

**KARNATAKA PROGRESSIVE EDUCATION SOCIETY'S  
Dr. G. M. PATIL LAW COLLEGE**

D.C.COMPOUND, DHARWAD

**ARBITRATION PROBLEM -1**

Arun is an ice cream brand which produces 10,000 liters of ice cream every day and supplies it to all its franchises. Arun has entered into an agreement for the purchase of packing material with M/s. Emigo Packers Pvt. Ltd., which manufactures packing materials like tetra paper, bowls, cups and such other plastic containers.

On 15/05/2017 M/s. Emigo Pvt. Ltd., fails to effect the scheduled daily supply of packing materials, as it had no stock of raw material for the production. However on the very next day as usually it supplied.

Having been aggrieved by the loss suffered due to non-supply of packing materials, Arun claims actual damages i.e., the cost of 10,000 liters of ice cream. Further claims compensation for the loss of reputation.

M/s. Emigo opposes the proceedings on the grounds that for the delay of one day, it should not be made liable since the situation existed for non supply was beyond its control.

It also contends that in view of arbitration clause legal proceedings is of no avail.

**Arbitration clause:** That in case of any dispute between the parties the aggrieved shall go for arbitration. Further both have to submit the grievance to a common arbitrator.

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**ARBITRATION PROBLEM -2**

Chandrakant is a farmer and he grows sugarcane. Chandrakant enters into an agreement with M/s. Shakthi Sugar Factory to supply sugarcane.

Factory pays him an amount Rs. 50,000 in advance. Chandrakant used all this money to grow sugarcane.

Due to the heavy rain, the sugarcane crop totally damaged. Now the Factory files case against Chandrakant for the breach of agreement.

The Court refers the matter to the Arbitration under Sec. 8 of the *Arbitration and Conciliation Act, 1996*.

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**ARBITRATION PROBLEM -3**

M/s. Poonam Pure Silks- a proprietary concern places order by an agreement for supply 100 pieces of traditional sarees to a wholesaler M/s. Akash Kumar & Sons of Kanchipuram. M/s. Akash accordingly sends the ordered material through a consignment along with the invoice containing a condition that if after taking delivery, if the consignee fails to make payment within 30 days, then consignor is entitled to the interest @ 21% on the cost of materials sent.

M/s. Poonam delays the payment for about 2 years and later makes payment of the price of the goods. However, the books of accounts maintained by M/s. Akash Kumar shows a balance of 75,000/- i.e. interest accrued on the price of the goods for over 2 years of span as per the consignment condition.

Accordingly a suit seeking recovery of interest amount is filed. On appearance M/s. Poonam refuses to accept that he is liable for balance saying that he has not agreed for payment of interest, hence that term is not binding on him.

The matter is for the arbitration to settle the dispute in accordance with their agreement.

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**ARBITRATION PROBLEM -4**

Mr. Shaikh Malik is a noted theatre actor. He has entered in to a contract with 'Parody' Private Limited, a theatre company to 'act' at Gubbi Veranna theatre for one year in consideration of Rs. 5,00,000/-, which paid to him in advance. The contract which is in writing contains an arbitration clause, which clearly lays down that in case of any dispute, the matter shall be referred to the arbitral tribunal. The clause prescribes the procedure for appointment of arbitrators.

Mr. Shaikh Malik, on several occasions, is too ill to 'act' and hence could not perform his part of the contract. Due to Mr. Ismail's non-performance (because of illness), "Parody" has suffered losses. It claims that Mr. Ismail should compensate for the losses. However, Mr. Shaikh Malik refuses to compensate and takes the defence of Sec. 56 of The Contract Act, 1872.

In view of the dispute the "Parody" refers the matter to the "Arbitral Tribunal" duly constituted as per the procedure prescribed by the Arbitration clause in the contract between Mr. Ismail and the "Parody". However, Mr. Ismail refuses to submit before the Arbitral Tribunal and contends that there exists not arbitration agreement at all as the whole contract has become void in view of Sec. 56 of the Act. He files a suit before the appropriate court seeking a declaration that the contract has become void.

The court however refers the matter to the Arbitral Tribunal u/s. 8 of Arbitration and Conciliation Act, stating that u/s. 16 of the Arbitration and Conciliation Act, 1996, it is the Arbitral Tribunal which has jurisdiction to decide whether the contract has become void or not.

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**ARBITRATION PROBLEM -5**

John Pinto is facing suit filed by ICECI Bank Ltd., claiming the loan balance of 2, 00,200/- with agreed interest @ 22% p.a. from April 2005 till 2010 May + interest @ 10% p.a. from May 2010 till February 2016. ICECI further claims interest @ 6% p.a. from Mar 1st 2016 i.e., date on which the suit is filed.

John objects the suit on the ground that he is not the principal debtor but only a surety and a suit seeking loan recovery cannot be filed without impleading Ms. Maria as party, who is the principal debtor. He further objects the suit is barred by limitation as the alleged extension of limitation papers were got signed by the bank when were blank at the time of taking loan. Defendant also objects that bank's suit on the ground that it cannot levy interest @ 25% (even if it was agreed upon) since it violates the public policy.

The court however refers the matter to the Arbitral Tribunal u/s. 8 of Arbitration and Conciliation Act, 1996.

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**ARBITRATION PROBLEM -6**

Mr. Ratan a builder in Bangalore undertakes to construct a residential apartment of 20 houses "Sai Avenue". Mr. Ratan enters into agreement on 24/02/2015 with one Mr. Baskar who intends to purchase 5 houses of the 1st floor of the said apartment for 2.5 crore. The said agreement contains the term that the project shall be complete by 3 years from the date of agreement. Mr. Baskar has paid Rs. 25 lakhs as booking amount on the agreement date and the remaining payment will be paid proportionately on the completion of the building.

At the end of 3rd year only 45% of the construction is complete so Mr. Ratan seeks one more year of extended period to complete the same apartment. By that time Mr. Baskar has paid 1 crore to Mr. Ratan. Now Mr. Baskar is not ready to wait as he has also invested in some other project. So Mr. Baskar is claiming back the amount of 1 crore from Mr. Ratan along with interest at 18% on the said amount for breach of contract. But Mr. Ratan is not ready to pay the amount back instead he wants to give possession of the building. The difference of opinion arouse between them thus they entered into different arbitration agreement to settle the matter between them.

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**CONCILIATION PROBLEM -1**

Akash and Anita are brother and sister. Akash was working as a daily wage worker in a construction work of a building. He is employed by contractor by name Prakash. Prakash is working for R & K Company which undertakes construction works. While working, Akash falls from the first floor while construction and dies due to accident. Anita claims compensation from R & K Company. The Company takes the contention that Akash is not employed by it so company is not liable.

Hence the matter is for conciliation between Anita and R & K company.

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**CONCILIATION PROBLEM -2**

Miss Sangeeta agrees to sing at Mr Arvind's theatre for one month, for which she takes Rs. 1,00,000/- in advance. But Miss Sangeeta gets ill in between and is not able to perform for some days.

Mr Arvind sues Miss Sangeeta for all the profits he would have made if Miss Sangeeta had been able to sing.

Hence the matter is for conciliation between Mr. Arvind and Miss. Sangeeta.



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D.C.COMPOUND, DHARWAD

**CONCILIATION PROBLEM -3**

The Indian Railways intended to construct a tunnel between Goa and Ratnagiri in the Konkan region to facilitate faster and safer movement of trains. Towards this purpose it invited contractor and M/s. Dayal Infrastructure Ltd. was chosen to construct the tunnel. The construction agreement contained a clause that in case of dispute between the parties, the parties would try to resolve their dispute at the first instance through conciliation. There was another clause that in case of failure of conciliation, the parties would appoint their arbitrator to begin the arbitration proceedings.

The project could not go as per the scheduled timeline due to various reasons and allegations were hurled at each other by the parties that the other was the cause of delay. The correspondence between the parties revealed that there were fundamental differences between the parties. At this stage, the Railways invoked the arbitration clause and appointed their arbitrator and called upon M/s. Dayal Infrastructure to do the same. M/s. Dayal Infrastructure demurred and insisted on going for conciliation.

Hence the matter is for conciliation.

**KARNATAKA PROGRESSIVE EDUCATION SOCIETY'S**  
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D.C.COMPOUND, DHARWAD

**CONCILIATION PROBLEM -4**

Karan Meheta an employee of Mysore Kirlosker Pvt. Ltd. succumbed to the massive cardiac arrest while returning home from the place of employment after completing his job. Subsequently, his wife Poonam filed a claim petition under Workmen's Compensation Act after 2 years after the death, praying for grant of Rs. 12 lakhs compensation.

M/s Mysore Kirlosker vehemently opposes the claim on the following grounds:

- i) the death of the employee has not occurred during/under the course of employment
- ii) the cause of death is cardiac arrest and that too has happened elsewhere outside the premises and after the work hours
- iii) the other legal heirs have not joined the petition as petitioners but have been made as respondents
- iv) the claim is barred by limitation

**KARNATAKA PROGRESSIVE EDUCATION SOCIETY'S**  
**Dr. G. M. PATIL LAW COLLEGE**  
D.C.COMPOUND, DHARWAD

**CONCILIATION PROBLEM -5**

M/s. "Roop Creations" is Bidar based partnership retail cloth store, places order over phone for supply 100 traditional sarees, to a wholesaler Mr. Prakash of Moodbidre. Mr. Prakash accordingly consigns the ordered material along with an invoice containing a condition that if after taking delivery, the consignee were not to make payment within 30 days, then consignor is entitled to the interest @ 21% p.a the cost of materials sent. Their oral agreement contained a clause that in case of dispute between the parties, the parties would try to resolve their dispute at the first instance through conciliation.

M/s. "Roop Creations" delays the payment for about 2 years and later makes payment of entire consignment cost. However, the books of accounts maintained by Mr. Prakash shows a balance of interest @21% for over 2 years span as per the condition. In spite of notice M/s. "Roop Creations" refuses to accept that he is liable for it, saying that it has not agreed for payment of interest and hence that term is not binding on it. On denial of the liability the consignor initiates the clause in the agreement seeking recovery of the interest balance.

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**MEDIATION PROBLEM -1**

Poonam and Praveen are couple living in Hubli. Praveen is working as a Manager in State Bank of Mysore branch at Hubli, earning a salary of Rs. 20,000 pm.

The office timings of Bank are 10.00 am to 5.30 pm. But Praveen regularly returns home only at 8.00 pm. Poonam asked reasons for the delay in returning home but Praveen never told her the reasons for late coming. This has become routine.

Poonam files a case alleging that the delay and not disclosing the reasons amounts to domestic violence and claims all the reliefs provided under The Protection of Women from Domestic Violence Act-2005. Praveen opposes the allegation that he has no obligation to explain the reasons.

The matter is referred for Mediation.

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**MEDIATION PROBLEM -2**

Kumar has a residential house which is his self-acquired property in the area of Saptapur, Dharwad. He has two sons namely Nishant and Ashwin. Kumar gifts this house on 12<sup>th</sup> Feb 2015 to Narendra who is his sisters' son. But the gift is not registered. Now Nishant and Ashwin files suit to recover the possession from Narendra on the ground that the gift is not valid, as till date i.e., after lapse of one year, it is not registered. Narendra objects for taking possession saying that he can even now register the same.

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**MEDIATION PROBLEM -3**

Shri. Krishna and Smt. Rukmini are husband and wife. They do not get well together. They fight with each other for a very small reasons.

Shri. Krishna left Rukmini and started living separately. Rukmini files a proceeding for restitution of conjugal rights and contains an order of restitution.

Later both honour the order of restitution but however after some time Shri. Krishna again left Rukmini. Rukmini went to her parents house and inevitably again files another proceeding seeking restitution of conjugal rights.

The matter is referred for Mediation.

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**MEDIATION PROBLEM -4**

Mr Pratap and his son Prateek together made entries in a crossword puzzle in the name of Mr. Prateek. The entry was successful and won the prize of Rs. 1,00,000/-. Mr. Prateek refused to share the prize money with his father and not a contractual obligation.

The matter is referred for Mediation.

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**NEGOTIATION PROBLEM -1**

Bhushan is a Director of Pharmaceutical Company located at Bangalore. He represented the company in taking various projects. A new drug was found out by Research and Development department of Government of India for cancer. He wanted to go to Delhi to get the project of manufacturing drugs. Since his company had name and fame, in all probability he would have got this project. The Conference was to be held at Delhi on 22<sup>nd</sup> of March by 11.00 am. He had planned to attend it and had taken a flight ticket for 22<sup>nd</sup> morning which charged Rs. 25, 000. The flight was scheduled at 9.00 am. But it got delayed by 2 hours. Due the delay in reaching, the project was given to some other company. Bhushan sues The Kingfisher Airlines for the refund of ticket amount as well as for the compensation for not being able to get the contract.

Airlines reject this saying that they are not liable as the delay was due to some technical problem which was not within their control. Further they refuse to compensate the Company in failure to get project, as the claim is based on mere assumption.



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**NEGOTIATION PROBLEM -2**

Manjunath is a teacher in Government High School of Haveri. He owned a house in Haveri which he had rented to Basappa. The period of tenancy was for three years i.e from May 2022- March 2025. In the month of March 2024 he retired. He wants to claim possession from the tenant. Basappa opposes this saying that the agreement is for three years and the term is not yet completed.

The matter is for negotiation.

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**NEGOTIATION PROBLEM -3**

Ramappa while going on a pilgrimage to Kashi approached Krishnappa and requested him to take care of the 10 cows in his cattle shed, for which Krishnappa agreed. After a few days a fire broke out in the neighborhood and the cattle shed also caught fire. Immediately Krishnappa putting his life under stake, entered the cattle shed and save the cows. On return from Kashi, Ramappa claimed the cows back but Krishnappa contended that but for his saving the cows, the cows would be no more and therefore they should belong to him.

The matter is for negotiation.



Reg. No: 10922111086.

\* ಶಿರ್ಷಾನಾಮವಿ:

ಗೌರವಾನ್ವಿತ ಯಶಸ್ವಿಗೌರವೆ ಔದ್ಧ ಯೋಗ್ಯನಾಥ

ನಿವೇಶನ:-

M/s. Poonam Pure Silks - ಉದ್ಧಯವಾರ.

ಆಣದ್ಧ:-

M/s. Ahash Kumar & Sons of Kanchipuram  
- ಔದ್ಧಯವಾರ

ಯಶಸ್ವಿಗೌರವೆ ಯಶಸ್ವಿಯ:-

M/s. ಆಹ್ಲವೀ ಆಹ್ಲವೀ ಸೀಲ್ - ಉದ್ಧಯ ಸ್ವಾಢಯ  
ಕಲ್ಯಾಣಿಯ ಸುಕುಟು ಬಾಢಾಢಿಯ 100 ಸುಕುಟುಯ  
ಸುಕುಟುಯ ಸುಕುಟುಯ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ  
ಸುಕುಟುಯ ಸುಕುಟುಯ ಸುಕುಟುಯ ಸುಕುಟುಯ ಸುಕುಟುಯ  
M/s. ಉದ್ಧಯ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ  
ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ  
ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ  
ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ

ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ:-

- ① 100 ಸುಕುಟುಯ ಸುಕುಟುಯ ನೂತನ 30 ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ
- ② ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ @ 21% ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ
- ③ 2 ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ ಉದ್ಧಯವಾರ

Date - 06/07/2024  
Place - Dharampur.  
\* ಯಶಸ್ವಿಗೌರವೆ ಸುಕುಟುಯ \* ಉದ್ಧಯವಾರ ಸುಕುಟುಯ





உரை சீலை :

M/s Ashok Kumar & Sons of Kanchipuram.  
கிளையின் வரலாறு கணக்குப் புத்தகம் கணக்குப் புத்தகம் கிளையின்  
@ 2% வட்டியுடன் கட்டப்படும் வரை balance 75,000/-  
Amount of வட்டி வட்டியுடன் கட்டப்படும் வரை  
கணக்குப் புத்தகம் கணக்குப் புத்தகம்

கையாடல் நபர் கணக்குப் புத்தகம் :-

கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்

கையாடல் நபர் கணக்குப் புத்தகம் :-

கையாடல் நபர் கணக்குப் புத்தகம் M/s. Ashok Kumar & Sons  
of Kanchipuram கிளையின் 100 கணக்குப் புத்தகம் கிளையின்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்

கையாடல் நபர் கணக்குப் புத்தகம் :-

கையாடல் நபர் கணக்குப் புத்தகம் M/s Poonam Silks.  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்

கையாடல் நபர் கணக்குப் புத்தகம் :-

கையாடல் நபர் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்  
கிளையின் கணக்குப் புத்தகம் கிளையின் கணக்குப் புத்தகம்

① புத்தகம்  
② புத்தகம்  
③ புத்தகம்

① புத்தகம்  
② M/s Poonam Silks

CONCILIATION. PROBLEM-1



Reg. NO: 10922111086.

DATE 06 07 24

ಶಿಕ್ಷಣನಾಮ.

ಗೌರವಾನ್ವಿತ ಯಶಸ್ವಿಗಾರರಿಗೆ ಹೀಗೆ  
ಬರೆಯಲಾಯಿತು - 01 24

ಗಾಂವಿಲು :-

Anita - ಹಕ್ಕುಹಾರರು (ಅಣಿ-1)  
V/S.  
R.K. Company - ಬದಲಾಯಿತು.

ಬಾಕಿ ಕೆಲಸ :-

ಇವರು ಬಾಕಿ ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಸಾಕಷ್ಟು ಬಾಕಿ ಕೆಲಸವನ್ನು  
ಇವರು ಕಟ್ಟುವ ನಿರೀಕ್ಷಿಸಿ ಕಾರಣವಾಗಿ ಹಾಗೆಯೇ ಕೆಲಸ ಮಾಡಲಾಯಿತು. ಇವರು  
ಅಣಿ-1 ಬಾಕಿ ಕೆಲಸವನ್ನು ಇವರು ಕೆಲಸ ಮಾಡಲಾಯಿತು.  
R & K ಕಂಪನಿಯವರು ಕೆಲಸ ಮಾಡಲಾಯಿತು. ಇವರು ಕೆಲಸ  
ಮಾಡಲಾಯಿತು ಇವರು ಬಾಕಿ ಕೆಲಸವನ್ನು ಇವರು ಕೆಲಸ ಮಾಡಲಾಯಿತು  
ಕೆಲಸವನ್ನು R & K ಕಂಪನಿಯವರು ಅಣಿ-1 ಕೆಲಸವನ್ನು ಇವರು  
ಕಂಪನಿಯವರು ತೀರಿಸಿ R & K ಕಂಪನಿಯವರು ಅಣಿ-1 ಕೆಲಸವನ್ನು  
ಇವರು ಮಾಡಲಾಯಿತು ಇವರು ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು  
ಮಾಡಲಾಯಿತು.

ಬಾಕಿ ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು

ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು  
- ಉತ್ತರ R & K Company ಬಾಕಿ ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1  
ಅಣಿ-1 ಕೆಲಸವನ್ನು ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1  
- ಬಾಕಿ ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು

- 1) ಅಣಿ-1
- 2) R. & K. Company Ltd.

ಬಾಕಿ ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು

ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು  
- ಇವರು ಬಾಕಿ ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು  
ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1  
ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1 ಕೆಲಸವನ್ನು ತೀರಿಸಿ ಅಣಿ-1





Reg. No - 10922111086.

Date - 02/08/2024

Subject : ADR.



MEDIATION PROBLEM - 2

ಶಿರೋನಾಮೆ :

ಗೌರವಾನ್ವಿತ ಯಾತ್ರಿಕರಿಗೆ ತೀವ್ರ ಧರಣಿಯ ಯಾತ್ರಿಕರಿಗೆ ಐದನೇ ಸಂಖ್ಯೆ: ೩.

ಸಹಾಯ :

ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸ - ಪೂಜಾರಿ

ಅವರು :

ನೀರಾವರಿ - ಐದನೇ ಸಂಖ್ಯೆ

ಯಾತ್ರಿಕರಿಗೆ ವಿಷಯ :

ಪೂಜಾರಿ ತೀವ್ರ ಧರಣಿಯ ಸಂಖ್ಯೆಗಳನ್ನು ತೀವ್ರ ಸಂಖ್ಯೆಗಳಲ್ಲಿ ನಿರೀಕ್ಷಿಸಿ ಯಾತ್ರಿಕರಿಗೆ ಗೌರವವನ್ನು ಕೊಡುತ್ತಾರೆ. ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸ ಮತ್ತು ಕೆಲಸಗಳನ್ನು ಪೂಜಾರಿ ಈ ಯಾತ್ರಿಕರಿಗೆ ಈ ಸಂಖ್ಯೆಗಳನ್ನು ನೀಡುತ್ತಾನೆ. ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸಗಳನ್ನು ನೀಡುತ್ತಾನೆ.

ಅವರ ಹಿತ :

ಪೂಜಾರಿ ಯಾತ್ರಿಕರಿಗೆ ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸಗಳನ್ನು ನೀಡುತ್ತಾನೆ. ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸಗಳನ್ನು ನೀಡುತ್ತಾನೆ.

ಯಾತ್ರಿಕರಿಗೆ ನಿಯಮ :

ಪೂಜಾರಿ ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸಗಳನ್ನು ನೀಡುತ್ತಾನೆ. ನೀರಾವರಿ ಮತ್ತು ಕೆಲಸಗಳನ್ನು ನೀಡುತ್ತಾನೆ.



DATE: [ ] [ ] [ ]

ನವರು ಸಮಸ್ಯೆಗಳಿಗೆ ಅಕ್ಕಂತ ಸಲಹೆ ಸಭಾಸದ್ಗಳನ್ನು ನೀಡಿ ನವರು ಸಮಸ್ಯೆಗಳಿಗೆ ಸಲಹೆಗಳನ್ನು ಆರೋಪಿಸಿ ನೀಡಲಾಗಿದೆ ಎಂದಿದೆ.

- ಗುಂಪೆ
- 1) ಸಭಾಸದ್ & ಶಿಕ್ಷಣ
  - 2) ಸರಿಯೆ

ಹಕ್ಕುಗಳಿಗೆ ಹಕ್ಕು :

ಆದರೆ ಆದರೆ ಅಂತರ್ಗತವಾಗಿ ನೀಡಿದ ಸಲಹೆಗಳನ್ನು ಉಪಯುಕ್ತವಾಗಿ ಕೊಡುವ 1 ಘಟಕದ ನಂತರ ನಂತರದ ಶಿಕ್ಷಣವನ್ನು ಕೊಡುವ ಕೆಲಸವನ್ನು ಅಂತರ್ಗತ ಶಿಕ್ಷಣವನ್ನು ಕೊಡುವ ಯೋಜನೆ ಕೊಡಲಾಗುವುದು ಎಂದಿದೆ.

ಉದಾಹರಣೆ ಹಕ್ಕು :

ಈಗ ಯಾವುದೇ ಕಾರಣದಿಂದ ಉಪಯುಕ್ತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ. ನಂತರ ಅಂತರ್ಗತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ. ನಂತರ ಅಂತರ್ಗತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ. ನಂತರ ಅಂತರ್ಗತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ.

ಯುಕ್ತವಾಗಿ ಹಕ್ಕು (ಕಲಂ - 2 (1) (1) :

ಈ ಯೋಜನೆ ಅಂತರ್ಗತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ. ನಂತರ ಅಂತರ್ಗತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ. ನಂತರ ಅಂತರ್ಗತವಾಗಿ ನೀಡಲಾಗುವುದು ಎಂದಿದೆ.

ಇದೇ 02/08/2024  
ಸ್ಥಳ : ಧರವಾಡಿ  
ಸಾಕ್ಷಿಗಳು :

- ಅಧ್ಯಕ್ಷರ ಸಹಿ
- 1) ಶಿಕ್ಷಣ & ಶಿಕ್ಷಣ
  - 2) ಸರಿಯೆ
- ಯುಕ್ತವಾಗಿ ಹಕ್ಕು
- 1) B.S. ಅಂತರ್ಗತ

- 1
- 2
- 3
- 4





\*. ಕೆಳಗಿನವು :

ಬಾಡಿಗೆ ಕಂಪನಿ ಸಂಘರ್ಷ

\*. ಸಂಘರ್ಷ :

ಶ್ರೀ ಯಂಕುನಾಥ್ - (ಹಕ್ಕುಬಾರ.)

\*. ಉದಾಹರಣೆ :

ಶ್ರೀ ಬಸಣ್ಣ - (ಉದಾಹರಣೆ)

\*. ಉದಾಹರಣೆ ವಿವರ :

ಯಂಕುನಾಥ್ ಉದಾಹರಣೆ ಸಂಘರ್ಷದ ... 2022-2023 ರಲ್ಲಿ ... 2024 ರಲ್ಲಿ ...

\*. ಹಕ್ಕುಬಾರ ಹಕ್ಕುಬಾರ :

ಯಂಕುನಾಥ್ ... 2022 ರಿಂದ 2023 ರವರೆಗೆ ... 2024 ರಲ್ಲಿ ...

\*. ಉದಾಹರಣೆ ಹಕ್ಕುಬಾರ :

ಬಸಣ್ಣ ಉದಾಹರಣೆ ... 2023 ರಲ್ಲಿ ... 2024 ರಲ್ಲಿ ...



DATE

- ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು.

೧. ಸಂಧಾನ ಇತ್ಯಾದಿ :

ಸಂಧಾನ ಕಾನೂನು 1996 ರ ಕೆಆರ್‌ಐಡಿ ಈ ಖಾತೆ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು.

ಕರ್ನಾಟಕ ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು. ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು. ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು. ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು. ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು.

೨. ಉಪನ್ಯಾಸಕರ ಖಾತೆ :

ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು. ಉಚಿತ ವಿದ್ಯಾರ್ಹತೆಗೆ ಉಪನ್ಯಾಸಕರುಗಳಿಗೆ ಉಚಿತ ವಾಣಿಜ್ಯ ಬ್ಯಾಂಕ್ ಖಾತೆ ಒಂದು ತೆರೆಸಿ ಖಾತೆಗಳನ್ನು ಹಾಗೂ ಬ್ಯಾಂಕ್ಗಳಿಗೆ ಉಚಿತ ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ ಸಂಬಂಧಿಸಿದ ಕಾನೂನು.

ತಾರೀಖು : 02/08/2024.

ಖಾತೆಗಳನ್ನು ತೆರೆಸಿ.

ಇದರಲ್ಲಿ : ಉಪನ್ಯಾಸಕರು

- ೧.
- ೨.
- ೩.





9/10

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## Simulation Exercise on Arbitration

Party - 1 :- Axon Ice Cream (Claimant)

Contention :-

- Axon Ice Cream branch which produces 10,000 litres of ice cream every day
- Axon Ice cream has entered into an agreement for purchase of packing material with M/s Emigo Packers Pvt. Ltd. which manufactures packing material like tetra paper, bowls, cups and other containers
- On 15/05/2017 Respondent (defendant) company fails to supply of packing materials.
- Due to non supply of packing materials by defendant company there was a loss of production of the actual cost of 10,000 litres of ice cream
- Due to non supply to all the franchises there was a loss of reputation and it needs to be compensated

Party - 2 :- M/s Emigo Pvt Ltd (defendant)

Contention :-

- Defendant Company has entered into an agreement for supply of packing material for 10,000 litres of ice cream on every day
- On 15/05/2017 Emigo Company failed to supply packing materials to Claimant company due to non supply of raw materials which was beyond its control
- On 16/05/2017 upholding the Agreement with Claimant Company the Emigo Company



supplied packing material as usual for that day.

- In view of arbitration clause which is for any grievance to go for arbitration is of no avail as the non supply of packing materials was beyond Defendant company's control.
- Proceedings on the grounds that for the delay of one day is against the principle of natural Justice.

### Settlement :- (Arbitration Award)

- The Contention of Claimant claiming the actual price for 10,000 litres and compensation for loss of reputation for non supplying of packing materials by Defendant company is in excess of principle of natural justice. So we hereby award for the compensation for actual price of 5000 litres and omit the compensation for loss of reputation.
- The Contention of Defendant contending that non supply of packing materials is beyond defendant's control and we award that the defendant company shall provide for 15000 litres of packing material for making good for the loss suffered by Claimant company.

### Declaration

We hereby undersigned parties and arbitrators verify that this Arbitration Award was concluded in the presence of all members and proper deliberation and following of principle of natural Justice.

Place: Dharwad

Date: 06/07/2024

Party 1

- 1) ~~Pr...~~
- 2) ~~...~~

Arbitrators

Party 2

- 1) Jainath
- 2) ~~...~~

1) ~~...~~

2) ~~...~~

Regno:- 10922111083  
Semester:- 4th Sem  
Subject:- ADRS



9  
10

DATE  
□ □ □ □ □ □

## Simulation Exercise on Conciliation

Party 1:- Mr. Prakash to Moodbidre (Claimant)

### Contentions

- Mr Prakash (Claimant) consigns the order of 100 traditional sarees to a retail cloth store named M/s Rupa Creations, Bidar (Defendant) along with an invoice containing a condition that if after taking delivery the consignee or Defendant not make payment within 30 days, then Claimant is entitled to the interest @ 21% p.a on the cost of materials
- In this case Defendant has not paid the cost for about 2 years delay and is now denying the interest of 21% p.a on the cost
- Defendant in an oral agreement contained a clause that in case of dispute, they would resolve their dispute at the first instance through Conciliation
- Meanwhile the Defendant denied the oral agreement and denied the liability of balance of interest @ 21% for 2 years of the cost of materials which lead to claimant has to initiate the clause in the agreement seeking recovery of Interest and balance of cost.

Party 2:- M/s Rupa Creations to Bidar (Defendant)

### Contentions

- Defendant ordered 100 traditional sarees over phone for his retail cloth store from Claimant
- Defendant agreed for delay in payment for 2 years due to some uncertain problems.



- Defendant has not agreed for payment of interest @ 21% p.a for the costs of the material and has not observed the condition of interest in the invoice provided in the consignment
- Defendant has already made the payment of the cost of the materials of consignment
- Defendant is not liable to pay the interest @ 21% p.a of the cost as there was no agreement regarding the interest
- Defendant agrees for oral agreement to resolve the dispute through Conciliation

### Settlement:-

- The Contentions of Claimant for delay in payment of cost of materials for about 2 years shall be complemented with interest @ 21% p.a of cost which is much higher than the prevailing interest in the Banking industry which is around 12% p.a
- The Contentions of Defendant is he is not liable for any interest for delay in payment but due to Capital holding by defendant he shall be liable to pay interest @ 10% p.a which is lower than the present Bank rate of 12% p.a.

### Declaration

We undersigned parties in the presence of the Conciliators we settle the dispute as per above terms and conditions.

	Party 1	Party 2
Place: Dhamwad	1) <u>[Signature]</u>	1) Jainalb
Date: 06/07/2024	2) <u>[Signature]</u>	2) <u>[Signature]</u>

Authenticated by Conciliators

1) [Signature]

2) [Signature]



Regno: 10922111083  
Semester: 4th Sem  
Date: 02/02/2024

## Simulation Exercise on mediation problem - 4

Party 1 : Pratap (father of Prateek)

Party 2 : Prateek (Son of Pratap)

### Party 1 Contention :-

- Pratap father of Prateek helped to make entries in a crossword puzzle in the name of his son Prateek. The entry was successful and won prize of Rs 1,00,000/-
- Prateek refused to share the prize money with Pratap as it is not a contractual obligation
- Pratap contends that as Pratap has helped in winning the crossword puzzle the Prateek has to share the prize money as moral obligation

### Party 2 Contention :-

- Prateek son of Pratap contends that his father Pratap may have helped to make entries in a crossword puzzle but there was not much contribution towards the puzzle and the crossword puzzle was in name of Prateek
- The entry was successful and won prize of Rs 1,00,000/- which is in the name of Prateek
- Prateek contends that as there is no contractual obligation towards Pratap there is no need to share the prize money which is in the name of Prateek.

### Mediation Settlement :-

- Any mediation settlement shall be a mutually beneficial settlement
- As the prize money is in the name of Prateek which is Rs 1,00,000/-

- Prize money of Rs 100000/- is in the name of Bateek and Bateek has no contractual obligation to pay Pratap.
- Pratap has helped in solving crossword puzzle and helping in winning the prize and Bateek has got moral obligation towards Pratap.
- As there is no contractual obligation the share of prize money shall not be divided equally and thus prize money shall be divided in the proportion of 70:30. In which 70% i.e. Rs 70000/- shall be payable to Bateek and remaining 30% i.e. Rs 30000/- shall be payable to Pratap.

### Declaration

We hereby undersigned Parties and mediator verify and declare that we have agreed to the settlement in the presence of mediator after proper deliberation and discussion and are bound by this settlement.

Place:- Ghorwad

Date:- 02/08/2024

Party 1

1) ~~Shankar~~

2) ~~Dhans~~

Party 2

1) ~~Bateek~~

2) ~~Bhandari~~

In the presence Mediator

1) ~~Shankar~~



8



Regno:- 10922111083  
Semester:- 4th Sem  
Date:- 02/02/2024

## Simulation Exercise on Negotiation Problem. 3

Party 1: Ramappa (Plaintiff)

Party 2: Krishnappa (Defendant)

### Party 1: Contentions of Ramappa

- Ramappa while going to pilgrimage to Kashi approached Krishnappa and requested him to take care of 10 cows and thus Krishnappa becomes a bailee
- After few days a fire broke in the neighbourhood and cattle shed was also caught fire. As the duty of bailee, Krishnappa saved the cows
- After returning of Ramappa, Krishnappa as the duty of bailee should have returned the cows but Krishnappa refused to return the cows as he has saved them.
- Ramappa contends that any loss to the Krishnappa in the process of saving cows shall be borne by Ramappa and asking to return the cows as the Ramappa has got rights of Bailor and Krishnappa has a duty as bailee.

### Party 2: Contentions of Krishnappa

- Krishnappa was taking care of 10 cows of Ramappa when he was going to pilgrimage to Kashi
- Krishnappa was acting as bailee of 10 cows of Ramappa (Bailor) and when the fire broke ~~for~~ Krishnappa out of boundary to save cows
- Thus Krishnappa saved the cows and thus claiming that if had he not saved the cows the cows would have been dead. Thus all the cows are to be given to Krishnappa.



DATE

## Negotiation Agreement

- This is the case of Contract of Bailment where Ramappa is the Bailor and Krishnappa is the Bailee
- In this case subject matter is 10 cows
- In the contract of Bailment there are some duties of Bailee which is to take proper due care as a man of good faith and ordinary prudence
- Thus in the case of fire breaking in cow shed as a man of ordinary prudence and as a duty of bailee, Krishnappa has to protect the cows
- Thus Ramappa is bound to cover any costs and losses in the process of saving the cows in the case of fire
- Thus there shall be agreement of negotiation to bear the costs and loss of the Krishnappa. And in addition to it the compensation and a small gratuity payment for saving the cows

Place: Dhanwad

Date: - 02/08/2024

Party 1

- 1) Ramappa
- 2) Sethuram

Party 2

- 1) Naras
- 2) Ramesh



Simulation Exercise of Arbitration

The Arbitration Cell, Dharmwad

M/s Shakti Sugar factory (1st party)  
v/s

Chandrakant (Second party)

proceeding Arbitrator: Mr. Sudhakar M. C

Facts: Chandrakant is farmer grows sugar cane  
Enter into Agreement with M/s Shakti  
Sugar factory to supply sugarcane.  
Factory pays him an amount RS 50,000  
Farmer used all the money to grow sugarcane  
Due to the heavy rain, the sugarcane crop  
totally damaged.

Arguments and observation:-

- \* the Agreement between Chandrakant & the factory includes a force majeure clause, could excuse Chandrakant's non-performance due to natural calamities like heavy rain
- \* Use of Advance payment: - It will be assessed how Chandrakant utilized the advance payment and whether it was indeed used for the purpose of growing Sugarcane

Mitigation of Damages:

The Arbitrator may consider whether Chandrakant took reasonable steps to mitigate the damage caused by the crop the failure



\* Terms of Agreement: The arbitrator may consider with the specific terms of the agreement including any provision related to crop failure, there is no such provisions there in agreement

Award

with reference of above arguments we have observed that, the farmer is not foreseen the situation while making an agreement with the M/s Shakti Sugar however both party unaware of act of god, in natural calamities Therefore Mr. Chandrakant liable to repay the amount received from the factory but it is not necessary to repay within the specify time frame Hence Mr. Chandrakant is suppose farmer he agree to pay liable amount by means of Supply sugar cone in next crop

Thus both party Agreed for the above decision with sound mind with the knowledge & belief.

Date: 6/7/24  
Place: Dharwad

Signature  
M. Sushakar  
(Arbitrator)

Parties Signature

- |                  |                  |
|------------------|------------------|
| <u>1st party</u> | <u>2nd Party</u> |
| 1> Pavan glinth  | P.K. Lingasur    |
| 2> Arun Jadr     | vijay            |
| 3> Prashant MB   | Preetam          |

~~Date:~~  
↑



## Simulation Exercise of Conciliation

Shree Padma Associates  
Office of the Conciliator.

Date 6/7/2024

Party I : Mr. Prakash

v/s

Party II : Roop Creations

### Brief facts

Mr. Prakash resident of Moodbiday, having wholesale business in sarees in the city Mrs. Roop Creations. Ordered traditional sarees from him over the phone. Prakash supplies the placed the order, and raised the invoice in the name of Mrs. Roop Creations Bidar, with the condition that if recipient fails to make payment within 30 days the recipient is liable to make payment @ of interest 21% P.A. He pays liable amount after 2 years of due date.

Now Mrs. Roop Creations owner is not agreeing to make payment interest though he delayed the liability of due payment.

### Arguments

- 1) That Prakash and other party agreed that they have made the above mentioned transactions.
- 2) That Prakash says that he had mention the time frame to make payment of dues with 30 days and of recipient fails,



then he has to make payment @ the 21% P.A.

3) that m/s roop creation disagree that he had not told about that interest payment @ the time of order.

4) due to misappropriate conversion m/s roop creation not agreeing to make payment of interest.

### Observations

- 1) Intent of us both parties agreed that above transaction has happened.
- 2) that if supplier raised invoice against the supply and it contains term & conditions it is implied that other party agrees for those conditions

### Award

On the observations made by us with refered fact receipt is liable to make payment of interest. However the receipt says that he unaware of interest @ time of supply we proposed that at least 10% per annum of interest has to be paid to the supplier by recipient instead of ~~21%~~ 21%.

For the above reason both the party agrees with there ~~own~~ sound knowledge and good faith.

Place Date

Channarayana

6/7/24

Sign

Conciliatory

For Prop creation

Prithvi 2 Proshant

For recipient

3 Virendra H Param



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Reg No : 10922111064

Date : 02/8/24

Sem : IV

Sub : Simulation Exercise of  
Mediation

## Mediation problem - 1

### Introduction by the mediator:

The mediator has explained the process of mediation, ground rules and process to both the parties to understand voluntarily and confidential nature of mediation.

### Opening statement of P

Party 1 Poonam's statement: Poonam is concerned about Praveen's late returns and lack of communication, that have affected her. She is expressing feelings of Neglect, insecurity and the strain on their relationship.

Party 2 Praveen's statement: Praveen has explained the his perspective explaining the reasons for late return to home. Addressing Poonam's concern, he said work-related pressures and other factors like traffic etc are contributing to his late return.

### Identifying Issues :

The mediator will ~~not~~ identify the key issues at the heart of the ~~the~~ conflict, such as lack of communication, trust, and time management

Exploring solution :

The mediator will guide poornam and praveen to brainstorm possible solutions. This might include setting specific times for communication, providing more details about his work schedule, or finding ways for poornam to feel more secure & valued.

Negotiation / solution :

Both parties will negotiate and compromise on the proposed solutions. They might ~~ag~~ have agreed on regular check-ins, praveen explaining his work demands, & both agree to spend quality time together despite busy schedules.

They have reached agreement:

mediator has ~~to~~ help formalize the agreement, ensuring it addresses both parties' concerns and is realistic & sustainable.

mediator also suggested followup sessions to monitor progress and ensure the agreement is being upheld.

Party 1

Poornam Ingasur ~~PI~~  
Viraj Desai ~~VD~~

Party- 2

Prashant . B ~~PB~~  
Arun . Jardi ~~AJ~~

mediator :

Poornam shinde ~~PS~~

Date: 2/8/24





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Reg No: 10922111064

Date: 02/8/24

Sem: IV

Sub: Simulation Exercise  
of Negotiation

### Negotiation problem - 1

This is a classic case of a dispute between a passenger (Bhushan) and an airline regarding flight delay.

#### Bhushan's claim:

- 1) Refund of ticket amount RS 25000
- 2) Compensation for loss of business opportunity (failure to get the project)

#### Kingfisher Airlines defense:

- 1) Delay was due to technical issues beyond their control
- 2) They are not liable for consequential losses (loss of business opportunity)

#### Legal Considerations:

- 1) The Air passenger's Rights and Compensation Rules 2010 (India)
- 2) The Carriage by Air Act, 1972
- 3) Contract law

#### Possible outcomes:

- 1) Bhushan may be entitled to a refund of the ticket amount as the flight was delayed and he was unable to attend the conference.


2 However, the airline may not be liable for compensation for the loss of business opportunity, as this is considered a consequential loss, and airlines terms and conditions may exclude such liability.

### Solution:



Both party have agreed to refund the ticket amount only  
No to pay any compensations for the consequential loss

the same has been written in an agreement of amicable solution,  
~~and~~ agreed and signed.

### Party - 1

1. Pann. S. R.
2. Arun 

### Party - 2

1. Prashant 
2. Viraj 

Date: 2/8/24



Party 1 : Arun Ice Creme claimant

Contentions

- Arun is an icecream brand producer 10,000 liters of ice cream every day
- Arun ice cream has entered in to an agreement for the purchase of packing material with M/s Emigo Packen Pvt Ltd which manufactures packing material like tetra papers, bowls cups and such other plastic containers.
- On 15/05/2017 M/s Emigo Pvt. Ltd. fails to effect the scheduled daily supply of packing materials, because ~~there was no stock of raw material~~
- Due to non supply of packing materials Arun claims damages i.e cost of 10000 liter of ice cream. Further claims compensation for the loss of reputation.

Party 2 M/s Emigo Pvt Ltd (Defendant)

- M/s Emigo Company entered in to an agreement to supply packing materials.
- Emigo Pvt Ltd fails to supply of packing materials, as there was no stock with the company.
- So there was delay of <sup>one</sup> ~~one~~ complete day.
- There was a situation like, non supply was beyond the control.
- On 16/5/2017 up holding agreement with claimant company.



supplied packing materials on that day.

According to Arbitration clause, dispute between the aggrieved shall go for arbitration, Further both have to submit the grievance to a common arbitrator.

### Award

The claimant Arun Ice Cream Pvt Ltd claims Rs 10000 for loss of stationary supply of packing material, which excess to the defendant, which can be reduced to Rs 5000/-.

The contention of M/S Emigo Pvt that ~~was~~ non supply was beyond its company control, so company should supply packing material of Rs 15000/- when the Arun Ice Cream Pvt Ltd

### Declaration

we hereby the undersigned parties and all arbitrators verify that its Arbitration Award was concluded in the presence of all members and proper deliberation and following as natural justice

Place: Dharwad  
Date: 06/07/24

Party 1

① ~~P~~  
② ~~A~~

Arbitral

Party 2

① Jainath,  
② ~~A~~

① ~~SS~~

②

~~Chand~~

Simulation Exercise  
at Conciliation



Reg No- 10922111000

IV<sup>th</sup> sem

Sub: ADRs

DATE

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Party 1: Mr Prakash

Mr Prakash is a consignor, who supplies or consigns 100 traditional sarees sarees, along with invoice containing a condition that after taking delivery, the consignee was to make payment within 30 days.

- They can their that agreement contained a clause that in case of dispute between the parties

Part 2: M/s "Roop Creations" Bidar

Contention:

- M/s "Roop Creations" is Bidar base partnership company places order over phone surly 10 traditional sarees.
- There was condition, if this company doesn't pay within 30 days, consequently it has to pay 21% p.a at interest on the total Amount.
- This company doesnot pay the payment for about 2 years
- Upon Inspite of notice, company refuses to accept that it is liable for it, saying that it has not agreed for payment of interest

According to conciliation clause, consignor initiates the intlets go for conciliation for denial of the liability of recover recovering of the interest balance



## Settlement

- The contention of claimant for delay in payment of cost of materials for about 2 years complement with interest interest at 21% p.a. of cost which much higher than prevailing in Bank interest which is around is 12% p.a.
- The contention of defendant, he is not liable for interest for delay in payment, he had received the stock of 100 sarees. So he shall be liable for to pay interest rate of 10 Rs 10/- p.a.

Declaration: We undersigned parties with the presence of conciliators we settle the dispute as per the above terms and conditions.

Place  
Date: 07/07/24

Party 1:	Party 2:
1) <u>[Signature]</u>	3) <u>[Signature]</u>
2) <u>[Signature]</u>	4) <u>[Signature]</u>

Authenticated by the Conciliators

1) [Signature]                      2) [Signature]

Date: 2/8/24

Reg No: 10922111060

Sem: IV<sup>th</sup> sem

Sub: Mediation

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## Simulation Examination, Mediation Problem - 4

Contention Party 1: Mr Pratap.  
Party 2: ~~Mr~~ Prateek

Contention 1: Plaintiff Mr Prateek, his interest is share of the prize money. But Mr Prateek defendant doesn't want to share the prize money.

Contention 2 Defendant Mr Pratap. Prateek. he refused to share the prize money with his father, plaintiff Mr Pratap. ~~the same~~ His contention is, that is not a contractual obligation.

So this matter is referred is referred for mediation. ?

It comes under wager contract, but the dispute is of sharing the prize money between plaintiff and defendant.

### Mediation Settlement

→ Any mediation settlement shall be a actually beneficial settlement

- As the prize money is in the name of Prateek which is Rs 1,00,000.

- Prize money of Rs 100000/- is in the name of Prateek and Prateek has no contractual obligation to pay Pratek.
- Pratek has helped in solving the cross word puzzle and helping in winning the prize and Prateek has got moral obligation towards Pratek.
- As there is no contractual obligation the share of the prize money shall not be divided equally and thus prize money shall be divided in the proportion of 70:30. In which 70% i.e 70000 shall be payable Prateek and remaining 30% i.e Rs 30000/ payable to Pratek.

Declaration

we here by understand parties and mediator verify and declare that we have agreed to the settlement in the presence of mediator after proper delegation and discussion and are bound by this settlement.

Place : Dharwad  
 Date : 2/8/24

Party 1 1) <del>Sunil</del> 2) <del>S</del>	Party 2 1) <del>Pratek</del> 2) <del>M</del>
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In the Presence of Mediator  
Sunil



Date: 2/8/24

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Reg No: 10922111060

Sem: IV<sup>th</sup> sem

Sub: Negotiation.

## Negotiation Problem - 3

Party 1: Ramappa

Party 2: Krishnappa.

Contention 1 : Ramappa was going to pilgrimage to Khar Kashi. So he approached Krishnappa and requested to take due care of 10 cows and thus Krishnappa becomes bailee. After few days fire cow shed got fire, as the duty of bailee Krishnappa saved the cows. After returning, Ramappa, it the Krishnappa as the duty to return the cows as he saved them, Ramappa contends that any loss to the Krishnappa, in the process of saving cows shall be borne by Ramappa. and asking to return the cows, as the Ramappa has got rights of bailor and Krishnappa has duty as bailee.

## Contention 2 of Krishnappa

Krishnappa was taking care of cows of Ramappa, when he was going to pilgrimage Khar Kashi, Krishnappa was acting as bailee of 10 cows of Ramappa. (Bailor) and the shed got fire, @ Krishnappa out of the boundary to save the cows, then Krishna save the cows. Thus Krishnappa claiming that, if he not saved the cows, they would have died, thus all the cows are to be given to Krishnappa.

## Negotiating Agreement

This is a case of Contract of Bailment where Ramappa is the Bailor and Krishnappa is the Bailee

In this case subject matter is 10 cows. In the contract of bailment, there are some duties of bailee which is take proper due care as a man of good faith and ordinary prudence.

- Thus in the case of fire breaking in cow shed as a man as a man of ordinary prudent and as the duty of bailee, Krishnappa has to protect the cows.
- Thus Remappa is bound to cover any costs for losses in the process of saving the cows in the case of fire.
- Thus there shall be agreement of negotiation to bear the costs and loss to the Krishnappa and ~~to~~<sup>in the</sup> addition to the compensation and small gratuity payment for saving the cows.

Place : Dharwad

Date : 2/08/24

Party 1

- 1) 
- 2) 

Party 2

- 1) 
- 2) 