

ADOPTION OF PLAIN LANGUAGE TO SRI LANKAN CONSTRUCTION CONTRACTS: A NARRATIVE REVIEW

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ABSTRACT

Construction contracts serve as legally binding agreement that govern the relationships and obligations of parties involved in construction projects. However, their complex and legalistic language often creates difficulties for contract users. Plain language construction contracts have emerged as an approach to overcome interpretation errors and misunderstandings caused by the traditional legalistic language used in conventional construction contracts. This study adopts a narrative literature review approach, examining literature published over the past fifteen years (2010–2025), focusing on the adoption of plain language in construction contracts, its benefits, challenges, and relevance to the Sri Lankan construction industry. The results indicate that plain language can improve clarity, readability, accessibility, and stakeholder communication, while reducing misinterpretation and potential disputes. Challenges include concerns about legal precision, resistance to change, and the need for specialised drafting skills. Furthermore, the study identifies a research gap, as scholarly attention on plain language construction contracts in Sri Lanka remains limited. The study proposes future research directions including assessing the readiness of the Sri Lankan construction industry to adopt plain language construction contracts, developing contract templates suitable for the Sri Lankan context, and conducting pilot testing to evaluate their practical applicability. This study contributes to the existing body of knowledge by synthesizing global insights on plain language construction contracts and reflecting on their relevance to the Sri Lankan construction industry.

Keywords: *Construction Contracts; Construction Industry; Contract Clarity; Plain Language; Sri Lanka.*

1. INTRODUCTION

The construction industry deals with several stakeholders, including clients, contractors, consultants and subcontractors (Alves & Shah, 2018). Managing interactions among multiple parties and clearly defining their rights, responsibilities and obligations can be challenging without a legally governing agreement (Patrick et al., 2025). In this context, construction contracts play a vital role by acting as the legally binding agreement that specify the obligations of the parties in relation to cost, schedule, quality, and safety performance (Alves & Shah, 2018). Furthermore, construction contracts do not function

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solely as legal instruments but also serve as critical instruments that guide project execution throughout the project lifecycle (Osifo et al., 2025).

Construction contract users can generally be categorized into primary and secondary users (Masfar, 2017). Primary users refer to those who rely on contracts on a daily basis, such as clients, contractors, and subcontractors. Secondary users are occasional users responsible for resolving disagreements, including lawyers, mediators, and adjudicators (Ali, 2008). Unlike secondary users, primary users may not possess formal legal training (Masfar, 2017). However, standard construction contracts such as Fédération Internationale des Ingénieurs-Conseils (FIDIC), New Engineering Contract (NEC), Joint Contracts Tribunal (JCT) and International Chamber of Commerce (ICC) are traditionally written in a complex style, which can create difficulties for primary users in understanding contractual provisions and may lead to misunderstandings and interpretation errors (Chong & Oon, 2016). Such misunderstandings may escalate into disputes and claims. Consequently, this situation can result in inefficiencies in contract administration and decision-making, ultimately affecting project success (Masfar, 2017).

In recent years, the concept of plain language has gained attention in construction contract drafting as a way to overcome the challenges created by the complex and legalistic language used in typical construction contracts (Chong & Oon, 2016). Plain language refers to writing that is straightforward and presented in a manner that the intended audience can clearly understand without convoluted sentence structures (Ali, 2008). It does not mean removing the legal meaning or reducing contractual protection, rather, it focuses on conveying detailed information clearly and quickly without overloading the audience (United States General Services Administration, n.d.).

Several studies have been conducted on the adoption of plain language in construction contracts. For instance, Chong and Oon (2016) and Ballesteros-Lintao and Ali (2022) conducted a study on Malaysia to check the feasibility of using plain language the Malaysian construction contracts. Similarly, Masfar (2017) assessed the feasibility of using plain language construction contracts in Saudi Arabia. Van Eck (2024) conducted a study on South African perspective on plain language contracts. However, these studies are largely context specific, limiting the direct transferability of their findings to other construction environments.

Sri Lanka, as a country with a construction industry involving diverse language backgrounds (English, Sinhala, and Tamil) and different levels of legal literacy, particularly at the site and operational levels, still follows traditional construction contract drafting practices (Akalanka et al., 2026; Laxsana et al., 2023). The limited legal literacy of site and operational level stakeholders, such as contractors, subcontractors, and suppliers, often leads to disagreements that may escalate into disputes, while dispute resolution processes consume significant time and cost (Hassan & Le, 2020). Even though existing studies have been conducted to examine the feasibility of adopting plain language in construction contracts, their applicability to the Sri Lankan context remains largely unexplored. As noted by Thiruchelvam and Uduwage (2025), countries face unique challenges when adopting practices developed in different contexts. These characteristics suggest that insights from global literature require careful contextual interpretation when considering the Sri Lankan construction industry. Therefore, this paper aims to provide a narrative synthesis of existing literature on the adoption of plain

language in construction contracts and to reflect on its implications for the Sri Lankan construction industry. To achieve this aim, the following objectives were formulated.

1. To identify the publication trend and key application areas of plain language contracts.
2. To scrutinize the key benefits, and challenges associated with the adoption of plain language in construction contracts.
3. To identify research gaps and assess the potential relevance of plain language in construction contracts within the Sri Lankan construction industry.

2. MATERIAL AND METHODS

A literature review is a methodology that enables the collection and synthesis of discussions from published works, provides a comprehensive understanding of a particular research area, and establishes a connection between the present study and existing knowledge (Shanahan, 2019). According to Smith and Noble (2015), literature reviews can be broadly categorized into narrative reviews, scoping reviews and systematic reviews. Among these, narrative reviews are suitable for interdisciplinary and emerging topics (Ferrari, 2015). Furthermore, this approach allows for the interpretation of concepts and is valuable for identifying trends, gaps, and emerging themes within the literature (Juntunen & Lehenkari, 2019). Compared to other review types, narrative reviews offer greater flexibility in writing and synthesis (Ferrari, 2015). Since this study addresses an emerging topic, namely the adoption of plain language in construction contracts, and aims to gather insights from diverse studies rather than quantify outcomes, a narrative literature review was adopted. Figure 1 illustrates the research flow of the study.

Publications published over the past fifteen years, from 2010 to 2025, were considered for the review in order to capture recent developments in plain language, as scholarly attention to this topic has increased during the last decade. Publications written in English and available as journal articles, conference proceedings, or book chapters were considered for inclusion. The search query “plain language” AND “contracts” was applied to the article title, abstract, and keywords. The alternative terms such as “contract simplification” or “clear language” were not considered as search queries, as they often are in contexts extending beyond contractual documentation and create an increased likelihood of retrieving irrelevant publications. The initial identification and screening of publications were conducted using the Dimension database to determine the number of available studies related to the research topic. The full texts of the identified studies were subsequently retrieved through Google Scholar, ScienceDirect, and Emerald Insight, as these platforms host extensive collections of high-quality journals and books.

The initial search resulted in 142 publications. After screening the titles and abstracts to assess their relevance to the study, publications that did not explicitly focus on plain language in a contractual, legal, or agreement-related context, duplicate records, and those lacking sufficient information to assess their relevance to the study were excluded. Following this screening process, 36 publications were considered relevant and included in the final analysis. The collected literature was analyzed using thematic analysis, which enables researchers to systematically organize and interpret patterns across multiple sources of information (Kiger & Varpio, 2020). In this study, thematic analysis facilitated

the identification of key themes related to the benefits, challenges, and adaptability of plain language in construction contracts.

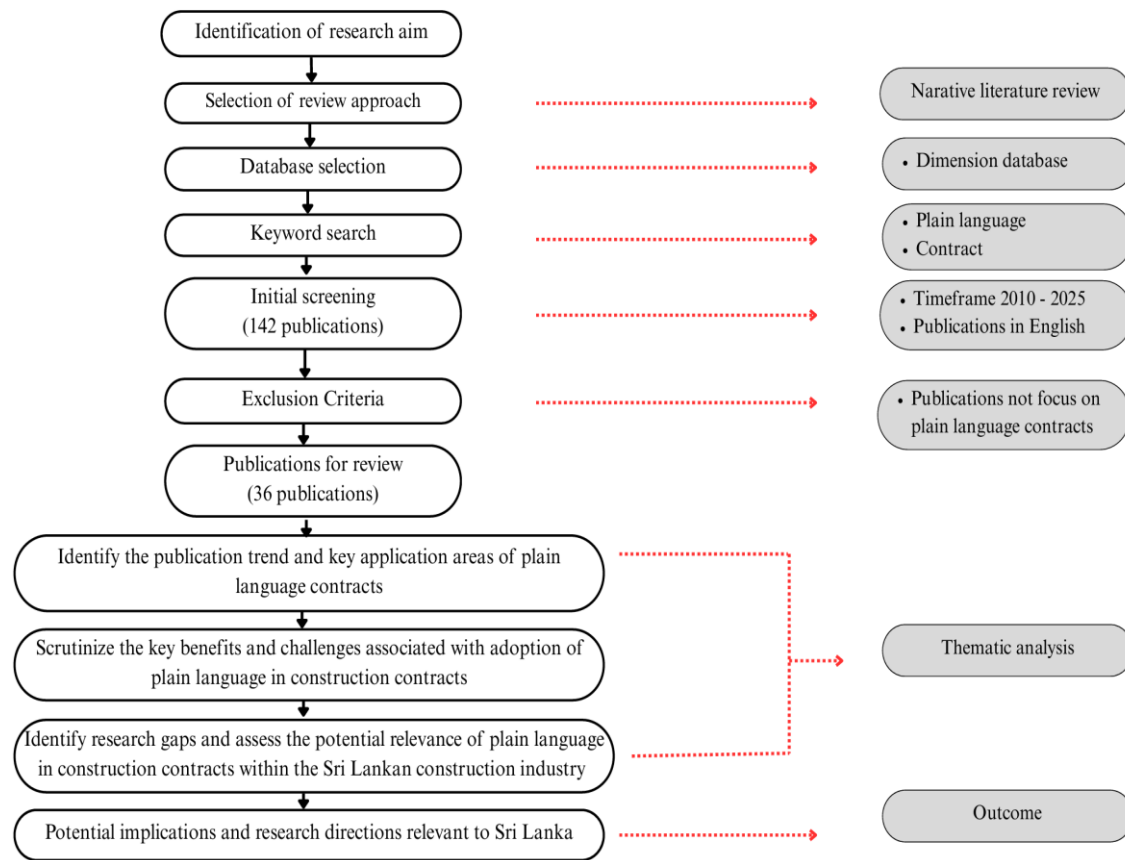


Figure 1: Research flow

3. FINDINGS AND DISCUSSION

3.1 PUBLICATION TREND ON PLAIN LANGUAGE CONTRACTS

Initially, the identified 36 publications were reviewed, and the yearly publication trend on plain language contracts over a 15-year period was analysed. Figure 2 illustrates the publication trend of plain language contracts.

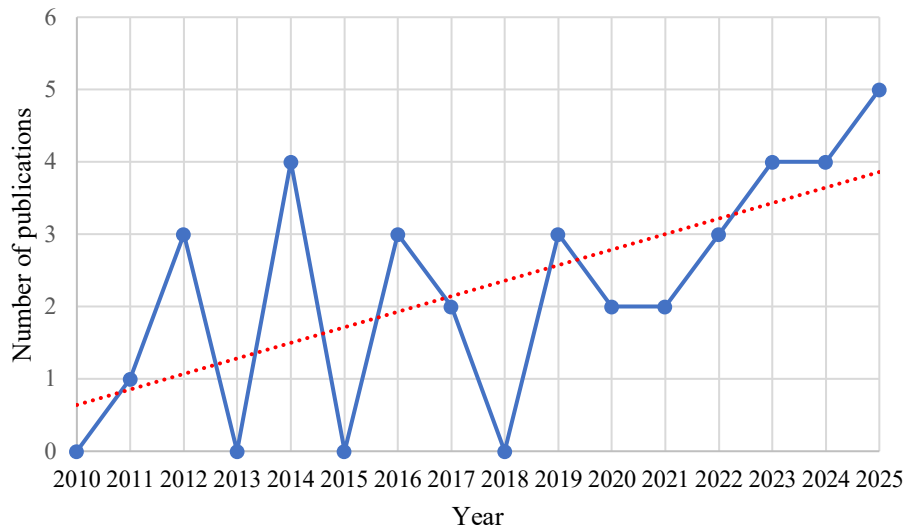


Figure 2: Publication trend

As illustrated in Figure 2, the publication trend demonstrates an irregular yet gradually increasing pattern over the 15 year period. During the early phase (2010 - 2020), the number of publications on plain language contracts fluctuated considerably, with no publications recorded in certain years such as 2010, 2013, 2015, and 2018. This suggests that the topic was still emerging and had not yet attracted sustained attention from scholars. However, from 2020 onwards, a more consistent upward trend can be observed. In particular, the period from 2022 to 2025 records the highest number of publications, indicating a growing scholarly interest in plain language contracts in recent years. The upward slope of the trendline, which is marked in red in Figure 2, further supports this pattern, suggesting a gradual increase in research attention over time.

Overall, the observed publication trend implies that, although research on plain language contracts was initially limited and fluctuating, it has increasingly become an area of ongoing scholarly discussion in recent years.

3.2 KEY APPLICATION AREAS OF PLAIN LANGUAGE CONTRACT

As per the reviewed publications, plain language contracts were applied in several areas such as legal, consumer, construction and other contexts, as presented in Figure 3.

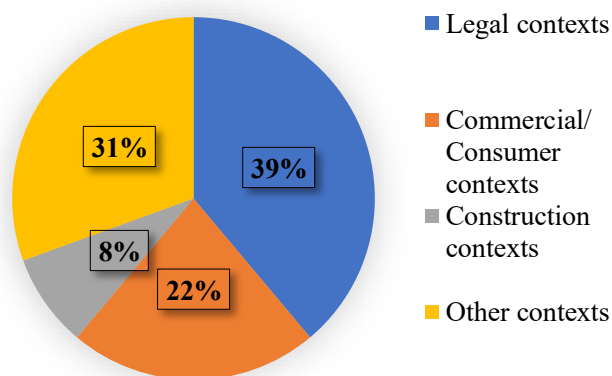


Figure 3: Key application areas of plain language contracts

According to Figure 3, the majority of the publications fall under legal contexts (39%). As legal drafting is often criticized for its archaic language, lengthy sentences and difficulty in understanding by individuals who do not have formal legal training (Hassan & Le, 2020), plain language contracts have gained much scholarly attention in law related areas to improve the clarity and comprehensibility of legal documents (Ali, 2008). Plain language was widely discussed within commercial / consumer contexts (22%), where publications have given consideration to adopting plain language in insurance contracts (Van-Boom et al., 2016), electricity bills (Subiela-Hernández et al., 2023), lease agreements (Siebörger & Adendorff, 2011) and other commercial contracts to improve the fairness, accessibility and readability in contracts used by the public.

Publications that focus on digital or smart contracts, medical contracts and other contracts that are not categorized under legal, commercial / consumer or construction contexts were included under the “other contexts” category (31%). However, only 8% of the publications discuss plain language adoption in construction contracts and these studies were conducted in only few countries such as Saudi Arabia (Masfar, 2017), Malaysia (Ballesteros-Lintao & Ali, 2022), the United Kingdom (UK), and Australia (Australian Government, Office of Parliamentary Counsel, 2013), indicating the significant gap in plain language construction contracts.

Given this limited attention, there is a need to further examine plain language adoption in construction contracts in detail. Therefore, the thematic analysis conducted for plain language construction contract related publications revealed two themes: (1) benefits of adopting plain language in construction contracts and (2) challenges associated with plain language adoption. The analysis was further extended to identify recurring sub themes within each of these categories.

3.3 SCRUTINIZE THE BENEFITS OF PLAIN LANGUAGE IN CONSTRUCTION CONTRACTS

Focusing specifically on construction contracts, across the reviewed publications, plain language is consistently associated with simplified vocabulary, reduced legal jargon, and improved readability while maintaining legal precision (Cornelius, 2010). Since standard construction contracts such as FIDIC, NEC, JCT, and ICC are often difficult for primary users to interpret, the adoption of plain language in construction contracts has gained attention in recent publications.

Adoption of plain language in construction contracts provides several benefits to both primary and secondary users of the contract and those benefits were identified through the thematic analysis of the reviewed publications. Initially, the publications were carefully read to familiarize the content related to the outcomes of plain language usage in contracts. Then initial codes such as clarity, readability, accessibility and reduced disputes were assigned to the data segments describing outcomes of plain language usage in contracts. Then, the initial codes were examined to identify the sub themes across the reviewed publications and labelled as key benefits of adopting plain language in construction contracts. Table 1 presents the key benefits of adoption of plain language construction contracts in comparison to traditional construction contracts characterised by complex and legalistic language.

Table 1: Benefits of adopting plain language in construction contracts

Benefits of adopting plain language in construction contract	Sources
Improved clarity and transparency	[1], [5], [8], [9]
Enhancement of readability and comprehension	[1], [2], [3], [4], [5], [6], [7], [8], [9]
Greater accessibility for diverse stakeholders	[3], [4], [5], [8], [9]
Reduction of misinterpretation	[1], [2], [3], [5], [6], [9]
Potential to reduce disputes	[1], [2], [7], [10]
Increased efficiency in contract administration	[2], [9]
Improved stakeholder communication	[4], [5], [6], [9], [10]
Enhanced overall contract quality	[4]
[1] Ballesteros-Lintao and Ali (2022); [2] Chong and Oon (2016); [3] De Stadler and Van Zyl (2017); [4] Lam (2018); [5] Masfar (2017); [6] Mico (2013); [7] Radzi and Ali (2023); [8] Schriver (2017); [9] Van Eck (2024); [10] Vats and Devi (2025)	

Plain language contracts are written in a way that reduces the use of redundant words such as “null and void”, where the word “void” alone is sufficient. Therefore, this helps to **improve clarity and transparency** in construction contracts. Plain language contracts do not use legal jargon such as “indemnity” and “force majeure”, which can only be understood by secondary users and skilled primary users in construction contract (Van Eck, 2024). Furthermore, plain language contracts use active voice in writing (Masfar, 2017), which **enhances readability and comprehension**. In addition, these contracts are straightforward and presented in a manner that intended audiences can understand, thereby allowing **greater accessibility for diverse stakeholders** (Schriver, 2017).

Chong and Oon (2016) stated that traditional construction contracts contain too many cross- references between clauses, which cause misinterpretation errors between parties, and suggested that the use of plain language in contract allows the **reduction of such misinterpretations**. Additionally, Ballesteros-Lintao and Ali (2022) emphasized that construction disputes often originate from specific terms presented in contracts, particularly during variation and claim procedures. However, the use of plain language in construction contracts simplifies these terms and has the **potential to reduce disputes**. Furthermore, easier understanding of construction contracts by intended audiences **increases efficiency in contract administration**, while at the same time **improving stakeholder communication** (Chong & Oon, 2016). Moreover, plain language construction contracts **enhance overall contract quality** by transforming the language into one that is clear, readable, accessible, and usable by all users of the contract (Lam, 2018).

3.4 SCRUTINIZE THE CHALLENGES ASSOCIATED WITH ADOPTION OF PLAIN LANGUAGE IN CONSTRUCTION CONTRACTS

Despite the benefits of using plain language construction contracts, the adoption of plain language in construction contracts presents several challenges, where the term challenges in this study refer to the difficulties, limitation or potential risks associated with adopting plain language in construction contracts. These challenges were identified from the publications through comparison with traditional legal drafting practices and analysed using thematic analysis and presented in Table 2.

Table 2: Challenges associated with adoption of plain language in construction contracts

Challenges associated with adoption of plain language in construction contracts	Sources
Risk to Legal Precision and Certainty	[1], [2], [4], [5], [6]
Fear of Losing Technical Accuracy	[1], [4], [5]
Reliance on Professional Jargon	[1], [6]
Resistance to Change	[2], [6]
High Skill Demands for Plain Legal Writing	[4]
Difficulty in Drafting Plain Language Contracts	[6]
Limitations of Simplification	[2], [4], [5]
Linguistic Density and Structural Complexity	[1]
Perceived Threat from the Legal Profession	[4]
[1] Akal (2022); [2] De Stadler and Van Zyl (2017); [3] Lam (2018); [4] Masfar (2017); [5] Mico (2013); [6] Van Eck (2024)	

Masfar (2017), along with highlighting the benefits of adopting plain language in construction contracts, also pointed out the challenges associated with its adoption. According to Masfar (2017), even though plain language improves clarity, oversimplification may create a **risk to legal precision and certainty**. Lam (2018) highlighted that, in order to convey legal ideas to the intended audience, technical wordings are sometimes required. Therefore, the use of plain language creates a **fear of losing technical accuracy**. Van Eck (2024) stated that professional jargon creates a common language among professionals which enriches their communication. Since construction contracts **rely heavily on professional jargon**, converting them into plain language becomes a challenging task. In addition, Masfar (2017) emphasized that some scholars believe disputes occur regardless of language clarity, which leads to **resistance to change** towards plain language construction contracts. Furthermore, drafting a construction contract in plain language **requires high skills to simplify the language** while maintaining legal precision, which is comparatively harder than merely discussing it, and this creates **difficulties in drafting plain language contracts** (Van Eck, 2024). The **limitation of simplification** is identified as another challenge associated with the adoption of plain language in construction contracts, as balancing readability with legal precision should be handled carefully (De Stadler & Van Zyl, 2017). Construction contracts also demonstrate **linguistic density and structural complexity**, meaning that they are often structurally fragmented and grammatically complex, which makes it difficult to convert them into plain language (Akal, 2022). Furthermore, the **critical fear among legal professionals** that plain language contracts may reduce reliance on them plays a crucial role in limiting the acceptance of plain language in construction contracts (Lam, 2018). These findings indicate that, although plain language offers significant advantages, its implementation in construction contracts requires careful balancing between clarity and legal precision.

3.5 IMPLICATIONS FOR THE SRI LANKAN CONSTRUCTION INDUSTRY

Contractual practices in the Sri Lankan construction industry largely rely on standard forms of contracts (Wimalasena & Gunatilake, 2018). The most widely used conditions of contracts are part of the Standard Bidding Documents (SBD) which published by the

Construction Industry Development Authority (CIDA) (Janardana et al., 2021), and modified versions of FIDIC standard forms published by the International Federation of Consulting Engineers (Nwogu & Emedosi, 2024). These standard contracts are often characterized by lengthy clauses, complex sentence structures, and extensive use of legal jargon, which may not be easily understood by the primary users of the contract (Walsh, 2017).

The findings of this study indicate that such characteristics may limit the usability of contracts, particularly in contexts where stakeholders possess varying levels of language proficiency and contractual knowledge. As identified in Table 1, plain language contracts improve clarity, readability, accessibility and communication, whereas Table 2 highlights challenges associated with adoption of plain language in construction contracts. Moreover, the findings suggest that the adoption of plain language in construction contracts has practical relevance to the Sri Lankan construction industry, particularly in improving contract usability while requiring careful management of associated challenges.

3.5.1 Implications for Industry Practitioners

As identified in Table 1, the use of plain language in construction contracts enhance clarity and accessibility for the intended users, reduce misunderstandings and support smoother contract administration. In the Sri Lankan construction industry where conditions of contracts used for contractual documentation are primarily drafted in English, which is not the first language for many construction professionals, these improvements may be particularly beneficial. Therefore, industry practitioners may consider adopting plain language construction contracts in Sri Lanka. However, the findings also highlighted several challenges in adopting plain language construction contracts (Table 2) including concerns related to legal precisions, resistance to change and difficulty in drafting plain language contracts. Hence, practitioners should focus on drafting plain language construction contracts that enables intended audiences to understand content easily without compromising legal precision.

3.5.2 Implications for Institutions and Policy Makers

The study findings highlighted that while plain language offers several practical benefits, adoption of plain language construction contracts may be limited by resistance to change and perceived threat from legal professionals (Table 2). In this context, CIDA and public sector agencies may incorporate plain language principles into construction contracts. Policymakers may also consider developing guidelines or frameworks to support the gradual integration of plain language into contractual practices in Sri Lanka. Pilot projects could be implemented to test simplified contractual wording while maintaining the required level of legal precision (Lam, 2018). In addition, training programmes and awareness initiatives for contract administrators and construction professionals could help improve understanding of plain language drafting and its potential benefits (Wimalasena & Gunatilake, 2018).

3.5.3 Implications for Academia

The findings of this study indicate a clear research gap in relation to plain language construction contracts within the Sri Lankan context. As identified in Section 3.2, only a limited number of studies focus on construction specific contexts, indicating the need for further context based research. Future research can examine the readiness for adopting

plain language in construction contracts in Sri Lanka, the potential benefits of adopting plain language in construction contracts, the challenges that may arise when adopting plain language in construction contracts, and possible strategies to overcome the associated challenges. This may help to facilitate the adoption of plain language in construction contracts in Sri Lanka. Future research can also be extended to developing new plain language contract templates applicable to the Sri Lankan construction industry and conducting pilot testing of such contracts. Such research may contribute to improving contractual communication and supporting more effective contract administration within the Sri Lankan construction industry.

4. CONCLUSIONS

This study reviewed existing literature on plain language contracts to examine publication trends, key application areas and the benefits and challenges associated with adopting plain language in construction contracts. Although increasing scholarly attention has been given to plain language in contracts, limited focus has been placed on its application within the Sri Lankan construction industry. A total of 36 publications were selected from an initial pool of 142 publications published between 2010 and 2025 for review.

The findings indicate a gradual increase in research attention over time and reveal a clear research gap regarding plain language construction contracts in the Sri Lankan context. Furthermore, the results emphasize that plain language may enhance clarity, improve readability and comprehension, increase accessibility for diverse stakeholders, and reduce misinterpretation. However, several challenges may limit its adoption, including concerns regarding legal precision, reliance on traditional drafting practices, resistance to change, and the high level of skill required for plain legal writing. The study also highlights implications for the Sri Lankan construction industry. The adoption of plain language may improve communication among stakeholders and support more effective contract administration. Institutions and policymakers may consider developing guidelines and pilot initiatives to facilitate its gradual implementation. The countries which have diverse language background within the construction industry similar to Sri Lanka, may use this study findings to support more effective project delivery and contract management.

The literature search was conducted using the search query “plain language” AND “contracts”. Although this term represents the dominant terminology used in the field, studies employing alternative terms such as “clear language”, “plain English”, or “contract simplification” may not have been captured. Future reviews may broaden the search strategy by incorporating additional keyword combinations and Boolean variations to ensure more comprehensive coverage of the literature. Further, this study does not include empirical validation within the Sri Lankan construction industry, which may be necessary to assess the practical applicability of the identified findings. Future studies may examine the readiness of the Sri Lankan construction industry for adopting plain language construction contracts, developing plain language contract templates applicable to the Sri Lankan construction industry, and conducting pilot testing of plain language construction contracts. Overall, the study contributes to improving understanding of contractual communication and encourages further research on plain language in construction contracts.

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