

3RD RMLNLU



**INTERNATIONAL ARBITRATION
MOOT COURT COMPETITION, 2025**

[21st - 23rd FEBRUARY, 2025]



IN COLLABORATION WITH



**THEME
SPONSOR**



**INSTITUTIONAL
PARTNER**



**ASSOCIATE
SPONSORS**

**MOOT
PROPOSITION**
[27.12.2024]

Raymond Reddington

Rechtsanwalt

221-B, Dembe Strasse, Frankfurt, Germany

Tel: +49-24353456

raymond@red.de

By email and courier

Registrar,

Singapore International Arbitration Centre

28 Maxwell Road

#03-01, Maxwell Chambers Suites,

Singapore 069120

December 19, 2024

Notice of Arbitration

(Under Rule 3 of the SIAC Arbitration Rules, 2016)

Splash The Rock GmbH v. JVNL

Dear Registrar,

On behalf of my client, *Splash The Rock GmbH*, I submit the enclosed Notice of Arbitration pursuant to Rule 3 of the SIAC Arbitration Rules, 2016. It is clear that the Respondent, JVNL, has illegally withheld payment after issuing the completion certificate. Despite repeated reminders, the Respondent has not paid my client's legitimate dues and is also liable to pay for loss of profit, idling of machines and labour, and overheads due to prolongation of the contract. Therefore, my client is invoking

arbitration in pursuance of the dispute resolution clause.

In line with the arbitration agreement, the claimant nominates Ms. Tara Soft as the arbitrator. Her declaration of impartiality, independence, and availability is attached to this notice.

Regards,

A handwritten signature in blue ink, appearing to read 'Red', with a flourish extending from the end.

Raymond Reddington

Attachments:

- (a) Notice of Arbitration with Exhibits
- (b) Declaration of impartiality and independence of Ms. Tara Soft (*not reproduced*)

Raymond Reddington

Rechtsanwalt

221-B, Dembe Strasse, Frankfurt, Germany

Tel: +49-24353456

raymond@red.de

Notice of Arbitration

(pursuant to Rule 3 of the SIAC Arbitration Rules, 2016)

in the Arbitral Proceedings between

Splash The Rock GmbH v. JVNL

Splash The Rock GmbH
4, Schiesse Strasse, Frankfurt,
Germany

Claimant

JVNL
1, Tunde Street, Lucknow,
India

Respondent

Statement of Facts

1. The Claimant, *Splash The Rock GmbH* (“STR”), is a limited liability company, having its registered office located at 4, Schiesse Strasse, Frankfurt, Germany represented through its Director, Mr. Walter White.
2. The Respondent, JVNL, is a 100% government owned unlisted public company.
3. STR was started by Mr. Walter White after his initial years working as an Engineer with a hydropower company in Germany. During his time at the company, he first came to India in 2010 to execute a 2 MW hydropower project in the State of Himachal Pradesh. Mr. White was fascinated by the Indian topography and its

potential to be the leader in clean energy. One day, while working on the project, he was introduced to Mr. Vijay Challya and Mr. Kirav Sodi.

4. Mr. Challya was the CEO of a multi-million company called Fly High Pvt. Ltd. (“**Fly High**”), and Mr. Sodi was the CEO of a company called Diamonds Forever Pvt. Ltd. (“**Diamonds**”). Both companies had received several government tenders for executing several power projects in the country. In the meeting between Mr. White, Mr. Challya and Mr. Sodi, the three of them had a passionate discussion about the future of the Indian infrastructure sector and the bright prospects of doing business in India, especially in the power sector.
5. Years later, in 2017, Mr. White set up STR and started the business of hydropower generation and wind turbines. STR was very successful and, within years, scaled to become a reputed company in the power generation business by continuously delivering all projects on time.
6. By divine providence, Mr. Sodi and Mr. White were seated next to each other on a flight from Frankfurt to Dubai. They greeted each other and started discussing business prospects. Mr. Sodi told him about EPC contracts being given by the States in India to cater to a rising demand for electricity and informed him about how profitable the contracts could be, especially by applying the Hudson or Eichleay formulae. The conversation ended with an exchange of business cards. A few months later, while attending a fare in Munich, Mr. White ran into Mr. Challya who echoed Mr. Sodi’s sentiments and presented a rather promising and rosy picture of doing business in India and the country’s strong commitment to make India an ‘arbitration hub’. This meeting with Mr. Challya convinced Mr. White to consider taking up projects in India, especially those financed by the World Bank as in such contracts, FIDIC contracts are mandatory.
7. On 12.09.2021, right after COVID-19 restrictions were lifted, JVNL invited bids to construct the 22 MW Dev Bhumi Hydro Power Plant (“**Project**”) on a ‘turnkey’ basis (“**Tender**”). The contract was to be awarded in two parts, i.e., (a) civil works, and (b) operation and maintenance (“**O&M**”) for two years post-completion based on a Bill of Quantities (“**BOQ**”) and a lump-sum for O&M.

8. Mr. Challya shared the link of the Public Procurement Website with the instructions to bidders to Mr. White on whatsapp. Mr. White immediately got on the phone with Mr. Challya and Mr. Sodi and intensely negotiated for a joint venture to submit a bid. However, the discussions did not materialize, and all three bidders ended up submitting separate bids.
9. Only three bidders, i.e., STR, Fly High and Diamonds, met the qualification criteria when the tenders were opened. STR emerged as the L-1 bidder and was consequently awarded the contract on 18.11.2021 with a completion period of 24 months (“**Contract**”). Mr. White was thrilled and immediately mobilized resources to execute the Contract.
10. Unfortunately, as time passed, Mr. White realized that Mr. Sodi’s description of doing business in India was true as the Respondent did not have complete access to the site and approach road where the plant was to be built. Mr. White’s repeated correspondence for handing over the site fell on deaf ears. Instead, he kept receiving frivolous letters from the Respondent about the lack of adequate manpower and machinery. After several in-person meetings with the Respondent’s officers, the request for extension of time (“**EOT**”) was granted, and the plant was successfully commissioned on 27.08.2024.
11. Till the date of commissioning, the Claimant had raised invoices to the tune of INR 46 crores, against which payment for INR 30 crores had already been paid after the measurement of work being recorded in the Measurement Book (“**MB**”) maintained by the Respondent. However, the Respondent failed to record all of the works and is illegally withholding INR 16 crores, alleging delay in execution and consequently has imposed liquidated damages of INR 5 crores.
12. The Claimant is entitled to the balance payment, along with loss of profit, idling of machinery and labour due to delay in handing over of the site, lack of approach road, and overheads for prolongation of the Contract.

Legal Evaluation

Jurisdiction and Nomination of Arbitrator

13. The Claimant submits that the dispute is to be decided in accordance with the SIAC Arbitration Rules, 2016 by a sole arbitrator. The Parties have included in their Contract the following arbitration clause:

Clause 75:

“75.1 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the SIAC Arbitration Rules, 2016, or any subsequent edition of the SIAC Arbitration Rules in force at the time of commencement of the arbitration, which rules are deemed to be incorporated by reference to this clause.

75.2 The governing law is Indian law, and the seat of arbitration is India. The language to be used in the arbitral proceedings shall be English.”

Merits

14. The Claimant was awarded the Tender and consequently entered into a Contract for building the Project on a ‘turnkey’ basis. The Project was to be completed within 24 months but was completed on 27.08.2024 solely because of the delay caused by the Respondent in handing over the Project site and the lack of an approach road. The Claimant has duly performed the Contract, and the plant has been commissioned. Therefore, the Claimant is entitled to payment as per the invoices, along with loss of profit, idling of machinery and labour due to delay in handing over of the site, lack of approach road, and overheads for prolongation of the Contract. Thus, the Respondent is in clear breach of the terms of the Contract.

Statement of Relief Sought

Based on the above, the Claimant requests the Arbitral Tribunal:

1. to declare that the Respondent breached the Contract;

2. to direct the Respondent to pay the balance invoices of INR 16 crores;
3. to award damages due to breach and prolongation to the tune of INR 25 crores;
4. to order the Respondent to bear the costs of the arbitration.



Raymond Reddington

Enclosures: Claimant's Exhibit C1

“23: Payment on Account

23.1 Running Account/ Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-In-Charge for the work executed. The Engineer-In-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).

23.2 Payment on account for amount admissible shall be made on the Engineer-In-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be withheld/ deductible or recoverable in terms of the Contract.

23.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.

44: Measurements

44.1 The Engineer-In-Charge shall except as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the Contract.

44.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of INDIAN Standards (BIS).

44.3 All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Employer so that a complete record is maintained of all work performed under the Contract.

44.4 Measurement shall be taken jointly by the Engineer-in-charge or his representative and by the Contractor or his authorized representative

44.5 Before taking measurement of any works, the Engineer-in-charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Engineer-in-charge shall be taken to be correct and final measurements of such work.

44.6 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.

44.7 Measurement shall be signed and dated by both parties on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded by the representative of the Engineer-In-Charge a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-In-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations. Provided that items of work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both the parties at the time of execution of such items.

Rathi Simsan Singh
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By email and courier

Registrar,
Singapore International Arbitration Centre
28 Maxwell Road
#03-01, Maxwell Chambers Suites,
Singapore 069120

Splash the Rock GmbH
4, Schiesse Strasse, Frankfurt,
Germany

Claimant

JVNL
1, Tunde Street, Lucknow,
India

Respondent

January 3, 2025

RESPONSE TO THE NOTICE OF ARBITRATION

(Under Rule 7 of the SIAC Arbitration Rules, 2025)

Introduction

1. In its Notice of Arbitration, the Claimant has concealed material facts and is not entitled to any relief. A First Information Report (“**FIR**”) has been lodged on 27.08.2024 at Daryaganj Police Station for fraud and cheating against STR, Fly High and Diamonds and their directors. The Claimant, along with other bidders, was involved in ‘tender pooling’ and submission of a fraudulent bid. Hence, the Contract was terminated on 26.12.2024. Notwithstanding the above and without prejudice to the Respondent’s position, the Claimant’s purported claims are procedurally improper and legally invalid as the Claimant incorrectly filed its Notice of Arbitration under the SIAC Rules 2016.

Statement of Facts

2. The Claimant has conveniently laid down an elaborate tale of the meetings between Mr. White, Mr. Challya and Mr. Sodi. However, the Claimant has concealed the fact that all three demand drafts submitted by STR, Fly High, and Diamonds against the Earnest Money Deposit (“**EMD**”) for applying for the Tender were obtained from Fly High's bank account. (**Exhibit R1**)
3. It is important to note Clause 12 of the Instructions to Bidder (“**ITB**”) (**Exhibit R2**). Further, all three bidders had given an affidavit along with their bid that there was no financial connection between the bidders. The fact that the demand drafts were procured from Fly High’s account is sufficient to show that the three bidders were actively colluding and were involved in bid-rigging. They deliberately submitted false affidavits to obtain the Tender. Hence, the Contract is void on account of material misrepresentation amounting to fraud.
4. Since the Claimant submitted a collusive bid with the other bidders, the Respondent could not have evaluated the bid as per the terms of the ITB which eventually affected the sanctity and transparency of the entire tender process undertaken by the Respondent.


5. After lodging the FIR, Mr. Challya issued a press release (**Exhibit R3**) clarifying that the demand drafts were procured based on the legal advice of the in-house counsel of STR. On asking Mr. Challya about the details of the in-house counsel, the Respondent learned that Ms. Munjya, originally from India, who had completed her master's from Switzerland, was hired only for the Project as Mr. White wanted an Indian lawyer to be on board from the beginning.

Nomination of Arbitrator and Jurisdiction of the Sole Arbitrator

6. The Respondent accepts the Claimant's proposal to appoint Ms. Tara Soft as the sole arbitrator. However, without prejudice to the above, the sole arbitrator lacks jurisdiction to proceed as the matter pertains to serious fraud and is non-arbitrable. No arbitration agreement exists between the parties, as the Contract is void. Even otherwise, the Contract stands terminated per Clause 38 of the Contract (**Exhibit R4**). Therefore, the alleged claim is not maintainable in the eyes of law.
7. The Respondent reserves the right to bring a counter-claim against the Claimant before the appropriate court as per law.

Legal Evaluation

8. The present claim is not legally maintainable as all claims arise from the Contract. Since the Contract was obtained by fraud and is void, no rights can accrue to the Claimant from such a Contract. Even otherwise, without prejudice, the Contract has been duly terminated, and the sole arbitrator has no power in law to restore a terminated Contract. In the absence of restoration of the Contract, none of the claims are maintainable.
9. The reliefs prayed for cannot be granted by this tribunal. First, the claims arise from the matter is non-arbitrable as it relates to serious fraud. Second, without prejudice, the Contract is *void ab inito*. The claims are liable to be dismissed with heavy costs in favour of the Respondent.


Rishi Simsan Singh

Enclosures:

Exhibits

Direct Bank of Commerce

Date: December 21, 2024

To Whom It May Concern

This is to confirm that the following demand drafts were procured from the account of Fly High Private Limited, account number 983704422111, held at Direct Bank of Commerce, Daryaganj, Lucknow:

1. Demand Draft No. 212121 dated 18.09.2021 for an amount of INR 36,97,432/.
2. Demand Draft No. 212122 dated 18.09.2021 for an amount of INR 36,97,432/.
3. Demand Draft No. 212123 dated 18.09.2021 for an amount of INR 36,97,432/.

These demand drafts were issued as per the instructions received from Fly High Private Limited.

Should you require any further information or clarification, please do not hesitate to contact us.

Yours sincerely,

Raghudam Banjan

Manager

Direct Bank of Commerce

Instructions to Bidders

“12. Signature of Bids

12.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature.

12.2 The names of all persons signing should also be typed or printed below the signature.

12.3 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).

12.4 Bids by a Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

12.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

12.6 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

22: Purpose for evaluation of Bids:

*The Bids received/accepted/opened will be evaluated by the Employer to ascertain the technically responsive bid for the complete scope of the proposal, as covered under these specification and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED COMMERCIALY AND TECHNICALLY RESPONSIVE BIDS.***

32: Comparison of the bids:

32.1. The bids shall be compared on the basis of the percentage above or below the BOQ contained in the DPR for the entire scope of work as defined in the Bidding Document.

32.2. All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the Contract.”

****Press Release****

Fly High Private Limited Clarifies Position on Recent Tender Pooling Allegations

Lucknow, India – December 31, 2024 – In response to recent allegations of tender pooling and bid rigging in the public tender related to 22 MW Dev Bhumi Hydro Power Plant Fly High Private Limited wishes to clarify its position and provide transparency regarding the procurement of demand drafts.

Fly High acknowledges the concerns raised and takes these allegations seriously. We would like to emphasize that our actions were guided by legal advice from the in-house counsel of Splash The Rock GmbH. According to the legal opinion provided, it was permissible for all three bidders involved in the tender to procure the demand drafts from the account of one of the bidders.

The in-house counsel advised that this approach was within the legal framework of India and did not constitute any form of collusion or unfair practice. Since the talks between the bidders for a joint venture had failed, as a gesture of good faith and convenience, Fly High only helped prepare the demand drafts for Splash The Rock GmbH. There was no intention to rig the tender or commit any illegal act.

We remain committed to maintaining the highest standards of integrity and transparency in all our business dealings. Fly High has always adhered to the principles of fair competition and will continue to do so. We are cooperating fully with the authorities to resolve this matter and demonstrate our compliance with all applicable laws and regulations.

We appreciate the opportunity to clarify our position and assure all stakeholders of our unwavering commitment to ethical business practices.

For further information, please contact: Mr. Challya, CEO, Fly High Private Limited.

Email: flyinghigh.ceo@flyhigh.in

38: Default By the Contractor and Termination of Contract In Full Or In Part

“38.1 If the Contractor:

i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it. Immediately after a notice in writing is given to him by the Engineer-in-Charge; or

ii) fails to complete the Works or any item of Works within the time specified in Schedule ‘C’ or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-in-Charge; or

iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the Contract.

For the purpose of this clause:

a) ‘Corrupt Practice’ means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of Contract.

b) ‘Fraudulent Practice’ means mis-representation of fact in order to influence the Bidding process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the employer of the benefits of free and open competition.

The Engineer-In-Charge shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer- in-charge shall be conclusive evidence.

38.2: The Engineer-In-Charge shall, on such termination of the contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Engineer-In-Charge shall also have powers to carry out the incomplete work by any

means or through any other agency or by himself at the risk and cost of the contractor. In such a case, the value of the work done through such agencies shall be credited to the Contractor at the contract rate and the Contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 38.4 hereunder.

38.3 On termination of the Contract in full or in Part, the Engineer-In-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the Contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-In-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the Contractor, which shall be released after completion of works and settlement of amounts under the Contract.

38.4 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-In-Charge shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.”

42.0 Termination of Contract on Employer’s Initiative

42.1 The Employer reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the clause titled ‘Contractor’s Default’.

42.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further subcontracting or

purchasing activity related to the work terminated, and assist the Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer.”

Procedural Order No. 1

in the Arbitral Proceedings

Splash The Rock GmbH v. JVNL

1. Pursuant to the SIAC Rules, the arbitration was deemed to have commenced on 1 January 2025.
2. The Sole Arbitrator was appointed by the President of the SIAC Court of Arbitration on February 15, 2025.
3. Following the discussions and the agreements reached in the telephone conference of February 18, 2025 [not reproduced], the Sole Arbitrator takes note of the following facts:
 - 3.1. The Respondent challenges the jurisdiction as the matter pertains to serious fraud.
 - 3.2. The Parties are in disagreement on the applicable SIAC Rules to the dispute.
 - 3.3. The Claimant has sought to amend the reliefs prayed for [not reproduced] due to subsequent events. The Claimant has added two reliefs:
 - 3.3.1. Declare the termination notice dated 26.12.2024 as illegal.
 - 3.3.2. In the alternative, direct the respondent to reconstitute the Claimant under Section 64 of the Indian Contract Act, 1872.
 - 3.4. The Parties agree that in light of that arrangement and the issues in dispute, the Parties will bifurcate the proceedings. The first part of the proceedings, i.e., the next round of submissions as well as the first oral hearing, will be devoted to the challenge of the jurisdiction of the Sole Arbitrator, the applicable SIAC Rules and the question of whether the claimant is entitled to the reliefs prayed for.
 - 3.5. Both Parties agreed to using a Redfern Schedule for the discovery and production of documents.
 - 3.6. All issues will be presented jointly at the oral hearing.

4. Both Parties have agreed in the telephone conference of February 18, 2025, that irrespective of the outcome of the first part of the proceedings, a final decision on costs and damages should be reserved for a separate award. The rationale for such an agreement is to allow both Parties to make their submissions on costs and damages in light of the outcome of the merits.

Procedural Order No. 2

1. On February 20, 2025, the Respondent filed an application for early dismissal as per Rule 47.1 of the SIAC Rules, 2025 for a manifest lack of jurisdiction [not reproduced] and without prejudice to the application also requested the Claimant to produce Ms. Munjya's legal opinion. [**Exhibit R4**].
2. The Respondent has also opposed the request for amendment on the ground that the Contract is *void ab initio*. Hence, there can be no question of the termination being illegal. Further, if the alternative plea of the Claimant is considered by this tribunal, the Respondent has expressly reserved its right to file a counter-claim and will seek necessary relief under Section 75 of the Indian Contract Act, 1872. As such, the application for early dismissal needs to be decided before this tribunal can consider the amendments.
3. The Claimant has opposed the application for early dismissal as not maintainable under Rule 29 of the SIAC Rules, 2016 and/or Rule 47 of the SIAC Rules 2025 and vehemently objected to the production request as Ms. Munjya's legal opinion is privileged and confidential.
4. Considering the agreements and considerations, the Arbitral Tribunal makes the following orders:
 - 4.1. In their next submissions and at the Oral Hearing in Lucknow, the Parties are required to address the following issues:
 - 4.1.1. Whether the SIAC Rules 2016 or the SIAC Rules 2025 are the applicable arbitration rules to the dispute?
 - 4.1.2. Should the Tribunal allow the Respondent's application for early dismissal?
 - 4.1.3. If not, can and should the Tribunal direct the Claimant to produce Ms. Munjya's legal opinion?
 - 4.1.4. Is the termination of the Contract valid in law?

4.1.5. Is the Respondent liable to restate the claimant?

4.2. For the Parties' submissions the following Procedural Timetable applies:

4.2.1. CLAIMANT's submission: no later than 27th January, 2025.

4.2.2. RESPONDENT's submission: no later than 27th January, 2025.

4.3. The submissions are to be made in accordance with the Rules of the competition released by the Moot Court Association of RMLNLU, Lucknow.

4.4. In the event Parties need further information, Requests for Clarification must be made no later than 13th January, 2025 via the Google form provided in the official rulebook of the competition. No Party is allowed to submit more than ten questions.

Parties are invited to attend the Oral Hearing scheduled for 21st-23rd February, 2025 in the campus of RMLNLU, Lucknow. The details concerning the timing, and the venue will be provided in due course.



Ms. Tara Soft

Sole Arbitrator

EXCERPT OF THE REDFERN SCHEDULE

Document(s)/Category of Documents Requested	Relevance and materiality		Objections	Reply to objections	Tribunal's decisions
	Reference	Reasons for request			
Documents related to the claimant: (a) Legal opinion of Ms. Munjya	Press release	To determine the collusion between the claimant and other bidders	The document is privileged and confidential.	Privilege does not apply to in-house counsel. Even otherwise the tribunal can appoint a privilege referee.	
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The Moot Proposition has been drafted by Dr. Ajar Rab. Any attempt to contact him shall result in immediate disqualification.

The current Moot Proposition may not be used by any participant, or any other party, for any reason, including intra-school competitions, without the prior written consent of the Organising Committee.