

**KES' SHRI. JAYANTILAL H. PATEL LAW COLLEGE  
ORGANISES  
ASTRAEA, 2021**



ASTRAEA, 2021 WILL BE CONDUCTED ON *5<sup>TH</sup> AND 6<sup>TH</sup> MARCH, 2021*  
AND IT WILL CONSIST OF THE FOLLOWING EVENTS:

- 1. Arbitral Tussle**
- 2. Draftsman Prowess**
- 3. Lex Narrative**
- 4. Knack-Enact**

## **RULE BOOK**

**Professors' In-charge:**

1. Ms. Viral Dave - 9969073382
2. Ms. Shivani Mujumdar - 9970175201

**Student Co-ordinators:**

1. Janki Sampat - 7303832812
2. Ishita Gupta - 8976417795
3. Aakash Desai - 9619034453

## GENERAL RULES AND REGULATIONS

1. The National Level Inter-Collegiate Legal Fest- “*Astraea*” of KES’ Shri. Jayantilal H. Patel Law College will be held on 5<sup>th</sup> and 6<sup>th</sup> March, 2021 on video-conference platform i.e., ZOOM.
2. Only bona fide students of Law Colleges/Universities currently pursuing their full time 3 year LL.B. or 5 year LL.B. program are eligible to participate in the competition.
3. Maximum 4 students per college can participate in the competition. Limitation as to number of participants in each event shall be subject to rules and regulations of respective events.
4. Change in the team composition will not be entertained once the names are sent to the organisers.
5. The participants shall register the entries latest by 15<sup>th</sup> February, 2021.
6. The registration charges per participating college are ₹ 200/- payable through NEFT.  
Account Name - KESS SHRI. JAYANTILAL H. PATEL LAW COLLEGE  
Account Number - 03970100043277  
IFSC Code - BARB0KANDIV (Fifth character is 0 – zero)  
Bank Name - Bank of Baroda
7. The dress code for participants will be Black and White formal attire.  
The official language of the competition shall be English. Communication in any other International, national or regional language during the competition rounds shall not be permitted.
8. Participants are requested to confirm their registration on or before the commencement of the inaugural function.
9. Organisers of the event reserve the right to change any rules and regulations without prior notice.
10. Professors’ in-charge and the student co-ordinators shall extend any further assistance and information whenever sought.

## ARBITRAL TUSSLE

### Rules and Regulations:

#### **I. TEAM COMPOSITION:**

1. Each participant team shall comprise of two (2) members, wherein the two (2) members shall be designated as Counsel 1 (one) and Counsel 2 (two).
2. Each team will be given a unique team code number which will thereafter be the identity of the team and its members.
3. The teams should ensure that they do not disclose their team code to any other participants. Such disclosure shall lead to disqualification.

#### **II. STRUCTURE OF THE COMPETITION:**

1. Competition shall be conducted only by **oral submissions, no written submissions** required whatsoever.
2. The teams will be arguing from the side allotted to them via online draw of lots.
3. There shall be two Teams competing against each other in an Arbitration Chamber before the Arbitrator.
4. The Arbitration Session shall comprise of five people wherein there shall be two Counsels from each team.
5. The competition shall consist of two rounds:
  - i. Preliminary round and
  - ii. Final round.
6. The schedule, sides and team codes will be provided one day prior to the competition.

#### **III. RULES FOR ORAL SUBMISSIONS:**

1. The participants shall make sure that there is good internet connection. The Organising Committee shall not be responsible for any technical issues that arise from the side of the participants.
2. The participants should unmute their mic and switch on their video when it is their turn to present the arguments or when asked by the judge or the Arbitration Room Coordinator (ARC) to do so. The team must keep their Audios on mute until it is their turn to present or asked to do so by the judge or ARC and Videos must be kept ON during the course of proceedings.

3. The participants should not use the group text feature of the organisers' hosting platform to communicate with one another. However, they are free to use any other mode of communication.
4. In case of low connectivity or any other problem, the Speaker will have 5 minutes to solve the issue. Meanwhile, the other speaker can put forth the arguments and vice versa. For instance, if Speaker 1 is facing connectivity issues, Speaker 2 can continue with the arguments. If the speaker 1 is not able to reconnect, the team shall be marked on the basis of the arguments put forth by Speaker 2 and Speaker 1, if s/he has put forth arguments before disconnection s/he shall be marked on the basis of that arguments.
5. The Meeting ID, Password and Link to each session shall be shared with the participants before each round. The participants should only use their team code as their username while joining the meeting room. For instance, Team A- A1 for First speaker of team A and A2 for second speaker of team A and so on.

#### **IV. PRELIMINARY ROUND:**

1. The preliminary round will be conducted on 5<sup>th</sup> March, 2021 via online platform Zoom.
2. The draw of lots shall take place online a day before the event and the team has to argue as per the side allotted to/chosen by them.
3. Each team shall be given a time of 15 minutes to argue upon their sides. The Arbitration Session shall be of 30 minutes. Extension of time is permissible as per the discretion of the judges.
4. Rebuttal, Sur-Rebuttal and Question-Answer round shall be as per the discretion of the judges. Marks shall be deducted for the extension of time without the permission of judges.
5. The distribution of time between the speakers should be intimated by the team to the ARC prior to the start of the proceedings. The ARC will interrupt the proceeding in order to give reminder to each speaker at the end of the time as provided by the team. Final reminder will be given at the end of 2 minutes to each team.
6. Team securing the highest marks from each Arbitration Chamber shall qualify for the final round.
7. The participants should strictly adhere to Arbitration Chamber manners.

#### **V. FINAL ROUND:**

1. The Final round will be conducted on 6<sup>th</sup> March, 2021 via online platform Zoom.
2. The draw of lots for the Final round will take place after the declaration of results of the preliminary round.
3. Each team shall be given a time of 30 minutes to argue upon their sides. The Arbitration Session shall be of 60 minutes. Extension of time is permissible at the discretion of the judges.
4. Rebuttal, Sur-Rebuttal and Question-Answer round shall be as per the discretion of the judges. Marks shall be deducted for the extension of time without the permission of judges.
5. The distribution of time between the speakers should be intimated by the team to the ARC prior to the start of the proceedings. The ARC will interrupt the proceeding in order to give reminder to each speaker at the end of time as provided by the team. Final reminder will be given at the end of 2 minutes to each team.
6. The winner of this round shall be adjudged as the “Winner of the Competition”.

#### **VI. JUDGING STANDARDS:**

1. Opening and Closing Statement;
2. Knowledge and understanding of legal principles directly applicable to issues;
3. Logical reasoning, clarity, brevity and ingenuity of arguments;
4. Presentation, court room and video call etiquettes and advocacy skills and;
5. Time Management.

#### **VII. EXEMPLARY POWER CLAUSE:**

1. In case of any dispute arising in the interpretation of the rules or otherwise, the decision of the Organising Committee would be final and binding. The Organising Committee shall have the exclusive authority to interpret these Rules.
2. The Organising Committee shall have the power to amend, modify or revoke the provisions of the rules, either in part or in whole, subject to the feasibility, transparency and smooth functioning of the Competition.
3. Any such amendment or modification shall come into force upon the notification of such amendment or modification as the case may be.

#### **VIII. CONTACT DETAILS:**

For any queries, feel free to drop us an E-mail at [kesjplegalforum@gmail.com](mailto:kesjplegalforum@gmail.com) or contact the following Co-ordinators:

- a. Maitry Jogi: +91 7738497271
- b. Ishita Gupta: +91 8976417795
- c. Janki Sampat: +91 7303832812

## **DRAFTSMAN PROWESS**

### **Rules and Regulations:**

#### **I. TEAM COMPOSITION:**

1. Individual Participation or a team of two is allowed.
2. Participants from two different universities may also form a team.
3. The substitution of any Team Member is not allowed after the registration deadline except in extenuating circumstances and only with permission of the Organiser.

#### **II. SUBMISSION GUIDELINES:**

1. Each participant/team must submit **one Public Interest Litigation (PIL) Draft**.
2. If a participant/team wishes to submit any annexure to support his/her arguments contained in the Draft (for instance Reports, Commentaries, News Clippings, Pictures, etc.) a compendium of all the relevant annexures must be prepared and should be sent along with the memorial.
3. Any submission with any name of reference in respect of the participants shall be disqualified.
4. Any submission made after the deadline will not be considered for evaluation and shall result in the cancellation of candidature as well as forfeiture of the registration fee.
5. Substantial Plagiarism shall amount to disqualification; therefore, the Participants must not submit plagiarised content. In case the draft of two or more participants/team is found “substantially similar” to each other, both the participants/ teams shall be disqualified.
6. The last date for the submission of the PIL Draft is 1<sup>st</sup> March, 2021.

#### **III. CONTENTS OF PIL:**

1. All the drafts must be submitted in both Microsoft Word Document format (.doc/.docx) and PDF Format (.pdf) [i.e. each participant is required to send 2 files- One in MS Word format and one in PDF format].

2. The body of the submissions must be in the font “Times New Roman” with Font size 12, Line spacing of 1.5 and Justified (The Font size for the Headings can be formatted as per the choice of the participants).
3. The Footnotes shall be in Times New Roman, Font size-10, Single line spacing and Justified. Authorities shall be cited as per the 20<sup>th</sup> edition of the Bluebook. The maximum number of pages shall be 30.
4. The PIL must contain:
  - Cover Page, which should contain:
    - a. The Team code in the upper right-hand corner and
    - b. The name of the case.
  - Table of Contents
  - Table of Abbreviations
  - Index of Authorities
  - Statement of Jurisdiction
  - Facts of the Case
  - Issue(s) Raised
  - Summary of Arguments/Pleadings
  - Arguments/Pleadings Advanced
  - Prayers
  - Table of Annexures (If any)

#### **IV. JUDGING STANDARDS:**

1. Knowledge of Law and Facts of the Proposition;
2. Proper and Articulate Analysis;
3. Extent and Use of Research;
4. Grammar and Style of Writing and;
5. Correct format and Citation style.

#### **V. QUERIES:**

1. All the queries and clarifications must be sent to the official E-mail address of the organisers i.e., [kesjlegalforum@gmail.com](mailto:kesjlegalforum@gmail.com) and the subject of the E-mail must be read as “PIL DRAFTING COMPETITION QUERY”.
2. Only queries sent through the E-mail shall be entertained.

## **LEX NARRATIVE**

### **Rules and Regulations:**

#### **I. SUBMISSION GUIDELINES:**

1. The write-up shall not exceed One Thousand (1000) words.
2. The language of the write-up must be in *English only*.
3. Allotted time: *60 minutes*
4. The body of the submissions must be in the font “Times New Roman” with font size 12, Line spacing of 1.5 and Justified.
5. The content should be fresh, creative and authentic.
6. Any tale/write-up containing abusive, discriminatory or sexually explicit, libelous material will lead to disqualification.
7. The participants must E-mail the write up on the college E-mail address: ‘kesjlegalforum@gmail.com’ in PDF Format (.pdf) with the subject of the E-mail as “Lex Narrative-Title of the topic, Team Code\_”.
8. The decision of the judges shall be final and binding.

#### **II. JUDGING STANDARDS:**

1. Creativity;
2. Vocabulary;
3. Legal Knowledge;
4. Linkage and;
5. Narration.

## **KNACK-ENACT**

#### **I. SUBMISSION GUIDELINES:**

1. The time limit for the video is 3 minutes.
2. The participants must E-mail their video on the college E-mail address:



'[kesjplegalforum@gmail.com](mailto:kesjplegalforum@gmail.com)' with the subject of the E-mail as "Knack-Enact-Title of the topic, Team Code\_\_".

3. Participants have to select a desired topic from the given topics and have to put forth a humorous act in it.
4. Maximum 4 students per college can participate in the competition.
5. Participants can register for this event individually or in pairs.
6. The act should have elements of humour and law.
7. Use of derogatory or abusive language/word which may hurt sentiments of any religion is prohibited and shall lead to disqualification.
8. The content should be lighthearted and must not hurt sentiments or create basis for any controversies.
9. The decision of judges shall be final and binding.
10. The last date for the submission of the Video is 1<sup>st</sup> March, 2021.

**II. Topics for the following event are –**

1. Pandemic & Money
2. Migrant Workers & NGO/Government
3. Empty Roads & Cars
4. Social Media & Kids
5. Mask & Marriage
6. Man & Broom
7. House & Unmarried Couple
8. Online lectures & Students
9. Bank & Credit Cards
10. News & Corona
11. Potholes & Mumbai
12. Chinese Products & Atmanirbhar Bharat
13. Social health Workers & Janta Curfew

### **III. JUDGING STANDARDS:**

1. Title;
2. Awareness;
3. Creativity;
4. Analytical Thinking and;
5. Presentation.



**LIST OF IMPORTANT DATES:**

<b>EVENTS</b>	<b>DATES</b>
Release of Brochure, Rules and Regulations and Arbitral Tussle Proposition	1 <sup>st</sup> February, 2021
Last Date for Registration	15 <sup>th</sup> February, 2021
Orientation	04 <sup>th</sup> March, 2021
Inauguration	05 <sup>th</sup> March, 2021
Preliminary Round for Arbitral Tussle	05 <sup>th</sup> March, 2021
Knack-Enact (Date of submission)	01 <sup>st</sup> March, 2021
Draftsman Prowess	01 <sup>st</sup> March, 2021
Final Round for Arbitral Tussle	06 <sup>th</sup> March, 2021
Valedictory Function	06 <sup>th</sup> March, 2021

## **ARBITRAL TUSSELE PREPOSITION**

### **FACTS**

'RJ Bunty' alias Arjun Pandey is an employee at radio channel 'Radio Chaska'. RJ Bunty has been employed at Radio Chaska for over a year now and his show "Subah ka Chaska Bunty k Saath" is a raging success. This show has garnered more audience than any other show on Radio Chaska or any rival radio channels otherwise. Arjun Pandey's Date of Appointment at Radio Chaska was 03<sup>rd</sup> March, 2019. Prior to receiving his appointment letter, Arjun Pandey was asked to sign an Employment Agreement pertaining to Radio Chaska's employment policy. Radio Chaska's employment policy has a pre-requisite that every employee must serve for at least a period of 2 years from their Date of Appointment. Arjun Pandey was paid an amount of INR 20,000/- per month during his probationary period. Post his selection as a radio jockey, he was paid an amount of INR 50,000/- per month due to his increasing popularity.

Incentives at Radio Chaska were paid as per the popularity of the show. Arjun Pandey was paid more than other radio jockeys at Radio Chaska as his show was trending at the morning prime time from 7.00 AM to 10.00 AM and was massively popular. "Subah ka Chaska Bunty k Saath" was instrumental in bringing immense glory to the channel. It is incontrovertible that Arjun Pandey was discharging his service diligently, honestly and fairly and he was paid incentives at the rate of 7% annually.

During the course of association with Radio Chaska, Arjun Pandey having risen to success, being highly career oriented, ethical and professional in approach, he got several offers from various radio channels across the country approaching him to join them on high remunerations. It was in the air, that he is considering few of the counter-offers as received and evident from emails on Arjun's official E-mail ID dated 10<sup>th</sup> and 14<sup>th</sup> October 2020, out of which offer under E-mail dated 10<sup>th</sup> November, 2020 was of rival radio company located within the Mumbai. Nevertheless, it is against the company's policy.

Eventually on 20<sup>th</sup> October 2020, Arjun Pandey submitted his Resignation letter, due for thirty working days for terminating his employment agreement dated 01<sup>st</sup> September 2018, along with undertaking to perform all of his obligations under Agreement and to take all steps to train and handover to the successor of the post as appointed by company on the course of the provision of the Services. Arjun Pandey has an ailing mother at home in dire need of medical assistance. It is very important to operate her as soon as possible. In addition

to that he also has a younger brother to look after him. He is the sole bread-winner of the house, and the treatment costs more than Arjun can afford, hence he was under emotionally stress and considering the job offers made to him.

The Employer has served a Demand Notice dated 01<sup>st</sup> December 2020 to the Employee with respect to the breach of Employment Agreement with the Claim of INR 25,00,000/- to be paid within 7 days from receipt of the Notice and on failure to comply with the said Notice within 7 days, to be treat the said Notice as invocation of arbitration before Mr. R.J. Mangowala as arbitrator inter alia shall be liable to pay the interest at the rate of 18% p.a. on the aforesaid amounts till payment is made.

On 02<sup>nd</sup> January 2021, Arbitration Petition dated 27<sup>th</sup> December 2020, was on board before Hon'ble Mumbai High Court, Mr. Arjun Pandey was personally present in court, whereby on finding of Arbitration Clause in Agreement, Mr. R.J. Mangowala was appointed as a Sole Arbitrator to adjudicate upon all the disputes and differences between the parties arising out of the Employment Agreement. With further direction to arbitral tribunal to decide the said application within a period of six weeks from the date of filing of the said application, grant an opportunity to the respondent to file such pleadings as may be necessary and accordingly petition is disposed with no cost and keeping all contentions of the parties expressly open to be decided by the Sole Arbitrator.

Arjun is looking to come out of his existing water-tight contract with Radio Chaska. The contract between Arjun and Radio Chaska consists of an 'Arbitration Clause' in case of grievances from either side. Based on the Agreement between Arjun Pandey and Radio Chaska attached herewith, an Alternate Dispute Remedy must be adhered to administer this dispute/issue.

**THE LAWS OF INDIA ARE *PARI MATERIA* TO THAT OF INDIA.**

## EMPLOYMENT AGREEMENT

This Employment Agreement is made on this 01<sup>st</sup> day of September, 2018.

**(“Effective Date”)**

BY AND BETWEEN:

**RADIO CHASKA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act 2013, or under the previous Companies Act, 1956 and having its registered office at Office no. 2 and 3, 2<sup>nd</sup> floor, Igmimant, New Link Road, Malay, Mumbai – 345678 hereinafter referred to as the “**Employer**” (which expression, shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors – in – interest, administrator, liquidator, legal representatives and assigns) of the **ONE PART**;

AND

**ARJUN PANDEY**, an Indian citizen, and a radio jockey by profession currently residing at B/402, Mahendra Apartments, B.V Road, Chorivali (West), Mumbai – 345679, and having PAN No. CKSPP1234J hereinafter referred to as the “**Employee**” (which expression, shall unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors – in – interest, administrator, liquidator, legal representatives and assigns) of the **OTHER PART**.

The Employer and Employee shall hereinafter collectively be referred to as the “**Parties**” and severally as the “**Party**”.

### **DEFINITIONS:**

**a. Force majeure –**

Force majeure shall mean an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property.

**b. Governing law and Jurisdiction –**

This Agreement shall be interpreted and governed in all respects by the laws of India. Each Party submits to the exclusive jurisdiction of the courts of Mumbai (and no other courts). It is clarified that no dispute arising under this Agreement shall be referred to any association, union, or guild for settlement.

**c. Arbitration –**

Any disputes/controversy or claim arising out of or relating to this Agreement of the breach thereof which cannot be resolved shall be referred to a Sole Arbitrator under the prevailing Arbitration laws. The Employer will have the sole prerogative of choosing and appointing the Arbitrator. The Nationality of the Arbitrator shall be Indian. The seat of Arbitration shall be Mumbai and the language of the proceeding will be English.

**d. Territory –**

Territory shall mean the worldwide territory.

**e. Work –**

Work shall mean the results and proceeds of employees' services under this Agreement and all concepts of the Employee in connection with the communication, including without limitation all material composed, submitted, added, created, interpolated or performed by the Employee, from the inception of creation and irrespective of the stage of development or completion of communication, and which may have been or may be rendered in collaboration with others engaged by the Employer.

**f. Construction –**

Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

**g. Services –**

Services shall mean the services to be rendered by the Employee provided under this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and promises contained herein, the Agreement sets the following terms and understanding between the **Employer** and the **Employee** and the Parties **HEREBY AGREE AS UNDER:**

1. That, the Employee shall follow the same Programme and Advertisement Codes as followed by All India Radio as amended from time to time or any other applicable code, which the Central Government may prescribe from time to time.
2. That, the Employee shall also broadcast Public Interest Announcements as may be required by the Central Government/concerned State Government for maximum of one hour per day suitable/proportional time slots interspersed during that day shall be earmarked for this purpose. In case the total demand of the Central Government and the State Government exceeds one hour per day, the concerned State Government shall be eligible for announcements covering only the period remaining after meeting the demand of the Central Government.
3. That, the Employer at its own cost shall:
  - a. Preserve the recordings of content broadcast by the Employee for a period of 2 years from the date of broadcast and produce the same to the authorised representative as and when required;
  - b. Provide the necessary equipment, services, and facilities at designated place(s) as may be required and shall pay such charges as may be required for continuous monitoring of the broadcast content by or under supervision of government or its authorised representative;
4. That, the Employee shall submit all such information as may be required by the Employer to dispose of complaints by public with respect to its broadcast.
5. That, the Employee shall be working on a probationary period of six months.
6. That, post the probationary period, on selection, the Employee shall be handed a letter of appointment and the Employee will have to continue working for the Employer for a period of at least two years.
7. That, the Employee shall receive incentives annually by the Employer on the basis of their performance, Gross Rating Points (GRP) and Radio Audience Measurement (RAM).
8. That, the duties of the Employee at Radio Chaska will be as follows:
  - a. To broadcast songs as per the taste of the audience;



- b. To update the audience on trending news daily;
  - c. To interview different personalities from showbiz, sports, business, politics etc.; and
  - d. To come up with new ideas pertaining to the show.
9. That, subject to applicable laws, the Employee hereby agrees that for the term of this Agreement (except with the prior written consent of the other Party):
- a. It shall not disclose details of this Agreement to any third party other than its employees, agents, and/or advisers (only to the extent necessary in the usual course of business and/or as required by the Applicable Law);
  - b. It shall maintain confidentiality of all information exchanged between the Parties, including other proprietary knowledge and not to use such for the benefit of any third party.
10. That, Employee shall operationalize the channel and ensure completion of the activities preceding thereto within the time-limits prescribed failing which the permission will be revoked employee shall be debarred from allotment of another channel in the same city for a period of 5 years from the date of such revocation.
11. That, the Employer shall have sole rights to the show hosted by the Employee. The Employee cannot claim his copyright to the broadcast.
12. That, the Employee shall not be permitted to host/endorse any other show except their own that is similar to what is produced by the Employer. It must not have a comparable time slot that could lead to a misunderstanding amongst the audience.
13. That, the Employee shall be prohibited from the following activities:
- a. The Employee shall not be permitted to transfer/delegate his duties, position of employment to another individual at Radio Chaska;
  - b. The Employee shall ensure that no content, messages, advertisement, or communications transmitted in its broadcast channel are objectionable, obscene, unauthorised or inconsistent with the laws of India; and
  - c. The Employee shall fix, modify, or alter the 'Channel Identity' which is the brand name of Radio Chaska, only after prior approval of the Employer.

14. That, waiver by the Employer on default by the Employee in the observance and performance of any provision or obligation under this Agreement:

- a. Shall not be deemed by mere inaction or delay in action on the part of the Employer and shall not be effective unless it is in writing and executed by a competent officer of the Employer;
- b. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner.

15. That, except wherever provided otherwise, in the event of an Employee violating any of the terms and conditions of permissions or any other provisions of the FM Radio Policy, the Employer shall have the right to impose the following penalties:

- a. In the event of first violation, suspension of the permission and prohibition of broadcast up to a period of 30 days;
- b. In the event of second violation, suspension of the permission and prohibition of broadcast up to a period of 90 days;
- c. In the event of third violation, revocation of the permission and prohibition of broadcast up to the remaining period of permission; and
- d. In the event of willful violation from the Employee's end in order to breach the agreement and step down from the current position, the Employee shall be restrained and debarred from their said position.

16. That, the Parties are prevented from performing their respective obligations under this Agreement provided that no act or event shall be an Event of Force Majeure in relation to an affected party unless it/s/he has taken all steps if any which it/s/he could reasonably be expected to have taken in order to prevent such act or event or the consequences of the same from occurring.

17. That, the Employee prior to leaving the company before the set date of two years from probation, shall be liable to pay to the Employer an amount of INR 25,00,000/- and further debarred from undertaking any employment/service/assignment as alike/allotted under the present Agreement in the same city for a period of 2 years from the date of such

circumstances or such other equitable relief as a court of competent jurisdiction may deem necessary.

18. That, in the event of Arbitration, notice shall be sent to the Employee 30 days prior to the Arbitration.

19. That, if any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning and not strictly against any Party.

IN WITNESS WHEREOF the **Employer** and **Employee** have signed the Agreement and hereto have caused this Agreement to be duly executed and delivered on the date first above written in presence of the following witnesses.

SIGNED AND DELIVERED]

ON THE 01<sup>st</sup> DAY OF SEPTEMBER 2018]

BY THE WITHIN NAMED “EMPLOYER”]

RADIO CHASKA PRIVATE LIMITED]]

OFFICE NO. 2 and 3,  
2<sup>nd</sup> FLOOR, IGMIMANT,

NEW LINK ROAD,

MALAY, MUMBAI –

345678]

SIGNED AND DELIVERED]

ON THE 01<sup>st</sup> DAY OF SEPTEMBER 2018]

BY THE WITHIN NAMED “EMPLOYEE”]

ARJUN PANDEY]

B/402, MAHENDRA APARTMENTS, B.V  
ROAD, CHORIVALI (WEST), MUMBAI

– 345679]

**DRAFTSMAN PROWESS**  
**PREPOSITION**

Union of India has modernised and progressed to a limit where cyberspace has blurred the line between private and public life making acts on the virtual world outside the scope of privacy protection. Dating has been reinvented online by the invention of apps like Tinder, Bumble and the like. The increasingly shrinking space between what constitutes public and what constitutes private has caused serious implications in terms of newer crimes.

On 17th December 2020, Ananya Singhvi who was about to get married started receiving calls from her friends and family. Hundreds of links suddenly appeared on their social media platforms flashing extremely obscene pictures of Ananya. Thus, began a nightmare for the hapless woman, her sole solace, the extraordinary strength of character and commitment of the groom to be were at stake. Associates of the accused began contacting the victim for sexual favours and started extorting money to “delete” the pictures in their possession. The victim plunged into dark depression with her marriage being called off and she committed suicide. The family of the victim filed a complaint that some obscene photos of their daughter were being uploaded on social media platforms, following which the Noiva Police registered a case under the IT Act. The Sessions Court succeeded in prosecuting the accused, but the police officials said that several pictures were being uploaded on various links every day and the pictures were being widely circulated on all social media platforms.

In another instance, on 11<sup>th</sup> January 2021, Rajesh Chauhan filed for the removal of articles on the internet which stated that he had been convicted of committing a petty offence of theft. Even after serving his sentence and paying fine required, he was unable to earn a living and lead a respectful life in the society. Nobody was ready to hire him as the articles kept surfacing on the internet frequently making him seemed unreliable and thus depriving him of his livelihood.

Arvind Shukla, Commissioner of Police, revealed while giving an interview to a local newspaper that “While police may succeed in collecting evidence and prosecuting the perpetrators of crimes, it can do little to clean up the mess left behind on the internet, which is the root cause of the suffering. All social media companies operate Law Enforcement Agency (LEA) portals that assist the police authority in identifying IP address of errant accounts and help in the removal of such objectionable contents. However, it is found that the social media companies flout the request from the investigative agencies to erase such data”

He further added that “There have been instances where pictures are circulated and made viral thus leading to mob lynching and violent riots thereby affecting lives and property.”

Therefore, an NGO (Digital Foundation) has decided to file a Public Interest Litigation before the Supreme Court to fill the legal vacuum and establish an efficient mechanism to remove such objectionable online contents, to seek accountability from social media platforms and to recognise and enforce the right to be forgotten in order to protect the privacy of individuals.