

Journal of Law & Social Studies (JLSS)

Volume 6, Issue 3, pp 285-294

[www.advancelrf.org](http://www.advancelrf.org)

## Comparative Analysis of Scope and Implications of Alternative Dispute Resolution in Pakistan and the UK

Khurram Baig

PhD Scholar, University Gillani Law College, Bahauddin Zakariya University, Multan

Email: [mkb5729@gmail.com](mailto:mkb5729@gmail.com)

### Abstract

*This comparative analysis delved into the scope and implications of Alternative Dispute Resolution in Pakistan and the UK which is focusing on the legal frameworks, practices, and outcomes in Pakistan and the UK. The primary objectives is to identify key legislative and procedural differences, assess the effectiveness of ADR in reducing litigation and enhancing access to justice and evaluate the challenges and opportunities each country faces in implementing ADR. By conducting a comprehensive literature review of legal texts, case law, reports, and statistical data, and analyzing selected case studies, this study provides a nuanced understanding of the ADR landscape in both nations. The UK's ADR legal frameworks are well-established, with comprehensive guidelines for mediation, arbitration and conciliation, contributing to its effectiveness in alleviating court backlogs and providing swift dispute resolution. In contrast, Pakistan's ADR framework is evolving, with recent legislative efforts promoting ADR, though challenges such as limited awareness, inadequate infrastructure, and resistance from traditional legal practitioners persist. The study finds that while ADR in the UK is recognized for its efficiency, uniformity in practices and enforceability of outcomes remain areas for improvement. Pakistan's ADR effectiveness is hindered by cultural resistance and institutional capacity constraints, despite growing traction and legislative support. The UK can benefit from Pakistan's integration of traditional dispute resolution practices, making ADR more culturally resonant and accessible. Conversely, Pakistan can adopt best practices from the UK's robust ADR framework to enhance its efficiency and credibility. The study concludes that a collaborative approach, drawing on each country's strengths and experiences, can lead to more effective and inclusive ADR systems.*

**Keywords:** Alternative Dispute Resolution, Arbitration, legal framework, case studies, implication.

### Introduction

One cornerstone of modern legal systems in which Alternative Dispute Resolution (ADR) is used, including arbitration law, provides a practical alternative to traditional court litigation (Pablo, J. 2024). The move to ADR indicates a shift from lengthy courtroom brawls to settle differences by new methods. In place of that, it demands something speedier and flexible and more personalized—a quieter way that can produce differences between disputants more easily resolved by those involved themselves than before they get out of hand. Parties are agreed on with regard to the arbitrator. Most often he will make a binding decision referred to as an 'award' (Gamage & Kumar, 2024). This speeds up negotiations on settlement and also offers a more precisely tailored costume often done in a less formal setting. With international trade and cross-border city connections increasingly being recognized by legal systems all over the world as an attractive field for arbitration, the need for research becomes clear—this is it. It is in the light of the so-called arbitration law that this paper tries to interpret the finer points of alternative dispute resolution. The topics include its basis in theory, techniques of how it actually operates and results or consequences achieved by this approach. By exploring such issues as the enforceability of arbitral awards, the autonomy of parties, and the relationship between national and international legislation, the current investigation hopes to give

readers a deep understanding of a new stage in arbitration law's development as a crucial factor within today's legal system (Khualaili et al., 2024)

### **Importance of Comparing ADR in Pakistan and the UK**

This comparative review of ADR procedures in Pakistan and UK highlights how institution, law and culture interact to determine effectiveness as well as the results or success rate of such methodologies under different socio-legal dynamics. According to Jurgees, Suleman & Shahid (2024) the constantly evolving legislative landscape of Pakistan and its all-encompassing cultural history however, it is necessary for examining unique ways in which ADR can be incorporated into a system like that existing within the country. ADR method seems to fall in and out of favour with changes, going on elsewhere, judicial attitudes change again or the public mood shifts- even some new law may stifle emerging practices (Faizan, Tahir & Jummani, 2024). Nevertheless, there are effective options both under the UK justice system and ADR. It also provides valuable guidance on how to improve ADR processes, so that they are able to contribute more effectively in advancing the interests of society at large and promoting efficiency as well as justice within the legal system (Dhivya, 2024).

### **Research Methodology**

This study is applying the doctrinal legal research methodology, which requires a careful examination of legal theory, legislation, case law, and scholarly opinion. Through the collection of primary data through the study of relevant statutes, case studies and secondary data from research articles, books etc. This approach made it possible to thoroughly analyse the legal frameworks supporting ADR in Pakistan and the UK to understand the institutional, cultural, and legal contexts. This method provided valid foundation for comparing, through law, court decisions, and academic research, the challenges and effectiveness of ADR methods in various jurisdictions. It also made it feasible to understand in detail how ADR influences access to justice and identify areas that would require development.

### **Review of Literature**

Alternative dispute resolution (ADR) is defined as any method other than traditional litigation and arbitration for resolving disputes, including some processes involving an imposed decision (Khan et al., 2022). Although arbitration was introduced to address some of the issues associated with litigation, it has often proved to be similar in terms of cost and duration. According to Hussain, (2011) over time, judicial systems worldwide began to recognize ADR as a viable option to alleviate these challenges. Katherine, (2004) examined that common forms of ADR include mediation, fact-finding, mini-trials, and small claims courts. The appeal of ADR lies in its ability to resolve disputes more quickly and cost-effectively. Hamaish Khan, (2022) explored that arbitration is a type of ADR that, in the setting of business disputes, enables parties to preserve their business relationships and reputation while privately settling disagreements. According to Muhammad, (2009), ADR is becoming more and more recognized in the twenty-first century as a faster, less expensive, and more effective substitute for the frequently time-consuming and expensive legal system on a national and international level.

The main aim of this study is to Comparative Analysis of scope and implications of Alternative Dispute Resolution in Pakistan and the UK. To highlight the quantum of its adaptation in the Pakistan and the UK and also to give detail about procedure of alternative dispute resolution under the prevailing laws of Pakistan and the UK. Moreover it has the objective to discuss the compatibility of alternative dispute resolution regarding cultural and societal influences in Pakistan and the UK. This study is further aimed to shed light on the application of alternative disputes resolution processes as to aware the people to adopt alternative dispute resolution system for settlement of their issues without entering into formal court cases. Its object is also to reduce burden of pendency on regular courts as majority of cases are subjudice before the courts which can easily be dispose of through alternative mode of ADR.

Alternative Dispute Resolution (ADR) is said to be a process which work for an alternative to conservative litigation for resolving disputes. ADR methods include a variety of practices; each designed to facilitate the resolution of conflicts in a more amenable, efficient, and often less formal setting than traditional court proceedings (Mohsin Akhter Kayani, 2023). Some of methods are discussed for the ADR. Firstly through the study of M. Junaid Ghaffar & Agha Faisal, (2021) an impartial third party that helps opposing parties communicate and encourages their agreement to a mutually acceptable settlement is called a mediator. Everyday problems to commercial disagreements are being resolved through mediation in the UK and Pakistan.

Secondly arbitration entails the submission of a dispute to a neutral third party, the arbitrator, who makes a binding decision after considering evidence and arguments from both sides. Arbitration is commonly used in Pakistan and the UK for commercial disputes, construction contracts, and international trade matters. Arbitration resembles a judicial process in which an arbitrator or a panel makes an award on the dispute after collecting evidence and hearing the parties. The key difference from litigation is that the parties select their arbitrators and the rules under which the arbitration will be conducted (Kirby, 2017).

Thirdly the least formal ADR method is one in which parties settle their differences directly with one another without the involvement of a third party. Results are decided upon and managed by the parties themselves. Negotiation is more adaptable and more appropriate for disputes when parties are ready to cooperate and find common ground since it lets parties control the process and outcome (Akram & Alvi, 2022). Fourthly a third, unbiased body known as the conciliator encourages communication between parties in conflict and presents potential resolutions. Conciliation is utilized, among other circumstances, in contract disputes, interpersonal problems, and workplace disagreements in Pakistan and the UK.

### **Review of ADR Practices in Pakistan**

According to Shahzad & Ali, (2023) the legal framework for ADR in the context of Pakistan is evolved to provide a basis for the recognition and regulation of ADR processes. Different laws, rules, and regulations govern ADR which are reflecting a commitment to making these methods integral to the legal system of Pakistan. Domestic arbitration is governed by the Arbitration Act of 1940, which also lies forth how arbitrators are selected, rulings may be reversed, and hearings are held. Foreign arbitration agreements and awards are easier to recognize and enforce according to the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Decisions) Act, 2011. The Civil Procedure Code underwent revisions in 2020 that urge parties to consider mediation either before or during court proceedings. Provincial regulations include the Sindh Alternative Dispute Resolution Act, 2017 and the Punjab Alternative Dispute Resolution Act, 2019 offer further foundations for ADR processes, including conciliation (Iftekhhar, 2017). Family Courts Act, 1964 established family courts emphasizing mediation and conciliation for family disputes. International commercial arbitration is regulated under the International Arbitration Act, 2017 in line with UNCITRAL standards, ultimately with the aim of enhancing legal clarity and support for international arbitration procedures in Pakistan. Continuing efforts are focused on increasing knowledge, educating ADR practitioners, and perhaps passing legislation to address emerging problems and boost the effectiveness of ADR generally (Blackham, 2016).

### **Review of ADR Practices in the UK**

Jain, S. (2020) examined the UK has strict rules and judges that uphold them. Their way of settling arguments is the only one that works. Businesses, lawyers, and families can all use it to solve problems. Since the Family Law Act of 1996 requires Mediation Information and Assessment Meetings (MIAMs), mediation plays a big role in family law. Being quiet and looking out for kids' best interests are things it tries to do. Individuals and companies having law or business issues like the Arbitration Act 1996 because it is quick, private, has experts, and makes tough decisions. The ADR has been backed by the courts in cases like "Halsey v. Milton Keynes General NHS Trust." This

case shows that people might lose a lot of money if they refuse ADR without a good reason. In some cases, the Civil Procedure Rules even support ADR more, saying that there should be a better way to settle disagreements. Not only is this the right thing to do, but Blackham and Allen (2019) also say that individual should use ADR instead of going to court.

Bano, S. (2007) explored the Family Law Act of 1996 says that both sides must meet to talk about and agree on a deal. This is why settlement is so important in family law. It tries to be quiet and look out for kids' best interests. This law from 1996 is liked by people who work in business and law because it is quick, private, has experts, and makes tough choices. The courts have supported different kinds of alternative dispute resolution (ADR) in decisions like "Halsey v. Milton Keynes General NHS Trust." People who refuse ADR for no good reason could lose a lot of money, as this story shows. The Civil Procedure Rules say there should be a better way to do things. This means that ADR can be even more helpful sometimes.

### **Comparison of Legal Frameworks Supporting ADR in Pakistan and the UK**

Both Pakistan's and UK law encourage alternative dispute settlement (ADR), but they do it with different groups and in different ways. This is because every country has its own laws and rules. There are several types of rules that govern ADR in Pakistan. Laws handle things like mediation, arbitration, settlement, and mediation in the US and other places. People in the US can settle their differences by following this rule from 1940. Its main job is to make sure choice and steps are fair. . Since the Civil Procedure Code changed in 2020, a civil case is more likely to be the last part of the case. It is possible to get along without going to court. The Punjab and Sindh Alternative Dispute Resolution Acts and other county rules that improve ADR are even better. When there is a family or settlement case, these rules are very helpful. They were made by the Family Courts Act of 1964. The Foreign Disputes Act of 2017 makes it clear that all countries that do business with each other must follow the rules set by UNCITRAL. There are now more ways for people outside of Pakistan to look at the rules and learn them.

On the other hand, it's meant to bring together family, business, and social issues in the UK. It does this with the help of laws and rules that keep people safe. A lot of family law changed when the Family Law Act of 1996 was passed. Also, people need to go to Mediation Information and Assessment Meetings (MIAMs). At these talks, they should be able to cool down and think about what's best for the kids. The 1996 Arbitration Act is a rule that can be used to settle both business and personal disputes. It has a neat, quick, and quiet way of finishing fights that both sides must follow. Many important court rulings, such as "Halsey v. Milton Keynes General NHS Trust," show that courts back ADR. You should know how much ADR costs if you don't want to use it. These rules say that ADR can be used at different times during a case. To make things better, people are more likely to work together than to fight. The ADR rules are in place in both Pakistan and the UK. Their plan does not look as well putting together, though. There are different laws and rules for each type of ADR. The law is stricter in the UK. It's easy to use because it follows government and court rules. People learn new rules all the time and make sure they know and follow the ones that are already in place everywhere. There are various groups and parts of Congress that do not always agree on the same level. Over the next few years, each government may try to improve ADR. To get things fixed faster and better, they could learn more about it, train the people who work in it, or even change the rules.

### **Comparison of Institutional Support and Promotion for ADR in Pakistan and the UK**

In Pakistan, some types of ADR are used, but not many people or groups support them (Khan, 2019). Center for International Investment and Commercial Arbitration Pakistan (CIICA) began in April 2015 and has been going since May 2016. A lot of people didn't think arbitration was a better way to settle business disputes. The Securities and Exchange Commission of Pakistan (SECP) agrees with CIICA that Pakistan should stop making new ADR rules all the time. There are strict rules that the group must follow to do what is asked of them. There are several groups that CIICA helps, such as

the Secretariat, the Arbitration Court or Council, and a group of judges. Law companies and lawyers in Pakistan and around the world now know that arbitration can be helpful. The process goes faster this way (Akram & Alvi, 2022).

ADR can be used in lots of places in the UK there are a lot of expert groups that back and push ADR. Among the groups that do this are the London Court of International Arbitration (LCIA), the Chartered Institute of Arbitrators (CIArb), and the Centre for Effective Dispute Resolution (CEDR). Genen (2018) said that cultural and social facts are used in this study to look at how ADR is used and how well it works in the UK and Pakistan. Alternative Dispute Resolution (ADR) in Pakistan is hard to understand if anyone does not know a lot about the past and people of the country. Pakistanis, especially those who lived in the countryside, used to settle their disagreements in simple, old-fashioned ways a long time ago. Among these are the rules for the Panchayat and the Jirga. A lot of people like these ways because they are fair, simple, and in line with what people there do and think. That's not always the case with how the government follows the law (Khan, 2019). On the other hand, these old ways of doing things may also support male norms and not protect people from being abused in ways those human rights. This also means that women and poor people don't get fair punishment (Bennett et al. 2018).

A lot of people do not trust the courts because they lie and take too long because of many cases that need to be looked at. ADR is being used by more and more people who don't trust them. A lot of people in Pakistan also can't read or understand the law, which makes it harder for them to agree with or understand the present ADR methods (Shaikh & Shaikh, 2020). Anyone can now use the Arbitration Act 1940 and state ADR acts. On the other hand, rules and norms make it hard for many people to fully use them and make them work.

In the UK, on the other hand, people are used to bars and the law. This makes ADR more likely to be used and helps it work better. Genn (2018) says that people in the UK want to fight over things quickly, properly, and quietly. It looks like this is what ADR is for. Folks in the UK know about ADR and think it's a good way to end a fight. It's something that a lot of people have learned with help from the government and organizations like CEDR and CIArb. People from other countries and mixed-race groups in the UK are also learning more about how important it is for ADR to include people from all languages and countries (De Girolamo, 2016). Now there's a better way to make things right. ADR should learn more about the differences between the two groups. Hodges et al. (2020) say that courts and monitors know more about ADR now, which makes it better and more useful.

### **The Comparative Analysis of Scope of Arbitration in Pakistan and the UK**

According to Baig, K., Mushtaq, S. A., & uz Zaman, W. (2024) the extent of arbitration in Pakistan and UK reflects separate legal framework hence exhibiting few similarities and some stark differences. Arbitration in Pakistan is governed by the Arbitration Act 1940, which sets a framework that promotes party autonomy and reduces judicial meddling into arbitral proceedings. Arbitration agreements are typically upheld but public policy challenges can affect enforcement. In contrast, the Arbitration Act 1996 in UK facilitates a pro-arbitration environment by way of judicial support to enforce arbitration agreements and awards. The courts are only a supervisory institution in the UK, and thereby failure of defective arbitration is corrected on its own. Though the two jurisdictions have different methods of judicial intervention and enforcement mechanisms, an efficiency process with finality in dispute resolution is a common goal.

The judgment of the Supreme Court of Pakistan in Karachi Dock Labour Board Vs Messrs Quality Builders Ltd PLD 2016 SC 121 clearly demonstrates how wide-ranging arbitration is practiced within Pakistan. The Court classified arbitration into three categories — (i) autonomous arbitration sans court intervention; (ii) Section 20 Arbitration where only limited role of the Courts is permissible for ensuring procedural compliance under part I and Part II to be trigger able per terms of agreement; or, as agreed while pending litigation with a view that parties have decided how the disputes are resolved

but holding legalities till dispute admission in Amarchand. With such leapfrogging system, not only may objective justice be arrived at more quickly and autonomously than ever before (than is able within conventional court settings), but from top to bottom too.. The Supreme Court will therefore define these different routes in order to promote a rewarding arbitration system that brings certainty, alternatively, when it comes to the judicial environment say for commercial or peaceable resolution of civil claims there are likely some cases where on international standards and, at the same time, we can have superb human rights conditions.

This landmark decision laid stress on the principles for arbitration under the legal landscape governed hitherto. It suggests minimal judicial interference with arbitral awards at most. After all, arbitration is a solution the parties themselves are willing to try for disputes between parties. Justice Shah re-mentioned that the arbitrator is a quasi-judicial body and acts as devine in resolving disputes. Under the Arbitration Act, the court is given a supervisory role only when there are procedural irregularities or situations of injustice and inequity. This mechanism is designed to reduce the court backlog, restrict frivolous litigation and maintain arbitration as an efficient mode of dispute resolution in Pakistani legal framework.

The Supreme Court of Pakistan's judgments in Civil Petitions No. 3059 & 3060 of 2021,' Injum Aqeel V. Latif Muhammad Chaudhry, etc. laid down principles regarding arbitration under the Arbitration Act 1940 It stresses that arbitration is a consensual way to settle disputes, and seeks to afford consensual freedom and flexibility in the choice of arbitrators or rules for procedure that judgment stresses that courts should interfere as little as possible. It is only where the arbitrator himself has been at fault to an abnormal extent or such faults lead directly on into awards which deviate fundamentally from arbitration terms agreed between buyer and seller that they may intervene.

In the *Enka Insaat Ve Sanayi AS v OOO Insurance Company Chubb* [2020] UKSC 38 case, the Supreme Court of the United Kingdom gave clarification for determining the governing law of an arbitration agreement under English law. The case was very important, because it gave us a call back to pre-Brexit arbitration practice. The Supreme Court stressed that if the parties have stipulated in their main contract a governing law, either in express terms or by way of necessary implication, then that same law will as a general rule govern their arbitration agreement unless there are strong reasons to the contrary. This “main contract” approach ensures that legal certainty and consistency are achieved in matching the conditions of contract negotiation with a mechanism for solving disputes However, where the parties have not specified the law of their contract, the court division was at odds: a majority applied what is known as “the seat approach” and held that the arbitration agreement follows law at place where it is to be carried out while a minority favoured applying Rome I Regulation's law of contract to arbitration agreements. This ruling highlights the importance of working the language of contracts carefully and judiciously choosing governing law status governing international arbitration disputes in the UK. It also reinforces the focus on clarity and predictability in achieving efficient resolution for those conflicts while concurrently ensuring that parties' intentions with respect to critical clauses do not get lost amidst other considerations.

In the Supreme Court case *Kabab-Ji-SAL v Kout Food Group* [2021] UKSC 48 dealt with the issue of law that should be followed when deciding an arbitration agreement at enforcement time. The Court focused on how Article V(1)(a) of the New York Convention should actually be applied as implemented under the Arbitration Act 1996. This explains the essential guiding principles of the New York Convention on whether arbitration is subject to UK law. The Supreme Court acknowledged that it was imperative that contracting states should uniformly apply the New York Convention. However, there was refreshingly little agreement among national courts and authors about how to interpret it. In the end, the Court had to return to the original rules laid down in its previous cases. For example in *Enka v Chubb* it pointed out once again that under English law, and absent very special reasons to the contrary; the law governing main contract would usually also govern arbitration agreement itself. Moreover, this is true regardless of where one is as far along in

tracking down an arbitrator -nth (hearing, deliberation by panel etcetera)- and in international commerce all too often nowadays disputes tend not even to be settled until some months or even years later (in practice as well as normatively).

In *Halliburton Company v Chubb Bermuda Insurance Ltd* [2020] UKSC 48, the Supreme Court of the United Kingdom considered several notable questions: whether arbitrators have a duty under section 33 of the Arbitration Act 1996 (judicially referred to as the ‘33 duty’), which requires disclosure to be made on an ongoing basis of any facts that might give rise in some objective third part to justifiable doubts as to impartiality or bias (other than where agreed otherwise between the parties);; and how expansive and practical this now collective duty of arbitration is in practice. Further, the whole of the duty under such actions lies on arbitrators or at least primarily so. It was in recognition that an arbitrator making 10 appointments in different arbitrations at one time might potentially create an appearance of bias that much comment has been generated. Nonetheless most recent decisions all pointed in the direction of recognition: what concerns is whether such appointments create bias can depend on customary practices in arbitration and facts of each case. At the same time, the judgments clarified that an arbitrator who has an actual conflict of interests should, within reason and equitably, also have respect for his or her private and (only) confidential obligations to the parties. Consent as to disclosure can only be given by both affected parties; in case consent cannot be obtained, then the next step for an arbitrator is simply not to take any more such appointments.

For arbitrators to be removed on grounds of bias, the test, as they cited, is simply whether an average and informed observer would readily view a real possibility that there was bias. This is objective rather than subjective because it depends on factors external to the particular arbitrator. It definitely has very high requisite standard compared with the one for disclosure, they feel, and is therefore critical to maintaining the forthrightness in operation of arbitration systems.

Finally, the judgment pointed out that failure to disclose conflicts of interest can have seriously bad consequences. An arbitrator who breaches this duty may be liable for costs even if a follow-up request regarding removal based on bias fails. In this case, as We Say throughout This Volume, there is advantage in backing both policy concerns against ill views of arbitration and commercial realities today. By the Supreme Court's guidance on arbitrators' disclosure duties and the standard for assessing bias, we can conclude that the decision stresses both the fairness of the arbitration process and its transparency. This clarity is vital for keeping English-seated arbitrations on the right track and ensuring that parties to disputes can rely on an impartial decision. Here, however, publication of the Sources will not immediately solve every issue from ongoing judicial developments and the intricacies of practice.

The ruling in *AT and others v Oil and Gas Authority* [2021] EWHC 1470 (Comm) is just one example of the careful scrutiny applied by the UK courts in order to determine whether or not an arbitration agreement is applicable under the Act of 1996 on Arbitration. The case makes clear that the jurisdiction of the Court to grant interim relief, under section 44(3), is the hinge on which this issue hinges. The question is whether dispute falls within scope of arbitration agreement or not. Here, the Court's reading of Clause 43 highlights the exclusionary proviso, which means that it is not a matter for arbitration (i.e., that the problem don't come within scope). Yet because of the urgency and likely result for plaintiffs themselves, the court invoked its jurisdiction in an action akin to judicial review, sating all wickedness with a temporary injunction pending further judicial pronouncements: out of sight but not forgotten. This decision embodies the subtle ways in which courts manage both arbitration principles and the need for effective judicial protection, thus setting a clear framework with general procedural fairness suitable to disputes governed by complex regulatory frameworks.

## Implications of ADR on Access to Justice in Pakistan and the UK

If people in Pakistan use ADR first, it might be easier for them to go to court. For poor people or people who live in the country, regular courts might be scary or hard to use. With ADR, people can settle their disagreements more quickly, for less money, and in a way that fits their culture better. A lot of the time, the courts are too busy to settle cases quickly. On the other hand, mediation and arbitration can help cases end faster. Justice and human rights are important to people who don't believe in Jirgas and Panchayats (Shaikh and Shaikh, 2020). ADR should help UK citizens get the money they're owed. It does this by giving people faster, cheaper, and more open ways to settle their issues than going to court. Hodges et al. (2020) say that mediation and arbitration are the best ways to settle business, family, and law issues because both sides have more control over the process and the outcome. ADR is now used in court. Rules and groups of experts make this possible. Genn (2018) says it's even more important to be strict about work and behaviour.

## Conclusion

Pakistan and the UK are a world apart in so many ways. The first way would be to compare their regulations, the practice of ingrained customs for each region and government endorsement in respect of ADR efficiency. The Civil Procedure Rules and the Arbitration Act 1996 are both powerful instruments that help ensure justice continues to be served in this country. The situation is improving though as courts in Pakistan are becoming better. This is evident from the Arbitration Act of 1940 and recent attempts to facilitate ADR within courts should also tackle issues surrounding people and culture. However, ADR is increasingly being used to resolve disputes in Britain. A lot of the most important groups in the UK back ADR. The Chartered Institute of Arbitrators (CIArb) is a well-known and trustworthy group in this field. One more is the Centre for Effective Dispute Resolution (CEDR). Nepal is building ADR offices, but they need more money to make them better and hire more people to work there. Both have problems, like how people see them and the rules. Also, more people need to be open to ADR. Both times, ADR has been shown to cut down on wait times and speed up the process. This means it can be used to help people get what's right.

Check out how other things work if you want ADR to grow and get better. Policymakers and practitioners can look at what other countries have done well and what they have done badly to get new ideas and find the best ways to do things. Since it added alternative dispute resolution (ADR) to its courts, Britain has learned a lot. Egypt can do the same thing. This is important to keep in mind when you make rules, help groups, or help people get better. Sometimes, like in Pakistan, people settle their differences in ways that have been around for a long time. By adding cultural practices to official ADR methods, this shows that they can be made better. They can work together better if they share what they know and have done across lines. Because of this, there may be laws and rules about ADR all over the world. If countries can work out their disagreements faster, it might be safer for them to do business and follow the rules with each other. It would be better, more useful, and fairer if they told each other what they knew about ADR. This is better for the people they live with. ADR can help both Pakistan and the UK in many ways, but only if each country works on its own problems and uses its skills to the fullest. More often than not, ADR will be used to settle disputes in Pakistan. The process needs more aid from systems and it requires timely adjustment. In this case, however, different tactics are required for it to work better. It needs more people to have heard of ADR, for instance. In Pakistan, ADR would work better and be more accessible if it took advantage of new methods and technology to settle disputes - like AI-driven websites with applications running over. More and better ADR services for everyone: in more places. Use ADR more in court too. If they are to keep up with the ADR market, the UK needs to continue ploughing money into government schools, new products, and education. They could both work to make their ADR procedures better in a thousand different ways. This would make it easier for everybody to resolve their disagreements or disputes and bring more harmony to people, more often. Learn from them and be open to ways of making ADR better.



## References

- Akram, M., & Alvi, A. S. (2022). Provincial Autonomy in Pakistan: With Respect to 18<sup>th</sup>
- Ali Aslam, Syeda Fakhar-e-Zahra, T. A. and S. N. K. (2023). The Perception Against Inexpensiveness of the Judicial System of Pakistan. *Pakistan Journal of Social Sciences*, 19(January 2022), 36–43. <https://doi.org/10.59218/makpjss.2022.36.43>
- AT and others v Oil and Gas Authority [2021] EWHC 1470
- Baig, K., Mushtaq, S. A., & uz Zaman, W. (2024). Arbitration Agreement as a Pillar of Recognition and Enforcement of Foreign Commercial Arbitral Awards: An Exploratory Study of Pakistan and the UK. *Journal of Law Social Studies (JLSS)*, 6(1), 17-27.
- Bano, S. (2007). Islamic family arbitration, justice and human rights in Britain. *Law, Social Justice & Global Development*, 1(11).
- Blackham, A. (2016). Judges and retirement ages. *Melbourne University Law Review*, 39(3), 738–792.
- California. *Journal of Development and Social Sciences (JDSS)* January- March, 2024 Volume 5, Issue 1 436
- Civil Petitions No. 3059 & 3060 of 2021, 'Injum Aqeel V. Latif Muhammad Chaudhry Constitutional Amendment. 10(4), 137–147.
- Dhivya, U. (2024). Pivotal Significance of Alternative Dispute Resolution Within the Realm of Financial Institutions. *Journal of Law and Legal Research Development*, 01-12.
- Dock Labour Board Vs Messrs Quality Builders Ltd PLD 2016 SC 121
- Enka Insaat Ve Sanayi AS v OOO Insurance Company Chubb [2020] UKSC 38
- Faizan, K., Tahir, M., & Jummani, A. (2024). Navigating Disputes: An In-Depth Analysis of Alternative Dispute Resolution within the Framework of Arbitration Law. *Journal of Development and Social Sciences*, 5(1), 429-436.
- Gamage, A. N. K. K., & Kumar, S. (2024). Review of Alternative Dispute Resolution Methods in Construction Projects. *Saudi Journal of Engineering and Technology*, 9(2), 75-87.
- Goodpaster, G. (1992). Lawsuits as negotiations. *Negotiation Journal*, 8, 221.
- Halliburton Company v Chubb Bermuda Insurance Ltd [2020] UKSC 48
- Hamaish Khan, U. A. & S. I. (2022). Comparative Analysis of Alternative Dispute Resolution Laws in Pakistan: its Adaptation, Procedure and Compatibility. *Annals of Human and Social Sciences*, 3(III), 21–26. [https://doi.org/10.35484/ahss.2022\(3-iii\)03](https://doi.org/10.35484/ahss.2022(3-iii)03)
- Hussain, F. (2011). The judicial system of Pakistan. Supreme Court of Pakistan.
- Iftekhar, R. (2017). Critical Analysis of Mediation Law of Islamabad (Alternative Dispute
- Irum Ahsan. (2008). Panchayats and jirgas (lok adalats): Alternative dispute resolution
- Jain, S. (2020). Arbitration in USA and UK: A Comparative Study. *Available at SSRN 3901913*.
- Jurgees, S. M. R., Suleman, S., & Shahid, A. (2024). The Role of Alternative Dispute Resolution (ADR) in Pakistan's Legal System. *Qlantic Journal of Social Sciences and Humanities*, 5(1), 194-202.
- Kabab-Ji-SAL v Kout Food Group [2021] UKSC 48
- Khan, A., & Mumtaz, M. (2020). Justice Delayed Is Justice Denied: Access to Speedy Justice and Alternative Dispute Resolution System in Pakistan. *JL & Soc. Pol'y*, 80.
- Khan, F., Nisar, M., & Zaid, R. (2022). Dispute Resolution Council (Drc) As a Flexible System of Conflict Resolution: Evidence From Pakistan. *Pakistan Journal of Social Research*, 04(02), 138–145. <https://doi.org/10.52567/pjsr.v4i2.461>
- Khualaili, R. M., Amini, T., Kalijunjung, K., Pitriani, P., & Lubis, A. F. (2024). Evaluation of the Effectiveness of Mediation as an Alternative for Civil Dispute Resolution: Quantitative Research in District Courts. *Rechtsnormen Journal of Law*, 2(2), 166-176.
- Kirby, J. (2017). The Powers and Duties of an Arbitrator. 193–19.
- M. Junaid Ghaffar, J., & Agha Faisal, J. (2021). Ansari Sugar Mills Ltd. V. FoP through Secretary Revenue (PTD (KHI), p. 1568). [www.pakistanlawsite.com](http://www.pakistanlawsite.com)
- Merchant, N. (2006). Commercial Dispute Resolution. International Judicial Conference.

- Mohsin Akhter Kayani, J. (2023). Miss Memoona Zainab Kazmi V. ADJ (MCAC) Islamabad West: Vol. CLC Islama (p. 207). [www.pakistanlawsite.com](http://www.pakistanlawsite.com)
- Muhammad, A. S. I. and S. (2009). Alternate Dispute Resolution and its Scope in Pakistan. QL Cian. Pakistan.
- Nisar, J. M. S. (2006). International Arbitration In The Context Of Globalization: A Pakistani Perspective. International Judicial Conference.
- Pablo, J. (2024). Effectiveness of Mediation and Arbitration as Alternative Dispute Resolution Methods in Mexico. *Journal of Conflict Management*, 4(1), 38-50.
- Resolution Act , 2017 ). Islamabad Law Review, 6(1), 40–56.
- Shahzad, K., & Ali, A. (2023). Access to justice : a critical analysis of khyber pakhtunkhwa alternate dispute resolution act 2020. *Pakistan journal of social research*, 5(2), 1288–1295.
- Stone, K. V. (2004). Alternative Dispute Resolution. Encyclopedia of Legal History. In Los Angeles School of Law Public Law & Legal Theory Research Paper Series.
- Tracy S. Work. (1997). India Satisfies Its Jones for Arbitration: New Arbitration Law in India. *Transnat'l Law*, 10(217).
- Umer Bhatti, M., & Shahid Rizwan, M. (2023a). Alternative Dispute Resolution In Criminal Justice System: A Case Study Of The Punjab Adr Act 2019. In *Pakistan Journal of Social Research* (Vol. 5, Issue 1).
- van den Berg, A. J. (2008). The New York Convention of 1958: an overview. Enforcement of Arbitration Agreements and International Arbitral Awards: The New York Convention Practice, 3, 39.
- Yousuf Ali Syed, J., & Adnan Iqbal Ch., J. (2023). Astro Plastic Pvt. Ltd. V. Ministry of Finance, GOP: Vol. PTD (KHI) (p. 847). [www.pakistanlawsite.com](http://www.pakistanlawsite.com). [www.pakistanlawsite.com](http://www.pakistanlawsite.com)