

CASE STUDY • LEGAL • DISPUTES • SUPPLY AGREEMENT • ARBITRATION

A CLIENT ASKS: SETTLE OR FIGHT.

Do you **settle**, **defend**, **mediate** — or **counterclaim**? Document review runs overnight. Research answers in plain language. The dashboards show WIP and realisation to the rupee. And the client who called three weeks ago asking whether to settle or fight is still waiting on your memo — because the quantum, the fee run and the precedent are sitting in **three separate files**. This is how that recommendation gets built today, and how it gets built overnight with Decisome.

01 • THE SITUATION

SETTLE OR FIGHT? THE ANSWER TAKES THREE WEEKS — AND STILL HEDGES.

A

Settle

B

Defend

C

Mediate

D

Counterclaim

01 • THE PROBLEM

MANUFACTURING CLIENT • MATTER D-2291 • STATUS OPEN

Document review runs overnight. Research answers in plain language. And the recommendation still takes **three weeks.**

A manufacturing client terminates a long-running supply agreement. The counterparty serves notice invoking arbitration and claims damages for wrongful termination. The client calls the disputes partner on Monday. The matter opens as **D-2291**, and the only question that matters is already on the partner's desk: **settle or fight — and what does each one cost?**

THE FACTS ON THE DESK

CLIENT

Manufacturing

 Supply agreement,
terminated

MATTER

D-2291

 Arbitration ·
wrongful
termination

EXPOSURE

₹3.1 Cr if lost

 ₹1.6 Cr fee run
to defend

WINDOW

**Closes in 11
days**

 Answer owed
this week

OWNER

**Disputes
partner**

Status: open

FOUR WAYS FORWARD ON D-2291 — AND THE CLIENT IS PAYING YOU TO PRICE THEM.

A

Settle

Negotiate a number now, before they file. Certain, quiet, and cheapest in fees — but every other counterparty is watching what your client pays.

Does it set a price for the next claim?

B

Defend

Contest the claim through arbitration. The claim may not survive — but a fee run over three years can exceed what's being claimed.

What does winning actually cost?

C

Mediate

Use the tiered dispute clause and go to structured settlement talks. Faster, cheaper, and the commercial relationship survives.

Does proposing it read as weakness?

D

Counterclaim

The client has unpaid invoices and a quality-default position of its own. Raised, it changes the arithmetic entirely.

Does the evidence hold, and is the window open?

IN PRACTICE

On paper, four clean paths. In practice you can't price them this week — because the contract set, the correspondence, the quantum and the fee model are in four different places, and **nobody** has put a number on any of them yet.

03 • AS-IS PROCESS

HOW IT GETS BUILT TODAY: THREE WEEKS, TWO ASSOCIATES, ONE HEDGED MEMO.

DECISION: MATTER D-2291		OWNER: DISPUTES PARTNER	STATUS: OPEN
Day 0 INSTRUCTION	The client calls, the partner takes the brief, the matter is opened. The recommendation is now owed – but nobody owns the number yet.		
Week 1 ASSEMBLE	Two associates pull the agreement and its four amendments and reconstruct three years of correspondence. A third checks the limitation position and whether the arbitration clause bites at all.		
Week 2 RECONCILE	Quantum goes into a spreadsheet. A fee estimate is built off a staffing guess. Comparable outcomes are hunted from whoever has been at the firm longest. Three workstreams, three files, no single agreed number.		
Week 3 HEDGED	The partner reviews late and the memo goes out qualified on every path. The client reads it and still cannot decide. The mandate's whole value was the recommendation – and it arrived hedged.		

WHAT THOSE THREE WEEKS COST THE FIRM

~3 WEEKS TO A RECOMMENDATION THE CLIENT CAN ACT ON	~200 ASSOCIATE HOURS, INCREASINGLY HARD TO BILL	1 MEMO, QUALIFIED ON EVERY PATH	 MANDATES LOST TO WHOEVER ANSWERED FIRST
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THE ANALYSIS IS BUILT OVERNIGHT. THE PARTNER FORMS THE VIEW BEFORE LUNCH.

Same matter, D-2291. Watch it run through the practice now – the three weeks collapse, because the three separate manual jobs become one automatic one.

Day 0

IT WATCHES

Picks the matter up at instruction

The brief lands and the system is already reading the engagement record, the client's contract set, the correspondence and your own closed matters – so D-2291 is live the moment it opens, instead of waiting for an associate to come free.

Hours later

IT THINKS AHEAD

Gives the recommendation an owner and a clock

It logs the recommendation as owed, runs the limitation and notice positions, and starts the counterclaim window counting – so the call has an owner and a deadline from hour one, instead of drifting until someone asks.

Overnight

IT SIMULATES

Does the three jobs as one

The real difference: instead of quantum, fees and precedent sitting in three separate files, it pulls all three together by morning – exposure, fee run, and what your firm has actually recovered on matters of this shape – and plays the four options forward on one agreed set of numbers.

Next morning

YOU ADVISE

One screen, four costed paths

The partner opens one view, sees all four options costed on the same basis, and forms the view that morning – not in week three. The system did the assembly. **The legal judgement is still the partner's, and the decision is still the client's.**

THE FOUR OPTIONS, COSTED ON ONE SCREEN.

DECISOME • DECISION CONSOLE

● ANALYSIS READY

Matter D-2291

SUPPLY AGREEMENT • ARBITRATION

✓ RECONCILED • ONE SOURCE OF TRUTH

OPTION A

Settle

CLIENT CASH OUT

₹2.4Cr

FEES TO CLOSE

₹18L

TIME

4 weeks

OPTION B

Defend

FEE RUN, 3 YRS

₹1.6Cr

EXPOSURE IF LOST

₹3.1Cr

TIME

30–36 months

OPTION C

Mediate

LIKELY LANDING

₹1.4Cr

FEES TO CLOSE

₹32L

TIME

8 weeks

OPTION D

● FLAGGED

Counterclaim

RECOVERABLE

₹1.9Cr

EVIDENCE

pack ready

WINDOW

closes in 11 days

All four costed on the same basis, from their documents and your matters. The system built the analysis — the partner forms the view.

SEND TO PARTNER REVIEW

Illustrative mockup of the analysis screen — sample figures, not a live system or a real matter. The screen never forms a legal view; it assembles what the documents, the ledger and your own closed matters already say.

COUNTERCLAIM — WINDOW OPEN.

The four paths were weighed against the judgment your best people already carry, written down. The recommendation shows its work, line by line.

RULES & JUDGMENT • WRITTEN DOWN 4 APPLIED		DECISOME • RECOMMENDATION CONFIDENCE 82	
R1	Settle only if it doesn't set a price for the next claim — every other counterparty is watching what your client pays.	01	Counterclaim: ₹1.9 Cr recoverable on the unpaid invoices and the quality default.
R2	Defend only when winning costs less than the claim — a fee run over three years can exceed what's being claimed.	02	Evidence holds — agreement, amendments, correspondence, QC records, privilege-tagged .
R3	Mediate under the tiered dispute clause where the commercial relationship is worth preserving — and proposing it doesn't read as weakness.	03	Statement of counterclaim, quantum and fee estimate drafted overnight .
R4	Counterclaim only if the evidence holds and the window is open.	04	Queued for the partner to settle and the client to instruct — window closes in 11 days .
		Challenge any line — it shows its work.	FLAGGED — COUNTERCLAIM, WINDOW OPEN

This is judgment your best people already carry. Written into the decision, it works on every matter — not just the ones they happen to see.

TAKE A PATH — THE WHOLE WORKSTREAM IS ALREADY STAGED.

DECISOME • DECISION CONSOLE

PATH: COUNTERCLAIM

D-2291 • Counterclaim package

ASSEMBLED THE MOMENT THE PARTNER CHOSE

✓ 5 OF 5 ITEMS READY

✓ **Statement of counterclaim**

Drafted against the arbitration clause, dated, pleading the unpaid invoices and the quality default.

DRAFTED

✓ **Quantum computation**

Priced from the client's ledger, broken down line by line, ready to annex.

PRICED

✓ **Evidence pack**

The agreement and its four amendments, the correspondence thread, delivery and QC records — pulled, indexed and privilege-tagged.

COMPILED

✓ **Fee estimate & scope**

Built from your own closed matters of this shape, not a staffing guess — ready to put in front of the client.

DRAFTED

! **Routing & window**

Queued for the partner to settle and the client to instruct — counterclaim window closes in 11 days, flagged.

AWAITING YOU

Nothing has been served. The whole workstream is staged and waiting on the partner's review.

REVIEW & SETTLE

ILLUSTRATIVE MOCKUP

Taking a path stages the workstream behind it and holds it ready; a partner still settles it and the client still instructs.

SAME MATTER, D-2291 — TWO VERY DIFFERENT PRACTICES.

	AS-IS MANUAL • TODAY	ASSISTED WITH DECISOME
TIME TO A RECOMMENDATION	~3 weeks, and it still hedges	By the next morning
BASIS FOR THE ADVICE	Three rival files, no agreed number	One agreed set of numbers
OPTIONS PRICED	One path worked by hand — no time to cost the rest	All four, played forward
ASSOCIATE EFFORT	Hundreds of hours on assembly	Redirected to matters you can't currently staff
PRECEDENT USED	Whoever has been here longest remembers	Every matter the firm has closed
EVIDENCE	Scrambled together at the end, if at all	Pre-assembled, indexed, privilege-tagged
ONCE THE CLIENT INSTRUCTS	Workstream built by hand, later	Staged, routed, ready to serve
FIRM KNOWLEDGE	Lives with the partner; leaves with them	Captured in your knowledge base
WORK WON	Mandates lost to whoever answered first	Turnaround becomes a reason you're picked
WHO ADVISES	A partner — late, on partial facts	A partner — on time, fully informed

THE DECISION LEAVES THE ROOM.

DECISION: MATTER D-2291		PATH: COUNTERCLAIM	STATUS: ADVISED
Day 1 DISPUTES PARTNER	Drops the quantum to ₹1.6 Cr — the client is writing off the March consignment; annexures re-linked, statement of counterclaim updated, fee estimate unchanged.		
Day 1 DISPUTES PARTNER	Adds the QC inspection report to the evidence pack; the pack and the fee estimate go to the client.		
Day 2 CLIENT	Instructs. D-2291 advised as a counterclaim, inside the window.		
Next CAPTURED	Saved to the firm knowledge base — what was advised, and why. Learned: supply agreement terminated; client's own default position strong, window open — counterclaimed for ₹1.6 Cr.		

D-2291 Counterclaim Supply agreement terminated; client's own default position strong, window open — counterclaimed for ₹1.6Cr.	D-2287 Mediate Services dispute under a tiered clause; relationship worth preserving — settled at mediation in seven weeks.	D-2274 Defend Quantum inflated and entitlement weak; contested, and costs recovered on the award.
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Every matter you close teaches the system. The next dispute starts from what your firm already knows — not from whoever happens to remember.

IS THIS YOUR DECISION — OR CLOSE TO IT?

[BRING US A DECISION](#)

One decision is enough. Tell us the one that recurs, matters, and is harder than it should be.