

IMPACT OF COVID 19 FROM LEGAL PERSPECTIVE

Prof. Neha Kothari*

*JES College of Commerce, Science &
I.T. & Ladhidevi Ramdhar Maheshwari
Night College of Commerce*

Dr. Pramila D'Souza**

*Mulund College of Commerce,
Adjunct Guide Shri JJT University*

Abstract:

The human race is facing a serious problem of fighting with an invisible enemy that is COVID 19 or corona virus. The virus has been originated from Wuhan, a city in China and spread in many countries throughout the world. The impact of corona virus is huge on domestic as well as international markets. The situation created by COVID 19 is often compared to the impact of 'World War III'. The researcher is not going into intricacies of the causes, symptoms, vaccines, cures and medical terminology of corona virus. In this paper, the researcher will cover the precautions to be taken before, during and after the person is infected with virus. The impact of the COVID 19 can be analyzed by many different perspectives such as social, economic, legal and business. Due to the vastness of the Indian legal system, it is difficult to cover all the laws. So researcher has covered the implications of COVID 19 on Contract Act, Companies Law, Labor Laws and human rights in general. The suggestions are in the form of amendments and passing of new laws. The measures taken by the Government to reduce the effects of COVID 19 for the betterment of the society are also covered at length. The lacunas in the existing laws are also pointed out with the hope for better future of our country.

Keywords:

Covid 19, Contract, Labor, Companies, Act, Human Rights, Law, Legal System, Corona, Force majeure, Merger

Introduction:

The world has witnessed several epidemics such as the Spanish Flu of 1918, outbreak of HIV/AIDS, SARS (Severe Acute Respiratory Syndrome), MERS (Middle East Respiratory Syndrome) and Ebola. In the past, India has dealt with diseases such as the small pox, plague and polio. All of these individually have been pretty severe episodes. However the Covid-19 which originated in China in December 2019 and over the next few months rapidly spread to almost all countries of the world can potentially turn out to be the biggest health crisis in our history. Many experts have already

called this a Black Swan event for the global economy. The COVID 19 is an infectious disease caused by a newly discovered corona virus. The COVID 19 virus spreads through droplets of saliva or discharge from the nose of an infected person. Most of the infected people experience the mild to moderate respiratory illness and they recover without requiring special treatment. But older people or people with low immunity system or underlying cardiovascular and respiratory diseases require special treatment for the same. India recorded the first case of the disease on January 30, 2020. Since then the cases have increased steadily and significantly. At the time of writing of this paper (May 15th, 2020) India has recorded the confirmed cases of 94,897 with 34,109 recovered and 2975 deaths United States (3,95,030), Spain (1,46,690), Italy (1,39,422), Germany (1,08,202), France (81,095), Iran (66,220) and the United Kingdom (60,737) among others. Globally there have been 1.5 million confirmed cases and close to 90,000 deaths (World Health Organization).

So it is necessary to take precautions as any time 'Precaution is better than cure'. There are certain measures suggested are social distancing, to cover our face with mask, to cover our face with elbow while sneezing, use sanitizers or soaps regularly, sanitize the premises and follow the hygiene conditions. The most important measure taken by the Government is lock-down which has been imposed in three phases since 24th March and extended till 31st May in certain States marked in Red Zone like Maharashtra, Gujarat and Tamil Nadu. While taking the precautionary measures there are serious implications on the basic human rights such as freedom of movement, right to life, right to livelihood, right to equality and many other restrictions. In this paper the researcher will elaborate the effects of the lock-down on commercial contracts, labor laws and company laws.

Objectives:

1. To evaluate the measures undertaken by the Government from the perspective of established laws.

2. To examine the effects of lock-down on the general people in the society.
3. To examine our policies and laws in parlance with International laws and guidelines given by WHO.

Hypothesis:

H0 is the null hypothesis that the lock-down will have no impact on the society.

H1 is the alternative hypothesis that it will have significant impact on the society. To prove alternative hypothesis, we have to take several factors into consideration which can affect our findings. The factors are as follows:

1. There is the existence of contractual obligations on both the parties to a contract.
2. The performance of the contract is the binding obligations on both the parties to a contract as per Indian Contract Act, 1872.
3. There is the applicability or non-applicability of existing labor laws such as Industrial Disputes Act, Payment of Wages Act and other laws connected to labors.
4. India is the party to Universal Declaration of Human rights (UDHR), International Covenants and many other Declarations for the protection of human rights.
5. India been a party to International Treaties and Conventions is under the binding obligations to follow the provisions contained in these documents.

Research Methodology:

The researcher has adopted a Socio-legal research methodology to analyze the law and legal phenomenon and relationships between them and wider section of the society. To be precise, the researcher will be using Case Study Method. As this method provides the in depth information of single individual, group of people or event to explore the causes of underlying principles. The researcher has included both theoretical and empirical work. The perspectives and methodologies are drawn from the humanities as well as social sciences.

Findings and Discussions:

• **Implications on the Contracts:**

Considering the supply chain disruption caused by the COVID-19 outbreak, it is likely that performances under many contracts will be delayed, interrupted or even cancelled. The counter parties (especially suppliers) to contracts may seek to delay and/or avoid performance (or liability for non-performance) of their contractual obligations and/or terminate contracts, either because COVID-19 has legitimately prevented them from performing their contractual obligations, or because they are seeking to use it as an excuse to extricate themselves from

an unfavorable deal. Further, companies may not be able to perform their obligations under their customer agreements because of their supplier's non-performance and may in turn seek to delay and/or avoid performance (or liability for non-performance) of their contractual obligations and/or terminate contracts. Parties may also cite COVID-19 as a basis for renegotiation of price or other key contractual provisions (example: volume of materials exported from or imported into affected areas due to shifts in supply and demand).

In this context, it is important to determine if COVID-19 will be considered as a 'Force Majeure' event. On Feb.17, 2020, the China Council for the Promotion of International Trade (CCPIT), revealed that it had already issued over 1,600 'Force Majeure certificates' to firms in 30 sectors, covering contracts worth over \$15 billion.

In India, the Department of Expenditure, Procurement Policy Division, Ministry of Finance issued an Office Memorandum on February 19, 2020, in relation to the Government's 'Manual for Procurement of Goods, 2017', which serves as a guideline for procurement by the Government. Quoted Statement: "The Office Memorandum effectively states that the COVID-19 outbreak could be covered by a force majeure clause on the basis that it is a 'natural calamity', caveating that 'due procedure' should be followed by any government department seeking to invoke it".

However, COVID-19 is unlikely to give rise to a valid force majeure defense under every contract and in every circumstance, as different contracts and governing laws stipulate different requirements for different situations. Companies are, therefore, well advised to proactively manage the related legal risk and carefully assess which party must ultimately bear the financial losses caused by COVID-19.

The researcher is discussing Force Majeure and related consequences in detail:

1. Force majeure:

The law relating to Force Majeure (a French phrase that means a 'superior force') is embodied under Sections 32 and 56 of the Indian Contract Act, 1872. It is a contractual provision agreed upon between the parties. The occurrence of a force majeure event protects a party from liability for its failure to perform a contractual obligation. Typically, force majeure events include an Act of God or natural disasters, war or war-like situations, labor unrest or strikes, epidemics etc. The intention of a force majeure clause is to save the performing party from consequences of something over which it has no control. Force Majeure is an exception to what

would otherwise amount to a breach of contract. Whether a particular contractual obligation can be avoided is a factual analysis. The courts would examine, whether in a given case, impact of COVID-19 epidemic prevented the party from performing its contractual obligation. Indian courts have generally recognized this concept and have enforced it at appropriate places.

Application of Force Majeure by Indian Courts:

The law in India has been laid down in the seminal decision of the Supreme Court in the case of Satyabrata Ghose v/s Mugneeram Bangur & Co. (1954 SCR 310). The entire jurisprudence on the subject has been well summarized by Justice RF Nariman of the Supreme Court in the recent decision in the case of Energy Watchdog & Others v/s Central Electricity Regulatory Commission & Others ((2017) 14 SCC 80).

In particular, the following aspects should be kept in mind:

1. Outline of force majeure:

The general concept means that events or conditions beyond the reasonable control of one party should not cause them to be held liable under the terms if that event or condition prevents the performance of the obligations of the contract. Some contracts list examples of force majeure events that automatically meet the standard. Others list events that must still meet the definition of force majeure. One may also rely on generic clauses usually included in force majeure clauses, such that the COVID-19 is an ‘Act of God’.

2. Force majeure provisions vary widely:

The language used in most of the contracts varies widely and therefore, it is important to review these clauses carefully.

3. Duty to mitigate and exercise reasonable diligence:

If a ‘duty to mitigate’ obligation is imposed under the contract, then the meaning of ‘reasonable diligence’ becomes important. This is a subjective standard and will be interpreted on a case-to-case basis. It also needs to be analyzed if there are any obligations to use ‘best endeavors’ to mitigate the effects of a force majeure event.

4. The event has to be unforeseeable or reasonable foreseeable:

Most contracts provide that for an event to qualify as force majeure, it must be unforeseeable or not reasonably foreseeable.

5. Notification requirements:

Most contracts require notice to the other party to invoke a force majeure provision. Some also provide deadlines for making such notice to make the claim effective.

6. Keep records:

Copies of critical correspondence and other communications should be maintained if dispute arises later. This can be particularly important in establishing that the company has done all that was reasonably possible to mitigate the losses.

7. Approach to potential dispute resolution:

The contract’s dispute resolution clause should be checked to identify which court or tribunal would decide a dispute and how it is likely assessing the situation.

8. Absence of force majeure clause:

If the contract does not include a force majeure clause, the affected party could be to resort to the doctrine of frustration under Section 56 of the Indian Contract Act, 1872. However, in order to claim that the contract is frustrated, it must be shown that performance of the contract is entirely impossible and that it has become fundamentally different from the arrangement contemplated at the contemplated at the time of executing the contract.

9. Other possible consequences for contracts:

Counter parties may attempt to invoke other contractual clauses like price adjustment clauses, material adverse change (MAC) clauses, and limitation or exclusion clauses, to limit or exclude liability for non-performance. The ability to invoke such other grounds will depend on the wording of the relevant clause, and how the clause is construed by courts or tribunals.

Implications on Merger & Acquisition (M&A) Transactions:

The outbreak of COVID-19 may impact M&A transactions. The parties to M&A transactions should carefully examine the terms of their transaction documents and consult with their counterparties to promptly address the challenges brought by COVID-19 outbreak.

Some of the key issues are highlighted below:

1. Material adverse change (MAC):

The impact of COVID-19 and whether it would trigger a MAC (generic or specific) would need to be examined. Whether a MAC has or has not been triggered would need to be assessed on a case by case basis, depending on the impact of the event on the company and would depend heavily on the specific wording of the MAC clause and the particular circumstances of the business at issue.

2. Pre-completion undertakings:

Sellers should check if they can comply with pre-completion compliance of business covenants, whether general commitments about ordinary course of business or trading, or specifically linked to contracts, production or employees.

3. Warranties and repetition:

Buyers should consider requesting warranties around risk assessments, scenario planning and adverse impact of COVID-19. Sellers conceding these should seek knowledge and materiality qualifiers.

4. Warranty limitations:

Sellers should consider a general COVID-19 related exclusion of liability. Ring-fencing of such clauses should be considered, such that COVID-19 related claims can only be made under specific warranties and not under general warranties. Buyer’s knowledge, changes in law and other limitations may also be relevant in this context.

5. Disclosure:

Sellers should carefully consider the need for COVID-19 related disclosures (for example against material contracts warranties), being as specific as possible to satisfy any requirement for ‘fair’ disclosure.

6. Delayed Closing:

The challenges posed by the COVID-19 outbreak may cause delay in closing of M&A transactions. The parties required to satisfy any closing conditions that may be delayed should consult with their counter parties to manage expectations and negotiate the appropriate waivers, moving certain closing conditions to the post-completion covenants, or extending the long-stop date.

7. Breach of representations & warranties:

The disruption brought by the COVID-19 outbreak may also result in certain representations and warranties given by a seller and target company no longer being true when repeated at closing deals. All parties should conduct a comprehensive assessment of the impact that the COVID-19 outbreak may have on the representations and warranties.

8. Termination events:

The persistence of the COVID-19 outbreak may lead to the occurrence of a range of termination events. The parties should assess carefully if a termination event has occurred or is likely to occur, due to the present situation and its foreseeable impact.

9. Insolvency:

The spread of COVID-19 has already resulted in an increase in companies experiencing financial distress as they try to mitigate the financial impacts of supply chain issues coupled with lower customer demand. Companies with already high debt levels are finding existing credit lines withdrawn at a time when they are in need to pay suppliers who are able to deliver on time while not receiving customer payments. Likewise, planned re-financing and distressed M&A activity is being delayed (as a

result of travel restrictions and other measures), with the result that companies are finding it more challenging to execute and implement time-critical turnaround plans. Consequently, companies may be forced to seek formal and informal protection from their creditors, and we expect to see, in more distressed cases, increased insolvency on the horizon.

• **Implications on labors:**

1. **Multiplicity of laws:**

Multiplicity of Labor laws in India has done little to address the plight of laborers. Most of the States cleared an Ordinance exempting businesses from the purview of most Labor Law provisions for the next three years. However, labor laws related to bonded labor, deployment of women and children and timely payment of salaries are not changed. Businesses and economic activities have slowed down due to which labor welfare has also been affected due to the national lockdown.

- Labor Laws fall in the Concurrent List and there are many laws enacted by the Centre that a State cannot just brush aside.
- Estimates may vary but there are over 200 State Laws and close to 50 Central Laws and yet there is no set definition of “labor laws” in the country.
- The main objectives of the Factories Act, for instance, are to ensure safety measures on factory premises and promote the health and welfare of workers.
- The Shops and Commercial Establishments Act, on the other hand, aims to regulate hours of work, payment, overtime, a weekly day off with pay, other holidays with pay, annual leave, employment of children and young persons, and employment of women.
- The Minimum Wages Act covers more workers than any other labor legislation.
- The most contentious labor law, however, is the Industrial Disputes Act, 1947 as it relates to terms of service such as layoff, retrenchment, and closure of industrial enterprises and strikes and lockouts.
- Indian labor laws are often characterized as “inflexible”. Most of them are inadequate to make the sector formalized.
- At present 90% of India’s workers are parts of the informal economy. The Chart shows, even the Organized Sector are increasingly employing workers without formal contracts.
- Others have also pointed out that there are too many laws, often unnecessarily complicated, and not effectively implemented. This has laid the foundation for corruption and rent-seeking.

2. **Issues with the recent relaxation:**

- The State of Uttar Pradesh has summarily suspended almost all labor laws including the Minimum Wages Act.
- Hence this move is characterized as “creating an enabling environment for exploitation”.
- That’s because far from being a reform, which essentially means an improvement from the status quo, the removal of all labor laws will not only strip the labor of its basic rights but also drive down wages.
- For instance, what stops a firm from firing all existing employees and hiring them again at lower wages, she pointed out.
- Moreover, far from pushing for a greater formalization of the workforce, this move will in one go turn the existing formal workers into informal workers as they would not get any social security.

3. Consequences of relaxation:

Fall in wages is inevitable

- For one, as Chart 3 shows, even before the Covid-19 crisis, thanks to the deceleration in the economy, wage growth had been moderating.
- Moreover, there was always a wide gap between formal and informal wage rates. For example, a woman working as a casual laborer in rural India earns just 20% of what a man earns in an urban formal setting.
- If all labor laws are removed, most employment will effectively turn informal and bring down the wage rate sharply. There is no way for any worker to even seek the redressal for their grievances.
- Theoretically, it is possible to generate more employment in a market with fewer labor regulations.
- However, as the experience of States that have relaxed labor laws in the past suggests, dismantling worker protection laws have failed to attract investments and increase employment.
- It is unproven if they can cause an increase in worker exploitation or deterioration of working conditions. However, in the long run, employment will not increase, because of several reasons.
- There is already too much-unused capacity. Firms are shaving off salaries up to 40% and making job cuts. The overall demand has fallen.
- If the intention was to ensure more people have jobs, then States should not have increased the shift duration from 8 hours to 12 hours.
- They should have allowed two shifts of 8 hours each instead so that more people can get jobs.
- This move and the resulting fall in wages will further depress the overall demand in the economy, thus hurting the recovery process.

• Companies flexible leave structures:

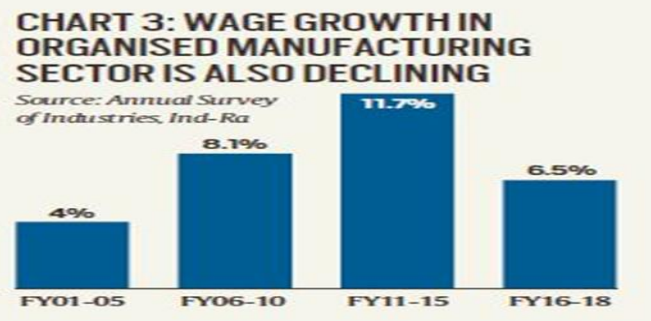
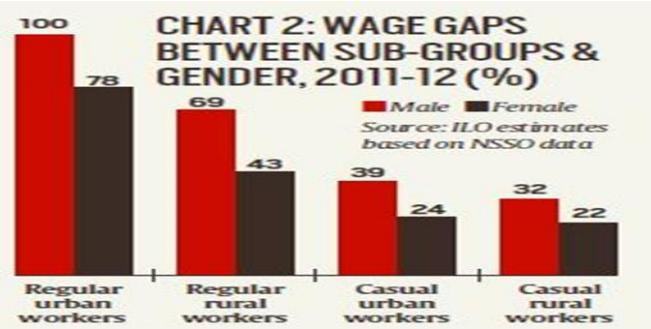
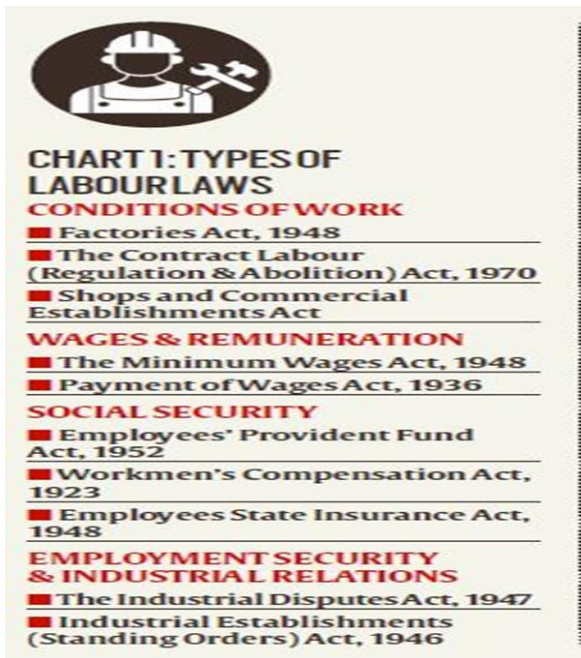
- Companies categorically need to revamp their leave structures and employee benefit structures to incorporate disruptions caused by pandemics; however, Governments must ensure that informal laborers that are not protected by these measures are not adversely affected by the pandemic’s damage to the economy. Several companies have created policies to support their employees in these uncertain days. Tata Steel has tweaked its leave policy to include a “special leave” for employees that need to self-quarantine based on perceived exposure, and RPG enterprise has created an “exceptional leave” policy with full pay for the same. Twitter has stated that all employees, including hourly workers, will receive reimbursement toward their home office set-up expenses. Furthermore, they are also working with their vendors to ensure contractors’ work from home needs is met.

• Facts and figures of the formal and informal laborers:

- While these customized initiatives are laudable, informal laborers are not equipped with the same security. According to the Periodic Labor Force Survey (PLFS) 2017-2018 of India, 68.4 percent of all workers in the ‘non-agriculture’ sectors and relevant agricultural sectors (such as animal production, aquaculture, fishing, and support activities to agriculture) were engaged in the informal sector. Among the male workers, informal workers accounted for 71.1 percent of the workforce, and among female workers, informal workers accounted for 54.8 percent of the workforce.
- Even if an individual is engaged in salaried labor, s/he does not fall into a formal employment structure unless the requisite employee benefits and contractual arrangements are attached. In India, more women work without these employee benefits than men. In 2017-18, among regular wage/salaried employees in the non-agriculture sector, 49.6 percent workers were not eligible for any social security benefit: 49 percent among males and 51.8 percent among females. In urban areas, 47 percent of the male salaried workforce was not eligible for any social security benefit, with 50.1 percent women making up the share that were not eligible for any social security benefit.
- Indian labor laws are often characterized as “inflexible”. Most of them are inadequate to make the sector formalized.
- At present 90% of India’s workers are parts of the informal economy. The Chart shows, even the organized sector are increasingly employing workers without formal contracts.

• To deal with the situation when the employees are lay-off during natural calamity, provisions have been introduced in the Industrial Disputes Act 1947 (ID Act), a special law, for payment of compensation in the event of a lay-off. Section 2 (kkk) defines the term “Lay off”. As per the definition, if an employer is unable to provide employment to an employee due to a natural calamity or for any other connected reason, then the

same would fall within the definition of “Lay off”. Thus, the directions issued by the Central Government can at best be treated as advisory and not mandatory. There are many hollow provisions in Indian Laws. Since, citizens have been forced by the state to stop their work, which is directly connected to their livelihood; they are under tremendous pressure to borrow money to feed their families and pay rent for their accommodation.



Implications on Human Rights:

The Government has made arrangements for shelters, food and other items for people who were affected by the order of lockdown. The right to livelihood is comprehended in the right to life guaranteed by Article 21 of the Constitution that ‘no person shall be deprived of his life except according to procedure established by law’. The word ‘life’ as employed by Article 21 takes in its sweep not only the concept of mere physical existence but also all finer values of life including the right to work and right to livelihood. The guarantee of personal liberty is contained in Article 21. Likewise, the right to reside and settle in any part of the territory of India is guaranteed by Article 19(1)(e) and the right to carry on any occupation, trade or business which is guaranteed by Article 19 (1)(g).

Way back in 1985, the Supreme Court in *Olga Tellis v. Bombay Municipal Corporation* (1985 SCC (3) 545), popularly known as the “Pavement Dwellers Case” it was held that ‘right to livelihood’ was borne out of the ‘right to life’, as no person can live without the means of living, that is, the means of Livelihood. Since then, the scope and ambit of

the right to life has been expanded by the constitutional courts.

India is also a party to the International Covenant on Civil and Political Rights (ICCPR) to which has been acceded and ratified in July 1979. Article 4(2) lists seven provisions of the ICCPR from which no derogation is permitted. These are, Article 6 (right to life), Article 7 (prohibition of torture), Article 8 para 1 & 2 (prohibition of slavery and servitude), Article 11 (prohibition of imprisonment for non-fulfillment of contractual obligations), Article 11 (prohibition against retroactive criminal laws and penalties), Article 16 (the right to be recognized as a person before the law), Article 18 (freedom of thought, conscience and religion). Under the ICCPR it is the obligation of a party-State to bring its laws in conformity with the provisions of the Covenant. Similarly the rights proclaimed under UDHR as follows:

Article 3: Right to Life, Liberty and Personal Security

Article 13: Freedom of Movement in and out of the country.

The only provision, which leads to the suspension of Fundamental Rights, has been incorporated

under the Constitution of India, during emergency caused by war, external aggression or armed rebellion. The most significant effect of emergency is that the authority of the Centre increases and the Parliament assumes the power to make laws for the entire country or any part thereof, even in respect of subjects mentioned in the State List. Whereas, Fundamental Rights are enshrined in Part III from Article 12 to 35 of the Indian Constitution, which are guaranteed to the citizen of India and no one can encroach upon them and infringe the right of a citizen. In the case *ADM Jabalpur v. Shiv Kant Shukla* (1976 AIR 1207), the Supreme Court said that in the view of the presidential order, no person has any locus standi to move any writ petition under article 226 before a High Court for Habeas Corpus or any other writ or order or direction to challenge the legality of an order of detention on the ground that the order is not under or in compliance with the Act or illegal or is vitiated by mala fides factual or legal or is based on extraneous consideration. However, the 44th Amendment of the Constitution has brought several changes. Under Article 352 of the Constitution of India, “Internal disturbance” has been replaced by “armed rebellion”. Article 19 of the Constitution of India which used to get suspended by the proclamation of emergency will not get suspended if the ground of emergency is only armed rebellion and not war or external aggression. Right to life and personal liberty under Art 20 and 21 of the Constitution of India cannot be suspended during emergency. The reality is imagine a situation, where a person aggrieved with the acts and omissions of the Executive, is denied access to justice because he will not be allowed to travel to the State Capital to approach the High Court of the State for redressal of his grievances. Even Courts are not functioning at their full strength and lawyers can only have access to Justice via Video Conferencing that too in emergent cases, to be decided by the Courts.

Conclusion & Suggestions:

To conclude from the above findings the researcher has proved the entire alternative hypothesis to be true at the fullest extent. The suggestions are as follows:

Commercial Contracts:

The few safeguards to be resorted in commercial contracts are:-

1. Re-assess and review the contract in which the force majeure clause exists and analyzes the relevant factors and incidents mentioned to initiate the 'rule to excuse'.
2. Ensure 'all' or 'any' notification procedure as prescribed in the conditions of the contract.

Comply strictly with the conventional 'notice' formalities.

3. Mutually (along with the other parties to the contract) analyze the impact of the outbreak of COVID-19 on the contract and its performance.
4. Initiate a chance to perform the contract in a possible alternative way; a failure will safely rule out a future 'defense' with respect to an alternative method of performance.
5. Collect evidences to accord non-performance of the obligation to the sole force majeure event, in the current scenario, the pandemic.
6. Keep a strict record of the various notifications and orders by government and administrative bodies. The same may be evidenced during the litigation/arbitration stage.
7. All records with respect to unavoidable additional expenditure incurred must be maintained.

Companies:

Directors are required to exercise reasonable care, skill and diligence, and to act in the best interest of the company. Below are some key considerations for the board of directors:

1. To evaluate the Business Continuity Risk in case the supply chain has been disrupted.
2. Be informed and take the fast action plans and protect the interest of all the stake holders.
3. The constant communication with consumers is important and figures out the alternative sources to deliver the goods and services to the consumers.
4. The reassessment and revaluation of the shareholders return because of the potential impact of COVID 19 must be communicated to the shareholders.
5. The companies can focus on flexible work from home policies and if the areas are not coming under Red Zone they can make the provisions for functioning of the companies with half of the total staff and other half can continue work from home.
6. There must be more focus on the usage of online tools and technologies in conducting meetings with suppliers, dealers and employees.

Labors:

1. Check with official sources (e.g. website of the Ministry of Health and Family Welfare, Government of India, official sources such as the World Health Organization) to see if there is an official recommendation and implement them.
2. Inform employees unambiguously about steps, including measures (to be) taken including certain hygiene guidelines.
3. Keep the lines of communication open. Educate the laborers without causing panic by keeping

them up to-date with factual and accurate information from reliable sources.

4. Make provision of specific equipment such as hand sanitizers and face masks, if the risk becomes real.
5. Since most of the laborers are illiterate it is very necessary to educate them on the schemes and reliefs provided by government such as Jandhan Yojana, Atama Nirbhar Abhiyan etc. They must be having proper identity and residential proof documents such as Aadhaar Card or Ration Card to avail the benefits of such schemes. So provisions must be made to ensure every person in the country is having the basic documentation proofs.

General Recommendations:

1. There must be proper implementation of the existing laws without any discrimination.
2. There must be sufficient notice period given before announcing the lock down so people can be prepared for the same.
3. Governments should avoid sweeping and overly broad restrictions on movement and personal liberty, and only move towards mandatory restrictions when scientifically warranted. Government should make necessary arrangements so the laborers can reach their home safely.
4. It is the duty of the State to fulfill the basic needs food, clothing and shelter of the migrated workers.
5. Proper measures for Screen Test, quarantine rules, health and hygiene conditions as per the WHO must be adopted and the breach of the same must be liable for strict action.
6. Special care and protection must be provided to the health care workers and protection staff such as police officers, military and Para-military officers.
7. Government must ensure that people in the quarantine or detention centers are provided basic facilities like food, cleanliness and timely medical guidance as and when required.
8. Governments should fully respect the rights to freedom of expression and access to information, and only restrict them as international standards permit. Governments must ensure that the information they provide to the public regarding COVID-19 is accurate, timely, and consistent with human rights principles. This is important for addressing false and misleading information. All information about COVID-19 should be accessible and available in multiple languages, including for those with low or no literacy.
9. Governments should take measures so that health care is available to all, accessible without discrimination, affordable, respectful of medical ethics, culturally appropriate, and of good quality.

Governments should ensure that health workers have access to appropriate protective equipment and that social protection programs are in place for the families of workers who die or become ill as a result of their work, and ensure such programs include informal workers, who represent a large share of the care giving sector.

10. Online learning should be used to mitigate the immediate impact of lost normal school time. Schools deploying educational technology for online learning should ensure the tools protect child rights and privacy. Governments should attempt to recover missed in-person class time once schools reopen.

11. Authorities should take steps to mitigate gendered impacts and ensure that responses do not perpetuate gender inequity. When education is moved online, governments and education providers should monitor participation and retention of students in online courses.

References:

1. Pollock and Mulla, Indian Contract and Specific Relief Acts
2. Bare Acts: Indian Contract Act, Industrial Disputes Act Constitution of India
3. <https://www.un.org/en/universal-declaration-human-rights/>
4. <https://www.ohchr.org/en/professionalinterest/page/s/ccpr.aspx>
5. <https://www.hrw.org/news/2020/03/19/human-rights-dimensions-covid-19-response>
6. <https://www.indialegallive.com/special-story/status-of-human-rights-in-the-age-of-covid-19-98488>
7. <https://www.orfonline.org/expert-speak/effects-of-covid-19-on-maharashtra-and-indias-business-and-labour-63649/>
8. https://docs.google.com/document/d/1i7N3ZqKn69XQ7VYHVuhnQ1FdDCBQJz_mh1I0KTcra3Q/edit
9. <https://www.mondaq.com/india/litigation-contracts-and-force-majeure/912876/impact-of-covid-19-on-indian-commercial-contracts>
10. <https://www.mondaq.com/india/operational-impacts-and-strategy/917982/covid-19-latest-relaxations-from-legal-provisions>
11. <http://www.igidr.ac.in/pdf/publication/WP-2020-013.pdf>
12. <https://www.google.com/amp/s/indianexpress.com/article/business/covid-19-effect-relaxation-in-labour-laws-exemptions-to-firms-in-various-states-draw-trade-union-ire-6399183/lite/>
13. <https://www.mondaq.com/india/operational-impacts-and-strategy/921132/faq39s--impact-of-covid-19-on-labour-and-workforce>