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RULE BOOK

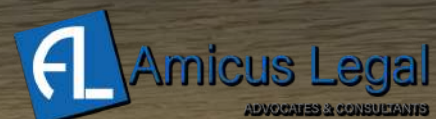
2ND JECRC NATIONAL

MEDIATION & NEGOTIATION COMPETITION, 2023

27-28 MAY, 2023



(Event Partner)



(Knowledge Partner)



DEFINITIONS

- **“Caucus”** shall refer to a private meeting between the Mediators and a Team. During the Caucus, the overall time of the Mediation Session continues to run.
- **“Competition”** means the II JECRC National Mediation Competition, 2023.
- **“Competition Administrator/ organizer(s)”** means JECRC Centre for Alternative Dispute Resolution, JECRC.
- **“Competition Rules”** means the rules and guidelines mentioned herein.
- **“Confidential Information”** means factual information, given exclusively to one Negotiating Team, in accordance with the rules of the competition.
- **“Cross-Caucus”** refers to a separate meeting between the Mediator and both Counsels or a separate meeting between the Mediator and both Clients.
- **“General Information”** is the factual information provided to all the registered participants.
- **“Judge”** means a lawyer or an academic nominated and/or selected by the Competition Administrator who evaluates and scores the performance of the Participating Team during a Mediation Session in accordance with the Competition Rules.

- **“Negotiating Team”** refers to two participants out of a team of three, acting in the capacity of client and counsel for the purposes of the competition.
- **“Mediator”** refers to a member of a team of three who shall be acting individually in the capacity of a mediator for the purposes of the competition.
- **“Mediation Room”** refers to the physical mediation table set-up where the competition shall take place.
- **“Participating Team”** refers to a team whose registration has been approved by the Competition Administrator.
- **“Qualifying Teams”** refers to the teams and mediators qualifying for each round.
- **“Requesting Party”** stands for the party, in the proposition, at whose behest the option of mediation was exercised.
- **“Responding Party”** stands for the party other than the requesting party in the mediation proceedings.
- **“Physical Rounds”** refer to all the Rounds that will be conducted physically on the 27th & 28th of May 2023.



ELIGIBILITY CRITERIA

- Only Law Colleges/Universities recognized by the Bar Council of India are eligible to participate.
- Only bonafide students pursuing LL.B. three/five-year & LL.M. degree programs in the aforementioned institutions, during the current academic year, are eligible to participate.



CODE OF CONDUCT

- Each member of the Participating Team shall be dressed in Business Formals (Indian or Western) for the duration of the Competition.
- Friendly and healthy interaction among the participating teams and with the students of the Host College is encouraged and respected.
- The use of Mobile Phones is strictly prohibited during the time of the Competition.
- Participants shall not reveal the Identity of their College/University at any point of time during the Competition.
- Scouting or any other unethical/unprofessional conduct is strictly prohibited and shall lead to immediate disqualification of the team.
- The coach of the respective team is permitted to watch the proceedings but no gesture or signs should be made to assist the team. Failing to follow the rules, the whole team will be disqualified from the competition.

GENERAL INFORMATION

- **Language:** The Official language of the competition, for all purposes, shall be English. All written and oral submissions shall be made in English.
- **Dress Code:** The Dress Code of the Competition shall be business formal.
- **Platform:** All the rounds shall take place in physical mode.
- **Code of Conduct:** The competition organizer reserves the right to disqualify any team for any kind of misconduct on the part of any member of the team, during the Competition.
- **In case of any changes in the Competition,** such changes shall be available by the mail of JECRC (amicuscuriae@jecrcu.edu.in). The participants are liable for not being aware of the changes being made to the competition, if any.

TRANSPORTATION & ACCOMMODATION

- JECRC University, Jaipur is located at, **PlotNo.IS-2036 to 2039, Ramchandrapura Industrial Area, Vidhani, Jaipur-303905, Rajasthan, India.** The University is easily accessible both from the Railway station and the Airport by Auto-Rickshaws or Cabs (Uber/Ola).
- The University will provide accommodation for the teams from May 27th, 2023 to May 28th, 2023. Teams mandatorily report to the committee organizers.
- Refreshments and transportation from the place of accommodation for the participants during the days of the Competition will be arranged by the organizers.



COMPETITION ROUNDS

- The event shall be conducted in four rounds, namely — Preliminary Round, Quarter Final, Semi-Final Round, and Final Round
- The preliminary round will consist of one round. The preliminary round is followed by the quarterfinal round which shall be conducted for 45 minutes followed by 10 minutes for Judges' feedback.
- The top 8 teams from the Preliminary Rounds shall qualify for the Quarter-Final Round based on the cumulative team score in the Preliminary Round. The top 4 teams from the Quarter-Final Rounds shall qualify for the Semi-Final Rounds on a knock-out basis. The Semi-Finals shall be held simultaneously in different rooms and judged by a different panel of judges.
- The top two teams from the Semi-Final Rounds shall go to the Finals based on the knock-out basis in the Semi-Final Rounds.
- In case of a tie, for a Negotiating Team, the team with the higher marks in the Opening Statement criteria of marking shall be given preference. If a tie still persists, then the score under Teamwork and Coordination shall be considered. If a tie still persists then the same shall be resolved by virtue of a lottery system.
- In case of a tie for Mediators, the Mediator with the higher marks in the Opening Statement criteria of marking shall be given preference. If a tie still persists, then the score under Time Management shall be considered. If a tie still persists, then the same shall be resolved by virtue of a lottery system.
- There will be a knock-out round which will be followed from the quarter-final round.
- All decisions taken by the Competition Administrator in case of a tie shall be binding and final.

MEDIATION PROCEDURE

- The Timing of the Rounds is designated in the following manner. Session Time stands for the Joint Session which includes Caucus & Break.

ROUNDS	SESSION TIME	BREAK TIME	CACUS TIME	FEEDBACK TIME	TOTAL TIME
Preliminary Round	45 mins	2 mins	15 mins	10 mins	55 mins
Quarter Final	50 mins	2 mins	15 mins	10 mins	65 mins
Semi Finals	55 mins	2 mins	15 mins	10 mins	75 mins
Finals	60 mins	2 mins	15 mins	10 mins	90 mins

• MEDIATION PROBLEMS AND CONFIDENTIAL INFORMATION

- During the Preliminary Rounds, the party that a team shall represent during a round will be informed to them beforehand.
- The confidential information for a round shall be released 30 minutes before the round.
- The teams shall not disclose their confidential information to any other participant throughout the competition. Disclosure of confidential information by any team before or after their round shall be grounds for immediate disqualification from the competition.

• GRIEVANCE REDRESSAL

- An equity committee of II JECRC NM&NC Members shall be established to address the grievances arising during the course of the Competition. All decisions taken by the Committee shall be final and binding.



MARKING CRITERIA

- NEGOTIATING TEAM

- SCORING SCALE :
- 1 marks = Poor
 - 2 marks = Average
 - 3 marks = Good
 - 4 marks = Very Good
 - 5 marks = Exceptional

PARTICULARS	MAXIMUM MARKS (TOTAL=50)
Opening Statement	5
Relationship-Building And	5
Problem-Solving	5
Advocating Interests	5
Information Gathering	5
Mutually Generating Creative Options	5
Collaboration With Other Party	5
Teamwork And Coordination	5
Use of Mediator	5
Effective Negotiation Skills And Negotiation Strategy	5
Effective Use of Caucus Session	5

MARKING CRITERIA

- MEDIATOR

- SCORING SCALE:
- 1 marks = Poor
 - 2 marks = Average
 - 3 marks = Good
 - 4 marks = Very Good
 - 5 marks = Exceptional

PARTICULARS

MAXIMUM MARKS (TOTAL=50)

Opening Statement	5
Establishing Working Atmosphere	5
Mediation Process	5
Profiling Parties Interests	5
Effective Mediating Skills	5
Comprehending Party's Apprehension	5
Eliciting Information	5
Facilitating Option Generation	5
Sensitivity to Ethical And Cross-Cultural Issues	5
Effective Use of Caucus Session	5

SUBMISSION OF THE MEDIATION PLAN

The plan must be prepared for all the rounds and submitted in a soft copy on or before the deadline.



MEDIATION PROBLEM

PRELIMINARY ROUND

- RISHTON KE BHI ROOP BADALTE HAIN!!

Harry Sharma and Hermoine Behl are Computer Science graduates of the 2010 batch of IIT Roorkee, IIT- Roorkee is one of the best engineering institute in India known for producing innovative minds and fantastic researchers. In order to get the additional Degree Harry also completed his M.B.A. from IIM Bengaluru in marketing. The two had been dating since their college and were exceptionally bright students. They performed well in their respective placement interviews and got packages in Techne9, a renowned Multi National Company. In 2015, they got married and decided to settle in Hyderabad. Both were doing exceptionally well in their respective job profile, Harry is known in the company for his excellent marketing skills while Hermoine is an expert software developer and is exceptional at managing the back-end functioning. Impressed by their professional success, hard work and compatibility with each other, the company decided to appoint them as Co- heads for the food delivery app “Wiggy Zohato” launched by the company in the year 2018. Harry led the project from the front being the face of it while Hermoine handled the technical aspects. Their skills coupled with their dedication made Wiggy Zohato a grand success. In 2020, Hermoine was appointed as the project head for a different Germany based assignment by Techne9. Harry was a part of the same. She headed the team for 2 years with extreme diligence and was rewarded with a promotion for her sublime performance by the company. In the meantime, Wiggy Zohato too became a renowned name in the market and started earning huge profits. Meanwhile, Techne9 decided to merge the Wiggy Zohato app with a German technology company and needed a dedicated employee for the same.

The company board decided to nominate Harmoine to represent Wiggy Zohato in Germany. She was given the option either to represent the company herself or nominate an equally worthy employee. The merger talks in Germany remain a rewarding opportunity for Harmoine career. Harmoine was excited about the opportunity and consented swiftly. Harmoine informed harry about her selection for heading the merger. Harry was surprised about her selection and asked her to withdraw her name. He tried to convince her that if he went to Germany, this would be a great professional opportunity for him to grow and make contacts. Harmoine disagreed with him and told him that the company recognized her potential. She refused to pass this opportunity over to him as she had done in the past. She also alleged that Harry had been using her to gain fame for himself by being the face of Wiggy Zohato and ignoring her contributions. The two started having frequent quarrels after this incident and started living separately thereafter. A common friend Mr. Hagwid convinced them to amicably resolve their issues and opt for mediation.

- Requesting Party: Harmonie Behl
- Requesting Party Lawyer: Mr. Ron Malfoi
- Responding Party: Harry Sharma
- Responding Party Lawyer: Miss Ginny Dobby



MEDIATION PROBLEM

QUARTER - FINALS ROUND

- PROMISES THAT ARE MEANT TO BE BROKEN

C-Scheme is a village located in Central Indianana. The inhabitants of C-Scheme are engaged in small and medium scale farming and there is a decent literacy rate in the village. The main crops grown include wheat and rice along with certain vegetables. The produce is used for sale and self-consumption; the proceeds from the sale remain the primary source of income for most of the inhabitants. The 200 odd families cultivate on approximately 300 acres of land. Despite having fair produce for last several years, most farmers remain under debt of banks and sahuikars. Pachisia & Pachisia AgribioTech is an Canadian company specializing in HYV Seeds, Seed Mutations and Nanotechnology. Pachisia & Pachisia AgribioTech has recently signed a MoU with the Government for development of higher yielding seeds and has been granted 15 acres of land on a 99 year lease for the same. The land was used for development of lavish offices, employee residences, research laboratories, recreational facilities and plantations. AgriBiotech came up with a “Wonder Package” for farmers under which if they deposited a sum of Rs 2,00,000/- they would be supplied with seeds and fertilizers enough for 10 acres of land. These seeds and fertilizers promised to at least double the existing output, if not more. CScheme was selected for a trial run of this Package and AgriBiotech extensively marketed the same. The Package was met with a cold response from the villagers as they were apprehensive about the claims and the cost was relatively higher than their usual cost. However, with the sowing season approaching, the entire village surprisingly paid for the package. A few months after sowing, the growth turned out to be slower than usual.

The representatives of the village met with the company officials and were assured that the variety was a late bloomer. The ultimate yield of the crop was far lower than usual thus causing enormous losses to the farmers. The grains produced were not sufficient for self-consumption, sale or sowing during next season. The company, unsure of the reason for this, took soil samples. The aggrieved farmers were refused a meeting with the company and were halted at the company gates. The farmers, agitated by this negative response and with the growing pressure of the money lenders, surrounded the campus of the company. The farmers then resorted to stone pelting the campus, thereby causing damage to the property of the company. The company has registered complaints with the Police against the farmers, which has led to the arrests of many farmers. The company, anticipating that the situation might get worse, has offered the farmers to resolve the matter via mediation. The farmers have readily agreed to the same. The plight of the farmers is being represented by Byomkesh, and his son Bakshi, who is an advocate in the city, and has come back to his village to fight for his brethren's rights. The Regional Head of Pachisia & Pachisia AgriBioTech will be representing the company, along with the company counsel Mr. Stephen.

- Requesting Party: Pachisia & Pachisia AgriBioTech
- Requesting Party Lawyer: Mr. Stephen
- Responding Party: Byomkesh Responding Party Lawyer: Bakshi

MEDIATION PROBLEM

SEMI- FINALS ROUND

• RESOLVING THE TIES THAT BIND

Yashwardhan Raichand family owns a successful family business, Raichand Marbles and Granites Private Limited, in Rajasthali, Indiana. The business was established by the patriarch Mr. Raghvendra Raichand (great grandfather of Yashwardhan Raichand) many years ago and is into the business of exporting of marble and granite in international market. The business has been passed down through various generations and is currently run down by Mr. Yashwardhan's two sons along and with their wives, Rahul, Rohan, Anjali and Pooja. The Raichand family is very reputed family of Rajasthali. However, a dispute has arisen among them regarding the illegal transmission of shares and appointment of a director of the company. Rahul is a director and has a shareholding of 35% in the company; Anjali, Rahul's wife, has a 5% shareholding in the company and is also a director; Rohan has a 25% shareholding in the company; and Pooja, Rohan's wife is also a director of a company with a 5% shareholding. Shareholding pattern of the company is as follows.

S.NO	NAME OF SHAREHOLDER	SHAREHOLDING %
1.	RAHUL RAICHAND	35
2.	ANJALI RAICHAND	5
3.	ROHAN RAICHAND	25
4.	POOJA RAICHAND	5
5.	NANDINI RAICHAND	15
6.	PREETI KAPOOR	15
	TOTAL	100

All day-to-day operations of the company were managed by Rahul. He, being the director and majority shareholder of the company, appointed three of his brothers-in-law as additional directors of the company without giving proper notice or intimation to other members and directors of the company. Soon after getting the majority on the board of the company, Rahul, with the help of his wife Anjali and brother-in-law, illegally transferred the shareholding that had been held by their mother Nandini Raichand to Anjali Raichand. Thereafter, Rohan Raichand lodged an FIR against Rahul, Anjali, and his three brother-in-laws, wherein he categorically mentioned about the illegal appointment of Rahul's brother-in-laws as directors of the company and the illegal transfer of shares by Nandini Raichand. Yashwardhan Raichand, as a retired patriarch and former managing director of the company, is concerned about resolving a dispute among his children and safeguarding the future and reputation of the family business, which has been built over generations. Also, knowing well how much time and effort will go into fighting a legal matter, he decided not to approach court and has requested his elder son, Rahul to go for the mediation. Considering the request of Yashwardhan Raichand, Rahul, approached Rohan for mediation. Thereafter, Rohan has accepted the request for mediation and the following mediation to be held under aegis of the Delhiana Mediation Centre

Note: Laws of Indiana are in pari materia with laws of India.

- Requesting Party: Rahul
- Requesting Party Lawyer: Ms. Ruksaar
- Responding Party: Rohan Responding Party Lawyer: Mr. Afshaaq.



MEDIATION PROBLEM

FINALS ROUND

- WHEN DEALS GO SOUR

Philiance Corporation. is a well-known company engaged in the business of manufacturing and export of cotton seed cakes. The company, has its registered office in Sultanpur, North Sophia. Philiance Corporation. entered into an Association Agreement on 20.12.2018 with an Indiana-based company named ShivShakti Agro Ltd., having its registered office at Jodhpuria, Rajgarah, Indiana (hereinafter referred to as "ShivShakti"). It was decided that ShivShakti would supply machinery to Philiance Corporation., and in exchange, Philiance Corporation. would exclusively supply 1000 MT per year to ShivShakti at a price of \$170 per MT (Metric Ton). The parties agreed that the machinery would be supplied and delivered at the Philiance's site within a period of 90 days and Philiance Corporation. will not pay any money for the supply of machineries. Before the machineries could even reach the manufacturing site of Philiance Corporation., both parties realized that the previous agreement was not feasible. As a result, they entered into a Purchase Agreement on 10.06.2019 which superseded the Association Agreement dated 20.12.2018. Under this agreement, Philiance Corporation. agreed to pay for the machines and supply 1250MT per month to ShivShakti at a price of \$180 per MT. The parties also agreed that ShivShakti would pay 10% advance to Philiance Corporation. for every purchase order. ShivShakti issued two invoices to Philiance Corporation. for the machinery payments, namely BST-E1 and BST-E2. Philiance Corporation. has only made the payment for BST-E1, and the payment for the second invoice is still pending from the Philiance's side. The parties further agreed that ShivShakti would have the exclusive right to supply in the states of Rajgargh, Punjaria, and Haryani.

It was also agreed between the parties that the price could only be revised (less/more/equal) based on the conditions specified below:

S.NO	PARTICULARS
1.	COTTON SEED
2.	PROCESS COST
3.	ANCILLARY COST & PACKING & HANDLING COST
4.	TRANSIT COST
5.	DEPRECIATION
6.	OVERHEADS & INTEREST COST
7.	OCEAN FREIGHT

After the execution of the Purchase Agreement Philiance Corporation started supplying the goods to ShivShakti. During the period of 2020-2021 Philiance Corporation increased the price of the goods from \$180 per MT to \$280 per MT. However, ShivShakti purchased the goods at the revised price. During this time period, a deadly virus named Coronavirus hit the world and had a significant impact on international trade between countries. Subsequently, the parties entered into an addendum agreement dated 15.01.2021, making amendments in the previous purchase agreement. It was decided in the addendum agreement that Philiance Corporation could sell the goods to third parties, but it should not be below the NCDEX price. However, The first option to buy the goods would be given to ShivShakti and only upon refusal to buy from ShivShakti, Philiance Corporation could sell the goods to third parties.

In accordance with their commercial arrangement, ShivShakti always paid the advance to Philiance Corporation in time. However, during that time, the Russian and Ukrainian War occurred, resulting in increased freight charges and supply costs. Consequently, Philiance Corporation couldn't fulfil its promise to supply the promised quantity of goods to ShivShakti.

Following the less supply on the part of Philliance Corporation, ShivShakti terminated the agreement citing Philiance's alleged failure to fulfil its contractual obligations and also sought compensation against the lessor supply made to ShivShakti. ShivShakti also lodged an FIR alleging Cheating and fraud done by Philliance Corporation in not making the complete payment of Machineries supplied by it to Philliance and also due to lessor supply of goods by Philliance despite receiving timely payment from ShivShakti in Indiana. The police station situated in Indiana issued summons to the Directors of Philliance Corporation. Philiance Corporation, being aware of the significant amount of time, effort, and money required to engage in legal proceedings and considering the international nature of the company, which would make it difficult for key personnel to travel to India repeatedly, on Advice of their Lawyer Mr. Louis Phillip they requested mediation as per the agreement with ShivShakti. ShivShakti Agro Ltd. has agreed to the request for mediation along with their lawyer, Mr. Sundar Batliwala, will attend the mediation on the designated date.

- Requesting Party : Philiance Corporation
- Requesting Party Lawyer: Mr. Louis Phillip
- Responding Party: ShivShakti Agro Ltd.
- Responding Party Lawyer: Mr. Sundar Batliwala



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ADVOCATES & CONSULTANTS

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