

LEGAL RISK ANALYSIS REPORT

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Total Clauses Analyzed: 8

Risk Summary

HIGH: 4 clause(s)

MEDIUM: 2 clause(s)

LOW: 2 clause(s)

Detailed Analysis

Clause 1 - Risk: LOW

Original:

LEGAL AGREEMENT This Agreement is executed on this 15th day of March, 2025, by and between XYZ Infrastructure Ltd. (hereinafter referred to as the "First Party") and Mr. Ramesh Kumar (hereinafter referred to as the "Second Party").

Simplified:

LEGAL AGREEMENT This Agreement is executed on this 15th day of March, 2025, by and between XYZ Infrastructure Ltd. (from now on referred to as the "First person or company") and Mr. Ramesh Kumar (from now on referred to as the "Second person or co...

Risk Explanation:

This is a standard administrative or interpretive clause with minimal risk impact. These are common in most agreements.

Clause 2 - Risk: HIGH

Original:

Indemnification: The Second Party agrees to indemnify, defend, and hold harmless the First Party from and against any and all claims, liabilities, losses, damages, costs, or expenses arising out of or in connection with any breach of this Agreement.

Simplified:

compensation for losses: The Second person or company agrees to compensate for losses, defend, and hold harmless the First person or company from and against any and all claims, liabilities, losses, damages, costs, or expenses arising out of or in...

Risk Explanation:

This clause contains terms that could significantly impact your rights, obligations, or financial liability. Review carefully or consult legal counsel.

Clause 3 - Risk: HIGH

Original:

Force Majeure: Neither Party shall be liable for failure or delay in the performance of its obligations under this Agreement if such failure results from events beyond reasonable control including but not limited to acts of God, governmental actions, war, riots, or natural calamities.

Simplified:

unforeseeable circumstances: Neither person or company will be responsible for failure or delay in the performance of its obligations under this Agreement if such failure results from events beyond reasonable control including but not limited to a...

Risk Explanation:

This clause contains terms that could significantly impact your rights, obligations, or financial liability. Review carefully or consult legal counsel.

Clause 4 - Risk: HIGH

Original:

Limitation of Liability: In no event shall the First Party be liable for any indirect, incidental, consequential, or punitive damages, whether arising in contract, tort, or otherwise.

Simplified:

Limitation of responsibility: In no event will the First person or company be responsible for any indirect, incidental, consequential, or punitive damages, whether arising in contract, tort, or otherwise.

Risk Explanation:

This clause contains terms that could significantly impact your rights, obligations, or financial liability. Review carefully or consult legal counsel.

Clause 5 - Risk: MEDIUM

Original:

Arbitration: Any dispute arising out of or relating to this Agreement shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi.

Simplified:

dispute resolution: Any dispute arising out of or relating to this Agreement will be resolved by dispute resolution in accordance with the dispute resolution and Conciliation Act, 1996. The seat of dispute resolution will be New Delhi.

Risk Explanation:

This clause involves procedural or administrative matters that may affect how disputes or changes are handled. Understanding these terms is important.

Clause 6 - Risk: LOW

Original:

Severability: If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severed, and the remaining provisions shall continue in full force and effect.

Simplified:

Severability: If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed severed, and the remaining provisions will continue in full force and effect.

Risk Explanation:

This is a standard administrative or interpretive clause with minimal risk impact. These are common in most agreements.

Clause 7 - Risk: HIGH

Original:

Waiver: Failure by either Party to enforce any provision shall not constitute a waiver of future enforcement.

Simplified:

giving up: Failure by either person or company to enforce any provision will not constitute a giving up of future enforcement.

Risk Explanation:

This clause contains terms that could significantly impact your rights, obligations, or financial liability. Review carefully or consult legal counsel.

Clause 8 - Risk: MEDIUM

Original:

Jurisdiction: Subject to arbitration, the courts at New Delhi shall have exclusive jurisdiction.

Simplified:

legal authority: Subject to dispute resolution, the courts at New Delhi will have exclusive legal authority.

Risk Explanation:

This clause involves procedural or administrative matters that may affect how disputes or changes are handled. Understanding these terms is important.