



ABJA ADVISORY LLP

Website Policies

Disclaimer · Terms of Use · Privacy Policy

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This document contains the policies governing the website at www.abjaadvisory.in (the “**Website**”). It is published in three parts, which are to be read together and which together constitute a single set of terms between *Abja Advisory LLP* (the “**Firm**”) and every person accessing the Website. Clause references are continuous across all three parts.

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PART I
DISCLAIMER

This Part sets out the terms on which the material published at www.abjaadvisory.in is made available. It supplements, and does not replace, the acknowledgement you gave on first accessing the Website, and should be read with the Terms of Use at Part II and the Privacy Policy at Part III. By continuing to use the Website you are taken to have read and accepted this document in full.

1. Statement under the Bar Council of India Rules

- 1.1 The Bar Council of India does not permit advertisement or solicitation by advocates in any form or manner. *Abja Advisory LLP* (the “**Firm**”) publishes this Website in accordance with Rule 36, Chapter II, Part VI of the Bar Council of India Rules, framed under Section 49(1)(c) of the Advocates Act, 1961, as a source of general information about the Firm, its qualifications and its areas of practice.
- 1.2 Nothing on this Website is intended to be, and nothing on it should be construed as, an advertisement, solicitation, invitation, inducement, personal communication, canvassing, touting or any other form of approach by the Firm or by any of its partners, associates or employees, whether directly or indirectly, to any person to seek or engage legal services.
- 1.3 The Website is not directed at any particular person, class of persons, industry or matter, and no material on it is published with a view to obtaining instructions in any matter, pending or prospective.
- 1.4 You are accessing this Website voluntarily, of your own accord and at your own initiative, for the purpose of obtaining information for your own use. No part of this Website has been brought to your attention by the Firm by way of solicitation.

2. Purpose and nature of the material

- 2.1 The material on this Website is published for general information only. It is not, and must not be treated as, legal advice, a legal opinion, a recommendation, or a statement of the law applicable to any particular set of facts.
- 2.2 Material on this Website speaks as at the date of its publication and may have been overtaken by legislative amendment, judicial decision, regulatory direction or administrative practice. The Firm gives no undertaking to review, update, correct or withdraw any material, and the continued presence of material on the Website is not a representation that it remains accurate.
- 2.3 No person should act, or refrain from acting, on the basis of any material on this Website without first obtaining professional advice addressed to their own circumstances. The Firm accepts no responsibility for any loss occasioned to any person acting or refraining from acting in reliance on anything published here.

3. No advocate–client relationship

- 3.1 Accessing this Website, reading its contents, submitting an enquiry through it, or corresponding with the Firm or any of its personnel by email, telephone or any other means, does not create an advocate–client relationship.
- 3.2 The Firm is engaged only where it has confirmed the engagement in writing, following completion of its internal conflict-of-interest checks, client acceptance procedures and, where applicable, know-your-client requirements, and where an engagement letter recording the scope of work has been issued. Until all of that has occurred, no retainer exists and no duty of care arises.
- 3.3 The Firm may already act, or may in future act, for a person whose interests are adverse to yours. Nothing on this Website should be understood as a commitment to accept instructions, and the Firm reserves the right to decline any instruction without giving reasons.

4. Unsolicited communications

- 4.1 Please do not send the Firm confidential, privileged or sensitive information through this Website, or by unsolicited email, before an engagement has been confirmed in writing.
- 4.2 Information transmitted to the Firm before an engagement is confirmed will not be treated as confidential or privileged, will not preclude the Firm from acting for any other person in the same or a related matter, and may be retained by the Firm in its conflict records. The Firm accepts no obligation of confidentiality in respect of such information and no responsibility for its interception, loss or misdirection in transit.

5. Areas of practice, sectors and descriptions of the Firm’s work

- 5.1 The descriptions of practice areas, disciplines and sectors on this Website are published as a factual statement of the fields in which the Firm practises, as contemplated by the Schedule to Rule 36. They are descriptive only.
- 5.2 Those descriptions are **not**:
 - (a) a claim of certification, accreditation, recognition or formal specialisation in any field, no such certification being conferred by the Bar Council of India or by any other authority;
 - (b) a comparative claim, or a claim of superiority, seniority, pre-eminence or ranking relative to any other advocate, firm or legal services provider;
 - (c) a representation that the Firm has acted, or is presently acting, in any particular matter, for any particular client, or in any particular transaction; or
 - (d) a guarantee, warranty, assurance or prediction as to the outcome of any matter, the availability of any relief, the grant of any licence, approval or registration, or the position any authority, counterparty or court may take.

- 5.3 Where this Website describes the kinds of work undertaken within a practice area or sector, those descriptions are generic and illustrative of the Firm's fields of practice. They are not descriptions of, and must not be read as references to, any actual engagement, client or matter.
- 5.4 Every matter turns on its own facts. Prior outcomes, where any are referable at all, do not guarantee or indicate a similar result in any other matter.

6. Client confidentiality

- 6.1 The Firm's obligations of confidentiality and professional privilege arise under the Advocates Act, 1961, the Bar Council of India Rules and the law of evidence, and are more extensive than any obligation described in the Privacy Policy.
- 6.2 Accordingly, this Website does not name any client of the Firm, display any client's name, mark or logo, describe any engagement, publish any testimonial, endorsement, review, rating or reference, or refer to any matter in which the Firm is or has been engaged. The absence of such material is deliberate. No inference of any kind should be drawn, from any part of this Website, as to the identity of any person who is or has been a client of the Firm.

7. Photographs, images and persons depicted

- 7.1 Photographs and images appear on this Website for identification and general illustrative purposes only.
- 7.2 Where a photograph depicts a partner of the Firm together with any other person, that photograph is personal in nature and is published for that reason alone. In particular, and for the avoidance of any doubt:
- (a) no person appearing in any photograph on this Website, other than a partner or member of the Firm, is thereby represented to be a client of the Firm, and no such representation should be inferred;
 - (b) no person appearing in any photograph endorses, recommends, sponsors, promotes or is associated with the Firm or its services, and no photograph is published as, or intended to constitute, an endorsement, testimonial, promotion or advertisement of any kind;
 - (c) no photograph on this Website is published in connection with any case, matter, brief, proceeding or transaction in which the Firm or any of its partners has been engaged or concerned, and none should be read as indicating any professional association with any person, organisation, cause or matter;
 - (d) the appearance of any person in a photograph does not indicate any professional, commercial, political or other affiliation between that person and the Firm; and

- (e) no photograph is published for the purpose of soliciting work, attracting instructions or influencing any person's choice of legal representation.
- 7.3 Photographs are published with the consent of the persons depicted, where such consent is required, and under licence from the owner of the copyright in the image, where applicable. Any person who considers that an image has been published without appropriate authority, or who wishes an image in which they appear to be withdrawn, may write to the Firm at abishek@abjaadvisory.com, and the Firm will remove the image promptly on verification and without requiring the requester to establish any legal entitlement.
- 7.4 No photograph, image or design element on this Website may be copied, reproduced, downloaded, cropped, republished or used by any person for any purpose.

8. Third-party names, marks and references

- 8.1 Any name, trade mark, logo, statute, judgment, regulator, institution or third party referred to on this Website is referred to for identification, descriptive or informational purposes only. All such marks remain the property of their respective owners. No affiliation, association, sponsorship, endorsement or approval is claimed or should be inferred.
- 8.2 This Website may contain links to external sites. Such links are provided for convenience only. The Firm does not control, endorse, verify or accept responsibility for the content, accuracy, availability, security or practices of any external site, and the presence of a link is not a recommendation of the site or of any person connected with it.

9. Commentary, articles and other publications

- 9.1 Any article, note, update, commentary, presentation or recorded material published on or through this Website is published as general legal commentary in the public interest and for educational purposes. It is not legal advice, is not addressed to any person, and is not published with a view to obtaining instructions.
- 9.2 Such material does not refer to, and must not be read as referring to, any matter in which the Firm or any of its partners is or has been engaged, and no view expressed in it should be attributed to any client of the Firm.
- 9.3 Views expressed in any such material are those of the individual author at the date of publication, are not a statement of the Firm's position, and may not represent the view the author would take on different facts or in a professional engagement.
- 9.4 Where the Firm's material is republished, syndicated, quoted, summarised, indexed, ranked or listed by any third party, whether with or without permission, the Firm does not control that republication, is not responsible for its accuracy or presentation, and does not participate in or endorse any ranking, rating, directory listing or recommendation of legal services by any third party.

10. Jurisdiction and scope of qualification

- 10.1 The partners of the Firm are enrolled as advocates in India and are qualified to advise on Indian law only. The Firm is not authorised or regulated by the Solicitors Regulation Authority, by any bar or law society outside India, or by any other foreign regulator, and it does not hold itself out as qualified to advise on the law of any jurisdiction other than India.
- 10.2 Where a matter requires advice on foreign law, the Firm works alongside counsel qualified in the relevant jurisdiction. Nothing on this Website constitutes advice on the law of any jurisdiction other than India.
- 10.3 This Website is published from and directed at persons in India. It is not directed at any person in any jurisdiction where its publication or availability would be contrary to law or would require any registration, licence or authorisation that the Firm does not hold. Persons accessing the Website from outside India do so on their own initiative and are responsible for compliance with local law.
- 10.4 This Website may be considered attorney advertising in certain jurisdictions outside India. Prior results do not guarantee a similar outcome.

11. Use of technology

- 11.1 The Firm uses software tools, including artificial intelligence systems, in the conduct of its practice. All work product is settled by a qualified advocate, who retains professional responsibility for it. Nothing on this Website is or should be treated as advice generated without professional supervision.
- 11.2 The Firm does not offer, and this Website does not provide, any automated legal advice, document generation service, self-service tool or chat-based advisory facility. Any response received through the Website is a human communication and remains subject to clause 3.
- 11.3 The Firm expressly reserves all rights in the contents of this Website against extraction, scraping, text and data mining, and any use for the training, fine-tuning, evaluation or grounding of machine learning systems. No such use is permitted without the Firm's prior written consent.

12. Intellectual property

- 12.1 All content on this Website, including text, structure, design, layout, photographs, graphics, the Firm's name and logo, and any underlying code, is the property of the Firm or is used under licence, and is protected under the Copyright Act, 1957, the Trade Marks Act, 1999 and other applicable law.
- 12.2 You may view this Website and print or download extracts for your own personal, non-commercial reference. No other use is permitted. In particular, no part of this Website may be reproduced, republished, transmitted, adapted, framed, mirrored,

incorporated into any other work or used for any commercial purpose without the Firm's prior written consent.

13. Limitation of liability

- 13.1 The Website and its contents are made available on an "as is" and "as available" basis. To the fullest extent permitted by law, the Firm excludes all warranties, conditions and representations, express or implied, as to the accuracy, completeness, currency, reliability, availability or fitness for purpose of the Website or anything published on it.
- 13.2 To the fullest extent permitted by law, neither the Firm, nor its partners, associates or employees, shall be liable for any loss or damage of any kind – including direct, indirect, incidental, consequential or economic loss, loss of profit, loss of opportunity, or loss arising from business interruption, computer virus, unauthorised access or technical failure – arising out of or in connection with access to, use of, or inability to use this Website, or reliance on anything published on it.
- 13.3 Nothing in this clause excludes or limits any liability that cannot lawfully be excluded or limited, including any liability arising under the Advocates Act, 1961 or the Bar Council of India Rules.

14. Personal data

- 14.1 Personal data submitted through or collected by this Website is processed in accordance with the Privacy Policy at Part III, which sets out the purposes of processing, the basis on which it is undertaken, retention periods, your rights as a data principal and the route for grievance redressal. The Privacy Policy does not displace the Firm's obligations of professional confidentiality, which are stricter.

15. General

- 15.1 **Amendment.** The Firm may amend this document at any time without notice. The version in force is the version published on the Website. Continued use of the Website constitutes acceptance of the version then in force.
- 15.2 **Severability.** If any provision of this document is held to be invalid or unenforceable, the remaining provisions continue in full force.
- 15.3 **No waiver.** No failure or delay by the Firm in enforcing any provision operates as a waiver of it.
- 15.4 **Governing law and jurisdiction.** This document, and any dispute arising out of or in connection with this Website, is governed by the laws of India, and the courts at Mumbai have exclusive jurisdiction.
- 15.5 **Queries and grievances.** Any query, objection, complaint or takedown request concerning this Website, including in respect of any image, may be addressed to

Abishek Ganesan, Partner, at abishek@abjaadvisory.com. The Firm will acknowledge within five (5) working days.

PART II

TERMS OF USE

This Part governs your access to and use of the Website. It is to be read with the Disclaimer at Part I and the Privacy Policy at Part III.

16. Scope and acceptance

- 16.1 By accessing or using the Website you accept these Terms of Use and the whole of this document. If you do not accept them, please do not use the Website.
- 16.2 Clauses 8, 12, 13 and 15 apply to this Part as they apply to Part I.

17. Permitted use

- 17.1 Subject to clause 12, the Firm grants you a limited, revocable, non-exclusive and non-transferable right to access and view the Website, and to print or download extracts, for your own personal and non-commercial reference.
- 17.2 You may link to the home page of the Website provided that the link is fair and lawful, does not damage the Firm's reputation or take advantage of it, and does not suggest any association, approval or endorsement where none exists. The Website must not be framed within any other site. The Firm may withdraw permission to link at any time.

18. Prohibited use

- 18.1 You must not:
- (a) use the Website for any unlawful or fraudulent purpose, or in breach of any applicable law;
 - (b) scrape, crawl, harvest, index or systematically extract any part of the Website, other than by a conventional search engine operating in accordance with the Firm's published robots directives;
 - (c) use any content for text and data mining, or for the training, fine-tuning, evaluation or grounding of any machine learning system, contrary to clause 11.3;
 - (d) collect names, email addresses or other contact details from the Website for marketing, solicitation or any similar purpose;
 - (e) introduce any virus, worm, trojan or other malicious code, attempt to gain unauthorised access to the Website or its servers, or circumvent any security or access-control measure;
 - (f) take any action that imposes an unreasonable load on the Website or interferes with its ordinary operation or availability to others;

- (g) reproduce, adapt, decompile or reverse engineer any part of the Website, or use its content to create any product or service that competes with the Firm; or
 - (h) impersonate any person, or misrepresent any affiliation with the Firm or with any person depicted on or referred to on the Website.
- 18.2 The Firm may suspend or withdraw your access to the Website without notice for any breach of this clause, and may report any breach to the appropriate authorities and disclose your identity to them.

19. Enquiries and material you submit

- 19.1 Where you submit an enquiry or any other material through the Website, you warrant that the information you provide is accurate, that you are entitled to provide it, that it does not include the personal data of any third party without that person's authority, and that it is not defamatory, infringing, confidential to another person, or otherwise unlawful.
- 19.2 Material submitted through the Website is subject to clause 4 and is processed in accordance with Part III. The Firm is under no obligation to respond to any enquiry, to monitor submissions, or to give reasons for declining to respond.
- 19.3 You are responsible for your own means of accessing the Website and for the security of the device and network you use to do so.

20. Availability of the Website

- 20.1 The Website is made available free of charge. The Firm does not warrant that it will be available uninterrupted, secure or error-free, and may modify, suspend or withdraw the whole or any part of it, temporarily or permanently, without notice and without liability.

21. Indemnity

- 21.1 You agree to indemnify the Firm, and its partners, associates and employees, against any claim, demand, loss, liability, cost or expense arising out of your breach of this document, your misuse of the Website, or any unlawful act or omission by you in connection with it.

22. Third-party services

- 22.1 The Website may rely on third-party infrastructure, including hosting, content delivery, email and analytics services. The Firm is not liable for any act, omission, failure or security incident of any such provider, save to the extent liability cannot lawfully be excluded.

23. Entire terms

- 23.1 This document constitutes the entire terms on which the Website is made available to you, and supersedes any previous version. Nothing in it creates any partnership, agency, employment or joint venture between you and the Firm, and no third party has any right to enforce it.

PART III
PRIVACY POLICY

This Part explains how the Firm collects, uses, discloses and retains personal data in connection with the Website. It is issued in accordance with the Digital Personal Data Protection Act, 2023 and the rules made under it, and with the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

24. Who we are, and what this Part covers

- 24.1 Abja Advisory LLP is the data fiduciary in respect of personal data collected through the Website. Its registered office is at HD-213, 2nd Floor, Vaswani Chambers, Worli, Mumbai – 400 030.
- 24.2 This Part applies to visitors to the Website and to persons who make enquiries through it. It does not govern personal data or information received by the Firm in the course of a professional engagement, which is governed by the Firm’s obligations of confidentiality and privilege and by the applicable engagement letter. Clause 6 applies.

25. Personal data collected

- 25.1 The Firm collects:
- (a) information you provide directly – your name, organisation, email address, telephone number and the content of any enquiry or correspondence you send; and
 - (b) information collected automatically when you visit – your IP address, approximate location, browser and device type, the pages you view, the site that referred you, and the date and time of access, through server logs and, where you consent, analytics cookies.
- 25.2 The Firm does not ask for, and asks that you do not submit, sensitive personal data, financial information, or details of your legal matter through the Website. See clause 4.

26. Purposes of processing

- 26.1 Personal data is processed only to:
- (a) respond to your enquiry and correspond with you;
 - (b) carry out conflict-of-interest checks and client acceptance procedures;
 - (c) where an engagement follows, complete onboarding and any know-your-client requirements;

- (d) operate, secure, maintain and improve the Website;
 - (e) comply with applicable law and with the Firm's professional and record-keeping obligations; and
 - (f) establish, exercise or defend legal claims.
- 26.2 Personal data is not used for marketing, advertising, profiling or automated decision-making of any kind, and is never sold, rented, traded or made available to any person for their own marketing purposes.

27. Basis of processing and consent

- 27.1 Personal data you submit through an enquiry is processed on the basis of your consent, given when you submit it. Non-essential cookies are placed only with your consent, given through the cookie banner.
- 27.2 You may withdraw your consent at any time by writing to the Grievance Officer. Withdrawal does not affect the lawfulness of processing carried out before it, and may mean that the Firm is unable to respond to you.
- 27.3 Certain records must be retained notwithstanding withdrawal of consent, where retention is required by law or by the Firm's professional obligations, including conflict-check records.

28. Cookies

- 28.1 The Website uses essential cookies necessary for it to function, and may use analytics cookies to understand how it is used. Analytics cookies are not set unless you consent, and you may decline them without loss of access to any part of the Website. You may also block or delete cookies through your browser settings.

29. Disclosure

- 29.1 Personal data is disclosed only to: partners and personnel of the Firm on a need-to-know basis; service providers engaged to host the Website, deliver email or provide analytics, each under contractual obligations of confidentiality and security; the Firm's professional advisers; and any authority, court or regulator where disclosure is required by law.
- 29.2 Certain service providers may process data outside India. Where that occurs, the transfer is made in accordance with the Digital Personal Data Protection Act, 2023. The Website is presently hosted in India.

30. Retention

- 30.1 Enquiry correspondence that does not result in an engagement is retained for twelve (12) months and then erased, save for the minimum particulars required to maintain the Firm's conflict records, which are retained indefinitely for that purpose alone.

- 30.2 Where an engagement follows, the file is retained for the period required by the Firm's professional and statutory obligations, being not less than two (2) years from conclusion of the matter.
- 30.3 Server logs are retained for six (6) months.

31. Security

- 31.1 The Firm maintains reasonable security practices and procedures appropriate to the nature of the data it holds, including access controls, encryption of data in transit and restricted internal access. No transmission over the internet is entirely secure, and the Firm cannot guarantee the security of data transmitted to it.
- 31.2 In the event of a personal data breach, the Firm will notify the Data Protection Board of India and affected data principals as required by law.

32. Your rights

- 32.1 Subject to applicable law, you have the right to obtain a summary of the personal data the Firm holds about you and the processing undertaken; to have inaccurate or incomplete data corrected, completed or updated; to have your data erased where it is no longer required for the purpose for which it was collected and is not required to be retained by law; to nominate another person to exercise your rights in the event of death or incapacity; and to withdraw your consent.
- 32.2 To exercise any right, write to the Grievance Officer. The Firm may ask you to verify your identity before acting. The Firm will respond within three (3) working days.
- 32.3 If you are not satisfied with the Firm's response, you may complain to the Data Protection Board of India.

33. Children

- 33.1 The Website is not directed at children. The Firm does not knowingly collect personal data from any person under the age of eighteen, and will erase any such data on becoming aware of it.

34. Visitors outside India

- 34.1 Where the General Data Protection Regulation or the UK GDPR applies to a visitor, that visitor may have additional rights, including rights of access, portability, restriction and objection, and may exercise them by writing to the Grievance Officer. Clause 10.3 applies.

35. Grievance Officer

- 35.1 The Grievance Officer for the purposes of the Digital Personal Data Protection Act, 2023 and the Information Technology Act, 2000 is Abishek Ganesan, Partner,

contactable at abishek@abjaadvisory.com or by post at HD-213, 2nd Floor, Vaswani Chambers, Worli, Mumbai – 400 030. Complaints are acknowledged within five (5) working days.

36. Changes to this Part

- 36.1 Clause 15.1 applies. Any material change to this Part will be reflected in the version number and date below, and, where required by law, notified to affected data principals.

Abja Advisory LLP · a limited liability partnership registered under the Limited Liability Partnership Act, 2008 · LLPIN AAY-2566 · Registered office: HD-213, 2nd Floor, Vaswani Chambers, Worli, Mumbai – 400 030 · Registered with limited liability.

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