



# MOOT COURT COMMITTEE

DR. RAM MANOHAR LOHIYA NATIONAL LAW UNIVERSITY



## 4<sup>TH</sup> RMLNLU



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SINCE 1985

exceeding expectations

## INTERNATIONAL ARBITRATION MOOT, 2026

[3<sup>rd</sup> - 5<sup>th</sup> APRIL, 2026]



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## CLARIFICATIONS

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**CLARIFICATIONS**

**4<sup>TH</sup> RMLNLU-LKS INTERNATIONAL MOOT COURT COMPETITION, 2026**

- 1. Was any attempt at amicably settling the dispute made, and if so, what was the extent/duration of the same?**

Parties attempted amicable settlement of Dispute No. 1, no amicable settlement talks were undertaken for any other disputes.

- 2. When was the Project supposed to be completed under the Contract?**

The original Completion Date under the Contract was 31 December 2023.

- 3. What was the duration of the delay in completion, on the basis of which the Respondent has filed its counterclaims?**

270 days.

- 4. Under what agreement was the third-party vendor permitted to complete the works, given that this was a turnkey contract, and was the Contract with the Claimant, insofar as the pendency of the works at Station 1 was concerned, partially terminated?**

The execution of certain works at Station 1 through a third-party agency was undertaken by UIAS in exercise of its contractual rights under the governing contract, following the Buildwell's alleged failure to remedy defective works. There was no termination or partial termination done or required and the original turnkey contract, continued to subsist between UIAS and the Buildwell.

- 5. Is "Rule 31" in the bare text of issue 4 the intended reference?**

Yes.

- 6. The facts state that the Claim was escalated to the Engineer on 10 March 2024, and the Engineer was unable to give a decision within the "Contractual timeline". The dispute was then escalated to the DAB (date not specified). Could we get a clarification on what date exactly was the disputed escalated to the DAB and what is the contractual timeline for the Engineer to give their determination?**

Date of DAB referral for Para 12 of the factual background is 05 May 2024 for both Dispute No. 1 and Dispute No. 2. For '*Contractual timeline*' kindly refer to the governing contract.

- 7. What was the time gap (in days) between Build-well detecting the hard granite rock formations and issuing the Notice of Claim to the Engineer on 10 March 2024?**

Buildwell first detected hard granite formations on 15 July 2023, i.e., 238 days prior to the Notice of Claim dated 10 March 2024.

**8. After the DAB's 84-day failure to issue its decision within the contractual timeline, did Build-well issue a Notice of Dissatisfaction to UIAS?**

NOD was issued for Dispute No. 2 on 02 August 2024, after expiry of the DAB's 84-day period.

**9. Clause 15 of the Factual Background states that Buildwell sought SGD 60 million as prolongation costs in its Notice of Arbitration. However, under the "Reliefs Sought" section, the Claimant seeks SGD 55 million for the same. Could the committee clarify which of these figures is the correct claim amount?**

The correct original claim was SGD 60 million.

**10. The Respondent raises a counterclaim for damages for "alleged defective works" at Station 1. Did the Respondent ever issue a formal Clause 2.5 (Employer's Claim) notice or a notice under Clause 11 (Defects Liability) regarding these specific defects prior to filing the Response to the NOA?**

At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, this fact is unknown at this stage.

**11. Annexure I contains a "Note" from the DAB regarding Dispute 1. Is this Note intended to be a formal "Decision" under Sub-Clause 20.4, or is it merely a procedural direction?**

The participants are free to interpret.

**12. Amicable Settlement: Did the parties engage in or attempt the amicable settlement after the DAB's fail bures but before the commencement of arbitration on 05 January 2025?**

Reference to be made to Question no. 01

**13. Buildwell submitted a Notice of Claim to the Engineer under Sub Clause 20.1 for both the dispute but after the Engineer failed to issue a determination within the contractual timeline (para 11), Buildwell referred both disputes to the DAB (para 12). What was the date of referral to the DAB for both disputes?**

Reference to be made to Question no. 06.

**14. Who exactly is the “Engineer” under the contract, a UIAS department, or an independent professional (often a consulting engineer or project management consultant)?**

Reference to be made to the governing Contract.

**15. What was the date on which DAB issued the note for Dispute 1 (Annexure 1)?**

The DAB Note for Dispute 1 was issued on 05 July 2024.

**16. The factual background (paras 7–8) records that Buildwell encountered unforeseen subsurface conditions, including extremely highwater pressure, hard granite rock formations, and unstable soil strata, which necessitated a change in tunnelling methodology from EPBM to slurry shield technology. However, the proposition does not specify the exact duration, date, or month when these subsurface conditions were first encountered. Could you clarify the precise timeline of occurrence of these unforeseen conditions?**

At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, the particulars of this claim are unknown at this stage.

**17. Is the subject line “Reference of Dispute 2” in the note issued by DAB for Dispute 1(Annexure 1) a typographical error, or should it be treated as evidence of DAB’s inconsistency?**

The subject line “Reference of Dispute 2” is a typographical error, and should be read as ‘Dispute No. 1’ instead of ‘Dispute No. 2’.

**18. Did the Engineer issue any formal notice or communication to UIAS regarding the unforeseen subsurface conditions (including extremely highwater pressure, hard granite rock formations, and unstable soil strata) that necessitated a change in tunnelling methodology from Earth Pressure Balance Machines (“EPBM”) to slurry shield technology?**

At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, the particulars of this claim are unknown at this stage.

**19. Did Buildwell provide any formal notice directly to UIAS (apart from the Notice of Claim submitted to the Engineer under SubClause 20.1) when it encountered the**

**unforeseen subsurface conditions requiring a change in tunnelling methodology from EPBM to slurry shield technology?**

Buildwell did not issue any separate notice to UIAS apart from the Sub-Clause 20.1 Notice to the Engineer.

**20. The factual background (paras 10 and 15) records Buildwell's claim for prolongation costs as SGD 60 million, whereas the "Reliefs Sought" section (page 7) lists the claim as SGD 55 million. Could you clarify whether this discrepancy is a typographical error or whether Buildwell revised its claim amount during the proceedings?**

Reference to be made to Question No. 09.

**21. The factual background records that UIAS engaged a third-party agency to rectify alleged defective works at Station 1. Under Clause 11 of the FIDIC Yellow Book 1999 (Defects Liability), the Employer is required to notify the Contractor of any defects and provide an opportunity to remedy them before engaging others. Could you clarify whether UIAS followed this due process, i.e., whether Buildwell was formally notified of the defects at Station 1 and gave Buildwell an opportunity to remedy them prior to involving a third party?**

At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, the particulars of this claim are unknown at this stage.

**22. According to the provided factual background the UIAS is claiming SGD 25 million as a counterclaim for alleged defective works by Buildwell at Station 1, which UIAS was compelled to get executed by a third-party agency. Referring my clarification question, if the Buildwell was formally notified of the defects at Station 1 and given an opportunity to remedy them prior to involving a third party, whether Buildwell refuse to remedy them or fail to do the same? Also, if Buildwell failed to remedy it whether the UIAS ever issued a formal termination notice to Buildwell under Clause 15 of the FIDIC Yellow Book 1999, or whether the third party involvement occurred without termination?**

Reference to be made to Question no. 04. Further, At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, the particulars of this claim are unknown at this stage.

**23. Whether the Buildwell filed any Notice of dissatisfaction for dispute 2 before referring the matter to the arbitration tribunal?**

Reference to be made to Question no. 08.

**24. Whether the UIAS filed any Notice of dissatisfaction against the note issued by DAB for Dispute 1?**

UIAS did not issue any Notice of Dissatisfaction against the DAB Note.

**25. Whether the note issued by the Dispute Adjudication Board (DAB) in Dispute 1 qualifies as a formal DAB decision under the applicable contractual framework?**

Reference to be made to Question no. 11.

**26. Whether the DAB has expressly directed the parties to approach the arbitral tribunal, or if such reference is merely suggestive in nature?**

Reference to be made to Question no. 11.

**27. The No Objection Certificate (NOC) to the Engineer is stated to have been issued on 10th March 2024. (Para. 10) However, Annexure 1 indicates that the Claimant referred an NOC to the DAB on the same date. Kindly clarify if the reference to the DAB occurred on the same date as the issuance of the NOC ?**

Buildwell submitted its Notice of Claim to the Engineer on 10 March 2024 and the disputes were referred to DAB on 05 May 2024. Accordingly, in the first line of Annexure-1, "The Claimant vide its Notice of Claim dated 10 March 2024, referred its claims to DAB for adjudication under two Disputes – Dispute 1 and Dispute 2." To be read as "The Claimant vide its Notice of Reference dated 05 May 2024, referred its claims to DAB for adjudication under two Disputes – Dispute 1 and Dispute 2."

**28. Under Sub-Clause 20.4 of the GCC, kindly clarify what the abbreviation "GCC" stands for in the context of the proposition from Annexure 1 at Page 9 ?**

"GCC" stands for General Conditions of Contract.

**29. Whether the Contractor had notified the Engineer regarding the change in the method of construction as per the procedural requirement under FIDIC Yellow Book (First Edition) ?**

At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, the particulars of this claim are unknown at this stage.

**30. As per Issue 2, the proposition refers to non-compliance with Clause 20 of the contract. However, the facts indicate that the Claimant initially approached the**

**Engineer and thereafter referred the dispute to the DAB upon the Engineer's failure. In this context, kindly clarify whether the alleged non-compliance with Clause 20 pertains only to the stipulated pre-arbitral procedural requirements, or whether it extends beyond such procedures ?**

The alleged non-compliance relates only to pre-arbitral procedural sequenced under Clause 20 of the governing Contract.

**31. Kindly clarify the meaning of the Engineer's "failure to issue a determination." In particular, whether a fair determination requires prior consultation with both parties, and whether such consultation took place in the present case ?**

Kindly refer to Para 11 of the moot problem. "Failure to issue determination" means fail to issue determination within contractual timeline.

**32. Can the east-west corridor be construed as the real life East - West Corridor / East-West Line (EWL) MRT of Singapore?**

The facts, characters, and events presented in this document are purely fictional.

**33. Which Yellow Book Rules are applicable in the present case - The first edition of 1999 or the edition of 2017?**

Kindly refer to Para 4 of the factual background.

**34. In Para 10, in the Clause '20.1 of the Contract', which Contract is being referred here?**

Kindly refer to Para 3 of the factual background for the Definition of "Contract".

**35. What is the exact relief sought by the Claimant - 60 million (Para 10, Page No. 3) or 55 million SGD (Clause (iii), Relief Sought, Pg. 7)?**

Reference to be made to Question no. 09.

**36. In Para 7, what is the date of the occurrence of "unforeseen subsurface conditions"? Because based on such a date, the liabilities of each party will be determined under 20.1 of the Yellow Book. ?**

At the present stage only the NOA has been filed along with the Response to NOA and Counterclaims, and the Answer to the Response to NOA and Counterclaims has been filed. No other pleadings are on record before the Arbitral tribunal. Therefore, the particulars of this claim are unknown at this stage.