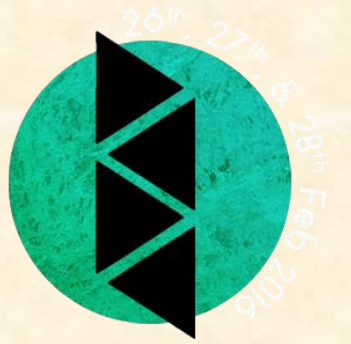




SYMBIOSIS LAW SCHOOL, PUNE
CARE | COURAGE | COMPETENCE
(A Constituent of Symbiosis International University, Pune)

ADV. RAM JETHMALANI – SYMBIOSIS ADR TOURNAMENT 2016



FEBRUARY 26-28, 2016

COMPETITION BROCHURE

symbhavadr@gmail.com

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**ADV. RAM JETHMALANI – SYMBIOSIS
ALTERNATIVE DISPUTE RESOLUTION
TOURNAMENT, 2016**

ABOUT THE TOURNAMENT

Symbiosis Law School Pune's Annual Cultural Festival, Symbhav has returned with its latest addition in 2016 with a whole new bag of events. For the first time in the celebrated history of Symbhav, there shall be a category of events called the Adv. Ram Jethmalani – Symbiosis ADR Tournament, 2016.

Alternative Dispute Resolution or ADR as it is commonly known is almost a movement that has quickly gained momentum in the Indian as well as the International Legal Fraternity. As almost all legal systems across the globe are feeling the burden of backlog of cases and justice being denied through its delay, alternative dispute resolution is showing itself to be a messiah of the overworked judicial system.

The easiest way to popularize the practice of ADR in the legal fraternity, is to give budding lawyers an exposure to the various mechanisms of ADR such as Mediation and Arbitration and thus show them the merits of the same. It is for this precise reason that Symbhav 2016 is organizing Adv. Ram Jethmalani – Symbiosis ADR Tournament 2016, under the aegis of the esteemed Adv. Ram Jethmalani and Symbiosis Law School Pune.

Spread over the 3 days of Symbhav i.e. 26th, 27th and 28th of February 2016, this group of events includes a competition for Client Counseling, Negotiation Mediation, Arbitration as well as a Legal Quiz. At the end of the jam packed 3 days, there will be an award presented for the Champions of the ADR Tournament for the college with the highest ADR Tournament Points.

So if there are any budding lawyers out there who are waiting to try their hand at the skill of Alternative Dispute Resolution and are interested in the winning the thrilling prizes that come along with the tournament, then be sure to head Symbhav 2016 and Adv. Ram Jethmalani - Symbiosis Alternate Dispute Resolution Tournament 2016.



**ADV. RAM JETHMALANI – SYMBIOSIS
ALTERNATIVE DISPUTE RESOLUTION
TOURNAMENT, 2016**

RULES & REGULATIONS

- I. **Format of the Tournament:** Adv. Ram Jethmalani – Symbiosis Alternative Dispute Resolution Tournament, 2016 consists of the following competitions under its fold -
- a. Client Counselling Competition
 - b. Negotiation Competition
 - c. Mediation Competition
 - d. Legal Quiz Competition
 - e. Arbitration Competition
- II. **Scoring Criteria and Structure:** Each competition in the tournament shall carry definite weightage in terms of 'Points' to be adjudged as the Winner of the Tournament in the manner as mentioned below.

ADR Tournament Points	Winners	Runners Up	Semi- Finalists	Best Speaker	Participation
Client Counselling	10	8	5	-	2
Negotiation	10	8	5	-	2
Mediation	10	8	5	-	2
Arbitration	10	8	5	5	2
Legal Quiz	5	3	-	-	2

III. **Eligibility for ADR Tournament:**

- a. The Teams shall participate in atleast two Competitions in the ADR Tournament in order to be eligible to win the ADR Tournament.
- b. No team eligible for the ADR Tournament be disqualified from any of the competitions in the tournament.
- c. Deductions, if any, shall be considered in calculating the Tournament Points for the ADR Tournament.

The winner of the ADR Tournament will be given a Champions Trophy (Rolling).

IV. **Tie-Breaker System:** In case of two or more colleges having the same number of tournament points, the ADR Champion shall be decided on the basis of the following tie breaker method

- a. The college with the highest number of wins
- b. In case the tie continues, the college with the highest number of runners-up
- c. In case the tie still continues, the college with highest participation.

In case the tie still continues, the Organizing Committee, Symbhav shall reserve the rights to introduce any new tie-breaker.

V. **Decision:**

- a. The decision of the judges shall be final and binding
- b. The decision of the Organizing Committee, Symbhav shall be final and binding in regard to the interpretation of Rules and any query.

VI. **Contact Details:**

Email Address: symbhavadr@gmail.com

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**ADV. RAM JETHMALANI – SYMBIOSIS NATIONAL
ARBITRATION COMPETITION, 2016**

RULES & REGULATIONS

I. PARTICIPATION AND ELIGIBILITY

- a. All law schools, faculties of law and other institutions offering a law-related degree program are eligible to participate in the Competition. Each participating institution shall send only one Team to the Competition.
- b. Team members must be *bona fide* students of the institution they are representing.
- c. A Team can have a minimum of two members and a maximum of three members. Each team must have a minimum of two Speakers. Each team must specify the two team members who would be the Speaker.
- d. Once registered, a Team will not be permitted to vary the composition of the team in any manner. Changes, if any, may only be made with the express permission of the Organizers at their discretion, if valid reasons are given by the Teams.
- e. The Organizers reserve the right to disbar any team from participating in the Competition.

II. INTERPRETATION

The interpretation placed upon these Rules by the Organizers shall be conclusive. The decision of the Organizers regarding the application of these Rules shall be final.

III. ASSISTANCE TO TEAMS FROM NON-MEMBERS AND/OR EXTERNAL SOURCES

- a. Every Team must research and write its Memorial without the assistance of non-members. Teams may receive general advice from Faculty Advisors and/or Coaches. However, such advice must be limited to general advice on the area of law concerned, structure of arguments and general commentary on the Team's arguments. No advice whatsoever may

be taken from any member of another Team or any Coach/Faculty Advisor of another Team.

- b. The Bench Memorandum shall be confidential at all times. Any Team found making use of the Bench Memorandum shall be disqualified. In preparing its Memorials, no Team may incorporate arguments or other information from the Memorials of other Teams.

IV. ANONYMITY OF TEAMS

- a. Teams must not reveal their university, or names of the participants, anywhere in the Memorial or in the course of the Oral arguments. Teams must also not make use of or display in any manner whatsoever any logo, pins, badges etc. in the Memorials or during the course of the oral arguments. A Team must be identified only by the Team Code that will be allotted to it after registration.
- b. Violation of the aforementioned Rule at any point will lead to automatic disqualification.

V. REGISTRATION

- a. The Team must provisionally register by sending an email to symbhavadr@gmail.com latest by February 8, 2016.
- b. The Registration fee for the Arbitration Competition is Rs. 1000 per team which can be paid through NEFT or by means of a Demand Draft, the details of which are given below.

The Teams are required to pay an amount of Rs. 600/- (Six Hundred Only) payable via Demand Draft in favour of “*Director, Symbiosis Law School, Pune*” to the Competition Organisers as a confirmation of participation in the Competition. This amount is exclusive of the accommodation cost, which will have to be paid on a separate basis by the members of the Participating Team.
- c. The Teams are also requested to fill out the Online Registration Form and confirm the payment of the Registration fees by sending a scanned copy of the Demand Draft or details of the NEFT payment by February 15, 2016 to symbhavadr@gmail.com.
- d. If the mode of payment for the Registration fees is through a Demand Draft, the teams should send a hard copy of the Demand Draft by courier to the following address:

Adv. Ram Jethmalani Arbitration Competition, 2016

c/o Symbiosis Law School, Pune,

Survey No. 227, Plot 11, Rohan Mithila,

Opp. Pune Airport, New Airport Road,

Viman Nagar, Pune- 411014,

Maharashtra

VI. ACCOMMODATION:

- a. At the time of registration, the Team should communicate whether or not they require accommodation in Pune for the duration of the Competition.
- b. If requested, accommodation will be provided on a direct payment basis to the Team, and the same shall have to be availed for and paid for by the Team, or any of its constituent members.
- c. The accommodation is chargeable at Rs. 2000 per person for the entire duration of the event i.e. four days starting from the day of the Inauguration Ceremony to the last day of the fest. The same will be payable in cash and in full upon arrival of the Team at the Host Institute.
- d. If the Team is part of a contingent representing their university/institute in the cultural fest, 'Symbhav', the same shall be communicated to the Competition Organizers.
- e. In case of any doubts or clarifications regarding accommodation, the Hospitality Policy for Symbhav 2016 can be referred to or an email can be sent to symbhavadr@gmail.com.

VII. MEMORIALS

- a. The Memorial must be emailed in MS Word format and PDF format to symbhavadr@gmail.com by 11:59pm IST on February 23, 2016. Teams are also required to submit six printed copies of the Claimant and Respondent memorials each on the first day of the Competition.

Note: For every hour delay in the memorial submission from the prescribed time of submission, one mark shall be deducted. Any memorial submitted 12 hours after the time prescribed above will not be accepted.

- b. Each participating Team must prepare one Claimant Memorial and one Respondent Memorial.

- c. All Memorials must be in English, and must be printed single-side on A4 size sheets, with equal margins of at least one inch on all sides.
- d. The text font for the main body must be Times New Roman, size 12, with 1.5 line spacing.
- e. The text font for the footnotes must be Times New Roman, size 10, with 1.0 line spacing.
- f. Character spacing should not be condensed in any manner.
- g. The Memorial must contain all of, and only, the following components:
 - 1. Cover page;
 - 2. Table of Contents;
 - 3. Table of Abbreviations;
 - 4. Index of Authorities;
 - 5. Statement of Jurisdiction;
 - 6. Statement of Facts;
 - 7. Issues Raised;
 - 8. Summary of Arguments;
 - 9. Arguments Advanced;
 - 10. Prayer.
- h. The Cover Page must be printed on blue paper for the each Claimant memorial, and Red paper for each Respondent memorial. The Cover Page of each memorial must contain the following information:
 - 1. The Team Registration code in the upper right-hand corner, followed by an “C” for the Claimant Memorial, or an “R” for the Respondent Memorial. For example, Team 21 would put the code “21C” in the upper right-hand corner of its Claimant Memorial;
 - 2. The name of the forum before which the proceedings are being conducted;
 - 3. The year of the Competition;
 - 4. The name of the case;

5. The title of the memorial (either “Memorial for Claimant” or “Memorial for Respondent”).

i. Memorial will be evaluated for the total of 100 marks as under:

S. No.	Marking Criteria	Marks Allocated
1.	Proper cause title, statement of jurisdiction and presentation of questions	5+5+10
2.	Interpretation of facts	15
3.	Application of relevant law to the case	15
4.	Coherent and logical written arguments advanced	20
5.	Logical use of case law	20
6.	Legality of Reliefs prayed for	10
	Total	100

- j. In case of a tie in the rankings during pleadings, memorial evaluation will be considered to identify the team scoring a higher rank.
- k. There will be an exchange of memorials between the team prior to the oral pleadings round except in case of preliminary rounds, where the exchange of memorials will be done on the day of the Orientation.
- l. The Statement of Facts must be a concise statement of the relevant facts and it should not exceed two pages.
- m. The Summary of Pleadings should contain a summary of the substance of the substance of the arguments, and should not be a mere reproduction of the various headings and sub-headings of arguments. They should exceed two pages.
- n. The Arguments Advanced along with the Prayer should not exceed 30 pages.

- o. Footnotes must not include running footnotes and must be a limited to the citations. Also, a consistent format of citations must be followed.
- p. Teams are required to submit six printed copies of the Claimant and Respondent memorials each when they arrive for the competition.
- q. Not following the instructions regarding Memorials in these Rules will lead to the following penalties (per judge):
 - 1. *Use of incorrect font, font size, line spacing, page margins, page size*: 3 marks for every page on which there is a violation;
 - 2. *Failure to include a specified component in the Memorial as per rule 8.3*: 5 marks for every component;
 - 3. *Length of the Summary of Pleadings or Pleadings/Arguments Advanced*: 3 marks for every page in excess of the prescribed limit;
 - 4. *Violation of anonymity*: Disqualification.
 - 5. *Failure to include the prescribed information on the Cover Page/ Placement of additional information on the Cover Page*: 1 mark per piece of information;
- r. Point deductions will be subject to a cap of 15 marks per judge per memorial. In no case will a team be penalized by more than 15 marks per judge per memorial. This deduction is independent of the deduction for late submission of memorials.

VIII. COMPETITION FORMAT AND PROCEDURE

The Competition shall consist of Preliminary Rounds and Advanced Rounds. Each team shall argue in 2 Preliminary Rounds: once as Claimant and once as Respondent. The Advanced Rounds shall, unless otherwise specified, consist of three knock-out rounds – the Quarter-Finals, Semi-Finals and the Final.

Oral Arguments

The Preliminary Rounds:

- a. There will be two preliminary rounds to ensure that each team is given the opportunity to argue from both sides of the proposition.

- b. The Preliminary Rounds shall consist of **20 minutes** of arguments from each side. The argument shall be in English language. The 20 minutes allotted to each side shall be inclusive of the time for rebuttal and sur-rebuttal. The rebuttal/sur-rebuttal is a matter of discretion of the judge and it cannot be claimed as a matter of right.
- c. The advancement to the Quarter-Finals shall be as follows:
 - i. The teams shall be ranked on the basis of the number of wins secured in the Preliminary Rounds. In case where two or more teams have the secured same number of wins, the Team having higher memorial marks in the Preliminary Rounds shall be ranked higher.
 - ii. In case where two or more teams have secured same number of wins and also the same memorial marks, the team with the higher cumulative oral rounds marks shall be ranked higher.
 - iii. In case where two or more teams have the same number of wins, the same memorial marks and also the same cumulative oral rounds marks, then the team with the higher gross memorial score i.e. the score of the memorial without deducting the penalty shall be ranked higher.
 - iv. Memorial marks will be added to the scores of both the preliminary rounds.

Quarter-Final Rounds:

- a. The eight qualifying teams shall have to argue the case only from one side against the other team.
- b. The side from which the team shall argue and the opposition team shall be decided through draw of lots conducted prior to the Quarter-Final Rounds.

The Semi-Final Rounds:

- a. The teams qualifying for the Semi-Final Round shall have to argue the case from one side against the other team. The side from which the team shall argue and the opposition team shall be decided through draw of lots conducted prior to the Semi- Final Rounds.
- b. Two teams will be qualifying for the Finals on the knock out basis.

The Finals:

- a. The teams shall be assigned sides by draw of lots.
- b. The team, which scores higher marks in the final round, shall be declared as the Winner. The other team shall be declared as the Runner –Up.
- c. The decision of the judges presiding over final round shall be conclusive. The same shall be binding on all the participating teams & Organizers.
- d. The winner of the Final Round will be declared the “Winning Team”, while the losing finalists will be declared the “Runners-Up”.

IX. AWARDS

WINNERS: TROPHY + CASH PRIZE – Rs. 15, 000

RUNNERS UP: CASH PRIZE – Rs. 10,000

BEST SPEAKER: CASH PRIZE – Rs. 5,000

X. MISCELLANEOUS

- a. No member of any team or any individual connected with any team will be permitted to hear the arguments in any court room in which that team is not one of the contesting teams whilst that team is still in the competition. The Organizers shall take strict action, including disqualification from the competition, against any team found to be scouting through a team member or through any other means.
- b. All Participants are expected to maintain decorum in Court during the rounds of the competition and are expected to conduct themselves in a manner befitting the legal profession.
- c. The Organizers reserve the right to take appropriate action for any unethical, unprofessional and immoral conduct.
- d. The Organizers decision as regards the interpretation of rules or any other matter related to the competition will be final.
- e. If there is any situation which is not contemplated in the rules, the Organizers decision on the same shall be final.

- f. The Organizers reserve the right to vary, alter, modify, or repeal any of the above rules if so required and as they may deem appropriate.

XI. CONTACT DETAILS

- Shinjini Lama: +91-9421947173
- Karthik Kumar : +91-9503423308

Email Address: symbhavadr@gmail.com



**ADV. RAM JETHMALANI – SYMBIOSIS NATIONAL
ARBITRATION COMPETITION, 2016**

COMPROMIS

Mr. Raturi was born in a family of businessmen and was the heir to a group of companies called the RR Group of Companies all of them incorporated in USA. In the year 2006 he became the Chairman and the CEO of all the companies within the Group. RR Foods and Beverages Ltd. (hereinafter referred to as “**RFB**”) was one of the companies of the Group and the highest profit making company of the group due to the growth in the said industry.

Parikrama Foods Co. Ltd. (hereinafter referred to as “**Parikrama**”) was incorporated on 18 June, 2006 by the family of Dr. Shetty in India. Dr. Shetty, a scientist, in late 2011 had come up with a unique kind of instant noodles which, that were completely organic and registered it as Ramyanjali Noodles. While Dr. Shetty had the means and knowledge to manufacture the instant noodles, he lacked the knowledge and means to produce the requisite preservatives to be used with Organic Ramyanjali noodles.

Mr. Raturi sensing the huge business potential in India in the instant noodles sector decided to venture into the same in early 2012 and flew to India to negotiate a plan and business proposal with Dr. Shetty. After a series of fruitful negotiations on 20th September 2012, RFB and Parikrama entered into an agreement whereby Mr. Raturi would supply the preservatives to be used with the Ramyanjali noodles and the profit would be shared equally between the two companies. The detailed Manufacture and Supply Agreement (hereinafter referred to as “**MSA**”) was executed on 21st September 2012 (Annexure I).

From 1 January, 2013, RFB commenced supplying the parts and components to Parikrama in terms of the MSA. Payments for the parts and components, in terms of the MSA were required to be made by Parikrama within 21 days from the date of the invoice that was raised by RFB.

The process of supply and manufacture went about smoothly during the terms of the Agreement. At the same time, Parikrama also began making plans for indigenizing the manufacture of preservatives. Scientists from RFB came from time to time to supervise, inspect and train the scientists of Parikrama and a huge amount of indigenization took place. In fact by November 2014, the requisite preservatives were manufactured locally either by Parikrama itself or through local vendors, Parikrama had identified.

Nevertheless, Parikrama continued to rely on RFB for the parts and components in terms of the MSA. This was owing to the high excise duty that was levied on the parts and components in India which were locally manufactured and that the same would reduce the profit margins of Parikrama.

On 25th December 2014, Dr. Shetty in keeping with the practice for the last 5 year telephoned Mr. Raturi on Christmas Eve and while wishing him a Merry Christmas asked Mr. Raturi to continue to supply the preservatives for six more months and also proposed to pay for the supply within seven days of receipt of preservatives.

Dr. Shetty therefore sought the indulgence of Mr. Raturi given the business relationship that they had built in the last many years. Mr. Raturi was highly displeased with this suggestion and was not amenable to the same. He indicated that this pattern would affect the royalty payments that were due to RFB under the Agreement.

However, after much persuasion by Dr. Shetty, Mr. Raturi agreed to supply the parts and components as per the pricing mechanism under the Agreement for a maximum period of 6 months, until 30 June, 2015. Mr. Raturi made it clear that he was not obliged to do any of these acts and was well within his rights to require Parikrama to manufacture the preservatives indigenously. Dr. Shetty did not object to the same. He further said that the payments from Parikrama to RFB should be made immediately upon delivery and in any event within 7 days from the date of RFB raising the invoice. Dr. Shetty, while expressing his gratitude, indicated that as opposed to sending monthly business plans, he would send a consolidated business plan till 30 June, 2015 so that it would facilitate the manufacturing process of RFB as well.

On 31 January 2015 the preservatives were received by Parikrama; however the payment for the same was not done by Parikrama to RFB even till April 10th 2015. The defaults continued for

payments for the month of February and March. Simultaneously, RFB began to face an excessive demand from its other customers of preservatives.

On 12th April, 2015, Mr. Raturi addressed an email to Dr. Shetty indicating that since RFB was facing an acute shortage of preservatives, due to demand from other customers, he would suspending the supply of the same forthwith to Parikrama. He further put on notice the fact that Parikrama was in breach of the terms of the payments and that in the event that the payments for the months of January, February and March, 2015 were not made within 7 days, he would consider the same a breach of the terms as agreed between them, forthwith suspend all supplies and terminate the MSA.

On 13 April, 2015, Dr. Shetty addressed an email to Mr. Raturi stating that RFB's sudden stance of ceasing supplies was itself a breach of the terms of the MSA as entered into by Parikrama and RFB in September, 2012. Further, Dr. Shetty indicated that Mr. Raturi was not entitled to suspend all supplies over non - payment since under the MSA, any termination would have to be only after a period of 21 days if Parikrama failed to cure the default on the delay of payments.

Mr. Raturi on 13th April, 2015 responded to the email of Dr. Shetty stating that since the payment terms of the MSA had been amended, in terms of what had been agreed to on 25 December, 2014, the payments were due and payable within 7 days and not 21 days. In any event, Mr. Raturi further indicated that he was not obligated to supply any preservatives to Parikrama. He merely agreed to '*assist*' Dr. Shetty and that the same had no legal or binding obligation.

Dr. Shetty responded to the email of Mr. Raturi on 15th April, 2015 arguing that the MSA had indeed been amended by virtue of the agreement reached by them on 25 December, 2014 and therefore, in terms of the same, RFB was obliged to supply to Parikrama the preservatives till June, 2015.

RFB is planning to approach the court for collection of payment for preservatives as well as the royalty due under the agreement. Parikrama upon receipt of notice for payment from RFB have invoked the arbitration clause.

Mr. Mehra, the Sole arbitrator decided upon by the parties in the MSA after the invocation of the said arbitration clause, commenced the arbitration proceedings and issued a procedural order no. 1 [Annexure 2]. After the issuance of the Procedural order and before the arbitration hearing, Dr.

Shetty found out that Mr. Mehra was a classmate of Mr. Raturi and both had been the Vice Presidents for their college's Students Council and had closely worked with him for organising various events including their college festival Sambhava.

Parikrama claimed before the forum that the suspension of supply of preservatives by RFB is a breach of the terms of the MSA. It also raised a claim of partiality of the arbitrator. RFB submitted that the issue was to be raised before the Maharashtra courts and that the arbitral tribunal was incompetent to adjudicate upon the matter.

ANNEXURE I

PRINCIPAL TERMS AND CONDITIONS OF THE CONTRACT BETWEEN RR FOODS AND BEVERAGES LTD.
AND PARIKRAMA FOODS CO. LTD.

1. This Contract is concluded by *RR Foods and Beverages Ltd.* as the “**Buyer**” and *Parikrama Foods Co. Ltd.* as the “**Seller**” for supply of preservatives for manufacture of Ramyanjali Noodles.
2. Buyer would provide to Seller a “Business Plan” for every calendar month during the last week of the preceding calendar month indicating Buyer's target. The first batch of supply would commence from 1st January 2013.
3. Seller would raise invoices on Buyer on a quarterly basis for the parts and components supplied by it.
4. In the event of Buyer's delaying payments that lasted in excess of 90 days, Seller was at liberty to terminate the MSA after providing Buyer a cure period of 21 days;
5. Buyer would be a wholly self-sufficient entity and would not rely on Seller for the supply of preservatives. Thus the obligation of Seller to supply parts and components to Buyer would cease on 31 December, 2011.
6. In the event of successfully indigenizing parts and/ or components prior to 1 January, 2012, Buyer was at liberty to notify Seller, at the time of sending the business plan for a month, as to the discontinuance of the supply any parts and/ or components;
7. Subsequent to the indigenization, Buyer would be required to pay a royalty of 15% per annum of its gross sales to Seller.

8. The MSA could be amended by the parties by mutual consent and wasn't required to be in writing;
9. The MSA would be valid in perpetuity, subject to the termination clause contained in it owing to the default of Buyer to make payments.
10. **Governing Law:** This Agreement shall be interpreted and construed in accordance with the laws of India.
11. **Dispute Resolution:** (a) Decision of an empowered committee comprising of one adjudicator shall be final, binding and conclusive on parties to this Agreement upon all questions and issues relating to the meaning, scope, instructions, claims, right or matters of interpretation of and under this Agreement.

(b) The parties shall endeavour to amicably resolve the above mentioned issues.
12. **Jurisdiction:** All disputes touching upon the subject matter of the agreement shall be subject to the jurisdiction of Maharashtra courts.

ANNEXURE II

In pursuance of the Arbitration Clause in the MSA dated 1st February, 2015 between Parikrama and RFB, I hereby accept appointment as the sole arbitrator and commence the arbitration proceedings. I invite you for the proceedings to be conducted in Symbiosis Law School, Pune from 26th – 28th February, 2016. The proceedings would be conducted in English.



**ADV. RAM JETHMALANI – SYMBIOSIS NATIONAL
MEDIATION COMPETITION, 2016**

RULES & REGULATIONS

I. TEAM COMPOSITION

- Each team shall consist of **three participants** only.
- The three participants shall be from any of the 3 year or 5 year LLB course.
- Teams may not be altered after registration

II. REGISTRATION

- The Teams are required to pay an amount of Rs. 600/- (Six Hundred Only) payable via Demand Draft in favour “*Director, Symbiosis Law School, Pune*” to the Competition Organisers as a confirmation of participation in the Competition. This amount is exclusive of the accommodation cost, which will have to be paid on a separate basis by the members of the Participating Team.

III. ACCOMMODATION

- The cost of accommodation is Rs. 2000 per person for the entire duration of the event i.e. four days starting from the day of the Inauguration Ceremony to the last day of the fest. The same will be payable in cash and in full upon arrival of the Team at the Host Institute.

IV. ROUNDS

- There shall be three **Preliminary Rounds**. In each a different team member must be the Mediator and Advocate and client.
- Top four teams as per the cumulative score of Preliminary Rounds shall qualify for the **Semi-Final Rounds**

- One team from each mediation simulation of Semi- Final rounds will qualify for **Final Round**.

V. COMPETITION FORMAT

- In each mediation round, the team has its members assigned to perform as
 - Mediators (2)
 - Client
 - Client's Advocate
- An individual mediation brings together performers from four different teams each representing a different college or university.
- Each mediation session commences with the Co-Mediator's Opening Remarks. The time for opening remarks is limited to four minutes. The Co-Mediator's decide who shall speak first or allocate between them the points to be made.
- Each advocate then shall make opening statements, after which, one of the Co-Mediators will do a first caucus with the Claimant and the other with the Defendant. The Co-Mediator who observes while the other does the caucus shall be afforded an opportunity to clarify issues presented in the caucus. Upon completion of the first caucus, the Co-Mediators shall proceed using the caucus or conference format

Caucuses

During each Mediation Session the Mediator and the Competing Teams have the right to call for Caucuses in accordance with the following provisions;

- During any caucus, the Mediation Session Supervisor and Competition Team or Members of Competing Teams not part of Caucus shall leave the room. The Judges, Coaches, other Team members, and all observers will remain in the room unless.
- Caucuses can take place between the Mediator and both members of a Competing Team (a Caucus);
- Caucuses can also take place between the Mediator and either the Counsel from both Competing Teams or the Clients from both Competing Teams (a Cross-Caucus);
- The Mediator may call for one Caucus with each of the Competing Teams during a Mediation;

- Each Competing Team has the right to call for one Caucus and for one Cross Caucus during a Mediation;
- The Mediator may call for one Cross-Caucus with the Counsel from each Competing Team and one Cross-Caucus with the Clients from each Competing Team during a Mediation;
- Competing Team members who are not participating in a Caucus may talk to each other outside the room during a Caucus.

VI. LAWS APPLICABLE

The problems shall be broadly based on but not completely limited to the following laws and participants are expected to have knowledge of any other ancillary laws and procedures:

- a. Contracts & Property Laws
- b. Mergers & Acquisitions
- c. Corporate Laws
- d. Family Laws

VII. AWARDS

- WINNERS: TROPHY + CASH PRIZE – Rs. 10, 000
- RUNNERS UP: CASH PRIZE – Rs. 5000

VIII. CONTACT DETAILS

- Akanksha Dutta: +91 – 7798160689
 - Sameer Avasarala +91- 9970014124
- Email Address: symbhavadr@gmail.com



**ADV. RAM JETHMALANI – SYMBIOSIS NATIONAL
NEGOTIATION COMPETITION, 2016**

RULES & REGULATIONS

I. TEAM COMPOSITION

- Each team shall consist of **two participants** only.
- The three participants shall be from any of the 3 year or 5 year LLB course.
- Teams may not be altered after registration
- **Cross Teams** are allowed and would mean a team of 2 (two) **Eligible Participants** from two different institutes/universities who wish to register for the **Competition** as one **Participating Team**.

II. REGISTRATION

The Teams are required to pay an amount of Rs. 600/- (Six Hundred Only) payable via Demand Draft in favour of “*Director, Symbiosis Law School, Pune*” to the Competition Organisers as a confirmation of participation in the Competition. This amount is exclusive of the accommodation cost, which will have to be paid on a separate basis by the members of the Participating Team.

III. ACCOMMODATION

The cost of accommodation is Rs. 2000 per person for the entire duration of the event i.e. four days starting from the day of the Inauguration Ceremony to the last day of the fest. The same will be payable in cash and in full upon arrival of the Team at the Host Institute.

IV. COMPETITION FORMAT

▪ **General**

- Team codes will be allotted to the **Participating Teams** upon their arrival at the **Host Institute** before commencement of the **Competition** and shall remain the same till the

completion of the **Final Round**.

- **Time Limit** stated in Rule 4.2.6, Rule 4.3.4 and Rule 4.4.4 is exclusive of any extensions that may be granted by the judges at their discretion.
- The **Negotiation Simulations** should be construed in a reasonable manner and any interpretations made by the **Participating Teams** should only be limited to drawing rational inferences. Excessive interpretation and creation of new facts by the **Participating Teams** will attract a penalty as stated in Rule 8.5 below. Clarifications, if any, associated with a **Negotiation Simulation** should be immediately sought by a **Participating Teams** from the **Competition Organisers**. In case of any doubts, the interpretation supplied by the **Competition Organisers** shall remain the official interpretation of a **Negotiation Simulation**.
- The official language of the **Competition** shall be English.
- The dress code to be followed by the members of the **Participating Teams** shall be Western formals.
- The Event Schedule shall be separately mailed to the registered **Participating Teams** by the **Competition Organisers**.
- The **Participating Teams** will be evaluated by the judges based on the following criteria in the **Preliminary Rounds** and the **Semi Final Rounds**:

Particulars	Max. Marks
Opening Statement	10 marks
Team Co-ordination	10 marks
Knowledge of Law	10 marks
Recognition of Key Issues of Dispute	10 marks
Establishment of Relationship with Opposite Party	10 marks
Consideration of Best Interest of Party	15 marks
Originality and Workability of Suggested Solutions	15 marks

Post- Negotiation Analysis Statement	10 marks
Response to Questions	10 marks
Total	marks

▪ **Preliminary Rounds**

- The 32 (thirty-two) **Participating Teams** will be divided into 4 (four) pools of 8 (eight) **Participating Teams** each by a draw of lots and 4 (four) chambers will be allotted corresponding to the 4 (four) pools.
- A separate draw of lots will determine the side/party which a **Participating Team** will represent in the **Negotiation Simulation** in their respective chambers.
- Each chamber and pool will have a different topic for the **Negotiation Simulation**.
- The four **Negotiation Simulations** for the **Preliminary Rounds** of the **Competition** shall be mailed to the registered **Participating Teams** on **February 14, 2016**. Each of these **Negotiation Simulations** shall be based upon the following four different areas of law:
 - Law of Contracts;
 - Competition Law;
 - Intellectual Property Rights;
 - Income Tax Law.
- The **Preliminary Rounds** will have a **Time Limit** of 40 (forty) minutes for conclusion of a **Negotiation Session**.
- 25 (twenty-five) minutes will be allotted to both the **Participating Teams** together to conclude their deliberations. The first 5 (five) minutes of these deliberations shall require one member from each team to deliver opening statements for 2:30 minutes (two minutes and thirty seconds) each. The **Participating Teams** shall be allotted 5 (five) minutes to deliver their **Post-Negotiation Analysis** statements, which duration shall be divided equally between the two teams. Appropriateness and relevance of the content shall be evaluated and marked by the judges.
- The remaining 10 (ten) minutes shall be reserved for a question-answer session with

the judges. These questions may be put to the **Participating Team** or individual members of such team. The nature of the questions could be principle-based or those pertaining to legal knowledge on the area of law that the problem deals with. The **Participating Teams** shall be marked for the preciseness, correctness and relevance of the responses to the judges' questions.

- A minimum of 1 (one) and a maximum of 2 (two) judges will judge the **Preliminary Rounds** and adjudicate the **Participating Teams**.
- The top 2 (two) ranked **Participating Teams** in the **Preliminary Rounds** from each chamber will advance to the **Semi Finals**, and for the purpose of advancement into the next round, the win/loss result of a team will not be of consequence.
- **Semi Final Rounds**
 - The 8 (eight) **Participating Teams** that qualify for the **Semi Final Rounds** will be divided into 2 (two) pools of 4 (four) **Participating Teams** each by a draw of lots and 2 (two) chambers will be allotted corresponding to the 2 (two) pools.
 - A separate draw of lots will determine the side/party which a **Participating Team** will represent in the **Negotiation Simulation** in their respective chambers.
 - The **Semi Final Rounds** will feature the negotiation of a bilateral international trade or investment treaty, and the **Negotiation Simulation** for the same shall be provided to the **Participating Teams** qualifying for the **Semi Final Rounds** at the time of declaration of results of the **Preliminary Round**. However, the **Privileged Information** (if any) shall be provided 1/2 (half) hour prior to the commencement of the **Semi Final Rounds**.
 - The **Semi Final Rounds** will have a **Time Limit** of 60 (sixty) minutes for conclusion of a **Negotiation Session**.
 - 30 (thirty) minutes will be allotted to both the **Participating Teams** together to conclude their deliberations. Each **Participating Team** will be allotted 5 (five) minutes to deliver their opening statement before the commencement of the 30 (thirty) minute duration and shall be allotted 5 (five) minutes each to deliver their **Post-Negotiation Analysis** statement at the end of the aforementioned period. Appropriateness and relevance of the content shall be evaluated and marked by the judges.
 - The remaining 10 (ten) minutes shall be reserved for a question-answer session with

- the judges. These questions may be put to the **Participating Team** or individual members of such team. The nature of the questions could be principle based or those pertaining to legal knowledge on the area of law that the problem deals with. The **Participating Teams** shall be marked for the preciseness, correctness and relevance of the responses to the judges' questions.
- A minimum of 1 (one) and a maximum of 2 (two) judges will judge the **Semi Final Rounds** and mark the **Participating Teams**.
 - The top ranked **Participating Team** in the **Semi Final Rounds** from each chamber will advance to the **Finals**.
- **Final Round**
- The **Final Round** shall comprise of the 2 (two) **Participating Teams** that qualify from their respective chambers in the **Semi Final Round**.
 - A draw of lots will determine the side/party which the **Participating Teams** will represent in the **Negotiation Simulation**.
 - The **Final Round** will feature the negotiation of a commercial contract, and the **Negotiation Simulation** for the same shall be provided to the 8 (eight) **Participating Teams** qualifying for the **Semi Final Round**. The contract to be negotiated shall be provided for perusal to the qualifying teams at the time of declaration of results of the **Preliminary Rounds**. However, the **Privileged Information** for each of the teams shall be provided 1 (one) hour prior to the commencement of the **Final Round** to only the 2 (two) qualifying teams.
 - The **Final Round** will have a **Time Limit** of 100 (one hundred) minutes for conclusion of the **Negotiation Session**.
 - 60 (sixty) minutes will be allotted to both the **Participating Teams** together to conclude their oral deliberations, which is inclusive of 5 (five) minutes allotted to each **Participating Team** to deliver the opening statement. The **Participating Teams** will be allotted 20 (twenty) minutes to collaborate and to alter/modify the draft of the commercial contract so as to incorporate the changes as agreed upon in the **Negotiation Session**, and the same will have to be submitted for evaluation by the judges. Lastly, each participant of the **Participating Teams** will be allotted 5 minutes (five) to deliver the **Post-Negotiation Analysis** statement. Appropriateness and relevance of the

- content shall be evaluated and marked by the judges.
- A minimum of 2 (two) and a maximum of 3 (three) judges will judge the **Final Round** and mark the **Participating Teams**.
 - The top ranked **Participating Team** in the **Final Round** will be adjudicated as the winner of the **Competition**.
- **Anti-Scouting Policy**
 - **Scouting** in all forms is strictly prohibited. Members or persons affiliated with a **Participating Team** will not be allowed to observe the **Negotiation Sessions** of any other team(s).
 - Chamber rooms will be sealed after the commencement of rounds, and no observers representing, or affiliated to a **Participating Team** will be permitted.
 - The teams are also discouraged from contacting an external source after the disclosure of the problem. The strategy and ideas of the teams must be purely original.
 - **Scouting**, or deemed **Scouting** shall result in immediate disqualification of a **Participating Team** as per Rule 8.4 and any decision of the **Competition Organisers** in this regard shall be final and binding upon a **Participating Team**.
 - The eliminated **Participating Teams** shall be allowed to observe the **Semi Final** and the **Final Rounds**, however, after the commencement of the rounds, the chambers shall be sealed and such teams shall not be allowed to leave the chambers.
 - **Penalties and Disqualifications**
 - The Rules governing the conduct of the **Participating Teams** in the **Competition** should be strictly adhered to and any deviation thereof can attract **Penalties** or **Disqualification** at the sole discretion of the **Competition Organisers**.
 - Before imposition of a **Penalty** or **Disqualification**, a disciplinary hearing may be conducted for a **Participating Team**, if determined by the **Competition Organisers** to be required, at their sole discretion.
 - Only the allotted team codes should be quoted at the time of communicating with the judges, and the identity of the members of the **Participating Teams** or the name of their institute should not be disclosed to the judges at any time during the course of the **Competition**. Similarly, wearing of any visible and distinguishable badges/cards by any member of the **Participating Team**, which has the potential to disclose their

identity or the identity of their institute or city to the judges is prohibited. Only the identity cards/badges provided by the **Competition Organisers** should be worn at all times by the **Participating Teams** during the course of the **Competition**.

V. LAWS APPLICABLE

The problems shall be broadly based on but not completely limited to the following laws and participants are expected to have knowledge of any other ancillary laws and procedures:

Contracts	Intellectual Property Rights
Sale of Goods	Writs
Torts	Consumer Protection
Criminal Law	Arbitration and Mediation
Specific Relief	Procedural laws

VI. JUDGING CRITERIA

- **Alternative Courses of Action**: Consistent with the analysis of the client's problem, developed a set of potentially effective and feasible alternatives, both legal and non-legal.
- **Client's Goals and Expectations**: Learned the client's goals and initial expectations; modified or developed them as necessary
- **Client's Informed Choice**: As appropriate, assisted the client in his or her understanding of problems and solutions and in making an informed choice, taking potential legal, economic, social psychological consequences into account.
- **Description of the Problem**: Learned how the client viewed his or her situation, using a combination of listening and questioning, drawing out both information and emotions of the client, as appropriate, to develop a reasonably complete and reliable description of the problem.
- **Effective Conclusion**: Concluded the interview skillfully and left the client with a feeling of reasonable confidence and understanding, with appropriate reassurance, and with a clear sense of specific expectations and mutual obligations to follow.
- **Moral and Ethical Issues**: Recognised, clarified and responded to any moral or ethical issues which may have arisen, without being prejudicial in judgments.

- **Overall Rating**: Synthesising the above criteria as relevant in an overall rating, how do you rate the client counseling?
- **Post-Interview Reflection**: During the follow up phase, gave evidence of having recognised their own and the client's feelings, the strengths and limitations of their interviewing and counseling skills, their handling of the substantive aspects of the client's problems (legal and non-legal), provided for an effective follow-up.
- **Problem Analysis**: Analysed the client's problem with creativity and from both legal and non-legal perspectives, resulting in a clear and useful formulation of the problem.
- **Teamwork**: As collaborating counselors, worked together as a team, with flexibility and an appropriate balance of participation.
- **Working Atmosphere and Professionalism** : Established the beginning of an effective professional relationship and working atmosphere and, if and when appropriate, oriented the client to the special nature of the relationship, including confidentiality, explanation of fees and responding to client's concerns, mutual obligations and rights, duration and plan of the consultation, etc., in a courteous, sensitive and professional manner.

VII. AWARDS

- WINNERS: TROPHY + CASH PRIZE – RS. 10, 000
- RUNNERS UP: CASH PRIZE – RS. 5000



**ADV. RAM JETHMALANI – SYMBIOSIS NATIONAL CLIENT
COUNSELLING COMPETITION, 2016**

RULES & REGULATIONS

VIII. TEAM COMPOSITION

- Each team shall consist of **three participants** only.
- The three participants shall be from any of the 3 year or 5 year LLB course.
- Teams may not be altered after registration

IX. REGISTRATION

The Teams are required to pay an amount of Rs. 600/- (Six Hundred Only) payable via Demand Draft in favour of “*Director, Symbiosis Law School, Pune*” to the Competition Organisers as a confirmation of participation in the Competition. This amount is exclusive of the accommodation cost, which will have to be paid on a separate basis by the members of the Participating Team.

X. ACCOMMODATION

The cost of accommodation is Rs. 2000 per person for the entire duration of the event i.e. four days starting from the day of the Inauguration Ceremony to the last day of the fest. The same will be payable in cash and in full upon arrival of the Team at the Host Institute.

XI. ROUNDS

- The competition shall consist of three rounds namely the Preliminary Rounds, Semi-Final Rounds and the Final Round.
- There shall be one **Preliminary Rounds**.
- Top four teams as per the Preliminary Rounds shall qualify for the **Semi-Final Rounds**.
- Top two teams as per the Semi-Final Rounds shall qualify for the **Final Round**.

XII. COMPETITION FORMAT

- Each team will participate in only one Counseling Session.
- Each Counseling Session is divided into three parts:
 - Consultation
 - Post-Consultation
 - Critique
- CONSULTATION:
 - The consultation period shall be for **16 minutes**.
 - The time period is meant to be used for *inter alia* consultation with the client during which participants are expected to elicit the relevant information, outline the problem, find the clients expectations and propose a solution or other means of resolving the problem.
 - During the consultation and post-consultation, the team may use books, notes and other materials. The team may also use office props (Dictaphones, Files, desktop, furnishings, bookshelves etc.) and any other material to furnish their consultation room or for other relevant purposes.
 - The time period is to be strictly adhered to but the judges may, in case of any reasonable circumstances provide an extra one minute to the team after which the client would necessarily leave and the post-consultation period would begin
 - If the extended consultation session allowed an opportunity for a team to gather more information than other teams, this circumstance should be taken into consideration by the judges in making their decision.
 - Judges may, in their discretion, penalize teams that allow the interview session to run longer than the stipulated time period.
- POST CONSULTATION
 - In the post-consultation period the participants may talk to each other loudly so as to be audible to the judges or may indirectly address them in any other manner.

- Participants may summarise the interview, indicate the scope of the legal work to be undertaken, and state the legal issues that should be researched. Explanation of the position or attitude taken by the students may be useful.
 - If participants feel that some documents are appropriate, like a letter to the client confirming their retention as attorneys, the fee arrangement etc, or a letter to opposing counsel or to the party with whom the client is having their legal problems etc., they may dictate such a document at the post consultation stage.
 - The time period for post-consultation is **5 minutes**.
 - At the completion of the time period of Post-Consultation the judges shall stop the participants or signal them to stop in an obvious manner. *Failure of the participants to comply with the above rule will attract negative marking.*
- CRITIQUE
 - After the completion of the Post-Consultation period the judges may question the participants on matters deliberated upon or mentioned by the participants or the client during the consultation of post-consultation period.
 - The judges may ask any question which they consider material and questions meant to test the participants understanding of the facts and/or law applicable or applied by the participants in the case.
 - The time period for this session is 3 minutes and the judges may extend it by another 2 minutes at their discretion.

XIII. LAWS APPLICABLE

The problems shall be broadly based on but not completely limited to the following laws and participants are expected to have knowledge of any other ancillary laws and procedures:

Contracts	Intellectual Property Rights
Sale of Goods	Writs
Torts	Consumer Protection
Criminal Law	Arbitration and Mediation
Specific Relief	Procedural laws

XIV. JUDGING CRITERIA

- **Alternative Courses of Action**: Consistent with the analysis of the client's problem, developed a set of potentially effective and feasible alternatives, both legal and non-legal.
- **Client's Goals and Expectations**: Learned the client's goals and initial expectations; modified or developed them as necessary
- **Client's Informed Choice**: As appropriate, assisted the client in his or her understanding of problems and solutions and in making an informed choice, taking potential legal, economic, social psychological consequences into account.
- **Description of the Problem**: Learned how the client viewed his or her situation, using a combination of listening and questioning, drawing out both information and emotions of the client, as appropriate, to develop a reasonably complete and reliable description of the problem.
- **Effective Conclusion**: Concluded the interview skillfully and left the client with a feeling of reasonable confidence and understanding, with appropriate reassurance, and with a clear sense of specific expectations and mutual obligations to follow.
- **Moral and Ethical Issues**: Recognised, clarified and responded to any moral or ethical issues which may have arisen, without being prejudicial in judgments.
- **Overall Rating**: Synthesising the above criteria as relevant in an overall rating, how do you rate the client counseling?
- **Post-Interview Reflection**: During the follow up phase, gave evidence of having recognised their own and the client's feelings, the strengths and limitations of their interviewing and counseling skills, their handling of the substantive aspects of the client's problems (legal and non-legal), provided for an effective follow-up.
- **Problem Analysis**: Analysed the client's problem with creativity and from both legal and non-legal perspectives, resulting in a clear and useful formulation of the problem.
- **Teamwork**: As collaborating counselors, worked together as a team, with flexibility and an appropriate balance of participation.

- **Working Atmosphere and Professionalism** : Established the beginning of an effective professional relationship and working atmosphere and, if and when appropriate, oriented the client to the special nature of the relationship, including confidentiality, explanation of fees and responding to client's concerns, mutual obligations and rights, duration and plan of the consultation, etc., in a courteous, sensitive and professional manner.

XV. AWARDS

- WINNERS: TROPHY + CASH PRIZE – Rs. 10, 000
- RUNNERS UP: CASH PRIZE – Rs. 5000

XVI. CONTACT DETAILS

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**ADV. RAM JETHMALANI – SYMBIOSIS NATIONAL LEGAL
QUIZ COMPETITION, 2016**

RULES & REGULATIONS

I. TEAM COMPOSITION

- Each team shall consist of **two participants** only.
- The three participants shall be from any of the 3 year or 5 year LLB course.
- Teams may not be altered after registration.
- The Host College teams are allowed to participate in the Quiz.
- Cross teams are *only* allowed if none of the members of the cross team is from the Host College.
- A maximum of four teams from the Host College can qualify for the final rounds.
- The Host College teams will not be eligible for prize money.

II. REGISTRATION

The Teams are required to pay an amount of Rs. 100/- (One Hundred Only) payable via Demand Draft in favour of “*Director, Symbiosis Law School, Pune*” or via Cash to the Competition Organisers as a confirmation of participation in the Competition. Registration may be paid via cash on the spot. This amount is exclusive of the accommodation cost, which will have to be paid on a separate basis by the members of the Participating Team.

III. ACCOMMODATION

The cost of accommodation is Rs. 2000 per person for the entire duration of the event i.e. four days starting from the day of the Inauguration Ceremony to the last day of the fest. The same will be payable in cash and in full upon arrival of the Team at the Host Institute.

IV. ROUNDS

- The competition shall consist of three rounds namely the Preliminary Rounds, Semi-Final Rounds and the Final Round.
- The use of mobile phones, tablets or any other electronic device is strictly prohibited and may result in disqualification from the event.
- The decision of the Quiz Moderator and the Quiz Master is final and binding on all participants.

V. AWARDS

- WINNERS: TROPHY + CASH PRIZE – Rs. 10,000
- RUNNERS UP: CASH PRIZE – Rs. 5000

VI. CONTACT DETAILS

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