



1st National Youth Festival

UniversuMM

Unleash your Talent

2023

1st National Mediation Competition, 2023



Organised by

DEPARTMENT OF LAW
MAHARISHI MARKANDESWAR
(Deemed to be University)
MULLANA-AMBALA

PART-I-NATIONAL MEDIATION COMPETITION	
	CHAPTER-I-GENERAL
1.	Objectives and Purpose
2.	Hosting of Mediation Competition
3.	Eligibility and Disqualification
	CHAPTER-II –REGISTRATION & REVOCATION
4.	Registration Procedure
5.	Revocation
	CHAPTER-III-MEDIATION COMPETITON
6.	Rules for the Mediation Competition
7.	Marking Criterion
8.	Written Submission
9.	Plagiarism
10.	Match–up and Allotment of Sides
11.	Release of Confidential Information
	CHAPTER-IV-RESULTSANDRANKINGS
12.	Declaration of results
13.	Ranking system for the Mediation Competition
	CHAPTER V – STRUCTURE OF THWE COMPETITION
14.	PRE- ROUND

15.	SEMI- FINAL ROUND
16.	FINAL ROUND
CHAPTER-VI -PENALTIES	
19.	Code of Conduct and Penalty
CHAPTER-VII -MISCELLANEOUS	
20.	Enforceability and Revocation
21.	Amendment
22.	Power to make rules
23.	Saving
PART-II -ANNEXURES	
1.	AnnexureI (Marking Criteria for Mediator &Mediating Pair)
2.	AnnexureII (Marking Criteria for Mediation Strategy)
3.	Anesure -III (Mediation Outline)
PROBLEMS FOR MEDIATION	
1	Preliminary Round

2.	Semi-Final Round
3.	Final Round

PART-I-MEDIATION COMPETITION

CHAPTER I- GENERAL

1. OBJECTIVES AND PURPOSE:

- 1) The National Mediation Competition endeavor , inculcate and foster the skills and proficiency in relation to the field of Alternative Dispute Resolution and all the allied mechanisms of the students, and give them a simulation of real-life practice.

2. HOSTING OF MEDIATION COMPETITION:

- 1) Subject to the provisions of the rules and notwithstanding any other rule or direction or time being in force, the Student Moot Court Society (hereinafter referred to as “SMCS”) shall reserve the right to host and conduct the Mediation Competition.

3. ELIGIBILITY AND DISQUALIFICATION:

- 1) Subject to the rules, regulations or direction of the Head of the institution, the Intra Mediation Competition is open for all bona-fide students of 3 year and 5 year law course.

CHAPTER II-REGISTRATION AND REVOCATION

4. REGISTRATION PROCEDURE:

- 1) Notwithstanding anything contained in any rules or regulations for the time being in force governing, the following procedure shall be followed by the participants.
- 2) The Participants are required to register for the 1st Mediation Competition as a team of three students– Mediator, Client and Counsel.

The Client and Counsel shall be collectively referred to as ‘Mediating Pair’.

The choice of the Mediator, Client and Counsel is required to be decided unanimously by the team before they submit the registration form to SMCS and;

- A. The duly filled registration forms are required to be submitted on or before the declared date. No discretion shall be exercised, of whatsoever nature, to accept late entries.
- B. Participation to the competition is deemed to be confirmed on submission of duly filled registration form, if not revoked within the prescribed timeline.
- C. Each Team shall register themselves through the registration form link. The last date of registration is 10/10/2023. Kindly note that one team is required to submit the Google form only once on behalf of the complete team. Individual submissions are not required.
- D. Registration fees Rs.500 per person and if someone revokes the participation, fee shall be nonrefundable.
- E. Accommodation will be given on sharing basis(food not included)

5. On successful registration, SMCS shall declare Team Codes. REVOCATION:

- A. A team may revoke their participation in the 1st Mediation Competition in the prescribed manner, within the timeline prescribed by SMCS.
- B. For a successful withdrawal, a member of the team is supposed to fill in their details and submit the google form which will be released by the SMCS specifically for the purpose of withdrawal from the Mediation Competition.
- C. On lapse of the timeline given as specified under sub-section(C),a team cannot revoke its participation under any circumstances and shall be treated as a “defaulter”, for action may be taken under Chapter VI of Part I.

CHAPTER III –MEDIATION COMPETITION

1. RULES FOR MEDIATION COMPETITION:

A. GENERAL RULES & TEAM COMPOSITION-

1. There shall be two [2] teams competing against each other in a conference room before the Assessors.
2. A mediation session shall comprise of six [6] people which shall be inclusive of two [2] mediators and four [4] mediating parties, comprising two [2] Counsels and two [2] Clients respectively.
3. The mediator(s) shall lead towards a settlement between the two disputing parties.

B. TIME LIMIT-

1. Each session shall go on for a time period of thirty [30] minutes. If any team or member fails to join the session after passing a maximum of 5 minutes since the commencement of the prescribed time slot, they shall be immediately disqualified.
2. In the timeframe mentioned above, it is at the discretion of the mediator(s) to adopt the common code of procedure of the mediation session, provided that no such procedure shall contravene the general rules of the competition at any cost. No extra time shall be granted in any case whatsoever.

C. PRIVATE CAUCUS & CONFERENCE-

- A. A caucus is a private meeting between one Mediating Pair and the Mediators while a conference is a joint session between both the Mediating Pairs and the Mediators.
- B. During the session, it is NOT MANDATORY to call for a private caucus and it is solely at the discretion of the Mediator(s) to call for one.
- C. The Mediating Pair does not have the authority to call for a private caucus.

- D. The Mediator(s) shall NOT call for more than one (1) private caucus during the course of the mediation session.
- E. A private caucus may be for a maximum of 5 minutes, which is included in the total time of 30 minutes provided for the session. The Mediator and the Mediating pair, both, will be responsible for managing and adhering to the aforementioned time limit, failure of which will result in deduction of marks.
- F. During a caucus, the other party will be asked to leave the mediation session and will be informed to re-join the session by the session supervisor. The Mediating Pair will be given 1 minute to re-join the session and failure to do so will result in deduction of marks. Failure to re-join within 5 minutes shall result in the immediate disqualification of the Mediating Pair.

2. MARKING CRITERION:

- 1) Participants shall be marked as per the marking criteria provided in ANNEXURE I. The negative marking shall be as per PART C of ANNEXURE I.

3. WRITTEN SUBMISSION:

- 1) There shall be a written submission of a Mediation Strategy on the date fixed by SMCS.
- 2) Teams not adhering to the written submission on the said date shall not be permitted to proceed with the Mediation session and shall be subjected to penalty under Chapter VI of Part I.
- 3) Each team participating in the mediation competition is required to submit Mediation Strategies by adhering to the terms and conditions, namely:
 - A. The teams shall submit two Mediation Strategies i.e., one on behalf of each party to the Mediation.
 - B. Each team is required to submit the Mediation Strategy in the prescribed format as given by SMCS that shall be released along with the Problem. The teams shall not make any changes to the format. They may increase or decrease the space given in the table for a particular section as per their need but they shall not add or omit any heading.
 - C. The team shall fill in the required details under the sub-heads given in the specified Format, the font being Times New Roman, font size being 12 and with a 1 (single) line spacing. In case of non-compliance of the format, such submission will be

treated as a non-submission and the team shall be subjected to penalty under Chapter VI of Part I.

- D. The page limit of each Mediation Strategy shall be a maximum of 2 pages. This limit is to be strictly complied with and non-adherence would result in deduction of 5marks per page exceeding the prescribed page limit.
 - E. The Team Code shall be mentioned only under the section where it has been specifically given in the prescribed format. The Team Code shall not be displayed on any other page in the written submission. Non-adherence of the same shall lead to immediate disqualification of the Team.
 - F. In case SMCS finds that a team hasn't complied with the format, such submission will be treated as a non-submission and the team shall be subjected to penalty under Chapter VI of Part I.
 - G. Each team shall take reasonable measures in maintaining confidentiality in relation to research and strategy, if found to be copied, wholly or in part, both teams shall be disqualified.
 - H. The submission will be via a Google Form and the Strategies shall be submitted in Word and PDF format. Each team may submit their strategies from the Student Email-Id of only one member of the team. The first submission shall be considered as the final submission. Subsequent submissions by members of the same team would not be accepted and would result in deduction of 5 marks per subsequent submission.
 - I. The file names of the strategies have to be named in the following manner: TC-Team Code and Name of the party.
For example, if the team code allotted is GB-05 and the party's name is Gurusha, the file should be named: GB-05 Gurusha.
 - J. SMCS shall not take into account a defense of, even on credible evidence, including but not limited to technical glitches, internet issues, software malfunctions etc. as grounds for extension of time or delayed submission or concession of whatever kind.
- 4) In case a team does not submit their Mediation Strategies within the stipulated time, penalty deducting 10 marks each hour shall be made and shall be subjected to penalty under Chapter VI of Part I. No submission will be accepted after 12 hours of the stipulated time and the same shall be treated as a non-submission.

- 5) The Mediation Strategies shall be marked as per the marking criteria provided in ANNEXURE II.

4. PLAGIARISM:

- 1) If any form of plagiarism is found with respect to the written submissions, punishment for the same shall include, and is not limited to, instant disqualification.

5. MATCH-UP AND ALLOTMENT OF SIDES:

- 1) Time slots, match-up and conference rooms shall be allotted to the participants preferably by the way of any mode SMCS may deem impartial and feasible, on a day prior to the 1st Mediation Competition.
- 2) Match Up shall only determine the groups of Mediating Pairs and Mediators and not the sides which the parties are to represent during the competition.
- 3) The sides shall be allotted on the day of the competition which shall be done by way any impartial process SMCS may deem feasible.

6. RELEASE OF CONFIDENTIAL INFORMATION:

- 1) The confidential information for each session will be emailed to the mediating pairs 20 minutes prior to the commencement of their session.
- 2) If it is found that any participant has attempted to share the confidential information with any other participating mediating pair or mediator, it would result in instant disqualification.

CHAPTER IV–RESULTS AND RANKINGS

1. DECLARATION OF RESULTS:

1. SMCS shall declare the results of the Competition, within a reasonable period of time from the date of the Competition.
2. Certificate will be issued as per UniversuMM Policy.

2. RANKING SYSTEM FOR THE MEDIATIONCOMPETITION:

1. Further, for the declaration of the results, SMCS shall release the ranking of all teams, hereinafter referred to as ‘Merit List’.
2. The Merit List shall be published in a two- fold manner ;as prescribed herein as under:
 - A. Merit list shall display a separate rank list for the Mediator and the Client-Counsel pair also known as the Mediating Pair.
 - B. It shall display a separate rank list of the teams in each conference room hereinafter referred to as ‘Conference Room Ranking.’
 - C. Conference Room ranking shall determine the position of the team in the conference room with respect to all the teams that had participated in that particular conference room.
 - D. On determination of the Conference Room ranking, all teams obtaining the same rank, in the irrespective conference rooms, shall have their overall rank determined by comparing their respective marks of the written submission. This overall rank shall hereinafter be referred to as ‘Absolute Rank.’
 - E. In case of a tie in the marks of the written submission, the team with higher average marks in ‘Criteria 6- BATNA’ of both Mediation Strategies will be awarded the upper rank.
 - F. The Absolute rank shall be the final rank of the Participants in the Mediation Competition.

CHAPTER V- STRUCTURE OF THE COMPETITION

A. The competition will be held on 13th October 2023, Reporting time 9:00 am. The Preliminary Round and Semi-Final round shall be conducted on same day followed by the Final Round.

B. Minute to minute

- 9:00 A.M - Registration
- 9:40 A.M - Draw of lots
- 10:00 A.M - Round starts

C. Preliminary Round

Each Team shall be allotted a party to represent by the way of draw of lots.

D. Semi-Finals:

Top 4 teams from the Preliminary round shall qualify for the Semi-Final Round. The aforesaid round shall be a knockout round and the side will be determined by Draw of Lots.

E. Finals:

The top 2 Teams from Semi-Final Round shall qualify for the Final Round.

Deciding of Winner in Case of Tie in Advanced Rounds:

In case of a tie between the scores of two Teams in any round, the following component from the scoresheet shall be considered as the tie-breaker

- a. For the Mediating Pair – Mediation Advocacy.
- b. For the Mediator – Qualities of a Good Mediator.

CHAPTER VI-PENALTIES.

1. CODE OF CONDUCT AND PENALTY:

1. The team(s) shall face disciplinary action and/or subsequent debarment from participating if:
 - A. Team(s) participating in the 1st National Mediation Competition fails to submit the mediation strategy before the prescribed deadline.
 - B. Team or any member of the team fails to join the conference room at the prescribed time.
 - C. Team or any member of the team fails to participate in the competition during their respective assigned times lot.
 - D. Team or any member fails to participate in the competition without giving their revocation letter as prescribed and subject to the rules.
 - E. Any attempt to contact framers of the problem and judges of the Competition without the permission from the SMCS.
 - F. Any misconduct with the judge in or out of the conference room, and there by undermining their credibility.

CHAPTER VIII –MISCELLANEOUS

1. ENFORCEABILITY AND REVOCATION:

1. These present rules would come into effect on any date designated by the Head of the institution in consultation with Faculty- In-charge of SMCS, with prospective effect.
2. These present rules may be revoked by the Head of the institution in concurrence with Faculty-In-charge of SMCS, with new rules.

2. AMENDMENT:

1. Notwithstanding any other rules and regulation for the time being in force, these rules are amendable only at the discretion of the Faculty In-Charge and student in charges of the event.
2. Further to sub-rule (1), the Faculty In-Charge reserves the right to amend these Rules on his/her Suo-moto initiatives provided the same is for the benefit of the larger student community.
3. Provided no such power shall be exercised without the consultation of the appropriate authority.

3. POWER TO MAKE RULES:

1. Notwithstanding anything contained in these rules, SMCS shall have power to make rules regarding any unforeseen circumstances.

4. SAVING:

1. Nothing in Part I of these rules and procedures shall prejudice any right which any participant would have had before the enactment of these rules and procedures.
2. SMCS shall not be held accountable or responsible for any actions of the participants before, during or after the course of the competition(s) which attract penalties under the present rules and procedure.

PART II -ANNEXURES

ANNEXURE I

PART A: MARKING CRITERIA FOR THE MEDIATOR

Every Mediator will be evaluated and marked for a total of 100 marks.

S.NO.	MARKINGCRITERIA	MARKS ALLOTTED
1.	Opening Statement <i>(Conveying the importance of the process, Tactics adopted to calm parties, Effective explanation of the process with special reference to his/her role)</i>	10
2.	Creating an appropriate environment <i>(Layingdowngroundrules,natureofapproach,Makingthepartiescomfortable,establishing 'negotiation' environment,Buildingtrust with parties)</i>	10
3.	Control over the session <i>(Laying down of effective agenda, Adherence to ground rules, assisting parties to move forward in the session ,Timely intervention)</i>	10
4.	Ability to work as team <i>(Team work and Cooperation with co-mediator)</i>	10
5.	Eliciting information from Mediating Pair <i>(Framingofquestions,Mannerofaskinguncomfortablequestions,collecting information while maintaining an unbiased damage, Optimum use of time by asking only relevant questions)</i>	10
6.	Conduct and Demeanor <i>(Body language ,listening skills, Professionalism, display of patience)</i>	10

7.	Facilitating Option Generation <i>(Approach adopted in assisting option generation, Steps taken to keep options realistic, Encouraging the parties to generate win-win options)</i>	10
8.	Conduct <i>(Neutrality, Non-judgmental approach, Impartiality)</i>	10
9.	Closing statement <i>(Summarizing the mediation session, Effective ending to the session)</i>	10
10.	Time Management <i>(Ensuring judicial use of time in conference and caucus, Adherence to the time divisions stipulated in the Rules)</i>	10

* Kindly note that the pointers given in brackets under each criteria are merely indicative and not exhaustive in nature.

PART B: MARKING CRITERIA FOR THE MEDIATING PAIR

Every Mediating Pair will be evaluated and marked for a total of 100 marks.

S.NO	MARKING CRITERIA	MARKS ALLOTTED
1.	Opening Statement <i>(Expressing confidence in the process, skillful articulation of facts to put forth the case, persuasive comments to influence the other party)</i>	10
2.	Constructive Approach <i>(Willingness to collaborate, taking initiative to build a problem-solving approach, strategically sacrificing interests to build a relationship)</i>	10
3.	Advocating Interests <i>(Assessment of one's own strengths and weaknesses, identifying and developing client's real needs and interests, identifying Common and conflicting interests)</i>	10
4.	Team Work and Coordination <i>(Effectiveness of collaboration, reliance and faith on each other's ability, working together as a team, communicating with each other, Sharing of responsibility, providing mutual support)</i>	10
5.	Use of services of Mediator <i>(Timely use of mediators, Beneficial use of mediators, Listening to the mediators)</i>	10

6.	<p>Effective use of confidential information</p> <p><i>(Decision on disclosure of confidential information ,Timely and appropriatedisclosureofconfidentialinformation,Incorporatingconfidentialinformationin Negotiation Strategy)</i></p>	10
7.	<p>Body Language</p> <p><i>(Display of appropriate motions by the client ,Display of professionalism, Listening skills, Demeanor)</i></p>	10
8.	<p>Mutually Generating Creative Options</p> <p><i>(Generating options to satisfy one's needs and interests, efforts made to satisfy other's interests, non- judgmental approach, objective evaluation of options generated by other party)</i></p>	10
9.	<p>Negotiation Strategy</p> <p><i>(Overallstrategydevelopedtodealwiththedispute,timespentonrelation building, information gathering and slowly moving into negotiation change of approach, adaptability)</i></p>	10
10.	<p>Time Management</p> <p><i>(ensuringjudicialuseoftimeinconference,adherencetothetimedivision sstipulated in the Rules)</i></p>	10

ANNEXURE II

MARKING CRITERIA FOR THE MEDIATION STRATEGY

Each Mediation Strategy will be evaluated and marked for a total of 100 marks.

S.NO.	MARKING CRITERIA	MARKS ALLOTTED
1.	Strengths	10
2.	Weaknesses	10
3.	Position	15
4.	Interest	15
5.	Possible offers for settlement	20
6.	BATNA(Best Alternative To a Negotiated Agreement)	20
7.	Style of writing, Grammar and Compliance with format	10
	Negative Marking: (-5) for exceeding page limit (-5) for multiple submissions	

ANNEXURE-III
MEDIATION PLAN OUTLINE

TEAM CODE:

PRELIM:

PARTY:

CORE ISSUE

WHAT BRINGS YOU TO MEDIATION? WHAT IS YOUR MAIN INTEREST?

Know your ZOPA(Zone of Possible Agreements)

<i>YOUR GOALS(Financial and others)</i>	<i>THEIR GOALS(Financial and others)</i>
My high expectation is:	They will be hoping for:
The minimum we expect is (and why):	The minimum they expect is (and why):

Know Your Alternatives-BATNA/WATNA

If mediation fails, is litigation an alternative? How does it weight? Any other alternative

<i>Yours perspective:</i>	<i>Their perspective</i>
Your costs to due	Their costs to due
Your coasts in court:	Their coasts in court:
Your chances of winning/losing at trial:	Their chances of winning/losing at trial:
You're hidden costs-e.g. Management of time, finance-of going to trail:	Their hidden costs-e.g. Management of time, finance-of going to trail:

PROBLEM FOR MEDIATION

Preliminary Round

Meera was an upcoming lady lawyer in the United States of Vellore, a promising and an assertive lawyer, she graduated from the famous USB Law School and had secured a placement with a top tier law firm. She belonged to a very reputed family of the State of Lepton and had influential friends. Luna was an artist, belonging to Viena, a democratic country, but travelling the world over for his exhibitions and shows. He had gained considerable fame in global forums and was well known among the artist fraternity and art connoisseurs for being a modern art – artist having a distinct style called ‘Minimalizm’ that appealed to every age.

A charming man in his mid-30’s he was well known around the circuit as a very outgoing and warm person, hosting lavish parties for friends and his network. As luck would have it, Meera and Luna met in Tina, at a party in Club Classic’and instantly bonded over drinks. Luna in his conversation with Meera informed her about his upcoming exhibition in State of Lepton and she promised to help him with his exhibition in Lepton and to give his exhibition much needed publicity using her network of influential friends. Luna reached Lepton for his exhibition on 02 July 2022 a month in advance, he got in touch with Meera and both of them kept on meeting thereafter working on his exhibition and getting to know each other more.

The Exhibition was a roaring success and many high-net- worth individuals of the United States of Vellore came to be a part of the exhibition and purchase paintings. Luna was all over the newspapers the next morning. Luna threw a lavish after party where many important people of the State of Lepton were present and at the end of the party, he unexpectedly proposed to Meera for marriage and though taken aback she still went ahead and accepted the proposal. Both of them got married in August 2022 in a private ceremony held at Lepton.

They went for their honeymoon to the exotic private island of TALLI and had the time of their lives. Everything went well for first 3 months thereafter on 10 February 2023 and then Meera was thrilled to know that she was expecting a baby with Luna.

Both of them were extremely happy and one day during a vacation, all hell broke loose as Meera got to know about Luna's ex-wife and his 2 kids from the previous marriage while going through his mobile phone.

Luna tried to explain to Meera that he was legally divorced and was about to inform Meera regarding the situation. But Meera was not budging; she was hurt about the fact that Luna hid such an important information from her. Both of them exchanged angry words and while being angry and dejected Meera was completely inconsolable. In a fit of rage, Luna accidentally threw a bottle at Meera. Meera immediately decided to fly back to Lepton and Luna headed off to his next destination of exhibition.

Both of them did not communicate with each other. Until, 03 May 2023 when Luna was served with a legal notice on behalf of the lawyers of Meera informing him about the divorce filing and maintenance claim made by Ms. Meera. Meera felt that Luna has cheated her and caused immense mental agony and destroyed her career and life whereas Luna could not comprehend the reaction of Meera to the news of his previous marriage and feels that she is over-reacting to the entire scenario. Luna knowing fully well how much time, effort and money it takes to fight a legal matter, cannot afford to undergo another suit for divorce and as a result has requested for Mediation with Meera and her lawyers.

Meera has accepted the request for Mediation to be held under aegis of the Lepton Mediation Centre and she along with her lawyer Richard shall be present for mediation on the appointed date.

Note:

- Laws of United States of Vellore are in pari materia with laws of United States of America.
- Laws of Viena are in pari materia with laws of India.

Requesting Party: Luna

Requesting Party Lawyer: Mr.Grey

Responding Party: Meera

Responding Party Lawyer: Mr. Bentham

SEMI-FINAL

Rohit Sharma is a Top-3 ranked tennis player in India. He's been on the ATP tour for more than 6 years but has only gotten as far as the 3rd round in the Grand-Slams. His performances have been better in the ATP tournaments, but he is yet to win a title. ZEE Drinks is one of the many energy and revitalization supplements and cooler brands in the Indian market today. They manufacture and sell energy drinks, protein supplements and fitness apparel. They are slowly growing to be one of the leading brands in energy in India. In the year 2018, they signed Rohit Sharma as one of the brand ambassadors of their brand. The contract included a signing bonus and a variety of perks for the player for a period of 3 years. In return, Rohit was expected to market the brand, sport their apparel at all his events and make certain scheduled appearances at ZEE events.

In November 2018, after the completion of his second-round match at the Noida Open, Rohit was asked to accompany two officials from the National Anti-Doping Agency (NADA) who asked him to submit a urine sample for testing. This was not Rohit's first test as a professional athlete and he went through the process amicably. Three weeks later, Rohit received a letter from NADA containing a Notice of Charge. The letter stated that his sample had returned an Adverse Analytical Finding (AAF) on his sample for the presence of a banned substance. Three days later, the news of his provisional suspension was in the newspapers and media blogs.

The backlash was immediate and immense. Rohit was branded a cheat and both he and his family were excessively trolled and abused on social media. Rohit's sponsors all pulled out of their deals with him and his scheduled appearances at invitational tournaments were all cancelled. ZEE initially promised Rohit all of their support over the course of the proceedings and in dealing with the matter at hand. However, one week later, ZEE were facing immense pressure from their customers as well as investors and promoters, to drop Rohit as their brand ambassador. ZEE did not terminate the contract, but they took out a full-page advertisement in all the major news dailies the next morning with an advertisement that stated, 'We don't support

Cheats'. The advertisement was supplemented with the Rohit's name that had been crossed out in red marker print.

When Rohit and his PR team saw the advertisement that was in all the newspapers, they were furious. They instantly took to social media to call out Turbo Booster. Several allegations were made that the banned substance in fact, originated from the ZEE drink itself. Rohit and his family were quick to deal with the matter on the judicial front though. They contacted some of the best lawyers and had multiple hearings before the Disciplinary Panel. Three months later, the matter was resolved and Rohit's suspension was completely lifted as it had been proved that the substance was hormonal in nature and there was no intention to gain an unfair advantage.

The following day, Rohit and his team immediately filed a Defamation suit against ZEE for their advertisement alleging that it was especially harmful to Rohit's image and Reputation, especially as he had been exonerated of any intention to cheat. ZEE filed a counter Defamation suit and a notice of termination of the contract with Rohit as they felt that the allegations on social media and disparaging comments made by Rohit and his PR team affected their customer base and they did not wish to be associated with him as their brand ambassador anymore.

Both parties have agreed to attend a mediation session to attempt to resolve this situation if Possible

FINAL ROUND

DSP AIRLINES (hereinafter “DSP”) is a certified Airline operational worldwide and has its head office in Kingston town. DSP has a reputation for being an affordable and reliable medium for passengers to commute. DSP has consistently upgraded its technological systems to keep up with changing needs, to ensure optimum safety and satisfaction to its passengers.

In line with its commitments to its passengers, DSP decided on making provisions for e-ticket booking services. DSP took this step to ensure a hassle-free and digital ticket booking experience for its passengers. Consequently, DSP entered into an agreement with an established African software company called Suresh ElectricServices(hereinafter “SES”) for providing it with technological solutions including but not limited to live-tracking, communications, etc. SES was intrigued by DSP’s idea of the development of a worldwide digital platform for the management of e-ticket sales. SES is a celebrated software company, which was founded by Ms. Tina, with the sole aim of creating and promoting cutting-edge, novel software technology and providing such software services to companies to promote the use of tech-based services in business establishments. DSP and SES, therefore, worked out a Professional Services Agreement (hereinafter “PSA”), which contained a more detailed description of the Project as well as the support services to be delivered by SES in September 2021.

The Agreement included a WIPO (World Intellectual Property Organisation) Mediation Clause followed by WIPO expedited Arbitration Clause.

The following are the relevant Clauses of the Professional Services Agreement:

Ownership of Intellectual Property Rights -

The Client shall own all rights, title, and interest in any and all intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and other proprietary information, created or developed by the Service Provider in connection with the provision of the services under this Agreement.

Assignment of Intellectual Property Rights -

The Service Provider hereby irrevocably assigns and transfers to the Client all rights, title, and interest in and to any and all deliverables or work product created or developed by the Service Provider in connection with the provision of the services under this Agreement, including any and all intellectual property rights therein, subject to happening of a force majeure event.

License Grant -

The Service Provider grants to the Client a non-exclusive, nontransferable, royalty-free license to use any deliverables or work product created or developed by the Service Provider in connection with the provision of the services under this Agreement solely for the Client's internal business operations.

Confidentiality -

The Client shall maintain the confidentiality of any confidential or proprietary information provided by the Service Provider in connection with the services under this Agreement and shall not disclose such information to any third party without the prior written consent of the Service Provider.

Termination -

Upon termination of this Agreement, the Client shall immediately cease using the deliverables or work product created or developed by the Service Provider and shall return all copies thereof to the Service Provider.

Definition -

For the purposes of this Agreement, a "Force Majeure Event" means any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, civil unrest, strikes, lockouts, labour disputes, epidemics, pandemics, government restrictions, or any other similar events that prevent or delay the performance of this Agreement.

Mediation -

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be resolved by mediation in accordance

with the WIPO Mediation Rules, which are deemed to be incorporated by reference to this Agreement. The mediation shall be conducted in accordance with the WIPO Mediation Rules, which shall include procedures for the appointment of the mediator, the conduct of the mediation, the termination of the mediation, and the costs of the mediation.

Pursuant to the Agreement, SES started developing the e-ticketing system on a priority. It is noteworthy that the Airline paid several Million USD for the application to ensure a remarkable system for e-tickets.

On January 5th of 2022, one of the largest ferrying flights of DSP Airline, namely, GR900 was on a scheduled flight from Kingston town to Fairyland. It is pertinent to note that in this flight, DSP was using the newly developed GPS tracking technology provided by SES. At 3:36 AM, the flight disappeared from the radar of the Air Traffic Controller (hereinafter "ATC"). This fact was noted by Ms. Huma, who was the ATC on duty at a town by the name of Grassland. At 3:42 AM, she tried to connect with the pilot. Ms. Ms. Huma said "Come in GR900....do you copy?". There was no response to this message. At 3:44 AM, Ms. Ms. Huma sent the following message "Repeat message, GR900.....do you copy." At 3:50 AM, Ms. Ms. Huma informed Mr. Don Georgio, ATC at Fairyland about the issue. The matter was discussed and the two ATCs tried to coordinate their course of action.

DSP carried almost 350 passengers and 16 crew members on a regular 8-hour flight, which lost terminal contact as it hovered over the Ocean and no further communication from DS900 could be made. However, on January 5th 2022, at 6:15 AM it was officially declared that the plane was in an accident, while trying to make an emergency landing in an open field in a deserted area about 400 km from the Airport. DSP made travel arrangements for passengers and crew by road. Post the public announcement of this information, the authorities decided to inform the relatives of the passengers and crew members about this incident. This caused widespread unrest among the relatives of the passengers on board flight DS900

There have been assertions made that the pilot deliberately caused the plane to crash. There were claims that the pilot had crashed the plane on purpose. However, these were expressly denied by DSP officials. DSP released a public statement after the incident that

the DS900 crashed while making an emergency landing due to certain technical difficulties. They also declared that there was no loss of life in the incident. Furthermore, there was no evidence in the public domain to prove how the accident happened as it did. It is also noteworthy, that this was not the first time a DSP Flight had to make an emergency landing due to technical difficulties as this had happened twice before. However, during this time, the number of passengers who got seriously injured was the highest.

To preserve its reputation and avoid any legal proceedings against it, DSP invested huge sums of money to be able to compensate the families of the victims who were injured in the said crash and to be answerable to the public at large. Since DSP faced huge losses and reputational damage in the wake of the DS900 incident, it was unable to manage enough funds to fuel the Research and Development costs for the e-tickets Project which was to be managed by SES. Moreover, due to damage to its reputation, the air ticket sales of DSP also went down, causing further losses. Hence, DSP after some deliberation sent a 'notice' to SES claiming that they are in a serious financial and reputational crisis because of which they are seriously considering a termination of the PSA.

This 'notice' had a major impact on SES, who felt that DSP sent this 'notice' very abruptly and also significantly delayed their obligation to pay the remaining tranche of the payment to SES. Therefore, SES asserted that in case DSP terminates the PSA, DSP's intellectual property rights in the software shall lapse. Resultantly, SES requested the e-ticket software to be duly returned to them.

DSP was of the position that it had already invested huge sums of money in this software and was already undergoing a major financial crunch due to the crash of the DS900 flight and hence was entitled to retain the software application, if the termination takes place.

Additionally, just a few months before the issue of 'notice' by DSP, SES had applied for a patent for the e-ticket software, which got approved duly by the African Patent Office. Per the PSA, the license to the patent and allied rights such as copyright (since the website was curated in accordance with the requirements and ideas given by the executives at DSP), to the patent were to be vested in the name of DSP after the patent approval. However, it is pertinent to note that the Patent was approved only in Europe and was pending approval in

other countries including Kingstontown. Considering this, SES claimed their Intellectual Property in their software and suggested that since the patent happens to be approved in Europe, DSP could operate their business from Europe and if that happens only then SES can duly complete the license transfer procedure as per the PSA. But since DSP had abruptly sent a 'notice' indicating that they may terminate the PSA, the transfer shall be subjected to the said termination. Hence, SES asserted that all the patent rights shall vest with SES.

This came as a shock to DSP, which was already facing a myriad of challenges due to the ongoing fiasco. Owing to the ongoing circumstances and the fact that both parties were unable to amicably settle the disputes that ensued, SES invoked the mediation clause under the Professional Services Agreement, to hold a mediation between the parties to constructively settle the disputes

CONTACT DETAILS

For any further assistance regarding competition, teams may contact:

CONVENER

PROF. (DR.) BINDU JINDAL

(HEAD & DEAN)

	NAME	CONTACT NO.
FACULTY	DR. POONAM LAMBA	+91 9468332287
COORDINATORS	MS. RIMPY BHARDAWAJ	+91 9736596722
	MR. DHANNJAY SINGH PUNDIR	+91 8126333003
	MS. VRATIKA SINGH	+91 9411171303
STUDENT	MS. GURUSHA BHALLA	+91 9499492696
COORDINATORS	MR. ARIF KHAN	+91 9053520321

You may in alternative Email us at: smcs@mmumullana.org.

