctorate or professional degrees) displayed the most balanced distribution, with higher proportions selecting "good" and "very good" compared to those with lower qualifications.

### C. Perception of Clarity and Precision in Legal Documents

A notable majority of respondents (52%) perceived legal documents as unclear or imprecise, citing various barriers to understanding. Key issues impacting the clarity of legal documents included:

- **Use of complex and archaic language:** Many respondents highlighted that the prevalence of jargon and outdated terminology made legal documents difficult to understand. This underscores the need for modernisation in legal drafting.
- **Inaccessibility for the general public due to the use of legalese:** Legal documents are often not tailored for general comprehension. Respondents noted that they are not drafted in layman terms and employ too much legal terminology, making them challenging for non-experts.
- **Length and complexity:** The extensive, complex and verbose nature of legal documents was another frequently cited issue.
- **Ambiguity in drafting:** Vague language in legal documents was seen as a significant issue, leading to multiple interpretations. People said that due to this, different lawyers come up with different interpretations, pointing to a lack of precision and consistency.

A notable majority of respondents (52%) perceived legal documents as unclear or imprecise.

- **Limited legal literacy:** Many respondents indicated a lack of understanding of legal terminology and limited experience with legal documents, emphasising the need for improved legal literacy. This in turn leads to over-dependence on legal professionals to be able to understand documents.
- **Issues with syntax and punctuation:** Minor errors, such as misplaced commas or unclear sentence structure, were noted as problematic, with respondents acknowledging that such issues can significantly alter the meaning of clauses.

#### D. Difficulty in Understanding Legal Documents

**76% of the total respondents across the three cities reported that they found it difficult to understand legal documents.**

A significant majority of respondents in all three locations reported challenges in comprehending legal documents. Specifically, **76%** of the total respondents across the three cities reported that they found it difficult to understand legal documents, while **24%** did not encounter such issues.

Further analysis revealed a notable similarity between Delhi and Bengaluru, where **73%**

of respondents in both cities indicated difficulty in understanding legal documents. In contrast, the NCR stood out, with a higher percentage of respondents (**82%**) reporting difficulties.

The primary reasons cited for struggling to understand legal documents were the use of legal jargon, lack of knowledge about legal concepts, and the length of the documents. Overall, **51%** of respondents found legal jargon to be a significant barrier, with the NCR (**59%**) experiencing the greatest difficulty in this aspect. Similarly, **55%** of respondents reported a lack of knowledge about legal concepts, with the NCR again showing the highest percentage at **60%**. Lengthy documents were also a common issue, with **54%** of the respondents overall finding them difficult to understand, particularly in Bengaluru (**57%**). Additionally, **31%** of respondents overall mentioned a lack of clarity in language, with Bengaluru reporting the highest at **47%**.

**Table 3: Percentage Distribution of Respondents by Reasons for Not Understanding Legal Documents** Base (N)=271

Reason	Delhi	NCR	Bengaluru	Overall
Use of legal jargon	45.0	58.6	50.0	51.1
Lack of knowledge about legal concepts	47.5	60.3	55.8	54.5

Reason	Delhi	NCR	Bengaluru	Overall
Lengthy documents	46.7	57.8	56.7	53.7
Lack of clarity in language	20.8	25.9	47.5	31.5
Others	0.0	0.9	0.8	0.6

#### E. Access to Legal Resources or Assistance

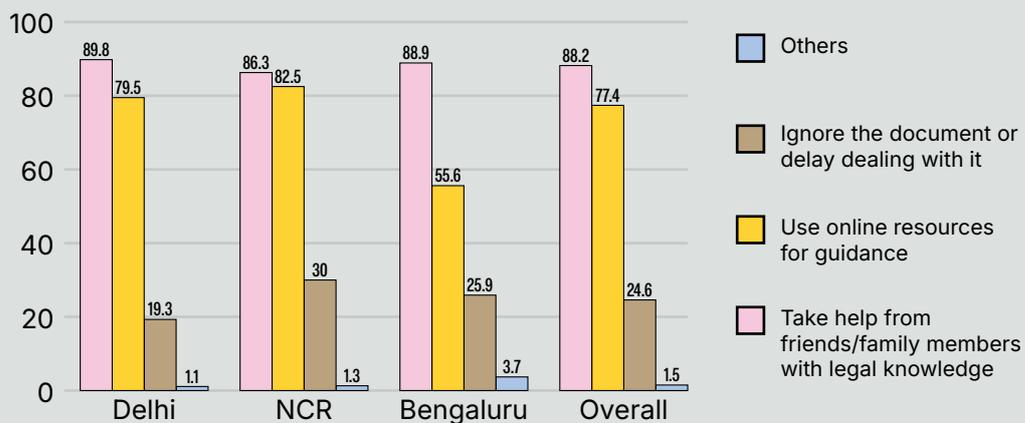
When asked about whether they had access to legal resources or assistance when dealing with legal documents, only **45%** of respondents answered in the affirmative. This indicates a relatively low average access rate of **45%** across the locations. Notably, access varied significantly by age group. Respondents aged 51 to 60 years reported the highest access rate (**75%**), followed by those aged 41 to 50 years (**63%**) and 31 to 40 years (**58%**).

Conversely, the lowest access rates were observed among the oldest (**17%** for those aged 60 years and above) and youngest age groups (**30%** for those between 18 to 30 years). These findings highlight substantial disparities in access to legal resources, particularly for younger and older populations.

When asked about whether they had access to legal resources or assistance when dealing with legal documents, only **45%** of respondents answered in the affirmative.

**FIG 5**

Percentage Distribution of Respondents by How They Deal with Legal Documents



When respondents lacked access to legal resources and assistance, the most common approach across all locations was seeking help from friends or family members with legal knowledge, with Delhi at 90%, the NCR at 86%, and Bengaluru at 89%, averaging 88%. This highlights a strong reliance on personal networks for legal support across all areas. 77% of the people also reported relying on online resources to help them deal with legal documents.

#### F. Consequences of Complex and Inaccessible Legal Drafting

The most significant impact of complex and inaccessible drafting reported by the respondents was difficulty in exercising their legal rights, averaging at 73% overall. This was followed by ineffective communication with legal authorities (64%), confusion and uncertainty regarding legal issues (56%), and decreased trust in legal institutions (55%). Relatively lower percentages were observed for limited access to justice (48%) and vulnerability to exploitation or manipulation (30%).

**Table 4: Percentage Distribution of Respondents by Main Consequences of Complex and Inaccessible Legal Drafting for the General Public**

Consequences	Delhi	NCR	Bengaluru	Overall
Limited access to justice	28.3	56.0	59.2	47.8
Difficulty in exercising legal rights	70.0	75.9	74.2	73.3
Decreased trust in legal institutions	64.2	57.8	42.5	54.8
Ineffective communication with legal authorities	65.0	70.7	56.7	64.0
Confusion and uncertainty regarding legal issues	45.8	57.8	63.3	55.6
Vulnerability to exploitation or manipulation	33.3	25.0	31.7	30.1

During FGDs, participants across various locations expressed that lengthy legal documents are challenging to read and often induce boredom. People are not able to fully read the documents and understand their contents due to the complexity of the language used.

As one FGD participant in Sahakar Nagar, Bengaluru articulated, a teacher cannot just display their knowledge for students but must teach them in the simplest language to foster understanding. Similarly, lawyers should simplify documents so that their clients and the general public can fully understand them. FGD participants in Dwarka elaborated how this lack of understanding can lead to clients being bamboozled by their lawyers and

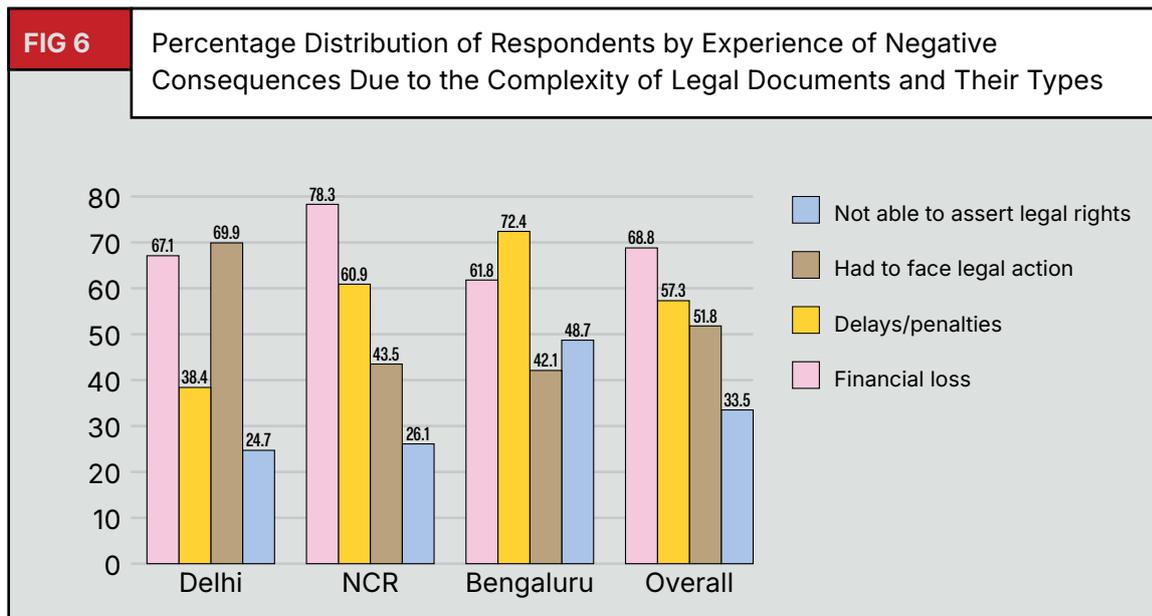
other parties to a case. Sometimes, clients do not understand the petitions they file after multiple readings, and complex language shrouds the actual meaning of documents.

**G. Negative Consequences Due to the Complexity of Legal Documents**

**A majority (61%) of respondents across Delhi, the NCR, and Bengaluru reported experiencing negative consequences due to their inability to understand legal documents.**

A majority (61%) of respondents across Delhi, the NCR, and Bengaluru reported experiencing negative consequences due to their inability to understand legal documents. Bengaluru recorded the highest percentage of

respondents (63%) reporting negative experiences, followed by Delhi (61%) and the NCR (60%). When analysed by educational qualification, respondents who had not completed high school education were the most affected, with 93% reporting negative consequences. Those who had completed high school or secondary education (67%) and intermediate or senior secondary education (69%) also experienced substantial challenges. In contrast, respondents with higher levels of education reported significantly fewer issues. Only 41% of those with postgraduate degrees and 32% of those with professional degrees experienced negative consequences. The lowest impact was observed among individuals who had completed a doctorate, with just 29% reporting adverse experiences.



Financial loss emerged as the most common issue among the respondents who reported negative consequences (69%). The NCR had the highest percentage of respondents experiencing financial loss (78%), significantly more than Delhi (67%) and Bengaluru (62%). Delays or penalties were reported by 57% of respondents overall, with Bengaluru experiencing the highest incidence (72%), followed by the NCR (61%) and Delhi (38%). Facing legal action was a concern for 52% of respondents overall, with Delhi having the highest rate (70%), contrasting sharply with the NCR (44%) and Bengaluru (42%). Lastly, the inability to assert legal rights was reported by 34% of respondents overall, with Bengaluru again leading (49%), compared to the NCR (26%) and Delhi (25%).

During the FGD in Dwarka, Delhi, a participant recounted an incident where she incurred significant financial losses due to not being able to thoroughly read a document before signing it. She was supposed to go on a trip that included a cruise, which was ultimately cancelled. Due to a veiled clause in the document stating that there would be no refund if the cruise were cancelled, she had to make alternative travel arrangements at her own expense. The shipping line refused a refund, citing the clause in the signed document. She emphasised that the document's convoluted language caused her to miss this crucial clause.

Similarly, an FGD participant shared how her family encountered difficulties due to misunderstanding a judge's instructions.



We had a property case in which the judge instructed us to vacate the house. We could not understand his words at the time, and it was only later, when we consulted a lawyer, that we realised the instruction was to vacate the house. We had misinterpreted it due to the legal terminology. Therefore, the legal terms should be clarified and put in a simple way so that they are easier to understand. This way, when we read the notice, we can grasp its meaning more clearly.

*FGD Participant, Harinagar, Delhi*

Participants in the FGDs emphasised that simple drafting of legal documents empowers individuals by providing them with the knowledge they need to make informed decisions, especially in legal matters that directly affect their rights and responsibilities.

#### H. Impact of Complex Legal Drafting on Trust in the Legal System

The survey revealed that 74% of the respondents across Delhi, the NCR, and Bengaluru felt that the complexity of legal documents negatively impacted their trust in the legal system. This sentiment was consistent across various age groups, indicating that age did not significantly influence perceptions of trust in this context.

**74% of the respondents across Delhi, the NCR, and Bengaluru felt that the complexity of legal documents negatively impacted their trust in the legal system.**

However, educational qualifications played a notable role in shaping respondents' views. Those with lower educational qualifications were more likely to report that complex legal drafting undermined their trust. Respondents who had not completed high school education (85.71%) were the most affected. In contrast, individuals who had completed doctorates (43%) and postgraduate degrees (57%) were the least impacted. Respondents with professional degrees (68%) occupied the middle ground.

This trend indicates that individuals with higher educational qualifications were less likely to perceive complex legal drafting as a barrier to trust in the legal system.

The impact of legal drafting complexity on trust also varied by employment status. Respondents in government jobs (81%) and private sector jobs (79%) reported the highest levels of distrust. Homemakers (70%), people who were self-employed or business owners (68%), students (65%), and retired individuals (60%) exhibited comparatively lower levels of distrust.

When asked why their trust in the legal system was negatively impacted, 67% of the respondents felt that complex legal documents led to confusion and a perception of inaccessibility. The NCR stood out with a notably higher rate (77%) compared to Delhi (56%) and Bengaluru (67%). A significant majority, 77%, believed that hard-to-understand legal documents favoured lawyers or the wealthy, with minimal variation across locations. However, Bengaluru had the highest percentage of respondents (69%) who doubted the fairness and transparency of agreements due to complicated legal language, compared to 62% in Delhi and 56% in the NCR. Lastly, unclear legal documents caused frustration for 51% of the respondents overall, with Bengaluru (62%) and the NCR (58%) reporting higher levels of frustration than Delhi (32%).

Some FGD participants also highlighted that transparent communication builds trust, as people can see and understand the terms and conditions without feeling confused or misled.

**77% of the respondents believed that hard-to-understand legal documents favour lawyers or the wealthy.**

**Table 5: Percentage Distribution of Respondents by Impact of Legal Document Complexity on Trust in the Legal System**

Impact	Delhi	NCR	Bengaluru	Overall
Complex legal documents lead to confusion and makes me feel that the legal system is inaccessible	56.3	77.4	67.4	66.9
Hard-to-understand legal documents make me think that the system only helps lawyers or the rich	78.2	76.2	77.2	77.2
Complicated legal language makes me doubt if agreements are fair or transparent, shaking my trust in the system	62.1	56.0	68.5	62.4
Unclear legal documents frustrate me when dealing with legal matters, making me feel that the legal system is inefficient and unresponsive to my needs.	32.2	58.3	62.0	51.0

### I. Importance of Simplicity in Legal Documents

An overwhelming **98%** of the respondents considered it vital for legal documents to be easily understandable.

The survey revealed that an overwhelming majority of respondents (**98%**) regarded it as vital for legal documents to be easily understandable. This highlights a strong consensus across demographic groups about the importance of simplifying legal language for broader accessibility. Respondents from Bengaluru demonstrated the strongest emphasis on simplicity, with **60%** rating it as "extremely important".

This was followed by respondents from the NCR (**50%**) and Delhi (**27%**). A combined total of **76%** across regions rated simplicity as either "extremely important" or "very important".

**Table 6: Percentage Distribution of Respondents by Importance of Legal Documents Being Easily Understandable for the General Public Base (N): 360**

Importance	Delhi	NCR	Bengaluru	Overall
Extremely important	26.7	50.0	60.0	45.5

Importance	Delhi	NCR	Bengaluru	Overall
Very important	45.8	31.9	14.2	30.6
Important	26.7	16.4	22.5	21.9
Somewhat important	0.8	1.7	2.5	1.7
Not important at all	0.0	0.0	0.8	0.3

A correlation was observed between the importance of simplicity and respondents' educational qualifications. Those with higher qualifications (who had completed postgraduate degrees or doctorates) showed the strongest support for simplicity, with 57% and 43% rating it as "extremely important" respectively. In contrast, those with lower educational levels (for example, those who had only completed high school) displayed less emphasis, with only 21% selecting "extremely important". This suggests that individuals with advanced education may better recognise the challenges posed by overly complex legal language.

Respondents' employment status also influenced their perspectives on the simplicity of legal documents. Government employees showed the highest agreement, with 56% selecting "extremely important". Private-sector employees followed closely, with 52% agreeing strongly. Self-employed/business professionals and students rated the importance of simplicity slightly lower, with 41% and 11%, respectively, marking it as "extremely important".

This pattern indicates that individuals in structured employment settings may place a higher value on legal clarity, potentially due to their reliance on legal documents in their professional environments.

FGD participants across locations emphasised on the necessity of using simple language while drafting legal documents. Participants stressed on the need for legal documents to be accessible to a broader audience, including those without legal expertise.

One participant from Dwarka Expressway remarked on the challenges posed by complex English, particularly for those in rural areas.

**Data shows that individuals in structured employment settings may place a higher emphasis on legal clarity, potentially due to reliance on legal documents in their professional environments.**



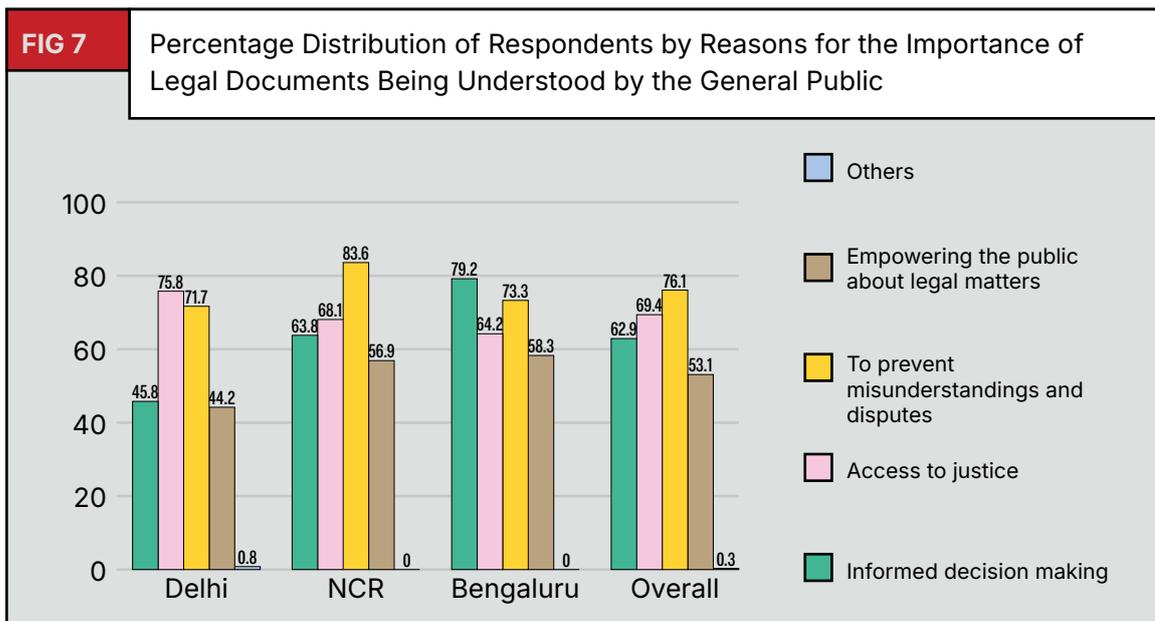
The document's use of complex English will pose a challenge, even for educated people and particularly for the rural population, who may struggle to understand high-standard English despite using English in daily life. People are generally comfortable with simple English, the kind used in everyday communication.

*FGD Participant, Dwarka Expressway*

Participants recommended using short paragraphs and bullet points to highlight important information.

Several participants suggested using short paragraphs and bullet points to highlight important information, stressing on how concise documents retain interest. However,

they acknowledged that while legal matters cannot be oversimplified and specific terms must be retained, the language can still be more accessible. For instance, they noted the importance of minimising the use of adjectives, as overuse can compromise sentence flow and clarity.



## J. Reasons for Simplification

When asked why simple and accessible legal documents are necessary, **76%** of the respondents emphasised on how simple drafting can prevent misinterpretation and disputes, followed by how they can enable informed decision-making (**69%**) and improve access to justice (**63%**).

The consensus among the public was that correctly understanding legal documents empowers individuals to ask questions and make informed decisions. Many participants were of the view that clear and concise language ensures that the document's intent is conveyed accurately. Ensuring that all parties fully understand legal documents helps fulfil legal requirements and obligations, reducing the likelihood of disputes or litigation.

Participants also emphasised on the importance of the average person understanding legal documents, as lawyers may not always explain or clarify their actions despite charging significant fees.



Often, when consulting a lawyer, you might not get a clear explanation and may need a second opinion. Instead of seeking multiple consultations, providing a single, easily understandable document would eliminate the need to consult a lawyer.

*FGD Participant, Srinagar, Bengaluru*

Another FGD participant from Gurugram shared how difficult it was to understand documents in a family property dispute, and how they ultimately had to rely on legal assistance to navigate the matter. *“My family was involved in a property-related case and received detailed legal information via mail. We struggled to understand it, even after attempting a Hindi translation, which was also difficult to grasp. Ultimately, we had to hire a lawyer to interpret the document, which was 13 pages long, and he managed to explain it in just a few sentences. So, I believe it’s crucial for legal documents to be written in a language that everyone can understand.”*

Participants also pointed out that easier comprehension allows individuals to quickly grasp essential information, making documents more efficient to read and use.



Using simple language is the most important aspect of any legal document. For example, in the hotel industry, we used to write dish descriptions in flowery language, but this is no longer the case. Now, even for the most complicated dishes with Japanese ingredients like Uzo, we no longer specify that it was sourced from a place like Akashi, Japan. Instead, we simply state that it contains Uzo, vinegar, salt, or pepper. Previously, restaurants used complex terms like ‘beurre blanc,’ which is just white butter. So why say ‘beurre blanc’ when you can say ‘white butter’? The ingredients remain the same, but the language has been simplified, making it easier to understand.

*FGD Participant, Dwarka*

While the majority favoured simplification, some participants suggested providing short summaries for complex documents, allowing ease of reference for the general public.



Just as a doctor would briefly explain a diagnosis, legal documents should be accompanied by clear, brief summaries.

*FGD Participant, Gurugram*

Conversely, a participant from Dwarka believed that using legalese or jargon in legal documents is important. According to him, lawyers are specifically there to explain this legal jargon to their clients. While he acknowledged the importance of making legal documents more understandable for those unfamiliar with legal jargon, he also expressed

concern that simplification could have significant implications. He pointed out that simplifying legal language might impact jobs within the legal sector, as people might not feel the need to hire lawyers if the language becomes too straightforward.

Legal documents are complex because of these specific terms, and if everyone could easily understand them, what would be the role of lawyers? There is a reason for using such terminology. While simplification is important, it should not reach a point where the documents become too accessible. Over-simplifying could diminish the documents' precision and authenticity. Casual language from everyday life should not replace the formal language necessary for legal documents.

*FGD Participant, Dwarka*

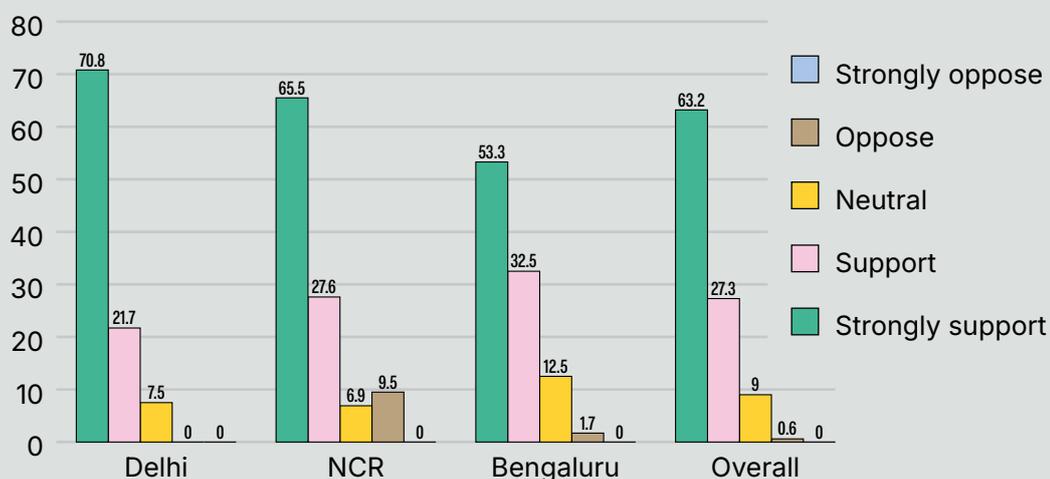
### K. Support for Simplification Initiatives

An overwhelming **91%** of the respondents across location showed support for initiatives to simplify the drafting of Indian legal documents.

Overall, there was strong support, across all locations, for initiatives to simplify the drafting of Indian laws and other legal documents, with **91%** of the respondents supporting these initiatives (strongly support: **63%** & support: **27%**). The highest support was observed in Delhi and the NCR (**92%** each), while Bengaluru showed the lowest (**86%**).

**FIG 8**

Percentage Distribution of Respondents by Support for Initiatives to Simplify the Drafting of Indian Laws and Legal Documents



## L. Measures for Improvement

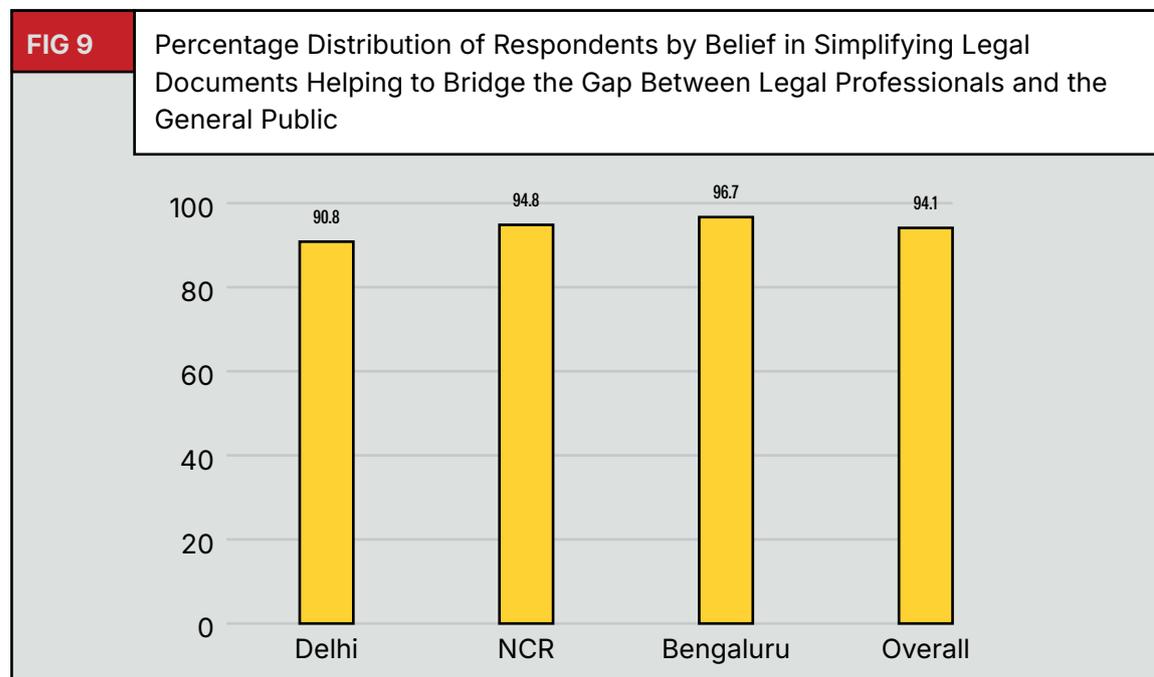
Regarding measures to improve accessibility, the highest consensus was on providing clear explanations of legal terms and limiting complex legal jargon, with an overall average of 73% and 69%, respectively. Delhi stood out for its higher emphasis on providing clear explanations (78%), while the NCR strongly opposed the use of legal jargon (72%). Bengaluru showed a notable preference for making documents precise and clear (59%) compared to the other locations.

**Table 7: Percentage Distribution of Respondents by Measures to Make Legal Documents More Accessible and Understandable to the General Public**

Measure	Delhi	NCR	Bengaluru	Overall
Write legal documents in simple language	35.0	69.0	65.0	56.2
Limit the use of complex legal jargon and technical language.	76.7	72.4	56.7	68.5
Provide clear explanations of legal terms and concepts if use of legal jargon is unavoidable.	77.5	70.7	70.8	73.0
Develop online platforms with legal documents, explanations, guides, and interactive tools	47.5	56.0	55.0	52.8
Create ways for the public to share their thoughts on legal documents, like or online forums to improve document revisions.	48.3	59.5	54.2	53.9
Make legal documents precise, accurate, and clear for easier understanding.	25.8	37.1	59.2	40.7
Collaborate with community organisations to help marginalised or underserved populations understand legal documents through outreach, education, and assistance	26.7	31.0	42.5	33.4
Others	0.0	0.0	0.8	0.3

## M. Impact on Democracy and Legal Literacy

Most respondents believed that simplifying legal documents will bridge the gap between legal professionals and the general public. This view was particularly strong in Bengaluru (97%) and less so in Delhi (91%).

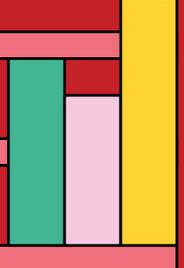
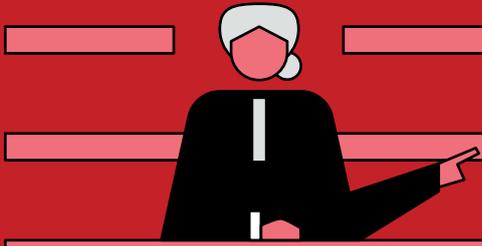
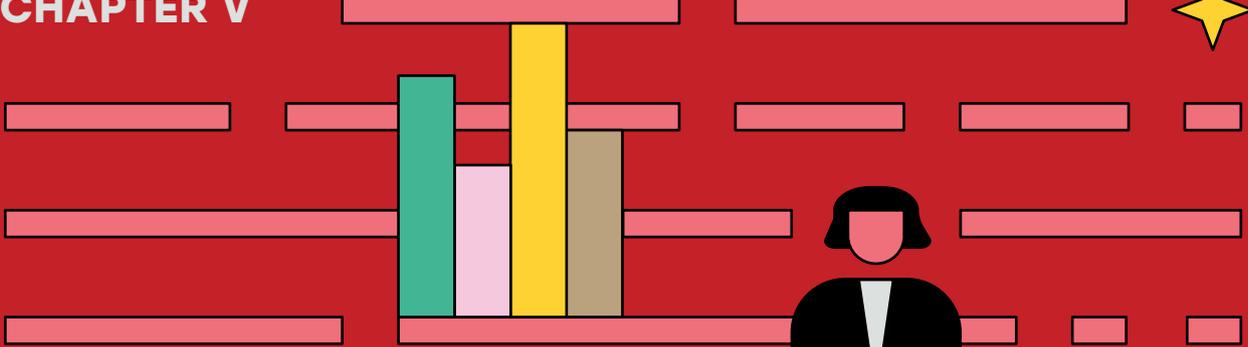


Respondents also saw simplification as a means to deepen democracy by empowering citizens and improving their engagement in the democratic process. The NCR respondents notably showed high agreement (89%) on this point.

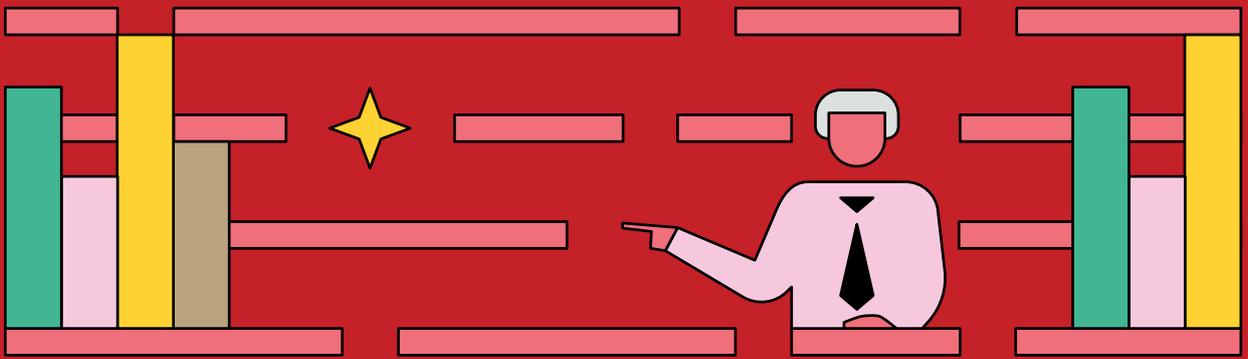
**Table 8:** Percentage Distribution of Respondents by Beliefs on How Simple and Accessible Drafting of Laws and Legal Documents Can Contribute to Deepening Democracy in India

Belief	Delhi	NCR	Bengaluru	Overall
Simpler and more accessible legal documents can empower citizens to engage more actively in the democratic process by understanding and influencing legislation.	71.7	88.8	75.0	78.4
Clear and understandable laws make it easier for citizens to hold lawmakers and government officials accountable for their actions	50.0	54.3	61.7	55.3

<b>Belief</b>	<b>Delhi</b>	<b>NCR</b>	<b>Bengaluru</b>	<b>Overall</b>
Simplifying legal language will ensure that the general public can understand their rights and obligations under the law	73.3	69.8	56.7	66.6
Clear and accessible laws will make it easier for individuals and businesses to understand and comply with legal requirements, reducing the risk of violations	44.2	59.5	48.3	50.6
By making laws and legal documents easier to understand, individuals can become more legally literate	50.8	51.7	54.2	52.2
Accessible legal frameworks will enable marginalised communities to understand and assert their rights	30.0	45.7	46.7	40.7
Simple and accessible legal drafting will promote the rule of law promoting stability and order in society	33.3	25.0	42.5	33.7



# Legal Professionals on Simplifying Legal Documents



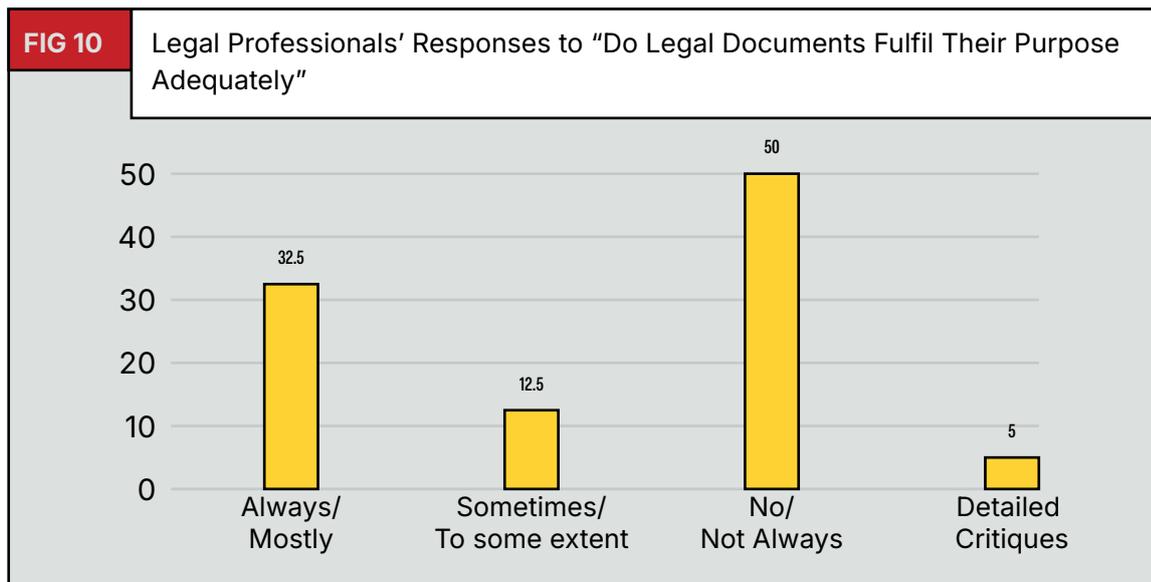
The survey, conducted among **46 legal professionals** through an online platform, sought to gather insights on simplifying legal drafting to balance precision and comprehensibility. Additionally, legal professionals' perspectives on the need for simple and accessible drafting of Indian laws and legal documents were explored during the **IDIs with 24 legal professionals**. The key findings and insights from both the survey and the IDIs are summarised below.

**A. Adequacy of Legal Documents in Fulfilling Their Purpose**

**While 33% of respondents felt that legal documents “always” or “mostly” achieve clarity and communicate legal terms effectively, a notable 50% disagreed, indicating consistent shortcomings.**

The survey uncovered a significant gap in the effectiveness of legal documents in fulfilling their intended purpose. While **33%** of respondents felt that legal documents “always” or “mostly” achieve clarity and communicate

legal terms effectively, a notable **50%** disagreed, indicating consistent shortcomings. Additionally, **12%** believed legal documents only “occasionally” meet their intended purpose, suggesting dissatisfaction with current practices. Detailed critiques were minimal, accounting for just **5%** of responses, yet the responses highlighted a pressing need to improve accessibility and transparency in legal drafting.



## B. The Importance of Comprehensible Legal Documents

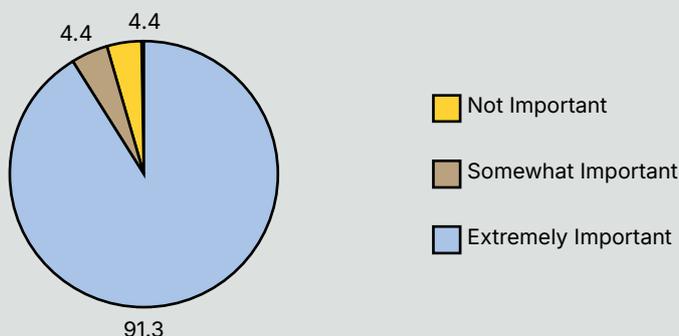
A vast majority (91%) of respondents agreed that comprehensibility for the general public is “extremely important”, underlining the critical role of simplicity and clarity in drafting. Only 9% viewed this aspect as “somewhat important” or “not important”. This consensus highlights the importance of making legal documents accessible to the average person, ensuring that justice and transparency are upheld for all.

All legal professionals who participated in the IDIs unanimously highlighted the importance of simplicity and accessibility in legal documents. They emphasised

that the primary consumers of these documents are the general public, necessitating a draft in clear and simple English. There was a consensus on the need for simplification, as clients often sign legal documents without fully understanding their contents, which can lead to unpleasant surprises regarding their implications.

**A vast majority (91%) of respondents agreed that comprehensibility for the general public is “extremely important”.**

**FIG 11** Legal Professionals’ Responses to “How Important is it for a Legal Document to be Easily Understood by an Average Person?” (Percent)



A lawyer specialising in commercial laws and arbitration shared a recent experience with a client from a remote village in Jharkhand involved in a property dispute. She described the effort required to translate complex legal language into plain Hindi and noted, *“Simplifying legal documents ensures that litigants can understand their cases, breaking down structural barriers. Many people hesitate to approach the court due to their inability to comprehend legal proceedings. Documents submitted to the court, including evidence, written statements, and affidavits, are often too complex for clients to understand.”*

According to a Chennai-based judge, paragraphs after paragraphs of content unnecessarily complicate a document. *“Somerset Maugham referred to the use of complex language as “the aristocratic exclusiveness” and questioned the need to make things needlessly complex”*. Some legal professionals argued that overly technical legal language, like prima facie and ex parte, makes legal documents unnecessarily complicated. *“Laws should be understandable to the consumers, prompting the use of simpler language and expressions. With advancements in artificial intelligence technology, we can create summaries of legal documents, further promoting clarity and simplicity.”*

A lawyer questioned the necessity of complicated legal documents.



If laws are meant for the common people, they should be understandable to them. It is paradoxical that, despite extensive legal education, both lawyers and the public often struggle with complex legal texts.

*Civil Lawyer, Bengaluru*

Another lawyer questioned the need for legal texts to be overly complicated.



Despite spending extensive time studying law, I have always questioned why legal texts are so complicated. In a modern, democratic country where laws are meant to be by the people, for the people, and of the people, it is paradoxical that these very people, including lawyers, often struggle to understand them. The jargon, length, and complex punctuation create barriers to comprehension, making legal knowledge less accessible.

*Lawyer, Bengaluru*



As a very young lawyer, I was approached to draft an agreement for the Indian Oil Corporation. Influenced by the value of simplicity in legal texts, I wrote the agreement in straightforward terms. I avoided legal jargon like “vendor” or “vendee” and simply used “seller” and “purchaser.” I structured the document as a checklist, detailing the total consideration, advance paid, the period for completion, property description, effects of default, compliance terms, and parties’ rights in case of breaches. The document was clear and easy to understand. However, when my brother-in-law submitted it to the Indian Oil Corporation, it was rejected. He then turned to my father, also a lawyer, who revised the document with formal clauses, a preamble, and the necessary legal jargon. When my father asked about my approach, I explained my intent to keep the document simple. He advised against it, pointing out that people still expect technical language, likely to necessitate another lawyer’s involvement.

Government departments, in particular, prefer documents to go through their legal sections, which are equipped to handle complex legal terms.

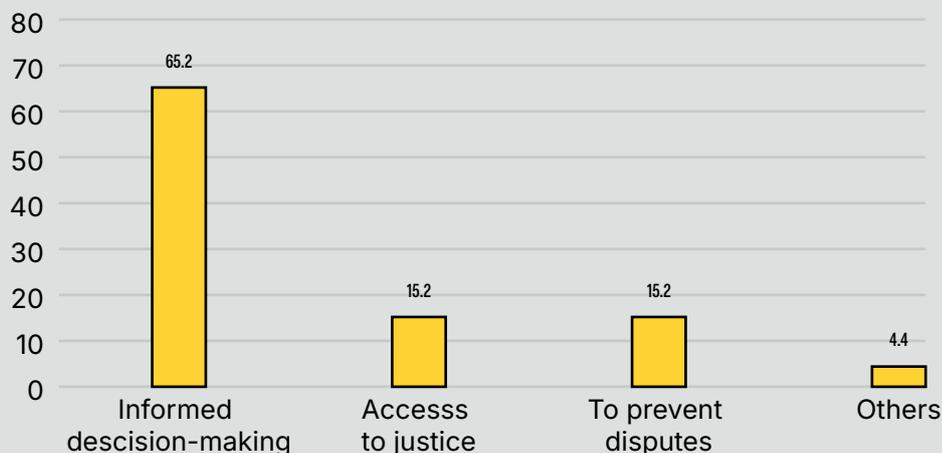
Judge, Chennai

A Delhi-based lawyer working with Spicy IP, an organisation focused on intellectual property laws, gave an example of why it is necessary to have laws drafted in simple language. He mentioned that Section 124 of the Trademarks Act, 1999 is written in such a complicated manner that multiple High Courts and even the Supreme Court have differing interpretations of what the provision actually means. This procedural law outlines specific processes to follow but lacks clear understanding, impacting both the general public and litigants facing related issues.

He also shed light on how provisions are sometimes deliberately drafted to accommodate multiple interpretations in the future and how this impacts the quality of legislation and agreements. *"I was involved in negotiations between the relevant departments from the Government of India and our counterparts from another country. Often, a provision meant to make goods worth A, B, and C kilos tariff-free was complicated to allow for future modifications and interpretations. This complexity, intended to accommodate future issues, compromises the quality of the current legislation or agreement. This practice is not limited to free trade agreements but can also be seen in regular legislation and agreements, where broad and uncertain language is used to leave room for future adjustments. Therefore, redundant words like "furthermore," "herewith," and "herein," are used which just complicate things. Ideally, I want the language to be straightforward, clearly stating our aims and intentions. However, to accommodate various considerations, we end up making provisions more verbose and complex."*

FIG 12

Legal Professionals' Responses to "Why is it Important for People to understand Legal Document" (Percent)



A Bengaluru-based lawyer working at the district high court was of the opinion that it may prove to be difficult to simplify all laws without compromising necessary details especially company restructuring, banking transactions, and insurance policies which involve intricate processes and numerous variables. However, she stated that simpler agreements, such as rental contracts, can be more easily simplified to enhance clarity and accessibility.

The survey identified informed decision-making as the top reason for people to understand a legal document, cited by 65% of the respondents. Other significant factors included access to justice and prevention of disputes, each noted by 15% of the respondents. A small proportion (4%) offered additional perspectives, such as the role of legal documents in promoting clarity and enabling effective client engagement with advocates. These insights reinforce the pivotal role that accessible legal documents play in ensuring empowerment, fairness, and conflict resolution.

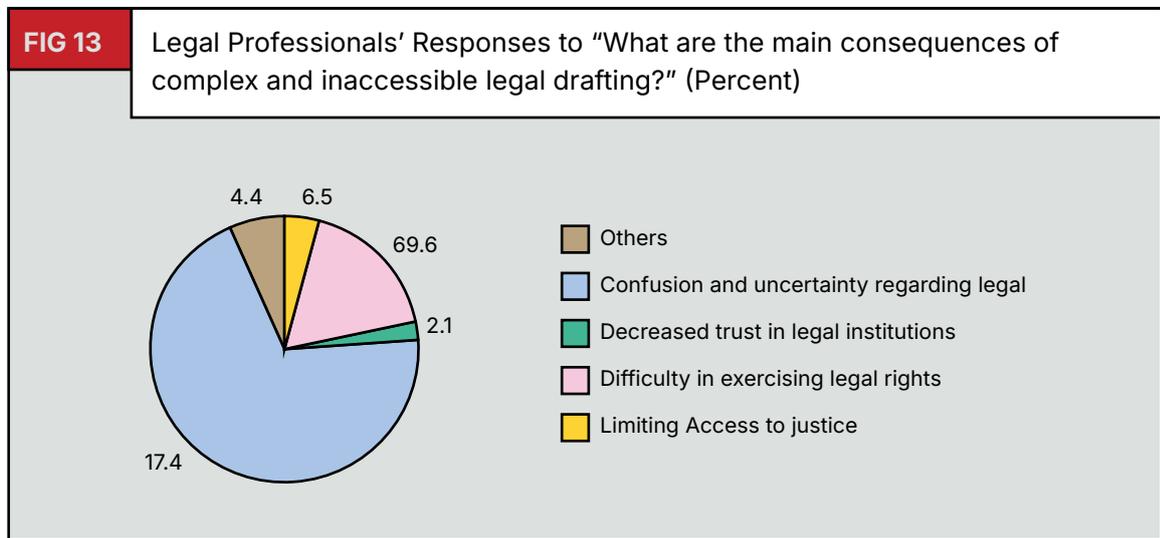
**C. Consequences of Complex and Inaccessible Legal Drafting**

**70% of the legal professionals cited confusion and uncertainty as the primary consequence of complex and inaccessible drafting.**

70% of the legal professionals cited confusion and uncertainty as the primary consequence of complex and inaccessible drafting. Additionally, 17% reported challenges in exercising their legal rights, while 4% identified limited access to justice. Broader

issues, such as reduced trust in legal institutions (2%), were also noted. Further, 7% highlighted specific operational challenges, including:

- Increased disputes and impediments to resolution,
- Difficulties for legal professionals and judges in interpreting the implications of documents, and
- Delays and inefficiencies in legal proceedings.



These findings demonstrated that overly complex legal drafting significantly hindered the legal process and undermined confidence in legal systems.

During the IDIs, a legal professional specialising in international trade law pointed out that complex and inaccessible legal drafting can lead to significant challenges, including a lack of understanding among stakeholders, delays in implementation, and barriers to effective engagement. Such drafting often obscures the intent and practical implications of legal provisions, making it difficult for individuals, organisations, and even policymakers to comprehend and act upon them. This inadequacy becomes especially problematic when the implications of such documents are far-reaching. For instance, a lawyer highlighted how India, a founding member of the GATT and the World Trade Organization, took years to grasp the full impact of agreements like the Agreement on Agriculture. The complex terminology and language of these international agreements diverted attention from critical analysis of their effects on national policies, illustrating the importance of creating legal documents that are both precise and accessible.

“ ” During the GATT era, we struggled to adapt to the language, which diverted our attention from analysing its impact on national policies. Whether it is national or international law, accessibility to citizens is paramount. For instance, farmers often deal with legal matters through associations, and the government struggles to communicate the constraints it faces due to international agreements. This issue stems from a focus on legal language rather than analysing economic impacts and communicating effectively with stakeholders. Simplifying laws would help avoid these traps and make it easier to address the real-world implications of legal agreements.

*International Trade Lawyer*

#### D. Consequences of Complex and Inaccessible Legal Drafting

**Most legal professionals (74%) supported simple drafting as an effective approach to balancing comprehension and precision in legal documents.**

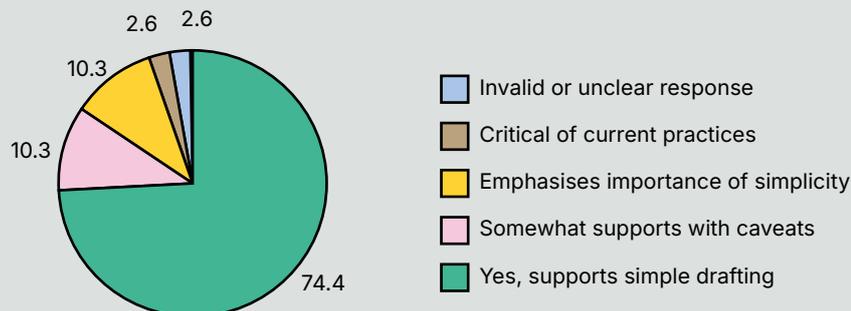
Most legal professionals (74%) supported simple drafting as an effective approach to balancing comprehension and precision in legal documents. A smaller group (10%) endorsed the idea with caveats, stressing on the importance of careful

execution. Another 10% stressed on the importance of simplicity, while 3% were critical of the current practices. These responses reveal a strong endorsement for simplifying legal documents, while highlighting the need to maintain technical accuracy.

Although most legal professionals agreed that simple drafting can balance precision and comprehension, some of them were of the opinion that despite the apparent benefits of simplifying legal language, there could be potential drawbacks. A key concern noted was the loss of specificity. They highlighted that converting detailed points in legal documents into paragraph form for easier reading could diminish their clarity and precision, which lawyers depend on to quickly locate relevant information for their clients.

FIG 14

Legal Professionals' Responses to "Can simple drafting effectively balance comprehension and precision in legal documents?" (Percent)



The legislature often designs these documents to emphasise certain points and categories through specific formatting. Simplifying them into paragraphs can sometimes obscure these intentional pauses and emphases, affecting the interpretation of the law.

*A lawyer specialising in arbitration and intellectual property rights in Delhi*

Discussions also touched on the perception that simplified legal language, while more accessible, might lack the formal tone expected in official documents. One lawyer recounted her experience where she drafted simplified laws for the Government of Karnataka. Despite her efforts, government officials found the language too simple and insisted on revisions, highlighting a broader resistance within the government to adopting simpler legal templates and terminology.

Another significant concern raised was the potential increase in the frequency of amendments, which could lead to higher costs related to drafting, parliamentary sessions and committee formations. A lawyer argued that addressing potential issues comprehensively from the outset is essential to avoid redundant expenses and ensure the law remains effective and relevant over time.



The flip side of oversimplifying is that in the event of a dispute, it can be challenging to explain a contract that lacks detailed terms. Contracts with clear terms make the transaction more evident in court, facilitating easier resolution.

Lawyer, Bengaluru

### E. Ambiguity in Legal Documents: The Role of Language

Most respondents (74%) agreed that legal documents can be ambiguous, with language playing a significant role in causing this ambiguity.

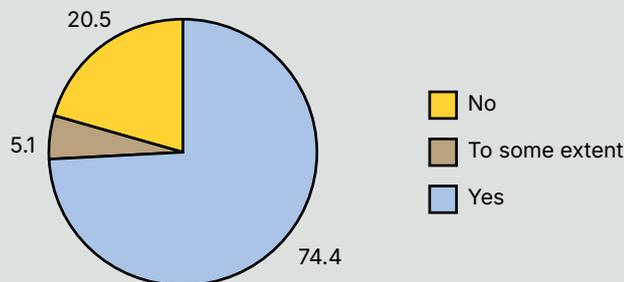
Most respondents (74%) agreed that legal documents can be ambiguous, with language playing a significant role in causing this ambiguity. About 21% believed that legal documents could be ambiguous to some extent, while 5% did not think so.

A lawyer working as Associate Director of Public Policy observed that outdated legal terms, originating from the 1800s, complicate matters unnecessarily. Other respondents felt that a significant backlog in the judiciary is often due to the ambiguous

interpretation of provisions. Most legal professionals believed that simplifying laws reduced ambiguity, lessened the judiciary's burden, and potentially decreased the number of cases, reducing backlog and lowering litigation. *"Drafting laws clearly and lucidly from the start would eliminate ambiguities and reduce future disputes, streamlining the judicial process and alleviating delays in passing judgements,"* said a lawyer

FIG 15

Legal Professionals' Responses to "Do you think legal documents can be ambiguous? Does the language used in these documents play a role?" (%)



As per a lawyer engaged in commercial and civil litigation, *"Simplicity in legal drafting is crucial for clarity and avoiding ambiguity. While some legal jargon may be necessary to ensure certainty, especially in contracts,"*

*the focus should be on making the document clear and straightforward. The aim is to simplify the language to prevent misunderstandings, not to obscure the meaning."*

On the other hand, a few legal professionals believed that oversimplifying legal language could create ambiguity and lead to misunderstandings. They were of the opinion that legal documents use precise language to avoid ambiguity, often defining terms clearly to ensure specific meanings. While simplifying language is beneficial, maintaining clarity is crucial to prevent poorly drafted laws that can lead to increased litigation. Careful attention to terminology and clarity is essential to avoid further legal disputes.

“ ” Simplifying can leave room for interpretation. It is important to distinguish between making something easy to read and oversimplifying it. Complex documents can be made more readable without losing essential details.

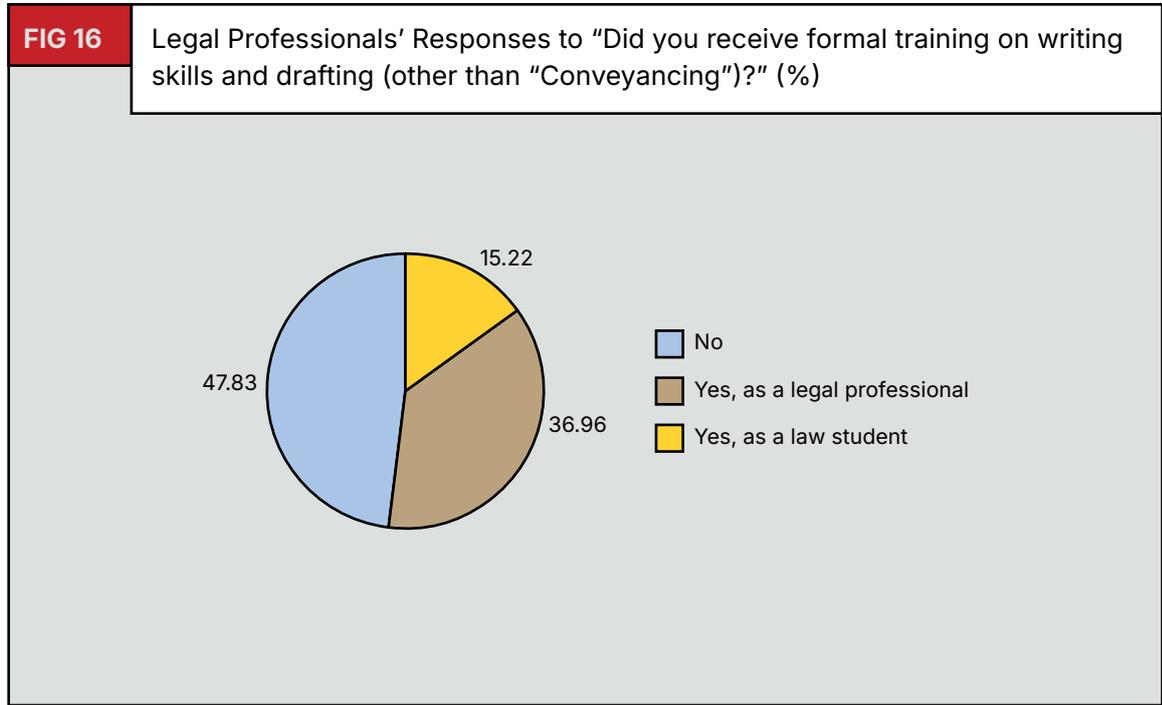
*Delhi-based litigator*

**F. Formal Training in Legal Drafting**

Nearly half (48%) of respondents reported that they did not receive any formal training in legal drafting beyond traditional conveyancing. Among those who received training (52%), 37% gained this expertise as legal professionals, while only 15% were trained while studying.

A few legal professionals who were interviewed as a part of the study were of the opinion that drafters need enhanced training and commercial incentives. They pointed out that many currently adhere to rigid formats, and altering this approach could require significant study and experience, demanding considerable time and effort.

**48% of the legal professionals did not receive any formal legal training in drafting beyond traditional conveyancing.**



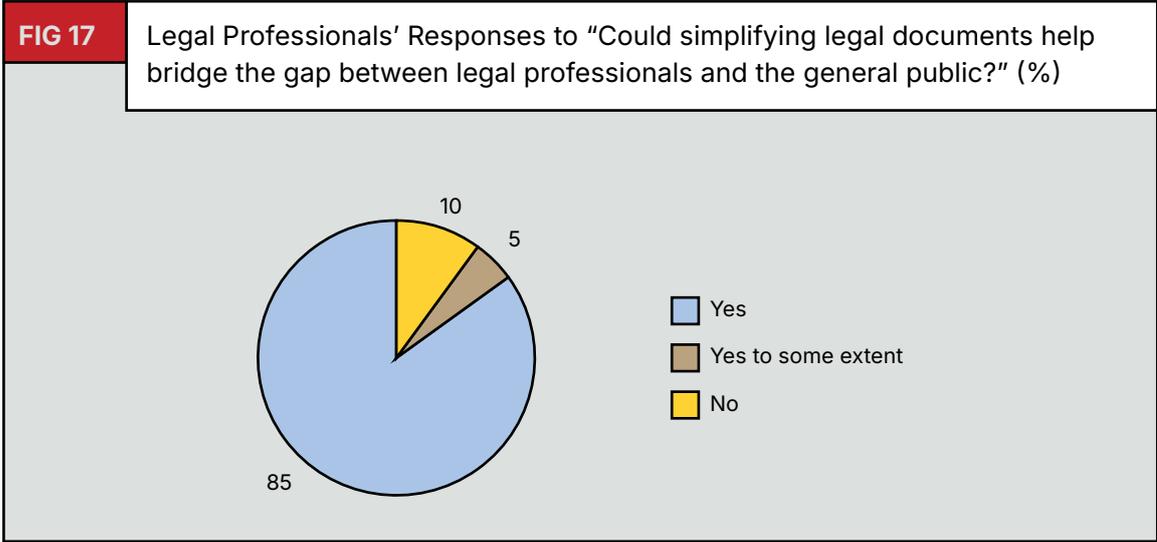
## G. Simplifying Legal Documents to Bridge the Gap Between Legal Professionals and the General Public

A significant majority of legal professionals (85%) believed that simplifying legal documents can effectively bridge the gap between legal professionals and the general public.

A significant majority of legal professionals (85%) believed that simplifying legal documents can effectively bridge the gap between legal professionals and the general public, and another 5% agreed partially. Only 10% of the respondents disagreed, indicating minimal resistance to the idea. This strong consensus suggests that simplifying legal documents is a critical step towards developing better

communication, accessibility, and trust between legal professionals and the general public.

Many legal professionals observed that standard legal language is challenging even for lawyers, making it even more difficult for the general public. They noted that simplifying legal documents would benefit lawyers by reducing the complexity of drafts, saving time for both legal professionals and clients.



““” Simplicity and accessibility are crucial, especially for lawyers who need to conduct quick research and meet tight deadlines. Easy-to-read documents minimise the need for repeated reviews to determine relevance. Complex legal language can be frustrating and inefficient, especially when dealing with extensive documentation daily. For laypersons, straightforward documents are essential to avoid unnecessary legal consultations.

*A lawyer working in the area of international trade law*

Several legal professionals mentioned that complex legal documents place immense pressure on witnesses during cross-examinations. Witnesses often struggle to quickly read, comprehend, and respond to complex legalese, which can lead to incorrect responses and confusion. Additionally, witnesses may try to seek clarification from lawyers, but often lawyers frame questions in a way that aims to support their case rather than elicit the truth of what actually happened.

*“The principle that ‘ignorance of the law is no excuse’ means individuals are expected to follow laws regardless of their understanding. If laws are incomprehensible, it contradicts the expectation that everyone should understand and adhere to them. For a functional rule-of-law culture, laws and judgements must be written in clear, accessible language,”* remarked a Delhi-based respondent.



Moreover, all legislation, subordinate legislation, and regulations should be available on an authorised website to ensure they are accessible and enforceable. If not published online, such laws should not have legal force, addressing both the simplicity and accessibility of legal information.

*Delhi-based lawyer*

Many legal professionals expressed that simplifying legal documents could address the complexities of legal disputes. They noted that delays in the judiciary and convoluted legal language often deter people from filing cases. Simplifying documents would enable clients to understand them independently, reducing the time lawyers spend explaining content. An intellectual property law specialist pointed out that intricate laws and multiple interpretations can be especially challenging for those with limited resources. Simplification would make the legal system more accessible and comprehensible for all. *“Ultimately, the goal is to ensure that legal documents are clear to judges, clients, and the general public. A well-written, simple legal document enhances understanding and accessibility, making its role in the broader context significantly more impactful,”* he concluded.

A Bengaluru-based lawyer working at the district court stated that while certain aspects of law can and should be simplified, the profession exists because of the inherent complexity in transactions—whether financial, social, or otherwise. She mentioned that complexity arises not solely from the law itself but from advancements in technology and the evolving nature of our economic, social, and professional systems. She emphasised that simplification of laws is just one aspect. Furthermore, she believes people need to understand that the legal system affects their daily lives, even if they don’t actively engage with it. By actively engaging with the law, people can use it to their benefit rather than just letting it take its course.

While there was strong support for simplifying legal documents, legal professionals acknowledged that the process is time-consuming and resource-intensive. They agreed that simplification should be carried

out by experienced individuals who employ a specific method to ensure accuracy. Most of them expressed concern that improper simplification could result in misinterpretation. Despite this, there was strong support from respondents for simplifying the law. They felt that striving to simplify contracts and legal language is a worthwhile goal for both the government and the private sector.

#### H. Measures to Make Legal Documents More Accessible and Comprehensible

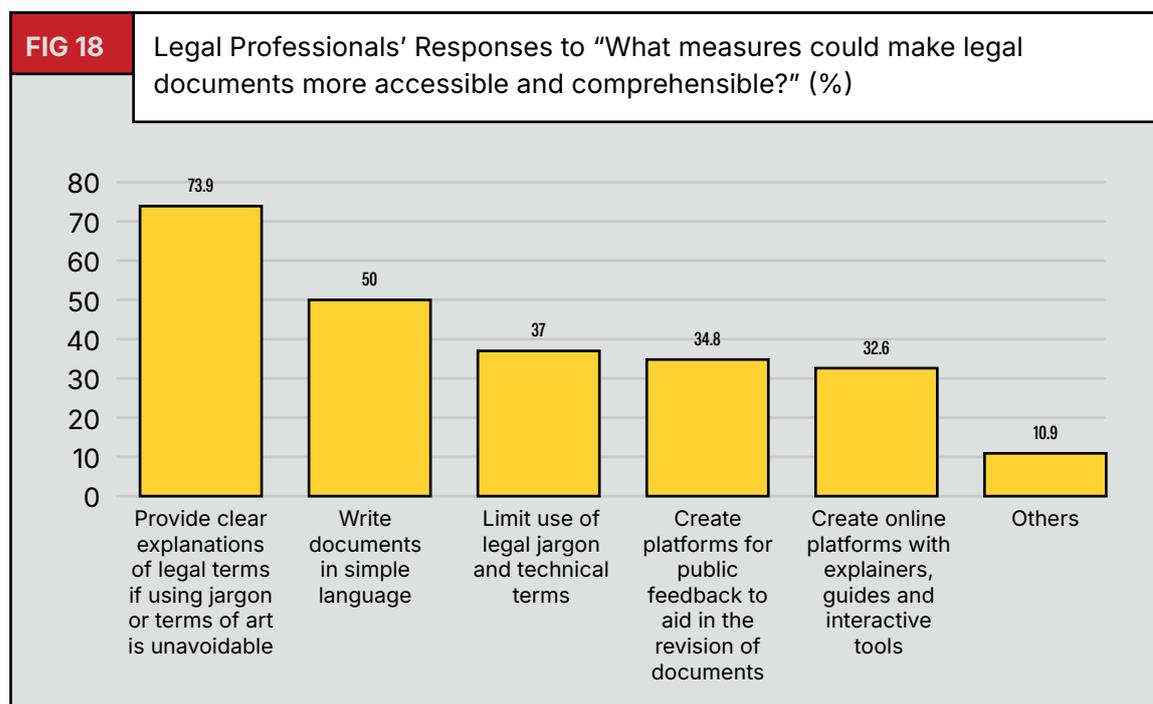
The respondents identified several key measures to enhance the accessibility of legal documents. Writing in simple language received the highest support (74%), followed by providing clear explanations of the legal terms if using jargon (50%). Nearly 37% and 35% of the respondents, respectively, believed that there is a need to limit the use of legal jargon and create platforms for public feedback while revising the legal documents, respectively. Another 33% recommended creating online platforms with guides and interactive tools.

Writing in simple language received the highest support (74%), followed by providing clear explanations of the legal terms if using jargon (50%).

Other suggestions by 11% of the respondents included:

- Inclusion of illustrations to clarify the document's intent.
- Legal drafting should begin with a clear understanding of the document's purpose and intent.
- Incorporating recent case laws, legal precedents, and research findings into the drafting process.

However, a few respondents were of the opinion that the effort to simplify legal documents was a futile exercise.



A Delhi-based lawyer highlighted the challenges posed by the complexities in drafting bills and gift deeds, noting that even legal professionals often struggle with the jargon. He emphasised the need for more accessible legal documents, suggesting that terms like 'assign,' 'assignee,' and 'bequeath' be replaced with simpler alternatives such as 'transfer' to enhance clarity and comprehension. According to him, *"I don't see simplification as merely making the language of the law less complex. It is also about helping people understand the purpose of the legal system and why it exists. It is more about access and utilisation of the legal system by people. Simplification is just one way to make it more accessible"*.

Another Delhi-based legal professional specialising in intellectual property laws cited an example of the Patel Field Marshal decision,<sup>11</sup> where the Supreme Court interpreted Section 124 of the Trademarks Act, 1999. The Court provided clarity by breaking down the section, explaining the conditions it outlined, and detailing the procedure to be followed. This approach demonstrated how simplified documents can serve as valuable tools for understanding complex laws, benefiting not only lawyers and judges but also the general public.

Several legal professionals also believed that simplification alone is not enough; clients must also understand the underlying principles. For instance, a rental agreement might seem to favour the landlord, but it is crucial to include clauses that protect the tenant in unforeseen situations, like a building collapse. A well-structured and clear contract also helps eliminate disputes by ensuring both parties agreed on the terms and understood their mutual obligations. Well-structured and easy-to-understand documents facilitate balanced negotiations, leading to more amicable resolutions if issues arose, rather than resorting to litigation.

## I. Conclusion

The survey which was conducted with the 46 legal professionals revealed significant concerns and insights regarding the current state of legal drafting. It also highlighted the ongoing challenges in balancing clarity

with technical precision. Most respondents expressed dissatisfaction with the adequacy of legal documents in fulfilling their intended purpose. Over half reported that legal documents frequently fail to communicate effectively. This dissatisfaction highlights the urgent need for reform in legal drafting practices.

**Most respondents expressed dissatisfaction with the adequacy of legal documents in fulfilling their intended purpose. Over half reported that legal documents frequently fail to communicate effectively.**

<sup>11</sup> Patel Field Marshal Agencies & Anr. v P.M. Diesel Ltd. & Ors., AIR 2017 SCC 1388.

Comprehensibility emerged as a central theme, with nearly all respondents stressing the importance of making legal documents accessible to the average person. The majority agreed that simplifying legal drafting would enhance decision-making, access to justice, and dispute prevention. It was also noted that complex and inaccessible language will remain a barrier, creating confusion, reducing trust in the legal system, and delaying legal processes.

In terms of solutions, respondents advocated for simple drafting as an effective means of achieving both comprehension and precision. This approach was considered crucial in addressing the ambiguity in legal documents. Most respondents believed that simplifying legal documents could bridge the gap between legal professionals and the general public and encourage better communication and trust.

Respondents also identified several strategies to improve accessibility, such as using simple language, reducing jargon, providing clear explanations, and creating online platforms. These suggestions reflect a shared commitment to making legal documents more understandable, thus promoting fairness and transparency in the legal process.

Ultimately, the findings emphasise the need for a shift towards simpler, more comprehensible legal drafting practices that serve both the law's technical requirements and the public's needs.

**Respondents advocated for simple drafting as an effective means of achieving both comprehension and precision.**



# Specific Results and Insights on the Rent Agreement



Rent agreements are a commonly used legal instrument that most people have to deal with. It is crucial that people fully understand the terms of the agreement and their rights and obligations to minimise disputes.

During multiple FGDs, members of the general public reviewed the Standard version of a rent agreement alongside a SARAL version. Most participants noted that there was a considerable difference between the two versions in terms of clarity and comprehension.

Similarly, IDIs were conducted with members of the legal fraternity to understand their views on the credibility and ease of understanding of both the SARAL and Standard versions of the rent agreement and how precisely these documents conveyed legal concepts.

Both the Standard and the SARAL versions of the rent agreement are attached in *Annexure 2*.



## Group A (General Public's) Responses to the SARAL and Standard Versions

### A. Recognition and Credibility

Participants generally recognised both versions as legal documents. Since the rights and obligations contained in both documents were the same, their legal character was not affected by the language used in them.

The SARAL version was seen as more straightforward, with headings and subheadings that made it easy to identify legal sections and understand the document's intent. In contrast, the Standard version was perceived as more convoluted,

with complex sentences and legal jargon that made it harder for non-experts to discern its legal nature.

One FGD participant in Noida observed that more than the language used in the documents, the presence of other markers, such as the rent agreement being prepared on a stamp paper, would make it appear like a legal document.

On the other hand, a few people, such as a participant in Ghaziabad, opined that the Standard version appeared more legal due to the use of regular legal language that one encounters in usual legal documents.

In assessing the credibility of the two rent agreement versions—Standard and SARAL—participants in focus groups highlighted various aspects that influenced their perceptions.

The FGDs revealed mixed opinions regarding the credibility of the Standard versus the SARAL rent agreements. Several participants felt that while the Standard version was more complex and utilised tougher language, it included terms widely accepted in legal settings, contributing to its 'perceived' credibility. According to one participant from Noida, the Standard version was seen as more credible due to the common perception that legal documents should use complex language.

“ “ “ Since there is a perception that legal documents should use complex terms and language, I think the Standard version is more credible.

*FGD Participant, Noida*

Conversely, an almost equal proportion of the participants found the SARAL document more credible. They consistently emphasised that the SARAL version's clarity and readability significantly enhanced its credibility.

A participant from Bengaluru expressed that the SARAL version felt as though the owner was directly addressing the tenant in straightforward, easy-to-understand language, which increased its credibility. Further, the SARAL version was seen as more professionally crafted, contributing to its credibility. Participants from Bengaluru suggested that the SARAL document likely involved inputs from a legal professional, as opposed to the Standard version, which seemed to be prepared by someone less experienced in legal drafting. This perception of expertise further bolstered the credibility of the SARAL version.

**Participants overwhelmingly preferred the SARAL version due to its simplicity, clarity and ease of understanding.**

Given the choice between the two versions, participants overwhelmingly preferred the SARAL version. They believed the general public would also favour the SARAL version due to its simplicity, clarity, and ease of understanding. The consensus was that a legal document's credibility is not just about its adherence to legal formalities but also its ability to communicate effectively with the intended audience.



Legal documents serve no purpose if they aren't understood.

*FGD Participant, Gurugram.*

A minority of participants felt that both documents were equally credible since they essentially covered the same terms; the only difference lay in their language.

There was a clear preference for the SARAL version when it came to confidence in signing the document. Participants felt confident in the SARAL version due to its

clarity and straightforward language, which reduced the likelihood of misunderstanding legal obligations.

**Most participants agreed that both documents seemed equally credible and valid according to law, and they would sign either.**

Most participants agreed that both documents seemed equally credible and valid according to law, and they would sign either. Some participants said that they would sign the SARAL version more readily because it was easier to understand, which gave them more clarity regarding their rights and obligations.

Participants generally felt that the SARAL version required more skill to produce due to its user-friendly format which did not compromise on effective communication of legal concepts. The Standard version was seen as easier to draft but less clear. A participant from Shanti Nagar, Bengaluru, believed that the Standard version would have been drafted by a notary or a person who had just started studying law, while the SARAL version would have been drafted by a lawyer.



I think the person who prepared the first document might be in the early stages of their legal studies or trained in professional English, which is why it is written in paragraph form. In contrast, the second document appears to be prepared by someone with legal training, as indicated by the use of clauses, subclauses, and Roman numerals.

*FGD participant, Shantinagar, Bengaluru*

## B. Readability and Comprehension

The SARAL version of the rent agreement was favoured for its readability, with participants noting that the simplified language made it easier to understand the document and the structured format with headings helped them quickly locate and understand legal terms and clauses.

Conversely, the Standard version was criticised for its lengthy paragraphs and use of legal jargon, which led to confusion and obscured its legal intent. Some participants questioned the use of archaic, obscure language and convoluted structure that made the Standard version difficult to read for the very people who entered into such agreements. On the other hand, a participant from Srinagar, Bengaluru, noted that because of the use of simple language, the SARAL version felt like the owner was directly communicating with the tenant, making it easier to follow.

““” What is the point of drafting a legal document for the common public if they cannot understand it?

*FGD Participants, Gurugram*

Terms like “subject to jurisdiction” and references to the Indian Contract Act, 1872 were particularly challenging for participants to recognise and understand without additional explanation, showing how legal concepts may sometimes be difficult for the average person to grasp.

““” Clause no. 15 of the Standard rent agreement, which states, ‘Any disputes in this agreement are subject to [•] jurisdiction only and shall be governed by the Indian Contract Act, 1872,’ was difficult to understand. A layperson would likely have no knowledge of the Indian Contract Act, so a summary should be provided.

*FGD Participant, Gurugram*

Some participants also noted how they did not understand the meaning of certain technical terms that an average person does not usually come across, such as “free from encumbrances”. Additionally, a few participants expressed confusion over the terminology used in the Standard version. Terms like “licensor” and “licensee” were considered less common and less familiar compared to “tenant” and “owner.” This unfamiliarity led to misunderstandings about the rights and obligations outlined in the agreement.

““” Why can’t the document just use the terms owner and tenant instead of complicating it and saying licensors and licensee or lessor and lessees?

*FGD Participant, Srinagar, Bengaluru*

A participant in Noida observed, for instance, that the first paragraph of the Standard version itself was lengthy and utilised dense, technical language, which would make one lose interest and not want to read the document further. FGD participants from Srinagar, Bengaluru also struggled to understand the preliminary contents of the document, pointing to clauses such as “which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrator, and assigns.” However, they found the same content easily understandable when reading the SARAL document.

Participants observed that the SARAL version was more effective in conveying its contents without overwhelming the reader. They also noted the use of ordinary English language that people generally encounter in their daily lives, which made the document easier to read and understand. According to some participants, this also made the SARAL version comprehensible without expert assistance, according to some participants. As one FGD participant in Harinagar, New Delhi, observed, a common

person would need legal assistance to understand the Standard version of the document, but the SARAL version was more clear and easier to understand on their own.

Another participant in Harinagar, New Delhi, stressed on how the use of technical legal language may be especially detrimental to some groups, such as women who are homemakers, who hardly ever encounter this language in their daily lives. The SARAL version of the document, which conveyed the same terms as the Standard version but used everyday English for this, rectified this issue and was easier to grasp for her.

Overall, there was a consensus among participants that the SARAL version was easier to understand. This was attributed to its clear separation of sections and use of headings and bullet points, which enhanced the document's clarity and efficiency. As one participant from Gurugram stated, *"If I need to refer to a certain point, I can directly go to that particular section because there are headings."*

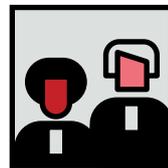
Participants also highlighted that sections like 'Lease Premises,' 'Term of the Lease,' and 'Rental Fee' clearly defined permissible and prohibited actions together in one place, ensuring overall clarity. Hence, the layout and formatting were key factors in the perceived ease of comprehension. The SARAL version's use of headings and bullet points was seen as significantly improving readability and engagement. Participants from Harinagar, Delhi, noted that the clear headings in the SARAL version made it easier to navigate and stay engaged with the content.



While the Standard document was more comprehensive, the SARAL document balanced simplicity with precision, ensuring that all necessary legal information was included without overwhelming the reader.

*FGD Participant, Sahakar Nagar, Bengaluru*

Conversely, the Standard version's paragraph form was seen as more likely to cause readers to lose interest and potentially miss crucial information. It required readers to search through dense paragraphs to locate key points, which could be cumbersome and time-consuming. Similarly, an FGD participant from Noida stated that in the case of the Standard version of the rent agreement, a tenant would have to read the entire document to understand the terms and conditions. However, with the SARAL version, they could directly go to the heading and read the specific point.



## Group B (Legal Professionals') Responses to the SARAL and Standard Versions

### A. Recognition and Credibility

During discussions, most legal professionals did not perceive significant differences between the Standard and the SARAL versions. Both agreements appeared similar in terms of legal language, with the SARAL version using more simplified language. They recognised both documents as equally credible legal documents and were able to identify the legal terms and clauses in both documents.

For instance, a retired High Court judge opined that a document does not need to employ complex sentence structure or legal jargon to be a valid legal document that creates binding rights and obligations. Legal documents do not need to use phrases such as "unless repugnant to the context or otherwise" or be printed on green paper to be valid; the legality of a document depends on its substantive content. Usage of these terms and others such as 'whereas' and 'wherein' are drafting traditions inherited from the British which continue

to be employed in India while efforts are underway to move away from them in England.

A few legal professionals were of the view that the SARAL version appeared more credible due to its use of headings and a formal structure, enhancing its professionalism and authority. However, they mentioned that government officials still favour the Standard version with more complex language.



Precision and accuracy are crucial in legal drafting, from defining the scope and object to tailoring obligations fairly. Precision ensures credibility, which is of utmost importance in a legal document.

*A corporate lawyer*

While most respondents believed the general public would prefer the SARAL document, some legal professionals thought that the average person might opt for the complex document, perceiving it as more authentic. A Bengaluru-based lawyer stated that the average person might trust the more complex document, believing that its intricacy made it more official. However, she felt those who can understand the simpler SARAL version would likely prefer it.

Most legal professionals agreed that drafting the Standard version would be more challenging due to its complexity. Lawyers experienced with similar agreements mentioned that intricate language requires significant effort to ensure clarity while preserving meaning. In contrast, the simpler SARAL version likely takes less time to draft due to its straightforward nature. Some legal professionals, however, believed both documents demand a similar level of effort and skill to produce.

A retired High Court judge, on the other hand, was of the view that the SARAL version would have been more difficult to produce since it moved away from conventional drafting practices.

Respondents were divided on client confidence in signing the documents. Some believed that clients might be more confident signing the Standard version due to its perceived legitimacy. In contrast, others felt that the SARAL version would inspire more confidence as clients could better understand its clauses. A lawyer mentioned that the SARAL document's clause on a 5% increase in rent was clearer and easier to understand compared to the Standard version. Similarly, the security deposit clause was effectively conveyed in just two simple sentences, making all important details clear. Thus, clients may feel more confident signing it.

## B. Readability and Comprehension

The majority of respondents found the SARAL document significantly easier to read and understand, even at a glance. This clarity and accessibility were deemed especially advantageous for the general public. The respondents observed that the SARAL document's structure, characterised by clear subheadings, was a standout feature that facilitated quick understanding and easier navigation, particularly for non-lawyers. Key sections such as terms, security deposits, electricity charges, and the lock-in period were prominently highlighted, making it easier for readers to locate and comprehend specific clauses.



The simplified document is very effective. I was able to quickly locate key elements typically found in a rent agreement. It presented information directly and clearly, a quality that was lacking in the

Standard version. The neat organisation ensured that it conveyed its intended message effectively.

*Supreme Court advocate*

“” For everyday contracts, simplicity and clear formatting encourage people to read and understand the terms. If the document is overly lengthy and complex, they may choose to trust their lawyer without fully reviewing it. Thus, a well-organised document, like the SARAL document, will be generally preferred.

*Lawyer, Bengaluru*

Conversely, the Standard version, lacking clear subheadings, appeared less structured and more overwhelming. Many felt that the complex language and structure of the Standard version made it challenging to accurately locate and interpret specific clauses, thus requiring more time for analysis. Respondents praised the categorisation in the SARAL version, noting its usefulness in quickly locating specific clauses.

Another lawyer from Bengaluru highlighted the importance of clarity and intuitiveness in documents, which allows readers to effectively grasp the salient points. She criticised the Standard version for its lack of headings and pointers, confusing structure, and unnecessary repetitions and cross-references, making it difficult to follow. She pointed out that due to repetition in documents, readers may sometimes miss crucial clauses. *“Poor drafting can result in essential elements being discarded along with redundant ones. A complex document not only takes longer to read but also leads to more questions, which in turn consumes more time.”*

A few legal professionals mentioned that they found both documents simple and easy to understand as they were used to

reading dense, legal documents. However, in their opinion, the SARAL version would be preferred by the general public.

When asked if there were any terms or clauses that they found easier to understand in one version over the other, a Delhi-based lawyer mentioned that in the SARAL document, the clause on a 5% increase in rent was clearer and easier to understand as compared to the Standard version. Similarly, the security deposit clause was effectively conveyed in just two simple sentences in the SARAL version, making all important details clear.

A Supreme Court advocate noted that clause 5 of the Standard version was confusing. It specified that the rent would be due by the 7th of each month and included a provision that “facilities shall be incidental to the occupation of the house by the Licensee on a leave and license basis and not devoid of it”. He said that he could not clearly establish the intent of this complex sentence as a lawyer, and it would be even more difficult for a non-lawyer.

**A retired High Court judge noted that there were many instances of ambiguity in the Standard version.**

A retired High Court judge noted that there were many instances of ambiguity in the Standard version. For instance, the agreement stated that the occupation of the house was being given to the licensee personally and he would not be entitled to allow anybody else to occupy the premises or any part of it. It was not clear whether he could employ a domestic worker or if his family could live with them at home.

Even though he found the SARAL version to be a vast improvement in terms of accessibility of the language and

communicating its intent, he noted that there was scope for further simplification even in that version. One example was the clause relating to the lock-in period in both the Standard version and the SARAL version.

“ ” The lock-in period may be six months from the date of the agreement which means, what is the date of the agreement? I have to go back to the beginning. Why not just say that the lock-in period is from this date to this date? From 1st January to 30th June. Finished. Then there is no ambiguity because you have an exact date. What is the advantage of saying it will be six months from the date of this agreement? From the date of this agreement, we first find out the date and figure out whether the date is excluded. Then calculate six months. Some months have 28 days, some months have 31 days, some months have 30 days. Now what is the difference between six months and six calendar months? Why not simplify it and say the lock-in period is from 1st January 2025 to 30th June 2025? Finished.

*Retired High Court judge*

On the other hand, another lawyer specialising in international economic and commercial laws noted the ambiguity in the SARAL version of the rent agreement, suggesting that the dispute resolution clause should be more specific, clearly stating the applicable laws and courts to avoid ambiguity.

Most legal professionals preferred the SARAL version, as it would be easier to understand for their clients. Its clarity, simplicity, and precision, in their opinion, made it more effective. They agreed that the SARAL version would benefit not only the general public but also legal professionals. *“The simplified document effectively conveyed legal concepts. When*

*reviewing a rent agreement, I typically look for specific details, and I found them easily in the simplified version. It was direct and neatly organised, which is uncommon in most contracts. It definitely achieved its purpose of clear communication,”* stated an advocate practising at the Supreme Court.

Some legal professionals, however, mentioned that they found both the Standard and the SARAL versions equally clear in terms of readability. As a Delhi-based lawyer noted, *“Both documents are quite readable. However, if the length were significantly different—say one was 100 pages and the other 200 pages—I would definitely notice a difference. But as they stand, I don’t have any issues with the readability of either draft.”*

### C. Precision and Accuracy

Most legal professionals were of the opinion that a simplified legal document, such as the SARAL version of the rent agreement, can balance both comprehension and precision effectively. They believed straightforward, accessible language would benefit the general public the most. According to a Supreme Court advocate,

“ ” Simplified documents can maintain comprehension and precision because, for a layman, the full meaning of a document is often unclear. I’ve seen many cases where people sign agreements on unfavourable terms, assuming the content is correct.

*Supreme Court advocate*

In fact, most of them were of the view that simplified legal documents would reduce disputes, which often arise due to the use of complex language.

“ ” The Standard document’s complexity left room for multiple interpretations, which could lead to confusion. The SARAL

document aimed to eliminate ambiguity by being more exhaustive and precise, reducing the risk of misinterpretation.

*Lawyer, District Court, Bengaluru.*

However, discussions also highlighted the reason behind legal documents often being lengthy and complex. Legal professionals try to aim for high precision to address every possible situation, thus including multiple possible scenarios and exceptions. Many legal professionals were of the view that it is easy to write lengthy, complex sentences, but simplifying and getting straight to the point requires skill.

Respondents believed that it is crucial to use non-ambiguous terms in legal documents. A Bengaluru-based lawyer practising commercial and civil litigation pointed out that ambiguities arise when clauses are unnecessarily complex and long.

“Being direct and to the point is more effective—if you want a three-month lock-in period, just say it plainly instead of using three long sentences to convey the same idea. The Standard document might seem more legitimate because it takes 50 words to say what could be said in just 8, but that is not the case.

*Lawyer, Bengaluru*

A retired High Court judge was of the view that simple, accessible language does not impact the precision of the rent agreement. According to him, far from complicating or compromising anything, simple language lends clarity and prevents any kind of ambiguity, and thus, further litigation. He said that a legal document should be drafted to capture the terms arrived at with the client in a straightforward manner. *“You are having a conversation with your client to figure out what the client wants, correct? The document that you produce must reflect that conversation. It doesn't have to be as informal as a conversation,*

*but it must capture the essence of the conversation. It needs to be in slightly formal language, but it does not need to be and should not be in a language that is obscure, ambiguous, ambivalent, or impenetrable.”* In his opinion, the Standard version of the document violated all of these requirements.

He further elaborated on how traditional legal drafting often contributes to uncertainty in the interpretation of legal documents.

“If two lawyers will look at the same piece of complicated drafting and come to opposite conclusions, very often this happens in court. The same claims will be read differently by different people and that should never happen. This leads to a situation of uncertainty and uncertainty is really the enemy of justice and of law. You need certainty and clarity. It has to be precise. It has to be unambiguous.

*Retired High Court judge*

A lawyer working as Associate Director of Public Policy slightly differed from this opinion, saying that it is better to err on the side of including too much detail rather than too little, as insufficient detail would later lead to complications and legal issues. *“I am not advocating for draconian language, but it is essential to be very clear about what is needed. For instance, when drafting laws, the definition section clarifies the meaning of key terms. This approach should be incorporated into simplified documents to prevent ambiguity. For example, if a document states that a deposit must be returned ‘immediately’, specifying a timeframe such as two, five, or seven days helps ensure clarity. This level of detail should be included in both Standard and simplified drafts.”*

However, she added that many paragraphs in the Standard version were difficult for a non-lawyer to understand. Specifically, she referred to the very first paragraph, which was filled with unnecessary jargon. She also criticised the inclusion of other archaic language, such as, "WHEREAS the Licensor is the absolute owner of Residential Space as described in Schedule A which is the subject matter of property of this service agreement". Such clauses are easily replaceable with general English versions which would not compromise the precise legal meaning in any way.

An Assistant Professor pointed to the ambiguity inherent in some regularly utilised legal terms, despite courts trying to give them specific meanings over the years. He referred to the term 'reasonable', used in clause 1 of the SARAL version and clause 9 of the Standard version, which is problematic because it is often contested across different forums. He suggested that instead of using vague terms like "reasonable hours," it would be better to specify exact times, such as "between 10 am and 6 pm." He also pointed out that the phrase "prior notice" is ambiguous, asking whether it could mean a notice just 5 minutes before arriving. He emphasised that being more specific in such instances would be more helpful.



### **Comparative Analysis: Group A and Group B**

Both the general public and the legal professionals found the SARAL version of the rent agreement easier to understand compared to the Standard version. Across Delhi, Bengaluru, and the NCR, participants reported that the SARAL version's simplified language and structure facilitated quicker comprehension. Legal professionals also acknowledged the SARAL version's clarity,

emphasising on its organised structure with subheadings and simplified language, which made it easier to grasp.

According to the general public, the user-friendly layout and accessible language made it easier for them to engage with the document and read it completely. They prefer to skim through legal documents due to a lack of understanding. Many of them found the long paragraphs and archaic language in the Standard version intimidating. They also identified specific structural issues in the Standard version, such as repetitive clauses, contradictions, and confusing terminology.

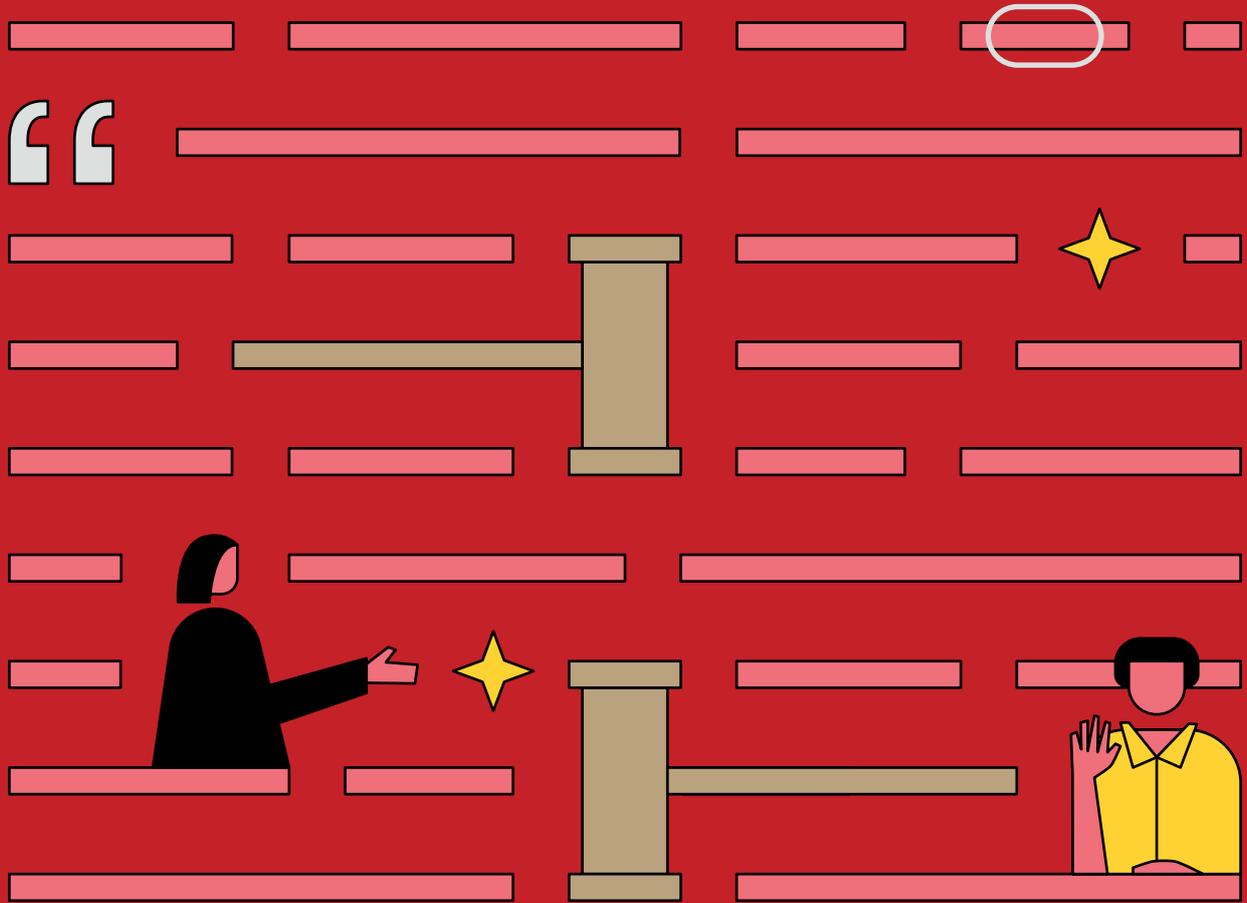
This was not an issue faced by legal professionals as they encounter this language as part of their profession. However, they noted that they, too, would benefit from the language and formatting tweaks made in the SARAL version. Some legal professionals also remarked that the complex structure and unnecessary repetitions in the Standard version's layout could result in confusion and misinterpretation. As noted above, some even endorsed the adoption of this approach towards the drafting of other contracts.

Most people among the general public and the legal professionals found both documents to be credible. They spoke about how the "perceived credibility" of legal documents is sometimes derived from the use of traditional legal language. Some legal professionals also felt that their clients may find the Standard version more credible due to this perception. However, the insights from the survey show that this is not the case. In fact, most FGD participants said they would sign the SARAL version of the rent agreement more easily because they understood their rights and obligations better.

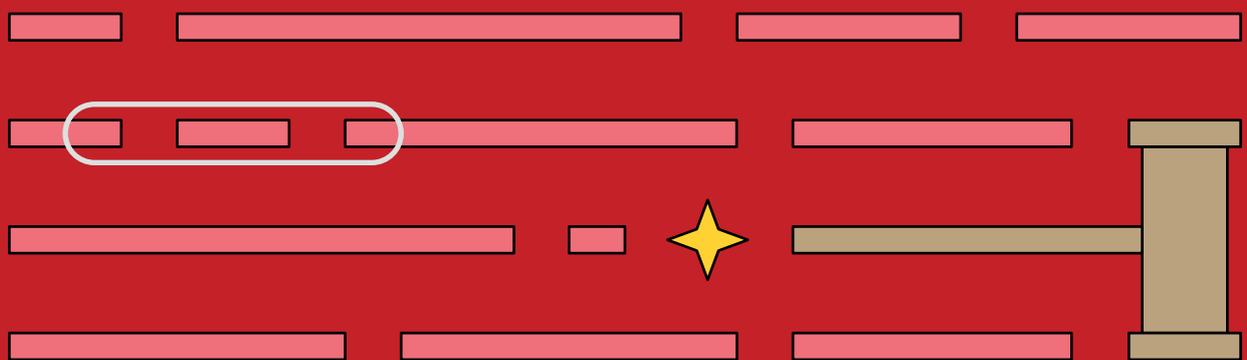
The general public felt that the SARAL version required more skill to produce due to its user-friendly format, which still maintained legal integrity. The Standard version was seen as easier to draft but less effective in communicating its legal content clearly. On the other hand, most of the legal professionals believed that drafting the Standard version would be more challenging and time-consuming due to its complex language and detailed clauses. Although templates could ease the drafting process, creating a Standard version from scratch would require considerable effort to ensure precision and clarity. Conversely, the SARAL document's straightforward language and structure suggested it would be quicker and easier to draft.

A portion of the general public perceived the Standard version as more credible due to its complexity and use of legal jargon, aligning with the belief that intricate legal documents appear more authentic and authoritative. Conversely, another significant portion of the general public found the SARAL document more credible because of its clarity and accessibility. On a similar trend, legal professionals were split in their views. While some appreciated the SARAL version's professional crafting and perceived legal expertise, others felt that the Standard version's use of complex language contributed to its credibility, aligning with the traditional perception of legal documents.

Even though some legal professionals recognised the value of the Standard version in certain contexts, the overall preference leaned strongly towards the SARAL version for its effectiveness in communicating legal terms in a straightforward and accessible manner.



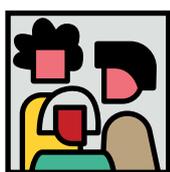
# Specific Results and Insights on the Judgement



A judgement is a decision by a Court of law based on the adjudication of contesting rights of parties involved in a legal dispute. A judgement communicates the legal decision in a dispute and often leads to the development of principles of law which are applied in similar cases in the future. It is thus important for a judgement to be clear, simple, and accessible such that parties to the case have clarity on and reasons for the outcome. As judgements also have the status of law, especially in common law countries such as India, their accessibility is key towards ensuring that the general public remains abreast with legal developments.

During multiple FGDs, members of the general public reviewed the Standard version of excerpts from a judgement alongside a SARAL version. Similarly, IDIs were conducted with members of the legal fraternity to understand their views on the credibility and ease of understanding of both the SARAL and Standard versions.

Both the Standard and the SARAL versions of excerpts from the judgement are attached in [Annexure 2](#).



### Group A (General Public's) Responses to the SARAL and Standard Versions

#### A. Recognition and Credibility

Most participants who received the Standard version of the judgement recognised it as a legal document based on its formal structure and terminology. However, beyond recognising it as a judgement, all participants struggled to comprehend the document. For instance, a participant from Dwarka remarked, *"All I could understand was that the document was a judgement."* This difficulty in comprehension was consistent across

various locations, with many expressing frustration over the excessive use of synonyms and complex sentence structures.

Similarly, most participants recognised the SARAL version of the judgement as a legal document as well and were of the opinion that both were legal in nature. They reasoned that since both documents were officially titled "In the Supreme Court of India, Criminal Original Jurisdiction," their identity as legal documents was intact.

Most participants were of the view that both documents were credible legal documents. Some were of the view that people might consider the Standard version of the judgement more legitimate due to its complex language, which is traditionally associated with legal documents. Another participant from Dwarka, Delhi, argued that it is not just the language but the specific legal terminology that makes a document legal. He suggested that if everyone could easily understand legal documents, the role of lawyers would be diminished.

While most participants acknowledged the importance of simplification, they cautioned against simplifying a document to the point where it loses its authenticity. A few participants emphasised that legal documents should not adopt the casual language used in everyday conversations, as it could undermine their seriousness.

However, there was some confusion regarding the nature of the documents. One participant from Harinagar, Delhi, mistakenly believed that the Standard and the SARAL versions were different documents, thinking that the Standard version was a petition and the SARAL version a judgement. This was an isolated view, as other participants affirmed that both documents were identical in content, differing only in language complexity. Other participants confirmed that the documents were identical, except for the simplified language in the SARAL

version. They found the SARAL version more understandable and less intimidating. Participants noted that the SARAL version was more user-friendly, with clearer structure and language. This, in their view, did not compromise the document's credibility but made it more accessible.

Another prong of analysis involved identifying which of the two documents was more difficult to draft. Participants had mixed opinions on this issue. Some believed that the Standard version, with its complex language and structure, would be more challenging to draft. The use of elaborate vocabulary and intricate sentence constructions was seen as demanding more skill, though this did not necessarily result in better understanding. Conversely, others thought that drafting the SARAL version, due to its need for clear and detailed clauses, would be more difficult.



The essence can be conveyed in a few simple words, so why use such bombastic language?

FGD participant, Sahakar Nagar, Bengaluru

According to a school teacher from Bengaluru, *"it would depend on who is drafting. Because the one who is drafting, I don't think it's harder from that person's point of view. Drafting the SARAL document would be difficult because the clauses and everything are mentioned very clearly. For the person drafting the Standard version, it may be easy. Drafting is easier than understanding"*.

Some participants felt that if a lawyer were drafting the judgement, the SARAL version might be more challenging due to its need for clarity and precise language. Conversely, for the average person, the Standard version would likely be more difficult to produce because of its complex language and structure.

## B. Readability and Comprehension

There was a significant difference in how the participants perceived the two formats across various focus groups.

The Standard version was consistently described as being written in complex and challenging language, making it difficult for readers to understand on the first read. In contrast, the SARAL version was widely praised for its clarity and simplicity, with most participants agreeing that the crisp writing and organised structure made it more easily comprehensible.

All participants who received the Standard version of the judgement expressed difficulty in recognising and understanding the language used. They found the text challenging to comprehend on the first read, with some stating they could only grasp the meaning by looking up words online. They also generally struggled to recognise its legal nature due to the complex language and obscure terms used. While most could identify it as a legal document based on its formal structure and terminology, their understanding was superficial. This difficulty in comprehension was consistent across various locations, with many expressing frustration over the excessive use of synonyms and complex sentence structure.



If a layperson goes to court and is given this document, it will mean nothing to him. Even for an educated person like me, if you hand me this paper and ask about it, I wouldn't be able to respond to many things. Additionally, if I am a petitioner in a higher court and this kind of language is used, any good lawyer could easily bamboozle me into signing because this document is complex, and I know nothing about it.

FGD Participant, Dwarka

In comparison, the SARAL version of the judgement was widely recognised as easier to understand and more effective in conveying its legal nature. Participants appreciated the clear, numbered points in the SARAL version, which made it easier to follow and recognise the legal terms. In contrast, the Standard version was criticised for its intimidating and confusing language. As one participant from Sahakar Nagar, Bengaluru, observed, *“The Standard document looks like a PhD thesis, while the SARAL version resembles a case study.”*

On comparing both the documents, a participant mentioned that after reading the Standard version, the SARAL version seemed far better because it was crisp and specific. However, she also noted that if you read the SARAL version on its own for the first time, it might not be entirely clear what it is about and would likely require a second or third read to fully understand.

“ ” I initially misinterpreted Article 32 in the Standard document. On reading the SARAL version, I could understand that Mr. Swami is asserting that freedom of speech allows one to express opinions about individual reputation, but it cannot be countered by threats or criminal charges.

*FGD participant, Shahakar Nagar, Bengaluru*

FGD participants from Sahakar Nagar, Bengaluru, stated that almost all the words mentioned in the Standard version were beyond their understanding, and they could not fully grasp their meaning. They shared, *“I tried to focus on certain lines discussing freedom of speech. I inferred the document's context from a reference to the colonial era, where the ruler dominated the subjects. From this, I deduced that the document likely addresses issues of authority. Certain lines, expressed in layman terms—maybe one or two here*

*and there—did help with understanding. However, overall, the content was beyond my comprehension”.*

During the FGDs, the participants agreed that just because a document is legal does not mean it should be incomprehensible. They emphasised that clarity is crucial. They were of the opinion that each word in a judgement (or any legal document) matters because even a slight change in wording can alter the entire meaning.

“ ” The document's use of complex English will pose a challenge, even for educated people and particularly for the rural population, who may struggle to understand high-standard English despite using English in daily life. People are generally comfortable with simple English, the kind used in everyday communication.

*FGD participant, Dwarka Expressway, Delhi*

Further, the lack of understanding with the Standard version fostered mistrust and reluctance, while the SARAL version, being more comprehensible, inspired greater confidence. An FGD participant from Sahakar Nagar, Bengaluru, expressed that the first paragraph in a document should be the simplest to encourage the reader to continue. She observed that the Standard version was discouraging to read because the first paragraph seemed never-ending, lacked proper punctuation, and used complicated words. In contrast, the SARAL version had a clear and accessible first point, which made it easier to connect with and motivated her to keep reading.

“ ” The first paragraph of the Standard document is intimidating and makes me feel anxious. The first three lines can cause worry to a reader about the content's complexity. My suggestion is that the text should not only be shorter but also use simpler, more straightforward language. The document should clearly convey its

main points in an easy-to-understand manner as it is challenging to grasp the actual meaning.

*FGD participant, Sahakar Nagar, Bengaluru*

A large number of participants across the study locations were of the opinion that only those who have a background in law can comprehend the Standard version of the judgement.

A participant from Harinagar, Delhi emphasised the need for clarifying and simplifying legal terms to improve understanding. She shared an incident to illustrate her point as to how her family faced difficulties due to not comprehending a judge's pronouncement. *"We had a property case where the judge instructed us to vacate the house. At the time, we could not understand his words, and it was only later, after consulting a lawyer, that we realised the instruction was indeed to vacate the house. We had misinterpreted it because of the legal terminology."*

The complexity of the document also led participants to skip parts of the judgement as they were reading, and there was a request for a summarised format with headings for easier navigation and comprehension. It was noted that without a lawyer's explanation, the general public would struggle to understand the Standard version's content. According to a participant from Dwarka,

A participant who was a teacher mentioned that the ease of understanding the SARAL version depends on the individual's level of education. She felt that teachers or professionals could grasp the content. However she suggested that the document might need further simplification for better accessibility for the general population.



Since I have studied English literature and I have read Shakespearean language, I have understood most of it; but if you

ask me the exact meaning, even I will not know. Some of the words I totally don't know; they are bombastic in my opinion.

*FGD participant, Dwarka*

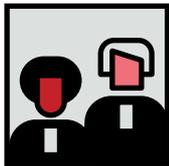
There was a strong consensus that the SARAL version would be much easier for the average person to comprehend. Despite the overall preference for the SARAL version, some participants felt that it could still be simplified further to reach a broader audience. One participant pointed out, *"For an educated audience, it is fairly easy to understand. However, considering our diverse population, it could be more accessible only if it is further simplified."*

When asked about potential improvements to enhance the comprehensibility of the Standard version, participants suggested that the entire document should be rewritten in simple language. They felt that only then could they fully understand the content and purpose of the document. Participants mentioned that they could not recognise any legal terms and text in the Standard version while they could understand the same content in the SARAL version. However, some of them also mentioned that they found the SARAL version difficult. FGD participants from Sahakar Nagar, Bengaluru, stated that almost all the words mentioned in the Standard version were beyond their understanding, and they could not fully grasp their meaning. They shared, *"I tried to focus on certain lines discussing freedom of speech. I inferred the document's context from a reference to the colonial era, where the ruler dominated the subjects. From this, I deduced that the document likely addresses issues of authority. Certain lines, expressed in layman terms—maybe one or two here and there—did help with understanding. However, overall, the content was beyond my comprehension."*

Participants suggested that the case should have a brief summary. While people are familiar with more common

concepts like the right to freedom, they would not know specific references to Articles in the Constitution. Therefore, the document should briefly mention each article and explain its meaning to enhance understanding.

Overall, participants stressed the importance of readability and comprehension in legal documents. This is essential to prevent misinterpretation and ensure that content is understood. The consensus among the general public was that understanding legal language empowers individuals to ask informed questions.



## Group B (Legal Professionals') Responses to the SARAL and Standard Versions

### A. Recognition and Credibility

Most legal professionals could easily identify the legal terms and clauses in both the Standard version of the judgement and the SARAL version. A lawyer from Bengaluru mentioned that he is trained to look for keywords and specific words. According to him, *“when I see Article 32, it takes me to Article 32 of the Constitution of India which is the Supreme Court’s power to do certain things based on rights, duties. For me, when I read these documents, I am only looking for specific patterns, of words and numbers put together”*.

Other elements that indicated the document’s legal nature included references to the Supreme Court and terms like “criminal original jurisdiction” and “writ petition,” and contextually significant phrases.



The opening sentence of a document often signals its legal nature, and familiar legal terms carry deep meanings.

Lawyer, Bengaluru

There was consensus among legal professionals that despite modifications, the SARAL version of the judgement had preserved its legal identity without sacrificing information. Most legal professionals could easily identify key legal clauses and terms in both the Standard and SARAL versions.

Most legal professionals remarked that the presence of legal jargon doesn’t determine the quality of a legal document. They pointed out that many documents contain legal jargon but are still poorly constructed. In terms of credibility, most legal professionals stated that both the Standard and SARAL versions of the judgement are credible. A lawyer specialising in corporate law was of the view that credibility is crucial in law due to the profession’s nature, as clients seek assurance that they are adequately protected. According to her, the credibility of a drafter, especially one with significant experience and recognition in the legal community, enhances trust in the documents they produce. However, when comparing the two versions, she said that neither version appears more credible than the other, especially in the context of a judgement, where credibility is generally accepted.

Another lawyer from Delhi stated that both versions were equally credible. He also emphasised that for judgments, credibility is generally not questioned, although this might vary for other types of documents.



People generally accept judgements at face value, as the judge’s name is prominently displayed at the top. Therefore, for judgements, credibility is not an issue.

Lawyer, Delhi

As far as the issue of ease of drafting is concerned, legal professionals acknowledged that drafting the SARAL version required significant effort, attention to detail, and skill in conveying complex ideas in straightforward language.

A civil and commercial law specialist explained the impact of investing more time in drafting a simplified text. *"The simpler document would be harder to draft. The original text is actually very easy to write as an author. I, as a lawyer, can write this in less than 5 minutes because I don't have to bother about whether there is a flow or whether there is any meaning. If I had to write the second simplified text, I would have taken 45 minutes. But my 45 minutes would have saved at least a 100 people several reads."*

## B. Readability and Comprehension

The legal professionals' responses to the SARAL and Standard versions revealed a significant preference for simplicity and accessibility. All legal professionals agreed that the SARAL version was easier to understand due to its use of simple language and effective formatting. A notable trend among legal professionals was the emphasis on the necessity to eliminate jargon and complex sentence structures in judgements. This simplification was viewed as essential for enhancing the readability and comprehension of legal documents, ultimately serving justice more effectively.

For instance, the Standard version's initial paragraph was universally viewed as complex and challenging to comprehend without putting in additional effort. A lawyer from Bengaluru emphasised this by illustrating the complex language of the Standard version.

**“ “ ”** I really don't know what it is saying —'exposits cavil in its quintessential conceptuality and percipient discord between

the venerated and exalted right of freedom of speech and expression of an individual, exploring manifold and multi-layered, limitless, unbounded and unfettered spectrums, and the controls, restrictions and constrictions, under the assumed power of reasonableness'. Maybe if I spent half an hour on it, I might have understood. But the point is, do you really need to spend half an hour on a document?

Lawyer, Bengaluru

Conversely, legal professionals agreed that the SARAL version significantly simplified the text, making it quicker and easier to understand. An international trade law specialist noted the effectiveness of the SARAL version in addressing legal issues and case law. However, they suggested that the SARAL version could benefit from stating the case's purpose explicitly in the opening. Similarly, another international trade law specialist appreciated the SARAL version for capturing the essence of freedom of thought and expression without the complexity in the Standard version.

Most legal professionals observed that the Standard version aimed to achieve the same goal as the SARAL version, but it failed to effectively communicate the core message.

**“ “ ”** The original document struggles to align with the framework of issue, decision, and reasons. Its lengthy introduction makes it challenging to grasp the main point. In contrast, the simplified document communicates the legal message more clearly. It is well-structured, presenting the issue, summarising both sides, and outlining what the court will consider. It provides essential information about the issue concisely, making it more accessible and easier to understand.

General Practitioner, Bengaluru

A Chennai-based judge, after reviewing the Standard version, commented on the belief among some in the legal fraternity that complexity is necessary for legal language. He highlighted that in conflict resolution, it is crucial to address issues of complexity, confusion, and poor communication. He stated, *“Law should serve as a tool for justice and orderliness in transactions. If laws are complex, they effectively introduce more conflicts rather than resolving them, which is unacceptable.”* The judge also expressed strong support for the idea of simplifying documents, noting that the SARAL version demonstrated how a judgement can be written clearly and concisely. He appreciated the effort to simplify the judgement, noting that although there is always potential for improvement, the use of simplified language was a positive development. He further stated, *“No one can complain about the language or its legal nature,”* emphasising that evaluating the document from the perspective of someone without legal knowledge is crucial to ensure effective communication.

Another Delhi-based lawyer pointed out that if a provision requires an explanation, the language should be clear enough to be self-explanatory. He cited the use of explanations and illustrations in the Indian Penal Code, 1860 and the Indian Evidence Act, 1872 as examples necessitated by the complexity of the language used. He suggested that if the language were simpler, such detailed explanations might not be needed. He further proposed replacing terms like “proviso” with more accessible language, such as “exceptions,” to enhance comprehension.

Most legal professionals opined that the use of ornate language and lack of punctuation in the Standard version, as seen in the first paragraph, hindered comprehension. They emphasised that judges should focus on clear and straightforward communication to serve the public, rather than seeking

historical recognition. Additionally, they felt that the numerous and detailed citations in the judgement were excessive and unnecessary.

A lawyer from Delhi, practising international trade law, shared how she found it difficult to understand the Standard version due to its heavy use of legal jargon and unnecessarily complex language. She emphasised that the document’s use of phrases like “exploring manifold and multi-layered, limitless, unbounded and unfettered spectrums and the controls restricted” was excessive. She questioned, *“This is a marked instance where the linguistic complexity in the original version was unnecessary on the judge’s part. It is not always necessary to use the complex words and forms that judges use. This instance clearly shows how the language can be overly complicated and spurious”.* She argued that the SARAL version was much more accessible, even though some legal jargon remained in the text to address fundamental issues.

A lawyer from Bengaluru opined that the Standard version was not written for the reader but for the author, given the complexity of the language.

“ ” This judgement is just a paper with a bunch of words that realistically do not mean anything, which is unfortunate.

*Lawyer, Bengaluru*

He mentioned that complex language structures create a psychological block for the reader. He emphasised that language is supposed to bridge the gap and communicate, which the Standard version of the judgement failed to do.

“ I read this, and my brain does not want to continue. But I am trained to push and read it. But if a layperson reads it, their brain is already shut down.

Lawyer, Bengaluru

A lawyer based in Delhi pointed out that the purpose of a text is to communicate a message to someone else. He added that the Standard version of the judgement does communicate the message, but with a lot of difficulty and effort. *“Both documents convey legal obligations and consequences. However, the original version is more challenging to understand, while the simplified version is more accessible,”* he said.

A lawyer from Delhi, practising international trade law, stated that the SARAL version effectively shortened sentences and improved readability, while the Standard version was quite convoluted. *“The simplified version of the judgement was definitely much easier to understand and, more importantly, quicker to read. As a lawyer, I can understand both documents, so the Standard version is not an issue. However, the SARAL version was much faster to read and process, which is a significant advantage for a lawyer,”* she noted. However, she suggested that the SARAL version could be further refined in terms of structure and flow, particularly by clearly stating the case’s purpose in the initial paragraphs. Currently, it vaguely discusses freedom of speech and reasonable restrictions without addressing the constitutional validity of defamation until later. A clear statement of the case’s objective from the outset would enhance the document.

Discussions also revealed that the layout and formatting of legal documents significantly impacts their readability and comprehension. Most of the respondents believed that proper drafting and formatting influence both the essence of the document

and its interpretation. A Delhi-based lawyer stated that elements like the placement of commas, semicolons, and provisos are crucial for understanding the text. He added that when interpreting ambiguous documents, context from surrounding sentences and overall structure are considered.

“ I believe in written advocacy, there should be good drafting, short sentences, well-punctuated sentences, but not too many commas, full stops more than commas. A sentence should ideally never run more than a line, a line and a half at the most. The author George Orwell has written this paper called ‘The Slow Decline of the English Language.’ It talks about something I am seeing in this text – how meaningless words have found their way into the English language

Lawyer, Bengaluru

When asked about potential improvements to both documents, a Chennai-based Judge suggested incorporating headings or subheadings. He recommended that judgements, which involve reasoning and interpretation of the law, should be organised paragraph-wise with captions. Additionally, he advocated for a standardised template and format for every judgement, including a summary at the beginning.

A lawyer recommended that to enhance the legal identity of the SARAL version, the document should explicitly state the case’s purpose in the initial paragraphs. He felt that the current abstract discussion on freedom of speech versus reasonable restrictions is too vague and lacks value.

Another lawyer was of the opinion that judgements should follow a clear structure . First, judges should flag the issues, then state the decision before delving into the reasons. This approach would allow readers

to immediately understand the topic of discussion and the core decision. The Supreme Court's decision is what forms the basis for action, whether it permits or disallows something. Reasons can support the decision, but the key is to clearly outline the issues, the decision, and a very brief summary of the reasons at the beginning of the document. He recommended using this structure in both documents.

### C. Precision and Accuracy

A significant number of legal professionals emphasised on the importance of concise and focused judgements. They advocated conveying the essence of judgements in fewer pages rather than inundating them with numerous precedents, leading to voluminous documents. The consensus was that shorter, more direct judgements would enhance accessibility and engagement with the law for the average person while not compromising on precision and accuracy. It was also agreed that brevity, combined with simplification, would make legal documents more user friendly and clear.

However, there was a contrasting perspective from a lawyer in Delhi. He expressed concerns that simplifying the language might compromise essential legal nuances. His suggestion was to maintain the existing legal language while providing supplementary reference booklets in simpler language to explain the law. He highlighted the challenges of revising historical laws, such as the Civil Procedure Code, 1908 or the Indian Penal Code, 1860, which date back to the 19th and early 20th centuries. Additionally, he was concerned that changing the established language could be challenging and risk losing important nuances.

“ I think it is not just about the language; it is about comprehension and the literacy problem in the country. Even with simpler language, do we think

people will understand concepts like 'knowledge' or 'intention'? For instance, 'mens rea' is a Latin term commonly used in criminal law, equated with 'intention.' But will everyone be able to understand the word 'intention'? Simplifying the language alone might not bridge this gap. In a country like India, where we have issues with education and literacy, we cannot say with certainty that simplifying the language would fully serve its purpose.

Lawyer, Delhi

A lawyer from Bengaluru specialising in commercial and civil litigation pointed out that older legislation, despite being drafted in standard legal English, often reduces ambiguity due to its crisp and clear wording.

“ While specific laws may require complex language, judgements should simplify the law and apply it clearly to the facts of a case.

Lawyer, Bengaluru

Several legal professionals acknowledged that while simplifying language could make legal documents more accessible to the general public, it might complicate legal interpretation from a professional standpoint. One Delhi-based lawyer argued, *“Precision and accuracy are essential, but brevity should not sacrifice clarity. Ambiguity in documents can lead to numerous legal disputes.”* While he acknowledged the importance of simplifying and shortening documents, he stressed the need to convey the complete meaning without ambiguity. This approach, he believed, would help prevent future disputes and reduce the need for extensive legal interpretation and commentary. *“The biggest challenge for our profession is that simplifying legal language reduces the scope of interpretation. This language persists because its vagueness allows for multiple interpretations. Simplified language makes it harder for the legal*

*community to interpret words in different ways. Sometimes, even legislators don't fully understand the implications, so the ambiguity helps judges adapt the law to real-world situations,"* he observed.

A lawyer specialising in intellectual property law pointed out the difficulty in balancing simplicity with comprehensive coverage. He noted that simplifying language can result in losing essential nuances. He cited Section 52 of the Copyright Act, 1957, which addresses exceptions to copyright infringement and spans two pages with numerous clauses and subclauses. While this complexity makes it hard for readers to understand the law's intent, he emphasised that including these details is necessary to prevent misuse.

Discussions on the compromises associated with simplifying legal documents while maintaining precision led to a lawyer observing, *"Determining whether the quality of a text has been compromised through simplification based on just three pages of a judgement is insufficient. The extent of compromise in quality due to simplification depends on various factors, including the context, the purpose of the simplification, and other relevant considerations."*



### **Comparative Analysis: Group A and Group B**

The comparative analysis highlights a significant disparity in the comprehension of the documents presented between the general public and legal professionals. FGD participants struggled with the Standard version of the judgement, often failing to recognise it as such and finding it difficult to pronounce terms or understand the text. Words like "cavil," "unfettered," and "asseveration" posed particular challenges. Even with assistance from Google, grasping the meaning of the entire document remained difficult. The SARAL version was

clearer but still required multiple readings for full comprehension. Legal professionals also found the Standard version challenging, especially the first paragraph, which was considered overly complex. Although they could eventually understand it, many questioned the necessity of such complexity. They appreciated the SARAL version's clarity, noting that it maintained legal identity while being more accessible.

The general public had difficulty identifying legal terms and obligations in the Standard version, with some admitting that most words were beyond their comprehension. Legal professionals, however, could identify legal terms and obligations in both versions, recognising the legal identity but favouring the SARAL version for its better structure and clarity. Suggestions from the general public included providing a brief summary at the beginning of the document to outline the case's context and key points. Legal professionals recommended a standardised template for judgements, starting with a clear summary of the issues, decisions, and reasoning.

FGD participants strongly favoured the SARAL version for its simplicity and accessibility, finding the Standard version incomprehensible and frustrating. Legal professionals appreciated the SARAL version and were critical of the Standard version's complexity, acknowledging that it addressed key issues but in a convoluted manner. Across various locations, participants found the language in the Standard version too complex and prone to misinterpretation. They reported feeling frustrated, intimidated, and anxious, often leading them to skip parts or give up entirely. The SARAL document's clear, numbered points and straightforward language were preferred for understanding legal processes and implications.

Legal professionals echoed the participants' concerns about the complexity of the Standard version's language. They noted

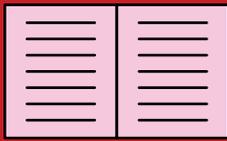
that overly complex language, excessive citations, and poor structure obscure the intent of legal judgements and discourage understanding. Some legal professionals criticised the Standard version for being more about historical recognition than effective communication, emphasising that judgements should be clear and accessible to serve the public and the law. The SARAL version was seen as more engaging and less intimidating, with participants more likely to read and understand it thoroughly. Many felt that the SARAL version should be the standard for legal documents to ensure people can fully grasp their legal rights and obligations.

Legal professionals agreed that simplification aids communication and understanding, making legal documents more effective. Some legal professionals noted that the SARAL version demonstrated how legal language can be simplified without losing its essence, which is crucial for making the law more inclusive. However, they also pointed out that some legal jargon and complex concepts are necessary for precision, especially in cases involving nuanced legal principles. While simplification is desirable, it must be done carefully to avoid oversimplifying important legal issues.

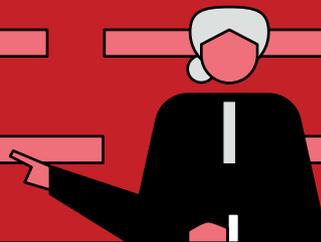
Participants were divided on which version would be harder to draft. Some believed that the SARAL version, with its clear and detailed clauses, might be more challenging to create, while others thought the complexity of the Standard version made it harder to draft. Legal professionals also had mixed opinions on the drafting difficulty, with some feeling that simplifying language requires more effort and precision, making the SARAL version more challenging to draft. Others believed that the traditional complexity of the Standard version is inherently difficult to produce and may not effectively serve its intended purpose.

Both the general public and the legal professionals acknowledged the importance of simplifying legal language to make it more accessible. While participants favoured the SARAL version for its clarity and ease of understanding, legal professionals recognised the need for a balance between simplicity and legal accuracy. Participants generally perceived both the SARAL and Standard versions as equally credible, influenced by the formal heading "In the Supreme Court of India, Criminal Original Jurisdiction," which assured them of the documents' legitimacy. However, they acknowledged that the Standard version might seem more legitimate due to its complex language, which is traditionally associated with legal documents. Legal professionals agreed that the presence of legal jargon does not necessarily determine the quality or credibility of a legal document. They emphasised that credibility is more about the drafter's reputation and experience rather than the complexity of the language. Most legal professionals considered both versions equally credible.

CHAPTER VIII



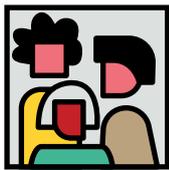
# Specific Results and Insights on The RTE ACT



The RTE Act provides for the free and compulsory education of all children between 6-14 years of age. The Act aims to provide the opportunity of equal elementary education for all children in India despite varied demographic factors, with the ultimate objective of spurring India's economic growth.

During multiple FGDs, participants reviewed an excerpt directly borrowed from the RTE Act (Standard version) alongside a SARAL version. Similarly, legal professionals reviewed the two versions of this document during IDIs.

Both the Standard and SARAL versions of excerpts from the RTE Act are included in *Annexure 2*.



## Group A (General Public's) Responses to SARAL and Standard Versions

### A. Recognition and Credibility

Most FGD participants across various locations found the SARAL version more believable and credible due to its ease of comprehensibility.



We will believe a document that we can understand since it gives us a sense of confidence.

*FGD Participants, Janakpuri*

The use of simple language in the SARAL version made it more accessible, enhancing its perceived credibility for the participants. They felt that clear and straightforward communication adds to the document's trustworthiness since it makes it easier for readers without a legal background to comprehend such documents.

In contrast, some participants found the Standard version to be more credible due to the formal nature of language and complex terminology used in it. This perception is linked to the traditional view that legal documents must be dense with legalese to appear legitimate or authentic. This view often propels lawyers to continue with age-old drafting practices and, in some instances, may even deter them from re-imagining legal documents without jargon or other formalistic elements.

Some participants acknowledged the credibility of both versions while observing that even though the SARAL version was easier to understand, the Standard version's complexity did not necessarily detract from its credibility.

When asked about which document in their opinion took more time or skills to draft, most participants felt that the SARAL document would have been more challenging and time-consuming to draft. They reasoned that since the SARAL version simplified complex legal language and reduced detailed paragraphs into concise bullet points, it would have been more difficult to create. Notably, it has been observed that plain English is not easy to produce since it requires extensive time, skill, effort, and practice. In such cases, extreme care is required to ensure that the intended meaning and implications of the law are accurately translated into simple language without giving rise to further litigation.

### B. Readability and Comprehension

Participants across the sample locations noted that the Standard version of the RTE Act was complex and the SARAL version effectively conveyed the essence of the document.

An FGD participant in Janakpuri noted that she found it much easier to understand the definition of "child belonging to

disadvantaged group” in the SARAL version since the definition had been broken down into multiple subclauses in accordance with the drafting principle of one idea per clause. The Standard version, on the other hand, provided the definition in the form of a single run-on sentence, making it harder to understand the various categories of groups laid down under the definition.

Similarly, the participants noted that in Section 21 of the Standard version, the provision on School Management Committee became easier to comprehend when divided into Sections 21A and 21B under the SARAL version. In doing so, the ‘Composition of the School Management Committee’ and ‘Functions of the School Management Committee’ were split into separate sections on the basis of subject matter to enhance readability and comprehension.

The participants found the language used in the Standard version to be convoluted and ambiguous at the same time. One of the participants remarked that although they understood most of the clauses contained in the Standard version, they would struggle explaining it to someone else given the complexity of language.

Some participants expressed discomfort with the cross-referencing of provisions or concepts, particularly where a certain concept emanated from another piece of legislation. For instance, the proviso to Section 3(2) of the Act states: “Provided that a child suffering from disability, as defined in clause (i) of Section 2 of the Persons with Disabilities (Equal Opportunities, Protection and Full Participation) Act, 1996 shall have the right to pursue free and compulsory elementary education...”.

“ “ “ A person unfamiliar with the law may not understand what the Act of 1995 entails. Therefore, they might not be able to comprehend the text without seeking legal assistance.

*FGD Participant, Rajajinagar, Bengaluru*

Along similar lines, another participant from Rajajinagar, Bengaluru pointed out that the language used in both the Standard and SARAL versions of the RTE Act while discussing children with disabilities was challenging, especially due to the frequent cross-referencing of legal terms.

An FGD participant from Ghaziabad was of the opinion that even an educated person may need to read the Standard version of the RTE Act multiple times to grasp its contents fully. Participants generally observed that the Standard version of the RTE Act would be difficult to comprehend, especially for the economically disadvantaged population it is intended to serve.

“ “ “ Isn't the RTE Act meant for economically disadvantaged people? If they cannot understand the Standard RTE document, what is the point of the legislation if it cannot benefit those it is intended for?

*FGD participants, Ghaziabad*

The ability of all affected by a law to ascertain its meaning and effect is a core tenet of the rule of law. The RTE Act, in particular, seeks to ensure that children from disadvantaged groups are not discriminated against and can complete their elementary education free of cost. The Act aims to boost social inclusion and bridge socio-economic inequity through improved accessibility and learning outcomes for disadvantaged children. Hence, effective application of the Act necessitates that persons belonging to economically weaker sections and socially

disadvantaged groups understand their rights espoused under the provisions of the Act. This requirement, although central to most legislations, is particularly pronounced for rights-based legislation enacted for the benefit of citizens.



Such laws become meaningless if a common person is unable to comprehend them.

*FGD participant, Janakpuri*

To make legal documents and laws more accessible, participants from Gurugram were of the opinion that a brief summary of a legislation could be provided alongside the official document to aid interpretation.



Just as a doctor would briefly explain a diagnosis, legal documents should be accompanied by clear, brief summaries.

*FGD participant, Gurugram*

Participants also felt that highlighting certain keywords or phrases in bold played an important role in re-directing the reader's attention to the highlighted portion. For instance, it was felt that in Section 21, where the composition of the School Management Committee has been laid down, the requirement of parents and guardians constituting three-fourths of the Committee must be highlighted.

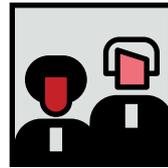
Across all locations, participants were of the view that audio-visual modes of dissemination, as well as translations in regional languages, made legal documents more accessible for them.

Shorter sentences and headings were also found to increase comprehensibility and ease readability of legal documents.



Bullet points with proper headings make it easy to understand and comprehend the matter in the document.

*FGD participant, Ghaziabad*



## Group B (Legal Professionals') Responses to SARAL and Standard Versions

### C. Recognition and Credibility

All participating legal professionals agreed that both the Standard and SARAL versions were legal in nature.

The majority observed that both documents conveyed legal concepts effectively and that they did not find much difference between them. A Delhi-based lawyer mentioned that he could easily identify the legal nature of the documents. He stated that the manner of drafting, the length of clauses, and the use of passive voice all contributed to the complexity of legal texts. However, after reading numerous legal texts and documents over a prolonged period of time, it became easier for legal professionals to understand patterns and definitions. *"I was able to understand the definition of 'appropriate government' under the Act since it is a commonly used term across different Acts of similar nature"* he added

Notably, most respondents believed that creating a simplified version of a legal document could be more challenging for a lawyer than creating a Standard version for several reasons. These include the need to maintain legal precision while using simpler language, the difficulty of ensuring that no critical legal nuances are lost in the process, and the extra effort required to rephrase complex legal concepts without compromising their original meaning. Additionally, simplifying a document might involve more time-consuming revisions to avoid ambiguity and multiple interpretations.

“ ” Drafting simpler versions of laws is indeed challenging due to the complexities involved in the process. It requires comparing provisions with those of other countries, ensuring compliance with the Constitution, considering reports from various committees, and addressing the concerns of different stakeholders. After this exhaustive and rigorous exercise, further breaking down the law to make it understandable for both legal professionals and the general public adds to the already extensive workload.

*In-house counsel, Indian Oil Corporation*

Echoing the same sentiment, a Delhi-based lawyer working at a corporate law firm stated, *“I believe the SARAL version would have been more challenging to produce. Crafting concepts in an understandable manner requires significant time and effort. Creating clear and concise documents often involves multiple reviews and refinements. It is generally easier to produce complex, difficult-to-read work than simple, accessible documents.”*

All legal professionals agreed that both the versions of the RTE Act were credible. A Delhi-based lawyer stated that most people would think of the Standard version as a more credible, accurate, and authentic document, since legal training often emphasises that legal documents must be complex and jargon-ridden to be considered valid. This training inculcates the belief that legal documents must be challenging to comprehend to be deemed legitimate. He mentioned that the legal industry operates on the premise that complexity equals validity. This foundational belief means that people may perceive the more complex document as more legitimate when evaluating authenticity and accuracy. However, he noted that if he were provided with only the SARAL version, he would still consider it credible and authentic. In his

opinion, the clarity and accessibility of a document make it just as valid, if not more so, for practical understanding and use.

A lawyer from Delhi noted that if a government institution issues these simplified documents with a clear source, they would be more credible. She mentioned that the document should explicitly state that it is a simplified version of existing laws and be approved or funded by a governmental body to build trust.

“ ” A layperson with no experience in dense documents might not notice much difference between the two versions. However, those with some familiarity with legal texts would find the SARAL version to be more accessible. Both versions may still appear intimidating to someone unfamiliar with legal jargon.

*Lawyer, corporate law firm*

#### D. Readability and comprehension

A few legal professionals felt that there was no significant difference in the comprehensibility of the SARAL and the Standard versions. However, they acknowledged that this perception might be influenced by their professional background and legal training.

“ ” Both the Standard and SARAL documents are quite similar in structure and drafting. The primary changes involve substituting words like ‘shall’ with ‘must’ and slight variations in definitions. I think there has not been significant simplification of the text between the two versions.

*Lawyer working on intellectual property law and arbitration law, Delhi*

Despite this, legal professionals generally remarked that the SARAL version was better to read. They observed that the SARAL

version communicates the idea much more clearly, making it accessible and understandable especially to the average person unfamiliar with the law.

A few respondents felt that the Standard version was overwhelming at first glance due to its complexity.



The simplified version also saves time, as it is quicker to read and comprehend compared to the original version. This efficiency will benefit anyone who needs to understand the content without getting bogged down by complexity.

Lawyer, Bengaluru

One key factor that added to the enhanced comprehensibility of the SARAL version was that important terms were defined within the document, making it easier to navigate. Several legal professionals also opined that the structuring of the SARAL version made it easier to read and understand.



When discussing the right of a child to free and compulsory education, simplified documents present these rights in a way that is much easier for individuals to understand compared to the original documents filled with complex conditions, terms, and subclauses. For those unfamiliar with legal language or how to read a bare act, the simplified version provides clear and accessible information. Given that many people in the country struggle to understand complex legal documents, simplification plays a crucial role in making legal rights more comprehensible.

Lawyer, Delhi

A Delhi-based lawyer who reviewed the documents noted that in Section 2 of the SARAL version, the definition of “child” was more inclusive than the Standard version since it included the third gender. In the

Standard version, a child is referred to as a male or female child of the age of 6 to 14 years, which he believed was insufficient. Likewise, another lawyer mentioned that Section 2 (a), which defines “appropriate government,” was more clearly articulated in the SARAL version as compared to the Standard version.

The SARAL version was deemed a prime example of how complex concepts can be made more accessible without the text losing its meaning. A Delhi-based litigator also noted that the readability of Section 21 of the RTE Act on the School Management Committee was improved since the provision was split into two separate sections, 21A and 21B, in the SARAL version. Discussions revolved around how long sentences running into paragraphs were harder to assimilate while subclauses and bullet points made it easier to understand and remember information. Most of the respondents favoured clean formatting as it leads to clearer readings and consequently better understanding of the text. The SARAL version’s formatting was received well by the legal professionals as a Delhi-based lawyer remarked: *“I don’t find very stark differences between the two documents due to my background. However, the SARAL version would likely be more relaxed and easier for a layman to read, especially for the first time. If I read both documents for the first time, I would have preferred the SARAL document as it is easier to read and understand.”*

A lawyer working at a corporate firm suggested that each Ministry should publish its draft bills online for public feedback. This would help gauge whether the average person understands the language employed in the text and subsequently make modifications to enhance readability and comprehension.

A few respondents opposed the addition of footnotes to legal text in the SARAL version, arguing that it would make

documents excessively lengthy. They were of the opinion that although the SARAL version provided footnotes for clauses to aid understanding, it would be challenging and impractical to add footnotes or citations for each provision in a lengthy document running into hundreds of pages. In the alternative, it was suggested that a comprehensive index might be a more feasible and efficient referencing method for complex legislation. A lawyer specialising in intellectual property law also noted that cross-references to other legislation should be explained within the text of the legislation to enhance readability of the document.

### E. Precision and Accuracy

All legal professionals agreed that precision and accuracy are pivotal to legal documents since these documents serve as the foundation for legal relationships, transactions and proceedings. A lawyer practising at the Delhi High Court stated that vagueness in laws, such as loopholes in the RTE Act, could potentially lead to prolonged litigation, causing significant delays in realising one's rights. For instance, a child seeking education under the Act might have to wait for a substantial period of time to receive a decision from a judicial forum. By this time, they may surpass the eligible range of 6 to 14 years, thus losing their right under the law. Hence, avoiding vagueness is crucial, as a bad law providing a clear directive is preferable to an unclear one.

A lawyer from Bengaluru mentioned that the Indian Evidence Act, 1872 is an example of how a legal document can balance both precision and comprehension. *"The Evidence Act defines terms like 'evidence' and 'fact', providing clear rules for courts to decide what facts to consider. It is not devoid of jargon but it includes illustrations to aid understanding".*

Most legal professionals agreed that both the versions of the RTE Act were equally precise.

A lawyer working at a corporate law firm mentioned that the SARAL version was more accurate and precise compared to the Standard version. He noted that the Standard version followed a commonly utilized drafting style, which is convoluted and not very reader-friendly. He cited section 3 in the SARAL version as an example and stated that it was drafted more effectively.



The SARAL version utilises definitions like 'child belonging to a disadvantaged group' and 'child belonging to a weaker section', which consist of two straightforward sentences: a main sentence and a clarifying sentence that leverages these definitions. In contrast, the Standard document uses convoluted references like 'including a child referred to in subclause (b) and (c) of clause (ee) of section 2' which is less readable. While both versions cross-reference definitions, the SARAL version is easier to read.

*Lawyer, corporate law firm*

A Delhi-based lawyer pointed out that the use of "will" in the SARAL version in place of "shall" in the Standard version was a significant discrepancy. According to her, the word "will" does not imply mandatory action while "shall" does, and this difference could impact interpretation and nature of obligation. *"There are several instances of 'will' in the document, which could be problematic. Including an interpretation clause that explains terms like 'shall' and 'may' would help clients understand the legal implications. These terms have specific meanings in legal contexts that aren't always clear to non-professionals".*

The same was echoed by another lawyer practising before the High Court who stated that in legal terminology and grammar, “will” and “shall” have specific meanings. While “shall” implies an obligation and denotes mandatory actions, “will” generally indicates a status quo without an obligation. In legal documents, “may” denotes discretion, while “shall” indicates a duty with no discretion. He said that the use of “will” is unclear in the SARAL version and does not convey the same level of obligation as “shall”.



### Comparative Analysis: Group A and Group B

The general public found the Standard version of the RTE Act difficult to understand due to its complex language and structure. Even educated individuals struggled with the document, requiring multiple readings to comprehend its contents. The language posed a significant challenge, especially for economically disadvantaged populations, the legislation’s primary beneficiaries. Specific clauses, notably in the definitions section, were particularly confusing because of unfamiliar terms and a lack of explanations. In contrast, the SARAL version was preferred for its clarity, breaking down complex concepts into bullet points and providing clearer explanations. The use of headings and demarcated sections in the SARAL document was found to enhance accessibility. Overall, the SARAL version was appreciated for effectively conveying the document’s essence.

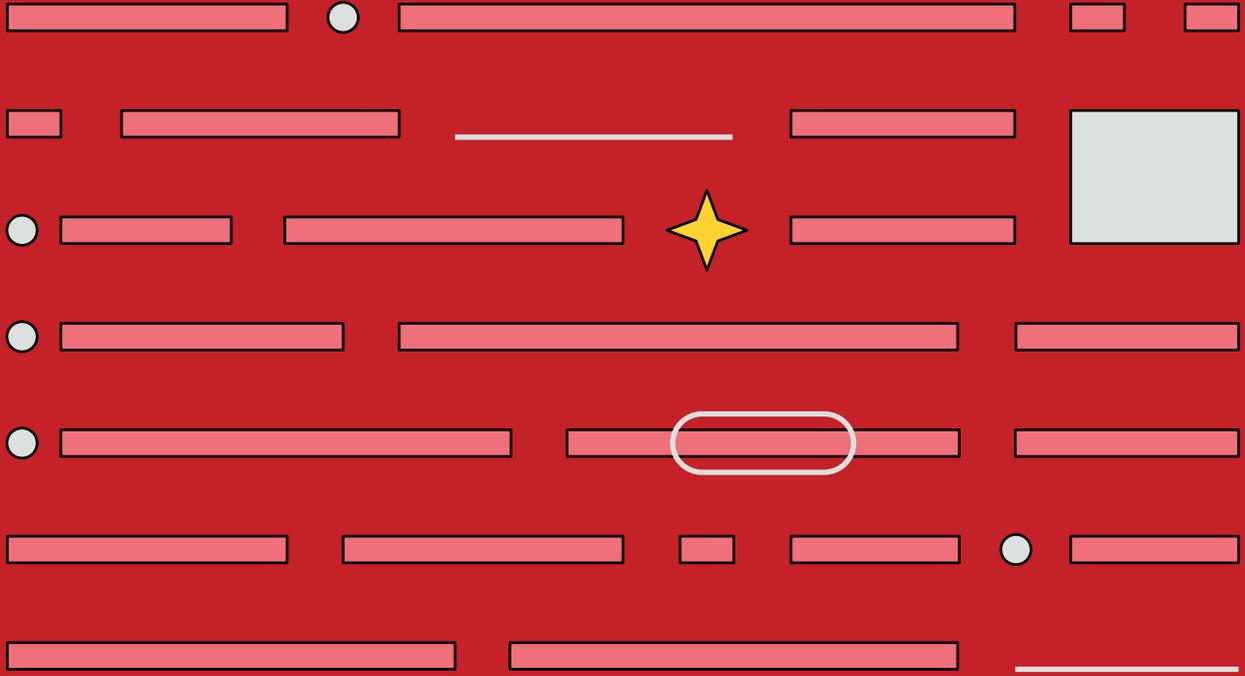
Lawyers, on the other hand, reported little difference in terms of readability and comprehension between the Standard and SARAL versions due to their professional training and familiarity with legal terminology. They felt that while the structure and drafting of both versions were similar, only minor linguistic adjustments were made in the language used in the

SARAL draft. However, they recognised that the SARAL version would be more accessible for the average person with a limited understanding of law since the overall language used in the document was easier to understand.

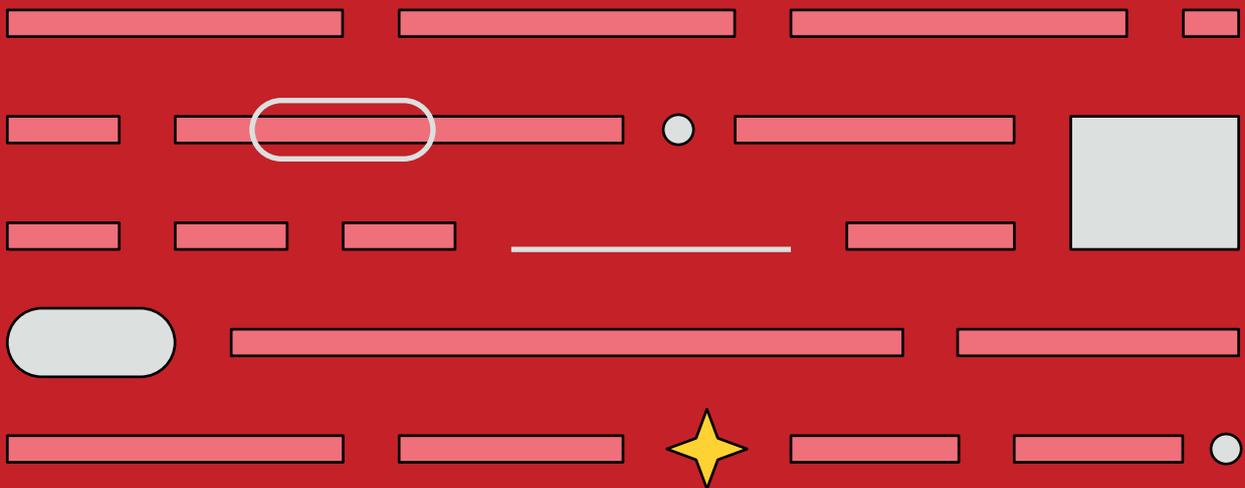
Some legal professionals expressed concern that the SARAL version might omit essential details necessary for legal precision, in the bid for oversimplification. For instance, it was noted that legal implications associated with terms like “shall” and “may” should be considered to avoid ambiguity in the nature of obligation. In this sense, the challenge of rephrasing complex concepts without losing essential legal nuance was recognised.

Both groups agreed that drafting the SARAL version was more time-consuming and challenging than the Standard version. Similarly, most FGD participants across various locations found the SARAL document more believable and preferable due to its accessibility and enhanced readability. However, a few participants felt that the Standard version was more credible because it used complex terms, which they associated with legal documents. All legal professionals agreed that both the SARAL and Standard versions of the RTE Act were of a credible nature. Despite the traditional view of legal complexity, the interviewed legal professionals acknowledged the credibility of the SARAL version, noting that clarity and accessibility do not compromise a document’s validity.

# CHAPTER IX



# Suggestions & Recommendations



In order to make an informed decision about signing a document or a contract, individuals must thoroughly understand its contents. This understanding empowers them to seek appropriate recourse and reduces reliance on legal advice. Where a legal solution is based on a misinterpreted document, the outcome may be flawed. Promoting clarity in legal documents is crucial to ensure informed decision making. This fosters more efficient and less disruptive interactions with the legal system, ultimately supporting social order and promoting the effective implementation of legal documents.

In the course of various interactions as a part of the survey, respondents offered the following suggestions to make legal documents simpler and clearer:

## Improving Readability and Comprehension

To improve the clarity and accessibility of legal documents, the following suggestions were made:



1

### Incorporate a glossary of terms:

Include a glossary at the beginning or end of the document to define complex legal terms and jargon. This approach aids in understanding the language without compromising precision. A well-constructed glossary can make legal content more accessible to non-experts.

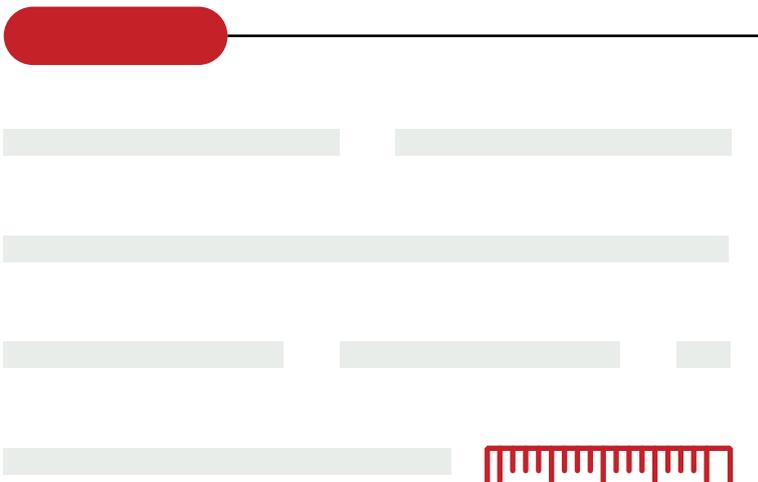
2

### Present the core legal reasoning in a concise form:

Legal documents like judgements should prioritise presenting the core proposition of law and reasoning for ease of understanding. Instead of including lengthy extracts from past judgements within the main text, which may confuse readers unfamiliar with legal precedents, the primary legal argument should be clearly articulated upfront. Citations should serve to support the legal reasoning rather than dominate the discussion and the text should be comprehensible even without access to the cited content. By adopting this method, the length of judgements could be significantly reduced.



**3 Use short and direct sentences:** Focus on creating sentences that are concise and well-punctuated. Aim for sentences that do not exceed one to one and a half lines. Use full stops more frequently than commas to create clear and direct sentences. This approach enhances readability and reduces the risk of misinterpretation.



**4 Adopt modern formatting techniques:** Adapt legal documents to modern attention spans by using clear formatting, including headings, subheadings, and visual aids where appropriate. This will help engage readers and improve overall comprehension.



**6 Provide footnotes and an index:** Use footnotes to explain specific legal terms or references within the document. Additionally, include an index at the beginning of the document to guide readers to relevant sections. This is especially helpful for those less familiar with legal language and the structure of legal documents.



**5 Employ precise language:** Ensure that the language used is precise and free of unnecessary jargon or redundant words. This will make the document more comprehensible to clients and reduce the cognitive load on readers.



**7 Utilise templates:** Develop templates with a structured format to simplify complex terminology and sentence structures. While templates may not be suitable for all types of documents, they are particularly useful for standard contracts, ensuring consistency and comprehensibility. Customisation should be allowed where necessary to maintain clarity and relevance.





**12 Include an interpretation clause for clarity:** To improve a reader's understanding of legal documents, an interpretation clause could be included that defines terms such as "shall," "may," "will" and other terms frequently used in legal text. Since these terms have specific meanings in the legal context, they can be confusing for non-professionals. Clear definitions help the reader understand the nature of obligations imposed by the legal document.

**8 Include section summaries:** Provide a brief summary at the beginning of each section. For example, "Section 1: Overview of Terms" or "Section 2: Key Obligations." These summaries offer a quick reference, contextualise the provision and help readers grasp the content of legal documents more easily.

**9 Utilise bullet points for clarity:** Present information using bullet points. This structured format simplifies the reading process, especially for complex or lengthy content running into paragraphs.

**10 Emphasise critical connectives in legal documents:** In legal documents, words such as "OR" and "AND" are crucial since they indicate whether a condition is inclusive or exclusive. To ensure that these critical terms are easily recognised and understood, it would be useful to highlight them or place them in a separate line for emphasis.

**11 Incorporate effective use of whitespace:** Use whitespace strategically to help readers transition smoothly between key points. This can make the document less intimidating and easier to navigate.

**13 Audio-visual summaries of legal documents:** Legal documents, such as the RTE Act, could be summarised in an audio-visual format. This would be particularly beneficial for people who have difficulty understanding legal language, since it will make the information more accessible and easier to comprehend.



## Ensuring Clarity While Preserving Legal Integrity

A significant majority of legal professionals who participated in the study argued that legal jargon was not essential for the validity of legal documents. They emphasised that the legal strength of a document lies in the clarity and mutual understanding of the involved parties, rather than on complex terminology. They believed that simplifying language enhances comprehension and ensures that legal concepts, facts, and outcomes are communicated effectively.

Many legal professionals supported the use of simple language in legal documents, observing that complex terms add little value and can be particularly confusing or problematic in specific contexts. The SARAL versions of the rent agreement, the judgement, and the RTE Act exemplify how legal content can be made accessible without losing its legal substance or validity.

While most legal professionals favoured simplifying legal language, a few expressed concerns that excessive simplification could lead to potential loopholes and increased litigation. They noted that retaining certain legally defined terms, which have acquired specific meanings due to prolonged usage, was necessary for the purpose of ensuring precision and consistency in the drafting of legal documents. However, they distinguished these from archaic terms and other jargon that lacks legal weight. They recommended using citations and footnotes to provide essential clarifications for these complex terms, ensuring that the document remains accessible while retaining its full legal force.

In drafting legal documents, it is crucial to strike a balance between simplification and the preservation of necessary nuances. Simplified language can enhance clarity and accessibility, but all relevant conditions and subtleties must be retained to prevent misinterpretation and misuse. For instance, provisions like Section 52 of the Copyright Act, 1957, which includes multiple clauses and subclauses, must be carefully drafted to cover all necessary aspects of copyright exceptions. Therefore, while clear and straightforward language is desirable, maintaining the integrity of legal nuances is essential to ensure accuracy and effective application of the law.

## Ensuring Forward-Looking Flexibility in Legal Drafting

With rapid technological development, including the use of artificial intelligence, it becomes important for legal documents to anticipate and accommodate potential future developments. When drafting legal documents, particularly those addressing evolving fields such as data protection, it is essential to balance simplicity with the need for future flexibility. Hence, there is a need to avoid overly narrow perspectives in drafting that might necessitate frequent amendments or potentially render the legal document obsolete. Instead, building a flexible framework

that is future facing and leaves space for adaptability becomes pivotal. This approach helps minimise the need for extensive amendments and concomitantly reduces associated expenses.

## **Focussing on Actionable Outcomes and Simplifying Legal Language**

When providing legal advice, prioritising actionable outcomes over the technical specifications of legal arguments is recommended. Clients are generally more concerned with clear instructions on what actions to take rather than detailed legal interpretation of the legal principles involved. For instance, when advising on trademark protection, emphasis may be placed on specific steps that can be taken to prevent sale of counterfeited products instead of delving into the complex underpinnings of intellectual property rights.

# Annexure 1

**Structured Questionnaire for the Public  
Survey on the Need for Simple and  
Accessible Drafting of Indian Laws and  
Legal Documents**

"Greetings! Hello. My name is \_\_\_\_\_. I am from CMSR Consultants Pvt. Ltd., a Delhi based research organisation. On behalf of the Vidhi Centre for Legal Policy, we are conducting a survey among the general public to understand their perceptions regarding the necessity for simple and accessible drafting of Indian laws and legal documents.

Your participation in this survey is entirely voluntary. By agreeing to participate, you consent to the collection and use of your responses for research purposes only. Your anonymity and confidentiality will be strictly maintained, and your responses will only be reported in aggregate form. There are no direct benefits to participating in this survey. However, your inputs will contribute to understanding public perceptions on Indian legal drafting. I will start the survey only with your permission.

Do you consent to participate in the interview?

- Yes
- No (End the survey)

## Section 1: Demographics

Q No.	Question	Response Key
<b>1</b>	City	Delhi NCR (Specify location_____) Bengaluru
<b>2</b>	Name of the respondent	
<b>3</b>	Gender of the respondent	Male Female Non-binary Prefer not to say
<b>4</b>	Age of the respondent (in completed years)	
<b>5</b>	Educational status	Less than High School High school / Secondary Intermediate/Sr. Secondary Bachelor's Degree Postgraduate Degree Doctorate Professional Degree Others (Specify)
<b>6</b>	Employment status	Govt. job Private job Business/self-employed Student Home maker Retired Others (Specify)

## Section 2: Understanding and Access to Legal Documents

Q No.	Question	Response Key
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<b>7</b>	How often do you encounter legal documents (e.g., laws, contracts, insurance policies, etc.) in your daily life?	Frequently Occasionally Rarely Never
<b>8</b>	How would you rate your understanding of legal documents?	Very poor Poor Average Good Very good
<b>9</b>	Do you feel that legal documents convey their terms and conditions clearly and precisely?	Yes No
<b>10</b>	If no, why?	
<b>11</b>	Have you ever faced difficulties in understanding legal documents?	Yes No
<b>12</b>	If yes, please specify the reasons for not understanding the legal documents	Use of legal jargon Lack of knowledge about legal concepts Lengthy document No clarity in language Others (Specify)
<b>13</b>	Do you have access to legal resources or assistance when dealing with legal documents?	Yes
<b>14</b>		No
<b>15</b>	If no, how do you deal with legal documents?	Take help from friends/family members with legal knowledge Use online resources for guidance Ignore the document or delay dealing with it Others (Specify)

<b>16</b>	How important do you think it is for legal documents to be easily understandable by the general public?	Extremely important
		Very important
		Important
		Somewhat important
		Not important at all
<b>17</b>	Why do you think it is important that the legal documents should be understood by the general public?	Informed decision making
		Access to justice
		To prevent misunderstandings and disputes
		Empowering the public about legal matters
		Others (Specify)

### Section 3: Impact of Complex Legal Drafting

Q No.	Question	Response Key
<b>18</b>	In your opinion, what are the main consequences of complex and inaccessible legal drafting for the general public?	Limited access to justice
		Difficulty in exercising legal rights
		Decreased trust in legal institutions
		Ineffective communication with legal authorities
		Confusion and uncertainty regarding legal issues
		Vulnerability to exploitation or manipulation
		Others (Specify)
<b>19</b>	Have you ever experienced negative consequences due to the complexity of legal documents and not able to understand them?	Yes
		No
<b>20</b>	If yes, what kind of negative consequences did you experience?	Financial loss
		Delays/penalties
		Had to face legal action
		Not able to assert legal rights
		Others (Specify)
<b>21</b>	Does the complexity of legal documents affect your trust in the legal system?	Yes
		No

<b>22</b>	If yes, how does it affect you?	<p>Complex legal documents lead to confusion and makes me feel that the legal system is inaccessible</p> <hr/> <p>Hard-to-understand legal documents makes me think that the system only helps lawyers or the rich</p> <hr/> <p>Complicated legal language makes me doubt if agreements are fair or transparent, shaking my trust in the system</p> <hr/> <p>Unclear legal documents frustrate me when dealing with legal matters, making me feel that the legal system is inefficient and unresponsive to my needs.</p> <hr/> <p>Others (Specify)</p>
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**Section 4: Preferences and Suggestions**

Q No.	Question	Response Key
<b>23</b>	Would you support initiatives to simplify the drafting of Indian laws and legal documents?	<p>Strongly support</p> <hr/> <p>Support</p> <hr/> <p>Neutral</p> <hr/> <p>Oppose</p> <hr/> <p>Strongly oppose</p>
<b>24</b>	What measures do you think could be taken to make legal documents more accessible and understandable to the general public?	<p>Write legal documents in simple language</p> <hr/> <p>Limit the use of complex legal jargon and technical language.</p> <hr/> <p>Provide clear explanations of legal terms and concepts if use of legal jargon is unavoidable.</p> <hr/> <p>Develop online platforms with legal documents, explanations, guides, and interactive tools</p> <hr/> <p>Create ways for the public to share their thoughts on legal documents, like or online forums to improve document revisions.</p> <hr/> <p>Make legal documents precise, accurate, and clear for easier understanding.</p> <hr/> <p>Collaborate with community organizations to help marginalized or underserved populations understand legal documents through outreach, education, and assistance</p> <hr/> <p>Others (Specify)</p>

<b>25</b>	Do you believe that simplifying legal documents could help bridge the gap between legal professionals and the general public?	<p>Yes</p> <hr/> <p>No</p>
<b>26</b>	How do you believe simple and accessible drafting of laws and legal documents can contribute to deepening democracy in India?	<p>Simpler and more accessible legal documents can empower citizens to engage more actively in the democratic process by understanding and influencing legislation.</p> <hr/> <p>Clear and understandable laws make it easier for citizens to hold lawmakers and government officials accountable for their actions</p> <hr/> <p>Simplifying legal language will ensure that the general public can understand their rights and obligations under the law</p> <hr/> <p>Clear and accessible laws will make it easier for individuals and businesses to understand and comply with legal requirements, reducing the risk of violations</p> <hr/> <p>By making laws and legal documents easier to understand, individuals can become more legally literate</p> <hr/> <p>Accessible legal frameworks will enable marginalized communities to understand and assert their rights</p> <hr/> <p>Simple and accessible legal drafting will promote the rule of law promoting stability and order in society.</p> <hr/> <p>Others (Specify)</p>
<b>27</b>	Do you have any additional comments or suggestions regarding the need for simple and accessible drafting of Indian laws and legal documents?	

## Structured Questionnaire for Legal Professionals on the Need for Simple and Accessible Drafting of Indian Laws and Legal Documents

The Vidhi Centre for Legal Policy ('Vidhi'), as part of the SARAL Initiative, is conducting India's first public-facing survey to assess how legal documents drafted in the traditional language of the law – legalese – are perceived and understood not only by the legal fraternity but the users including those affected by such legal documents. The survey also seeks to assess the desirability and the requirement for simple and accessible drafting of legal documents, be it legislation, contracts, judgements, or any other communication with legal implications, such as warranty cards or insurance policies. This survey is being undertaken in collaboration with CMSR Consultants, a multidisciplinary research and communications agency.

There is growing international consensus on the need to address the issue of legalese and to draft legal documents in a manner that ensures effective communication---to make them accessible to a wider audience. Countries like Australia, New Zealand, Sweden, the United Kingdom, and the United States of America have pioneered the Plain Language Movement ('PLM') to develop a plain language approach to the drafting legal documents.

The SARAL Initiative is the Vidhi's very own plain language initiative for legal documents in India. The Initiative seeks to make Simple, Accessible, Rational, and Actionable Legal ('SARAL') Documents as a bridge between citizens and legal documents that govern or affect them.

As part of the survey, structured questionnaires are being administered to diverse groups including members of the general public. This questionnaire has been specifically designed for members of the legal fraternity to collate their views. We request your participation in the survey by answering a few preliminary questions. It would not need more than five to 10 minutes of your time. Your anonymity and confidentiality will be strictly maintained, and your responses will only be reported in aggregate form.

1. Do legal documents fulfill their purpose adequately, i.e., do they communicate legal terms and ideas effectively?
2. How important do you think it is for a legal document to be easily understood by a person who does not have legal expertise but is affected by that document?
  - Extremely important
  - Somewhat important
  - Not important

3. Why do you think it is important that a person affected by a legal document should understand that document?
  - Informed decision-making
  - Access to justice
  - To prevent disputes
  - Others (please specify)
  
4. In your opinion, what are the main consequences of complex and inaccessible legal drafting?
  - Limiting access to justice
  - Difficulty in exercising legal rights
  - Decreased trust in legal institutions
  - Confusion and uncertainty regarding legal rights and obligations
  - Others (please specify)
  
5. As a legal professional, how do you perceive the debate surrounding the simple drafting of legal documents? Can simple drafting effectively balance comprehension and precision?
  
6. Do you think legal documents can be ambiguous? Does the language used in these documents play a role?
  
7. Did you receive any formal training on writing skills and drafting (other than the traditional subject of "conveyancing"):
  - As a law student?
  - As a legal professional?
  
8. Do you believe that simplifying legal documents could help bridge the gap between legal professionals and the general public?
  
9. What measures do you think could be taken to make legal documents more accessible and comprehensible, especially for members of the general public?
  - Write documents in simple language
  - Limit the use of legal jargon and technical terms
  - Provide clear explanations of legal terms if using jargon or terms of art is unavoidable
  - Create online platforms with explainers, guides and interactive tools
  - Create platforms for public feedback to aid in the revision of documents
  - Others (please specify)

### Introduction

Thank you for agreeing to participate in this study. We will provide you with two sets of documents to review. After you have had a chance to read the first set, you will be asked certain questions. The second set will then be handed out to you. Once you have had a chance to read both documents, you will be asked to evaluate these documents on a number of criteria. There is no right or wrong answer, and everything you say will remain confidential. Please give honest and complete answers.

### Section A: Individual Scoring of Legal Documents

I would like to gather your input regarding both versions of the legal documents. For each aspect, please rate it on a scale of 1 to 5, with 5 representing the highest score and 1 indicating the lowest.

Attribute	Description	Standard version	SARAL Version
Recognition	Ease of identifying legal terms and clauses in each version		
	Document clearly appears legally binding		
	Requires significant time and skill to produce		
Comprehension	Clarity and readability of the document		
	Effectively communicates technical legal concepts		
	Easily understandable		
	Accessible to laypersons		

Attribute	Description	Standard version	SARAL Version
Credibility	Inspires confidence in fulfilling its intended purpose		
	Influence of language or structure on reliability		
Overall, on a scale of 1 to 5, how simple is each document in conveying its intended message, ease of comprehension, and credibility/believability?			

## Section B: Qualitative Component of the FGD

### Initial Impressions:

1. Without disclosing which version is standard or SARAL, what were your overall impressions of the two documents?
2. Did you find any significant differences between the documents in terms of readability or clarity?
3. Were there any aspects of either document that stood out to you as particularly effective or ineffective?

### Recognition:

1. Can you identify if the document you reviewed is a legal document? What elements or language in the document led you to this conclusion?
2. How easily do you recognize the legal terms and clauses in each version?
  - What specific elements indicate its legal nature to you?
  - Are there any terms or clauses that stand out as particularly difficult to recognize or understand?
  - Are there any improvements needed to enhance its legal identity?
3. After reviewing both versions of the document, did you find any significant differences in their ability to convey their legal nature?
  - Can you identify any differences in the use of legal terminology between both versions?
  - Were there any terms or clauses that you found easier to recognize in one version over the other?
4. Which of the two versions of the document do you think was harder to produce i.e. would have taken longer time and involved more skill to produce? Why?
5. Which version did you feel more confident signing? Why?

### Readability and Comprehension:

1. How would you describe the overall readability of each version?

2. Which version did you perceive as simpler or easier to understand? What specific elements or language choices contributed to this perception?
3. Is anyone having differing opinions on which version was simpler, and if so, why?
4. Which version effectively conveys technical legal concepts while maintaining clarity?
5. Were there any specific sections or terms in either version that were particularly challenging or easy to understand?
6. Did the layout or formatting of either version affect your ability to comprehend the content?
7. Which version do you believe would be easier for a layperson to understand? Why do you think so?
8. How important do you think readability and comprehension are in legal documents? Why do you think so?

**Credibility:**

1. How would you rate the credibility of each version? Can you elaborate on the reasons behind your evaluations of each document's credibility? Did any specific sections or language choices influence your perception of the documents?
2. Do you believe one version appears more credible than the other, and if so, why?
3. Which of the two versions of the document do you think the general public will prefer? Why do you think so?

**Suggestions for Improvement:**

1. What changes, if any, would you recommend for enhancing the readability and comprehension of the documents?
2. Are there specific language choices or formatting adjustments that could make the documents more accessible?

### Introduction

Thank you for participating in this interview. Your insights as a legal expert are invaluable for assessing the effectiveness of legal documents. The purpose of this interview is to gather your feedback on the legal documents shared with you in order to evaluate their readability and comprehension, precision, and credibility.

Your participation is voluntary, and you have the right to withdraw at any time without consequences. Do you consent to participate in this interview and for your responses to be used for research purposes? (Yes/No)

### Method for Conducting Interview

1. The moderator will provide both the SARAL version and the Standard version of the legal document to the respondent.
2. The respondent will be given 5-10 minutes to thoroughly review both versions.
3. Once the respondent confirms readiness, the moderator will commence the discussion/interview.

### Section 1: Background Information

1. Can you please provide a brief overview of your experience and background in the legal field?
2. How long have you been practicing law or serving as a judge?
3. In your opinion, how important is simplicity and accessibility in legal documents and why?

### Section 2: Perception Related Questions

1. As a legal professional, how do you perceive the debate surrounding simple drafting of laws? Probe for:
2. Can simple drafting effectively balance comprehension and precision?
3. What are the advantages and disadvantages of simplifying legal language?

4. How important is it for legal documents to be easily understandable by clients who may not have legal expertise?
5. In your experience, what challenges do clients face when trying to comprehend standard legal documents?
6. Have you ever had to explain legal documents to clients in simpler terms to ensure their understanding? If so, how did you approach this?
7. How does the ease of understanding a document impact how well it can be used?
8. Do you think legal documents must use legal jargon for it to be deemed a legal document?

### Section 3: Comparative Evaluation of Legal Documents

#### Recognition

1. How easily do you recognize the legal terms and clauses in each version?
2. What specific elements indicate its legal nature to you?
3. Are there any improvements needed to enhance its legal identity?
4. After reviewing both versions of the document, did you find any significant differences in their ability to convey their legal nature?
  - Can you identify any differences in the use of legal terminology between both versions?
  - Were there any terms or clauses that you found easier to recognize in one version over the other?
5. Which of the two versions of the document do you think was harder to produce i.e. it took longer time and involved more skill?
6. Which version would you feel more confident signing? Why?

#### Readability and comprehension

1. How would you describe the overall readability of each version?
2. Which version effectively conveys technical legal concepts while maintaining clarity?
3. Which version is easier to understand? What specific factors contributed to making one version easier or more difficult to understand compared to the other?
4. Were there any specific sections or terms in either version that were particularly challenging or easy to understand?
5. Did the layout or formatting of either version affect your ability to comprehend the content?
6. Which version do you believe would be easier for a layperson to understand and why?

#### Precision, accuracy and clarity

1. How important do you believe precision and accuracy are in legal drafting?
2. Which version is clearer and more precise in conveying consequences or shows less uncertainty?
  - Were there any instances of imprecise or ambiguous language in either version?

- Did you notice any discrepancies between the original and SARAL versions in terms of accuracy?
  - Which version do you believe conveys the legal concepts more clearly, and why?
3. Based on your experience, do you believe that simple drafting of laws can balance comprehension and precision effectively?
  4. Are there any specific challenges or compromises associated with simplifying legal documents while maintaining precision?
  5. What measures or strategies do you think can help optimize the balance between comprehension and precision in legal drafting?

### **Credibility**

1. How much weight do you think credibility carries in the overall effectiveness of a legal document?
2. After reviewing both versions, which document evoked more confidence in its ability to serve its intended function and why?
3. How would you rate the credibility of each version? What factors contribute to your perception of the credibility of legal documents?
4. Do you believe one version appears more credible than the other, and if so, why?
5. Which of the two versions of the document do you think the general public will prefer? Why?
6. Which of the two versions of the document do you prefer? Why?

### **Conclusion**

1. Do you have any additional comments or insights to share regarding both versions?

# Annexure 2

The font of some documents in these Annexures has been changed for consistency

**LEAVE & LICENCE AGREEMENT**

**This agreement of Leave & License made and executed at [•] on this [•] day of  
March, 2024.**

**Between**

\_\_\_\_\_ S/o \_\_\_\_\_ residing at \_\_\_\_\_. hereinafter  
called the **"LICENSORS"** (Which Expression shall unless repugnant to the context or  
meaning there of the deemed to mean and include its executors, administrator and  
assigns) of the **FIRST PART**.

**And**

\_\_\_\_\_ S/o \_\_\_\_\_ a resident of \_\_\_\_\_ herein after  
referred to and called the **"LICENSEE"** (Which expression shall unless repugnant to the  
context or meaning there of the deemed to mean and include his heirs, executors,  
administrator and assign) of the **SECOND PART**.

**WHEREAS the Licensor is the absolute owner of Residential Space as described in Schedule A** which is the subject matter of property of this service agreement.

And Whereas \_\_\_\_\_, approached the Licensor for granting use of residential accommodation in respect of the said [•] for their use and has requested the Licensor to allow him to use and enjoy the said residential Apartment exclusively during his occupation of the said accommodation as Licensee for a period of **11 months** with effect from **[•] March, 2024 to [•] January, 2025**.

The Licensee has agreed to pay **Rs. \_\_,000/- (Rupees \_\_\_\_\_ Thousand Only) per month (Including Maintenance Charges)** as License Fees which being reasonable the Licensor agreed to the Licensee to use the said residential accommodation for the period mentioned hereinabove.

**And** whereas the Licensee, who was in need of the residential space for their use as described in Schedule A, has been permitted to use the said facilities for their exclusive right to use the said facilities with the terms and condition as mutually finalized between the parties.

The parties, therefore, have decided to write the following agreed term and conditions.

**NOW THIS AGREEMENT WITNESSETH AS UNDER: -**

1. The Licensor will allow and provide the following facilities described in the Schedules hereunder allow the licensee to use for their exclusive use and enjoyment during occupation of the said residential Space, car park as amenities & maintenance charges.
2. The validity of this Leave & License agreement will be for **11 months commencing w.e.f \_\_March, 2024 to \_\_ January, 2025** with the leave and license agreement for further term owners consent is concerned which will be intimated in due time. It is open to both the parties hereto to renew this rental agreement at the expiry of the said period of **11 months** on a 5% increment. In case the Licensor does not want to renew then the Licensee would agree to the same peacefully and vacate the premises.
3. The Licensee shall pay (refundable interest free) **Two month's rent as Security Deposit i.e., Rs. \_\_,000/- (Rupees \_\_\_\_\_ Thousand Only) and 1 month rent as advance rent i.e., Rs. \_\_,000/- (Rupees \_\_\_\_\_ Thousand Only) So, total of Total Rs. \_\_,000/- (Rupees \_\_\_\_\_ Thousand Only)** will

be paid on execution of this Agreement by the Licensee to the Licensor. The said Security Deposit shall be returned to the Licensee by the Licensor against handing over of vacant possession of the Flat. In case of any damage caused by the licensee or by the ignorance of licensee, the equivalent amount for repair work will be adjusted from the security deposit. The security deposit shall not be adjusted in last month's rent during the occupancy period.

4. The Licensee shall pay to the Licensor the license fees for allowing them to use the said residential premises exclusively for **Rs. \_\_,000/- per month** as license fees for the said residential premises.
5. The above license fees will be payable strictly by Licensee to the Licensor on or before the 7<sup>th</sup> day of every calendar month punctually & regularly and without delay or default **for the current month** in the same month. However, these facilities shall be incidental to the occupation of the said house by the Licensee on leave and license basis and not devoid of it. The licensee shall not cause any delay or default in making this payment of monthly License fees and breach of this condition or any other condition of the licensor, this agreement will be considered as void.
6. The Licensed premises is given to the Licensee on personal basis and the Licensee will not be entitled to transfer the benefit of this agreement to anybody else or will not be entitled to allow anybody else to occupy the premises or any part thereof. Nothing in this agreement shall be deemed to grant a lease in favor of the Licensee and the Licensee agrees and undertakes that no such contention shall be taken up by him at any time before any forum.
7. The locking period will be **6 months** from the date of agreement. If the Licensee vacates the flat before 6 months then adjustment will be done from the security amount. The locking period will be abided by both the parties.
8. That the Licensee shall keep and maintain the said premises with all fittings in good working condition and will not cause any damage thereto. If any damage is caused to the premises or any part thereof by the Licensee or his servants or agents, the same will be made good by the Licensee at his cost by rectifying the damage with same make.
9. The Licensee shall not be deemed to be in the exclusive occupation of the Licensed premises and the Licensor will have right to enter upon the premises at any reasonable time to inspect the premises by giving a prior notice.
10. The Licensee shall not carry out any work of structural repairs or additions or alternations to the said premises. Only such alterations or additions as are not

of structural type or of permanent nature may be allowed to be made by the Licensee inside the premises with the prior written permission of the Licensor.

11. That at the time of occupation the Licensee shall see that all sanitary, electrical and bathroom fittings etc. are in perfect order.
12. That the Licensee shall strictly observe the aforesaid terms and conditions and if the Licensee shall violate and / or not comply with any of the terms and conditions as mentioned herein above shall be liable to eviction. The Licensor and / or Licensee may terminate this agreement by giving one-month prior notice in writing before the said period but not before the locking period of six months as mentioned in para 7 of this agreement, if so required.
13. The Licensee shall not create any charge, encumbrance or lien on the said facilities and shall not deliver the possession to others or assign their right to use / enjoy or create any third party interest in respect of the said facilities or any of them during the subsistence of this agreement.
14. On the expiry or earlier termination of this agreement the Licensee shall hand over the vacant and peaceful possession of the facilities / service granted to them back to the Licensor in its original good state and condition subject to normal wear & tear.
15. Any disputes in this agreement are subject to [•] jurisdiction only and shall be governed by Indian Contract Act, 1872.
16. The Licensee shall pay the Electricity charges according to reading of the meter, from the date of agreement. All outstanding on account of Electricity charges must be cleared before vacating the said premises by the Licensee.
17. This agreement is prepared in two stamp paper of Rs. 20/- each bearing no. \_\_\_\_\_ and \_\_\_\_\_. One of these agreements will remain with the Licensee and the other will remain with the Licensor.
18. The Licensee shall permit the Licensor or his authorized agents to inspect the Residential Space at all reasonable hours.
19. The Licensee shall deliver the possession of the vacant premises only to the Licensor or his authorized representation.
20. Either party can terminate this agreement by giving **1 months'** notice in writing after 6 months of locking period as mentioned in para 7 of this agreement.
21. The Licensee shall not use the premises for any illegal or immoral act. The premises shall not be used by the Licensee for any other business.

22. That day-to-day minor repair and proper maintenance of the premises will be carried out by the LICENSEE.

23. The licensee shall not assign or sublet the whole or any part of the premises.

**SCHEDULE OF PROPERTY**  
**(SCHEDULE - A)**

Description of the residential accommodation at [•].

Residential accommodation consisting of the following:
__ Bedrooms
__ Bathrooms
__ Balcony
Living and Dining area
Kitchen

All that piece and parcel of residential accommodation being part of \_\_\_\_<sup>th</sup> floor, measuring .... sq. feet approx with 1 car parking.

**(SCHEDULE - B)**

Furniture and Fittings

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON \_\_\_\_ DAY MARCH 2024 FIRST HEREIN ABOVE MENTION IN THE PRESENCE OF THE UNDERSIGNED WITNESS.

Signed sealed and delivered

**By the within named**

**In presence of:**

**Signature of LICENSOR**

**Witnesses:-**

**Signature of LICENSEE**

**1.**

**2.**

**LEASE AGREEMENT**

**This Lease Agreement is executed at [•] on [•] 2024.**

**Between**

\_\_\_\_\_ residing at \_\_\_\_\_, referred to as the "Lessor". The term Lessor will also include the Lessor's legally appointed executors or heirs.

**And**

\_\_\_\_\_ residing at \_\_\_\_\_, referred to as the "Lessee". The term Lessee will also include the Lessee's legally appointed executors or heirs.

The Lessor is the owner of Premises as described in Schedule A. The Premises is the property being leased out to the Lessee through this Lease Agreement.

The Lessor and the Lessee agree to the following terms:

**1. Leased Premises. -**

- (a) The Lessor will allow the Lessee to exclusively occupy the Premises set out in Schedule A during the Term of this Rent Agreement.
- (b) The Lessor will provide the facilities described in Schedule B and allow the Lessee to use these facilities during the Term of this Lease Agreement.

**2. Term of the Lease.-**

- (a) This Lease Agreement will be valid for **11 months, from [•] March 2024 to [•] January 2025.**
- (b) The Agreement may be terminated before [•] January 2025 by either party after giving **1 month's** notice in writing.
- (c) The Agreement can only be terminated after the expiry of the **6 months** lock-in period mentioned in Clause 9 of this Agreement.

**3. Rental Fee.-**

The Lessee will pay the Lessor an amount of **Rs. [•] per month** as the Rental Fee.

**4. Terms of Payment of Rental Fee.-**

- (a) The Lessee will pay the Rental Fee set out in Clause 5 to the Lessor every month, by the 7<sup>th</sup> of that month.
- (b) If the Lessee does not pay the Lessor by the 7<sup>th</sup> of every month, this will amount to a breach of the Lease Agreement.

**5. Extension of Term of the Lease Agreement.-**

- (a) After the expiry of the Term of the Lease Agreement, the Lessor and the Lessee may mutually agree to extend the Term of the Lease Agreement in writing.

- (b) If the Lessor and the Lessee mutually agree to extend the Term of the Lease Agreement, the Lessee will pay the Lessor the Rental Fee, increased by 5%.

**6. Security Deposit.-**

- (a) At the time of entering into this Lease Agreement, the Lessee will pay:
  - (i) 2 months' Rental Fee as Security Deposit (i.e., **Rs. [•]**); and
  - (ii) 1 month's Rental Fee as advance rent (i.e., **Rs. [•]**), amounting to a total of **Rs. [•]**.
- (b) The Lessor will return the Security Deposit to the Lessee on the completion of the Term of this Lease Agreement, immediately after the Lessee hands over the vacant possession of the Premises to the Lessor.
- (c) In case of any damage to the Premises or to the facilities in Schedule B caused by the Lessee, the Lessor will deduct the cost for repairs from the Security Deposit and return the remaining amount to the Lessee.
- (d) The Lessee will not adjust the last month's rent amount against the Security Deposit.
- (e) The Lessee will ensure that all sanitary and electrical fittings are functioning properly at the time of taking occupation of the Premises and will inform the Lessor if there is any defect.

**7. Electricity Charges.-**

- (a) The Lessee will pay the electricity charges according to the electricity meter reading, starting from the date of entering into the Lease Agreement.
- (b) The Lessee will clear all outstanding electricity charges or dues before vacating the Premises.

**8. Use of the Premises.-**

- (a) The Lessee will use the Premises for the Lessee's personal use only. The Lessee will not use the Premises for any unlawful acts or business purposes.
- (b) The Lessee will not receive any other rights over the Premises, except what has explicitly been agreed to in this Lease Agreement.

- (c) The Lessee will not allow any other person to occupy the Premises. They will not deliver the possession to others, assign their right to use, or create any third-party interest in respect of the Premises.
- (d) The Lessee will not create any charge, encumbrance, or lien on the Premises.
- (e) The Lessee will not assign or sublet the whole or any part of the Premises.
- (f) The Lessee will keep and maintain the Premises and the facilities described in Schedule B, with all fittings, in good working condition and will not cause any damage to them. If any damage is caused to the Premises or the facilities by the Lessee, the same will be repaired/restored by the Lessee at their own cost.
- (g) The Lessee will not make any structural or permanent repairs or alterations to the Premises. Repairs or alterations of any other nature to the Premises will be made by the Lessee only after getting written permission from the Lessor.
- (h) The Lessee will carry out day-to-day minor repair and maintenance of the Premises at their own cost.
- (i) The Lessee will permit the Lessor or their authorized agents to inspect the Premises at reasonable hours, between sunrise and sunset. The Lessor will give the Lessee prior notice before such inspection.
- (j) The Lessee will not be permitted to dispute ownership or any other rights over these Premises before any legal forum.

**9. Lock-in Period. -**

- (a) The lock-in period of this Lease Agreement will be for a period of 6 months from the date of execution of this Lease Agreement, i.e., till [•] August 2024.
- (b) If the Lessee vacates the Premises before [•] August 2024, the Rental Fee for the remaining period will be deducted from the Security Deposit.

**10. Expiry or Termination of the Lease Agreement-**

- (a) The Lessee will peacefully hand over the vacant possession of the Premises to the Lessor upon the expiry of the Term or termination of

this Lease Agreement. The Lessee will hand over the Premises in their original state, subject to usual wear and tear.

- (b) The Lessee will deliver the possession of the vacant Premises only to the Lessor or their authorized representative.

**11. Execution.-**

- (a) Two identical copies of this Lease Agreement will be executed on stamp paper of value **Rs. [•]**.
- (b) Both the Lessor and the Lessee will keep one copy of this Lease Agreement.

**12. Dispute Resolution.-**

Any disputes arising from this Agreement will be governed by the applicable laws of India and will be subject to the jurisdiction of courts in **[•]**.

\*\*\*

**SCHEDULE OF PROPERTY  
(SCHEDULE – A)**

**Description of the Premises at [].**

<b>Premises consisting of the following:</b>
__ Bedrooms
__ Bathrooms
__ Balconies
Living and Dining area
Kitchen

**All that piece and parcel of residential accommodation being part of \_\_\_\_<sup>th</sup> floor, measuring .... sq. feet approx with 1 car parking.**

**(SCHEDULE – B)**

<b>Furniture and Fittings</b>

**The Lessor and Lessee have signed this Lease Agreement on \_\_\_\_ March 2024 in the presence of the Below Witnesses.**

**Signed,**

**Signature of Lessor**

**Signature of Lessee**

**Witnesses:-**

- 1.
- 2.

## Rent Agreement (Standard Version)

इकरारनामा बाबत किराया/ किरायानामा

वार्षिक किराया  
स्टाम्प  
स्टाम्प क्रमांक दिनांक  
स्टाम्प की संख्या

रुपये  
रुपये

किरायानामा आज दिनांक \_\_\_\_ को श्री/श्रीमती \_\_\_\_\_ पुत्र/पुत्री/ धर्मपत्नी/विधवा \_\_\_\_\_ आयु  
\_\_\_\_ वर्ष \_\_\_\_ निवासी \_\_\_\_ तहसील \_\_\_\_ जिला \_\_\_\_ राज्य \_\_\_\_। (प्रथम पक्ष/ मालिक )

व  
श्री/श्रीमती \_\_\_\_\_ पुत्र/पुत्री/धर्मपत्नी/विधवा \_\_\_\_\_ आयु \_\_\_\_ वर्ष \_\_\_\_ निवासी \_\_\_\_ तहसील  
\_\_\_\_ जिला \_\_\_\_ राज्य \_\_\_\_। (द्वितीय पक्ष/ किरायेदार ) के बीच निष्पादित किया गया है / लिखा  
गया है।

जो कि अनुसूची में दर्शाया गया है , एक मकान/ प्लॉट / फ्लैट / दूकान / फैक्ट्री / औद्योगिक प्लॉट / जिसका प्रथम पक्ष मालिक व काबिज़ है। जिस पर किसी प्रकार का कोई भार नहीं है | अनुसूची में दर्शायी गयी अचल संपत्ति पर किसी प्रकार का कोई कर्जा, किसी बैंक या सरकारी अथवा गैर-सरकारी संस्था से प्राप्त नहीं किया हुआ। सम्बंधित अचल संपत्ति किसी नीलामी या कुर्की में शामिल नहीं है। सम्बंधित अचल संपत्ति को आज से पहले किसी प्रकार से रेहन-बैय- हिब्बा व अन्य तरीके पर हस्तांतरित नहीं किया गया है। अचल संपत्ति को किराए पर देने की बाबत किसी प्रकार की कोई रुकावट किसी विभाग या किसी न्यायालय की नहीं है। उक्त अचल संपत्ति पर प्रथम पक्ष का कब्ज़ा दिनांक \_\_\_\_ से बतौर किरायेदार राशि \_\_\_\_ रु प्रति माँस पर बतौर किराए के रूप में देनी स्वीकार की है। जिसकी बाबत किरायानामा दिनांक \_\_\_\_ को किया गया है। जिसका किरायानामा निष्पादित करना प्रथम पक्ष व द्वितीय पक्ष उचित समझते हैं। इसलिये अब प्रथम पक्ष व द्वितीय पक्ष उक्त किरायानामा दिनांक \_\_\_\_ तक के लिए निष्पादित करते हैं कि प्रथम पक्ष ने अपनी उक्त राशि \_\_\_\_ रु प्रति मास किराए पर द्वितीय पक्ष को निम्नलिखित शर्तों पर दी है :-

- 1- यह है कि मौके पर कब्ज़ा द्वितीय पक्ष का दिनांक \_\_\_\_ से दे दिया है और यह किरायानामा दिनांक \_\_\_\_ तक की अवधि तक वैध रहेगा।
- 2 - किराया की इस अवधि के दौरान द्वितीय पक्ष किराए के रूप में प्रथम पक्ष को \_\_\_\_ रु प्रति मास के हिसाब से हर मास की \_\_\_\_ तिथि तक अग्रिम रूप में प्रथम पक्ष को नगद प्रदान कर देगा।
- 3 - यह है कि उक्त अवधि के दौरान सरकारी लगान, पानी एवं बिजली का खर्च द्वितीय पक्ष स्वयं वहन करता रहेगा। जिसके बारे में प्रथम पक्ष कोई आपत्ति उत्पन्न नहीं करेगा।
- 4 - यह है कि उक्त अवधि समाप्त होने पर द्वितीय पक्ष, प्रथम पक्ष को वापिस कर देगा।
- 5 - यह है कि उक्त अवधि के दौरान भुगतान की रसीद प्रथम पक्ष द्वितीय पक्ष को देगा।
- 6 - यह है कि उक्त अवधि के दौरान प्रथम पक्ष व द्वितीय पक्ष के बीच कोई विवाद होता है तो पंच फैसला दोनों पक्षों को मान्य होगा।
- 7 - यह है कि द्वितीय पक्ष ने \_\_\_\_ रु (शब्दों में \_\_\_\_ रु ) केवल नगद प्रथम पक्ष को बतौर जमानत के रूप में अदा कर दिए हैं जो कि बिना किसी ब्याज के प्रथम पक्ष द्वितीय पक्ष को सम्बंधित अचल संपत्ति के खाली करने के समय बकाया किराया व अन्य देनदारी आदि काटकर वापिस कर देगा।
- 8 - यह है कि उपरोक्त म्यांद के बाद यदि किरायेदारी की म्यांद बढ़ाई जाती है तो प्रत्येक मास \_\_\_\_\_ के बाद \_\_\_\_\_ प्रतिशत की दर से किराए में वृद्धि होगी तथा किरायेदारी की म्यांद केवल प्रथम पक्ष की सहमति द्वारा ही बढ़ाई जा सकेगी।
- 9 - यह है कि द्वितीय पक्ष सम्बंधित अचल संपत्ति को केवल \_\_\_\_\_ कार्य के लिए इस्तेमाल करेगा।
- 10 - यह है कि द्वितीय पक्ष सम्बंधित अचल संपत्ति या इसके किसी भी निर्माण में किसी भी किस्म की कोई तोड़ फोड़ या नया निर्माण नहीं करेगा तथा किसी अन्य व्यक्ति को किराए पर नहीं देगा तथा

प्रथम पक्ष को हक देगा कि वह किसी भी समय निरीक्षण के लिए आ सकता है जिसपर द्वितीय पक्ष को कोई आपत्ति नहीं होगी तथा द्वितीय पक्ष कोई ऐसा कार्य नहीं करेगा जो कि कानून की नजरों में गलत होगा।

11 - यह है कि सम्बंधित अचल संपत्ति में छोटी मरम्मत जैसे कि बिजली के तारों में परेशानी, पानी की लीकेज आदि द्वितीय पक्ष स्वयं करेगा।

12 - यह है कि जब भी किसी पक्ष को उपरोक्त अचल संपत्ति को खाली करना या कराना हो तो वह दूसरे पक्ष को दो महीने पहले नोटिस देगा।

13 - यह है कि उपरोक्त किरायानामा के दोनों पक्ष व उनके वारसान आदि हमेशा पाबंध रहेंगे तथा उसकी शर्तों का पालन करेंगे।

अतः यह किरायानामा लिख दिया गया है कि बतौर साक्षी प्रमाण रहे ताकि समय पर काम आये।

दिनांक \_\_\_\_

#### अनुसूची (पहचान के लिए अचल संपत्ति का विवरण)

नक्शा सीमा व पैमाइश मकान /फ्लैट/प्लॉट/ फ्लैट / दूकान / फैक्ट्री / औद्योगिक प्लॉट के केस में

पूर्व :- \_\_\_\_ फुट \_\_\_\_ इंच \_\_\_\_      पश्चिम:- \_\_\_\_ फुट \_\_\_\_ इंच \_\_\_\_  
उत्तर:- \_\_\_\_ फुट \_\_\_\_ इंच \_\_\_\_      दक्षिण:- \_\_\_\_ फुट \_\_\_\_ इंच \_\_\_\_

स्थित \_\_\_\_\_

साक्षीगण:

हस्ताक्षर प्रथम पक्ष

1-

2 -

हस्ताक्षर द्वितीय पक्ष

## Rent Agreement (SARAL Version)

इकरारनामा बाबत किराया/ किरायानामा

वार्षिक किराया  
स्टाम्प  
स्टाम्प क्रमांक दिनांक  
स्टाम्प की संख्या

रुपये  
रुपये

किरायानामा आज दिनांक \_\_\_\_ को श्री/श्रीमती \_\_\_\_\_ पुत्र/पुत्री/ धर्मपत्नी/विधवा \_\_\_\_\_ आयु  
\_\_\_\_ वर्ष \_\_\_\_ निवासी \_\_\_\_ तहसील \_\_\_\_ जिला \_\_\_\_ राज्य \_\_\_\_। (प्रथम पक्ष/ मकान मालिक )

व

श्री/श्रीमती \_\_\_\_\_ पुत्र/पुत्री/धर्मपत्नी/विधवा \_\_\_\_\_ आयु \_\_\_\_ वर्ष \_\_\_\_ निवासी \_\_\_\_ तहसील  
\_\_\_\_ जिला \_\_\_\_ राज्य \_\_\_\_। (द्वितीय पक्ष/ किरायेदार ) के बीच निष्पादित किया गया है / लिखा  
गया है।

अनुसूची में दर्शायी गयी अचल संपत्ति (मकान/ प्लॉट / दूकान/ फैक्ट्री / औद्योगिक प्लॉट) ("किराये की संपत्ति") का प्रथम पक्ष पूर्ण मालिक व काबिज़ है। किराये की संपत्ति पर किसी प्रकार का कोई भार, किसी प्रकार का कोई कर्जा, या किसी विभाग या किसी न्यायालय की या अन्य रुकावट नहीं है | किराये की संपत्ति किसी नीलामी या कुर्की में शामिल नहीं है।

किराये की संपत्ति के सम्बन्ध में यह किरायानामा दिनांक \_\_\_\_ को निष्पादित किया गया है। प्रथम पक्ष व द्वितीय पक्ष यह स्वीकार करते हैं कि प्रथम पक्ष ने उक्त किराये की संपत्ति द्वितीय पक्ष को किराये पर निम्नलिखित शर्तों पर दी है :-

अवधि

- 1- मौके पर किरायेदार को दिनांक \_\_\_\_ से कब्ज़ा दिया गया है। यह किरायानामा दिनांक \_\_\_\_ से दिनांक \_\_\_\_ तक वैध रहेगा।
- 2- उपरोक्त किराये की अवधि के समाप्त होने के बाद के बाद यदि किरायेदारी की अवधि बढ़ाई जाती है तो \_\_\_\_\_ के बाद, प्रत्येक मास \_\_\_\_ प्रतिशत की दर से किराया बढ़ाया जाएगा।
- 3- किरायेदारी की अवधि केवल मकान मालिक की सहमति द्वारा ही बढ़ाई जा सकेगी।

किराया व सम्बंधित भुगतान

- 4- किराये की उक्त अवधि के दौरान किरायेदार किराये के रूप में मकान मालिक को \_\_\_\_ रु प्रति मास के हिसाब से अग्रिम रूप (advance) में नगद देगा।
- 5- किरायेदार मकान मालिक को हर मास की \_\_\_\_ तिथि तक उक्त किराया देगा।
- 6- उक्त अवधि के दौरान मकान मालिक किरायेदार को भुगतान की रसीद देगा।

7- उक्त अवधि के दौरान सरकारी लगान, पानी एवं बिजली का खर्च किरायेदार स्वयं वहन करता रहेगा। इस बारे में मकान मालिक कोई आपत्ति उत्पन्न नहीं करेगा।

विवाद

8- उक्त अवधि के दौरान मकान मालिक व किरायेदार के बीच कोई विवाद होता है तो पंच फैसला दोनों पक्षों को मान्य होगा।

जमानत

9- किरायेदार ने मकान मालिक को जमानत के रूप में \_\_\_\_ रु (शब्दों में \_\_\_\_ रु) केवल नगद दिए हैं।

10- जमानत के रूप में दी हुई रकम बिना किसी ब्याज के मकान मालिक किरायेदार को किराये की संपत्ति खाली करने के समय बकाया किराया व अन्य देनदारी आदि काटकर वापिस कर देगा।

संपत्ति का इस्तेमाल

11- किरायेदार सम्बंधित किराये की संपत्ति को केवल \_\_\_\_\_ कार्य के लिए इस्तेमाल करेगा।

निर्माण कार्य

12- किरायेदार किराये की संपत्ति या इससे सम्बंधित किसी भी निर्माण में किसी भी किस्म की कोई तोड़ फोड़ या नया निर्माण नहीं करेगा।

उपकिराया

13- किरायेदार सम्बंधित किराये की संपत्ति किसी अन्य व्यक्ति को किराए पर नहीं देगा।

निरीक्षण

14- मकान मालिक किसी भी समय किराये की संपत्ति के निरीक्षण के लिए आ सकता है जिसपर किरायेदार को कोई आपत्ति नहीं होगी।

गैरकानूनी गतिविधियां

15- किरायेदार कोई ऐसा कार्य नहीं करेगा जो गैरकानूनी है।

मरम्मत

16- किराये की संपत्ति में छोटी मरम्मत जैसे बिजली के तारों में परेशानी, पानी की लीकेज आदि किरायेदार स्वयं करेगा।

नोटिस

17- जब भी किसी पक्ष को उपरोक्त अचल संपत्ति को खाली करना या कराना हो तो वह दूसरे पक्ष को दो महीने पहले नोटिस देगा।

अन्य

18- उक्त अवधि समाप्त होने पर किरायेदार, मकान मालिक को किराये की संपत्ति वापिस कर देगा।

19- दोनों पक्ष व उनके वारसान आदि हमेशा उपरोक्त किरायानामा के पाबंध रहेंगे तथा उसकी शर्तों का पालन करेंगे।

अतः यह किरायानामा बतौर साक्षी प्रमाण के उद्देश्य से लिख दिया गया है।

दिनांक \_\_\_\_\_

अनुसूची (पहचान के लिए किराये की अचल संपत्ति का विवरण)

नक्शा सीमा व पैमाइश मकान /फ्लैट/प्लॉट/ फ्लैट / दूकान / फैक्ट्री / औद्योगिक प्लॉट के केस में

पूर्व :- \_\_\_\_\_ फुट \_\_\_\_\_ इंच \_\_\_\_\_ पश्चिम:- \_\_\_\_\_ फुट \_\_\_\_\_ इंच \_\_\_\_\_  
उत्तर:- \_\_\_\_\_ फुट \_\_\_\_\_ इंच \_\_\_\_\_ दक्षिण:- \_\_\_\_\_ फुट \_\_\_\_\_ इंच \_\_\_\_\_

स्थित \_\_\_\_\_

साक्षीगणः

1-

2 -

हस्ताक्षर प्रथम पक्ष

हस्ताक्षर द्वितीय पक्ष

IN THE SUPREME COURT OF INDIA

CRIMINAL ORIGINAL JURISDICTION

WRIT PETITION (CRIMINAL) NO.184 OF 2014

**SUBRAMANIAN SWAMY ...PETITIONER(S) VERSUS UNION OF INDIA,  
MINISTRY OF LAW & ORS. ...RESPONDENT(S)**

J U D G M E N T

**Dipak Misra, J.**

1. This batch of writ petitions preferred under Article 32 of the Constitution of India exposit cavil in its quintessential conceptuality and percipient discord between venerated and exalted right of freedom of speech and expression of an individual, exploring manifold and multilayered, limitless, unbounded and unfettered spectrums, and the controls, restrictions and constrictions, under the assumed power of "reasonableness" ingrained in the statutory provisions relating to criminal law to revive and uphold one's reputation. The assertion by the Union of India and the complainants is that the reasonable restrictions are based on the paradigms and parameters of the Constitution that are structured and pedestaled on the doctrine of non-absoluteness of any fundamental right, cultural and social ethos, need and feel of the time, for every right engulfs and incorporates duty to respect other's right and ensure mutual compatibility and conviviality of the individuals based on collective harmony and conceptual grace of eventual social order; and the asseveration on the part of the petitioners is that freedom of thought and expression cannot be scuttled or abridged on the threat of criminal prosecution and made paraplegic on the mercurial stance of individual reputation and of societal harmony, for the said aspects are to be treated as things of the past, a symbol of colonial era where the ruler ruled over the subjects and vanquished concepts of resistance; and, in any case, the individual grievances pertaining to reputation can be agitated in civil courts and thus, there is a remedy and viewed from a prismatic perspective, there is no justification to keep the provision of defamation in criminal law alive as it creates a concavity and unreasonable restriction in individual freedom and further progressively mars

voice of criticism and dissent which are necessitous for the growth of genuine advancement and a matured democracy.

2. The structural architecture of these writ petitions has a history, although not in any remote past, but, in the recent times. In this batch of writ petitions, we are required to dwell upon the constitutional validity of Sections 499 and 500 of the Indian Penal Code, 1860 (for short, 'IPC') and Sections 199(1) to 199(4) of the Code of Criminal Procedure, 1973 (for short, "CrPC"). It is necessary to note here that when the Writ Petition (Crl) No. 184 of 2014 was taken up for consideration, Dr. Subramanian Swamy, the petitioner appearing in-person, had drawn our attention to paragraph 28 of the decision in R. Rajagopal alias R.R. Gopal and another v. State of T.N. and others<sup>1</sup> which reads as follows:-

"...."

3. Dr. Swamy had also drawn our attention to the observations made in N. Ravi and others v. Union of India and others<sup>2</sup>, which are to the following effect:-

"....."

4. On the aforesaid plinth, a mansion of argument was sought to be built, and that is why we have used the term 'history'. Regard being had to the importance of the matter, we had asked Mr. K. Parasaran and Mr. T.R. Andhyarujina, learned senior counsel to assist the Court and they have assisted with all the devotion and assiduousness at their command.
5. We feel obliged to state at the beginning that we shall refer to the provisions under challenge, record the submissions of the learned counsel for the parties, dwell upon the concepts of 'defamation' and 'reputation', delve into the glorious idea of "freedom of speech and expression" and conception of "reasonable restrictions" under the constitutional scheme and x-ray the perception of the Court as regards reputation, and appreciate the essential anatomy of the provisions and thereafter record our conclusions. Despite our commitment to the chronology, there is still room for deviation, may be at times being essential in view of overlapping of ideas and authorities.
6. Sections 499 of the IPC provides for defamation and Section 500 IPC for punishment in respect of the said offence. The said provisions read as follows:-

'...'

Section 199 CrPC provides for prosecution for defamation. It is apposite to reproduce the said provision in entirety. It is as follows:-

'...'

It may be stated that the aforesaid provision came into existence in the present incarnation after introduction of Section 199(2) to (5) by the Code of Criminal Procedure (Amendment) Act, 1955 on 10th August, 1955.

7. The constitutionality of the aforesaid provisions have been challenged on many a score and from many an angle by different counsel appearing for the writ petitioners who belong to different walks of life. First, we shall record the submissions in their essential facets of the learned counsel for the petitioners, the contentions advanced by the learned Attorney General and the Additional Solicitor General in defence of the provisions and thereafter the arguments put forth by the learned Amicus Curiae. We may immediately state that the effort would be to record the submissions in fullest, may be sans elaborations and individualistically crafted and sculptured nuances during the oral hearings.

IN THE SUPREME COURT OF INDIA

CRIMINAL ORIGINAL JURISDICTION

WRIT PETITION (CRIMINAL) NO.184 OF 2014

**SUBRAMANIAN SWAMY ...PETITIONER(S) VERSUS UNION OF INDIA,  
MINISTRY OF LAW & ORS. ...RESPONDENT(S)**

**Dipak Misra, J.**

1. This batch of writ petitions, under Article 32 of the Constitution, challenge the scope of "reasonableness" of restrictions on fundamental right of freedom of speech and expression, relating to specific provisions regarding revival and upholding of one's reputation in criminal law.
2. The Respondent Union of India asserts that the reasonable restrictions enshrined in the Constitution are based on the doctrine of non-absoluteness of fundamental rights. Every right corresponds to a duty to respect the rights of another person.
3. The claim of the Petitioner Dr. Swamy is that freedom of thought and expression cannot be curtailed in favour of individual reputation and on the threat of criminal prosecution. Such concepts are things of the past, and a symbol of the colonial era. Remedies are available in civil courts for claiming injury to individual reputation. There is no justification for the provision of defamation in criminal law as it creates an unreasonable restriction on fundamental right to freedom and stifles dissent. Free speech and dissent are critical to a mature democracy.
4. This Court has to consider the constitutional validity of Sections 499 and 500 of the Indian Penal Code, 1860 (for short, 'IPC') and Sections 199(1) to 199(4) of the Code of Criminal Procedure, 1973 (for short, 'CrPC').
5. Dr. Swamy, has drawn our attention to the following passage in the case of R. Rajagopal alias R.R. Gopal and another v. State of Tamil Nadu. :-

"..."

6. Dr. Swamy had also drawn our attention to the observations made in *N. Ravi and others v. Union of India* :-

"..."

7. As this matter is important, we have asked learned counsel Mr. K. Parasaran and Mr. T.R. Andhyarujina to assist the Court. They have assisted us with great skill.
8. The Court will consider the following in chronological order: *first*, the provisions of the IPC and the CrPC which are being challenged; *second*, the submissions of the lawyers of the parties to this matter; *third*, an analysis of the concepts of 'defamation' and 'reputation', and *fourth*, an analysis of the right to 'freedom of speech and expression' and the concept 'reasonable restrictions' on fundamental rights. At the end, the Court will record its conclusions.
9. Sections 499 of the IPC provides for defamation and Section 500 IPC for punishment for the offence of defamation. These provisions are :-

'...'

Section 199 of the CrPC provides for prosecution for defamation. It is as follows :-

'...'

10. The constitutionality of the above-mentioned provisions of the IPC and CrPC have been challenged several times in the past and from various angles.
11. In this matter, we will first record the submissions of the petitioners who have challenged the discussed provisions, followed by submissions of the respondents who are defending them. Finally, we will record the arguments made by the Amicus Curiae who is assisting the Court in this matter.

**Excerpts from the RTE Act (Standard Version)**

An Act to provide for free and compulsory education to all children of the age of six to fourteen Years.

BE it enacted by Parliament in the Sixtieth Year of the Republic of India as follows:—

**1. Short title, extent and commencement.—**

(1) This Act may be called the Right of Children to Free and Compulsory Education Act, 2009.

(2) It shall extend to the whole of India except the State of Jammu and Kashmir.

(3) It shall come into force on such date<sup>1</sup> as the Central Government may, by notification in the Official Gazette, appoint.

(4) Subject to the provisions of articles 29 and 30 of the Constitution, the provisions of this Act shall apply to conferment of rights on children to free and compulsory education.

(5) Nothing contained in this Act shall apply to Madrasas, Vedic Pathshalas and educational institutions primarily imparting religious instruction.

**2. Definitions.—**

In this Act, unless the context otherwise requires,—

(a) "appropriate Government" means—

(i) in relation to a school established, owned or controlled by the Central Government, or the administrator of the Union territory, having no legislature, the Central Government;

(ii) in relation to a school, other than the school referred to in sub-clause (i), established

within the territory of—

(A) a State, the State Government;

(B) a Union territory having legislature, the Government of that Union territory;

(c) "child" means a male or female child of the age of six to fourteen years;

(d) "child belonging to disadvantaged group" means a child with disability or] a child belonging to the Scheduled Caste, the Scheduled Tribe, the socially and educationally backward class or such other group having disadvantage owing to social, cultural, economical, geographical, linguistic, gender or such other factor, as may be specified by the appropriate Government, by notification;

(e) "child belonging to weaker section" means a child belonging to such parent or guardian whose annual income is lower than the minimum limit specified by the appropriate Government, by notification;

(g) "guardian", in relation to a child, means a person having the care and custody of that child and includes a natural guardian or guardian appointed or declared by a court or a statute;

(n) "school" means any recognised school imparting elementary education and includes—

- (i) a school established, owned or controlled by the appropriate Government or a local authority;
- (ii) an aided school receiving aid or grants to meet whole or part of its expenses from the appropriate Government or the local authority;
- (iii) a school belonging to specified category; and
- (iv) an unaided school not receiving any kind of aid or grants to meet its expenses from the appropriate Government or the local authority;

### **3. Right of child to free and compulsory education.—**

(1) Every child of the age of six to fourteen years, including a child referred to in clause (d) or clause (e) of section 2, shall have the right to free and compulsory education in a neighbourhood school till the completion of his or her elementary education.

(2) For the purpose of sub-section (1), no child shall be liable to pay any kind of fee or charges or expenses which may prevent him or her from pursuing and completing the elementary education.

(3) A child with disability referred to in sub-clause (A) of clause (ee) of section 2 shall, without prejudice to the provisions of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (1 of 1996), and a child referred to in sub-clauses (B) and (C) of clause (ee) of section 2, have the same rights to pursue free and compulsory elementary education which children with disabilities have under the provisions of Chapter V of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995:

Provided that a child with "multiple disabilities" referred to in clause (h) and a child with "severe disability" referred to in clause (o) of section 2 of the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 (44 of 1999) may also have the right to opt for home-based education.

### **4. Special provisions for children not admitted to, or who have not completed, elementary education.—**

Where a child above six years of age has not been admitted in any school or though admitted, could not complete his or her elementary education, then, he or she shall be admitted in a class appropriate to his or her age:

Provided that where a child is directly admitted in a class appropriate to his or her age, then, he or she shall, in order to be at par with others, have a right to receive special training, in such manner, and within such time-limits, as may be prescribed: Provided further that a child so admitted to elementary education

shall be entitled to free education till completion of elementary education even after fourteen years.

**6. Duty of appropriate Government and local authority to establish school.—**

For carrying out the provisions of this Act, the appropriate Government and the local authority shall establish, within such area or limits of neighbourhood, as may be prescribed, a school, where it is not so established, within a period of three years from the commencement of this Act.

**7. Sharing of financial and other responsibilities.—**

(1) The Central Government and the State Governments shall have concurrent responsibility for providing funds for carrying out the provisions of this Act.

(2) The Central Government shall prepare the estimates of capital and recurring expenditure for the implementation of the provisions of the Act.

(3) The Central Government shall provide to the State Governments, as grants-in-aid of revenues, such percentage of expenditure referred to in sub-section (2) as it may determine, from time to time, in consultation with the State Governments.

(4) The Central Government may make a request to the President to make a reference to the Finance Commission under sub-clause (d) of clause (3) of article 280 to examine the need for additional resources to be provided to any State Government so that the said State Government may provide its share of funds for carrying out the provisions of the Act.

(5) Notwithstanding anything contained in sub-section (4), the State Government shall, taking into consideration the sums provided by the Central Government to a State Government under sub-section (3), and its other resources, be responsible to provide funds for implementation of the provisions of the Act.

(6) The Central Government shall—

(a) develop a framework of national curriculum with the help of academic authority specified under section 29;

(b) develop and enforce standards for training of teachers;

(c) provide technical support and resources to the State Government for promoting innovations, researches, planning and capacity building.

**21. School Management Committee.—**

(1) A school, other than a school specified in sub-clause (iv) of clause (n) of section 2, shall constitute a School Management Committee consisting of the elected representatives of the local authority, parents or guardians of children admitted in such school and teachers:

Provided that at least three-fourth of members of such Committee shall be parents or guardians:

Provided further that proportionate representation shall be given to the parents or guardians of children belonging to disadvantaged group and weaker section: Provided also that fifty per cent. of Members of such Committee shall be women.

(2) The School Management Committee shall perform the following functions, namely:—

- (a) monitor the working of the school;
- (b) prepare and recommend school development plan;
- (c) monitor the utilisation of the grants received from the appropriate Government or local authority or any other source; and
- (d) perform such other functions as may be prescribed:

Provided that the School Management Committee constituted under sub-section (1) in respect of,—

- (a) a school established and administered by minority whether based on religion or language; and
- (b) all other aided schools as defined in sub-section (ii) of clause (n) of section 2, shall perform advisory function only.

**32. Redressal of grievances.—**

(1) Notwithstanding anything contained in section 31, any person having any grievance relating to the right of a child under this Act may make a written complaint to the local authority having jurisdiction.

(2) After receiving the complaint under sub-section (1), the local authority shall decide the matter within a period of three months after affording a reasonable opportunity of being heard to the parties concerned.

(3) Any person aggrieved by the decision of the local authority may prefer an appeal to the State Commission for Protection of Child Rights or the authority prescribed under sub-section (3) of section 31, as the case may be.

(4) The appeal preferred under sub-section (3) shall be decided by State Commission for Protection of Child Rights or the authority prescribed under sub-section (3) of section 31, as the case may be, as provided under clause (c) of sub-section (1) of section 31.

**Excerpts from the RTE Act (SARAL Version)**

An Act to provide for free and compulsory education for all children of six to fourteen years of age.

Enacted by Parliament as follows: —

**1. Short Title, Extent and Commencement. -**

- (1) This is the Right to Education Act, 2009.
- (2) It extends to the whole of India except the State of Jammu and Kashmir.
- (3) The Central Government will notify the date on which the Act will come into force in the Official Gazette.
- (4) This Act provides children with the right to free and compulsory education, subject to the provisions of Articles 29<sup>1</sup> and 30<sup>2</sup> of the Constitution.

**2. Definitions. -**

The following terms will have the following meaning, unless the context requires differently—

- (a) "appropriate Government" means—
  - (i) the Central Government, for a school set up, owned or controlled by the Central Government;
  - (ii) the Central Government, for a school set up, owned or controlled by the administrator, in case of a Union territory which has no legislature;
  - (iii) the State Government, for a school set up in a State, except for a school referred to in sub-clauses (i) and (ii);
  - (iv) the Government of the Union territory, for a school set up in that Union Territory, other than a school referred to in sub-clause (ii);
- (c) "child" means a child of six to fourteen years of age;
- (d) "child belonging to disadvantaged group" means—
  - (i) a child with a disability,
  - (ii) a child belonging to a Scheduled Caste, a Scheduled Tribe, or any socially and educationally backward class, or
  - (iii) any other group which is disadvantaged due to social, cultural, economic, geographical, language-based, gender or other factors, as notified by the appropriate Government;

<sup>1</sup> Article 29 recognises that any section of citizens, with a distinct language, script or culture, will have the right to conserve the same. It further provides that no citizen will be denied admission to any educational institution maintained or aided by the State on grounds of religion, race, caste or language.

<sup>2</sup> Article 30 recognises the right of minorities, whether based on religion or language, to establish and administer educational institutions of their choice. It is further provided that States will not discriminate against such educational institutions while granting aid.

(e) "child belonging to weaker section" means a child whose parents' or guardians' annual income is lower than the minimum limit notified by the appropriate Government;

(g) "guardian", in relation to a child, means a person who has the care and custody of that child. It includes a natural guardian and a guardian appointed or declared by a court or a statute;

(n) "school" means any recognised school imparting elementary education and includes—

- (i) a school set up, owned or controlled by the appropriate Government or a local authority;
- (ii) an aided school receiving aid or grants to meet its expenses from the appropriate Government or a local authority;
- (iii) a school belonging to specified category; and
- (iv) an unaided school, not receiving any kind of aid or grants to meet its expenses from the appropriate Government or a local authority;

### **3. Right of child to free and compulsory education. -**

(1) Every child will have the right to free and compulsory education in a neighbourhood school till their elementary education is completed. This includes a child belonging to a disadvantaged group or weaker section.

(2) A child or a child's parent or guardian will not be liable to pay any kind of fee or charge which would prevent such child from completing their elementary education, as set out under sub-section 1.

(3) A child with disability under this Act will have the same rights to pursue free and compulsory elementary education as provided for children with disabilities under Chapter V of the Persons with Disabilities Act, 1995;

(4) The following children will also have the right to opt for home-based education:

- (i) A child with "multiple disabilities", as defined in section 2(h) of the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999, and
- (ii) a child with "severe disability", as defined in section 2(o) of the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999.

### **4. Special provisions for children who have not been admitted to, or who have not completed their elementary education. -**

(1) A child must be admitted in a class appropriate to the child's age when --

- (a) the child is above six years of age and has not yet been admitted to any school; or
  - (b) the child has been admitted to a school but could not complete elementary education.
- (2) Any child under sub-section (1) will --
- (a) receive special training to be at par with others within a prescribed time limit;
  - (b) be entitled to free education till the completion of elementary education even after the age of fourteen years.

**6. Duty of appropriate government and local authority to establish schools. -**

For fulfilling the purpose of this Act --

- (a) The appropriate Government and the local authority will establish a school, within a prescribed area or limits of neighbourhood, where a school is not yet established.
- (b) The school must be established within a period of three years from the commencement of this Act.

**7. Sharing of financial and other responsibilities between the Central Government and State Governments. -**

- (1) The Central Government and the State Governments will both be responsible for providing funds for the implementation of this Act.
- (2) The Central Government must prepare the estimates of capital and recurring expenditure for the implementation of this Act.
- (3) The Central Government must provide grants-in-aid of revenues to the State Governments for a percentage of the expenditure referred to in sub-section (2). The Central Government may determine such a percentage of expenditure from time to time, in consultation with the State Governments.
- (4) The Central Government may make a request to the President to make a reference to the Finance Commission, under Article 280(3)(d)<sup>3</sup> of the Constitution. Based on this request, the Finance Commission will examine the need for additional resources for the State Governments so that the State Government may provide its share of funds under sub-section (1).
- (5) The State Government will be responsible to provide funds for the implementation of this Act regardless of sub-section (4).

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<sup>3</sup> Under Article 280(3)(d), the President may refer any matter, in the interest of sound finance, to the Finance Commission for recommendations.

- (6) The Central Government must—
- (a) develop a national curriculum framework with the help of the academic authority specified in section 29;
  - (b) develop and enforce standards for the training of teachers;
  - (c) provide technical support and resources to the State Government for promoting innovations, research, planning and capacity building.

### **21. School Management Committee. -**

A school, except for an unaided school specified in section 2(n)(iv), must constitute a School Management Committee.

#### **21A. Composition of the School Management Committee. -**

- (1) The School Management Committee will consist of elected representatives of the local authority, parents or guardians of children admitted in a school, and teachers.
- (2) Parents or guardians must make up at least three-fourths of the members of the Committee.
- (3) Parents or guardians of children belonging to disadvantaged groups and weaker sections must have proportionate representation on the Committee.
- (4) Fifty percent of the members of the Committee must be women.

#### **21B. Functions of the School Management Committee. -**

- (1) The School Management Committee must perform the following functions:
  - (a) monitor the working of the school;
  - (b) prepare and recommend School Development Plan;
  - (c) monitor the utilisation of the grants received from the appropriate Government or local authority or any other source; and
  - (d) perform any other prescribed functions.
- (2) The School Management Committee will perform only advisory functions for—
  - (i) a school which is established and administered by a religious or linguistic minority; or
  - (ii) an aided school as defined in section 2(n)(ii).

### **32. Grievance redressal. -**

- (1) Regardless of section 31, any person having any grievance relating to the rights of a child under this Act may make a written complaint to the local authority which has jurisdiction.

(2) After receiving the complaint under sub-section (1), the local authority must provide the concerned parties a reasonable opportunity of being heard and decide the matter within a period of three months.

(3) Any person aggrieved by the decision of the local authority may appeal to the State Commission for Protection of Child Rights or the authority constituted under section 31(3).

(4) The appeal under sub-section (3) must be decided as provided under section 31(1)(c).

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[www.vidhilegalpolicy.in](http://www.vidhilegalpolicy.in)  
Vidhi Centre for Legal Policy  
A-232, Defence Colony  
New Delhi – 110024

011-43102767/43831699  
[vidhi@vidhilegalpolicy.in](mailto:vidhi@vidhilegalpolicy.in)