Nine things to find in your contract

One page, a pen and your papers. About 20 minutes, before you build anything beside your job.

Look in each of these

- Offer or appointment letter
- Employment agreement
- Code of conduct
- HR policies: outside work, conflicts, IP, devices
- Certified standing orders, if your workplace has them
- Service rules, for government, public sector or bank staff

No.	The clause, and words to search for	Where it is (document, clause no.)	Its exact words, in short	What it asks
C1	Exclusive service whole time, exclusively, devote			○ nothing ○ disclose ○ permission ○ not found
C2	Outside work outside employment, moonlighting, dual employment			○ nothing ○ disclose ○ permission ○ not found
C3	Conflict of interest conflict, disclose, declaration			○ nothing ○ disclose ○ permission ○ not found
C4	Intellectual property inventions, work product, assign			○ nothing ○ disclose ○ permission ○ not found
C5	Confidentiality and devices confidential, company property, acceptable use			○ nothing ○ disclose ○ permission ○ not found
C6	Non-solicitation solicit, entice, clients, employees			○ nothing ○ disclose ○ permission ○ not found
C7	Non-compete compete, competing business			○ nothing ○ disclose ○ permission ○ not found
C8	Notice, garden leave, bonds notice period, garden leave, bond			○ nothing ○ disclose ○ permission ○ not found
C9	Hours and availability working hours, on call, availability			○ nothing ○ disclose ○ permission ○ not found

What the law says, in three lines

1. A restraint of lawful trade is “to that extent void” (section 27, Indian Contract Act). But a restriction that applies while you are employed is generally not one, the Supreme Court said again in May 2025. Don’t assume C1 is void.
2. Work made in the course of your employment belongs first to your employer, unless you agree otherwise (section 17(c), Copyright Act). Read C4 closely.
3. Where the Model Standing Orders, 2026 cover you, extra work that may adversely affect your employer needs permission first (Schedule C, para 21).

Where a clause asks: ask in writing

1. Before the first sale.
2. Say what you plan to do, and in which hours.
3. Name the clauses you read.
4. Say you won’t use their time, devices, information, clients or colleagues.
5. Keep the reply with this sheet.

This sheet comes from Read Your Contract: each of the nine clauses with what it usually says, the red flags, and seven letters for asking in writing. quietlybuild.in/shop/read-your-contract

Sources: Indian Contract Act, 1872, s.27; Copyright Act, 1957, s.17(c); Model Standing Orders, 2026, Schedule C, para 21; Vijaya Bank v. Prashant B Narnaware, 2025 INSC 691, paras 13 to 16. Read 20 October to 4 November 2026; the links are in the free guide at quietlybuild.in/guides/clauses-beside-your-job. General information, not legal advice; for your own contract, ask an advocate.

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