



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



NEAR TAHASHILDAR OFFICE, D. C. COMPOUND, DHARWAD - 580001

Affiliated to Karnataka State Law University, Hubballi.

Recognised By Bar Council of India, New Delhi.

Approved by Government of Karnataka.

This is to certify that, the following are the number of students who have completed the Clinical Course-II on Arbitration, Conciliation, Negotiation and Mediation as per prescribed syllabus. The supporting documents for simulation exercises on Arbitration, Conciliation, Negotiation and Mediation for the academic year 2021-22 is provided herewith for kind perusal.

Sl. NO.	REGISTRATION NO.	NAME OF THE STUDENTS	Page Number
21	10920111038	MANJUNATH REDDY	1-8
22	10920111040	MANJUNATH BANAPPANAVAR	9-15
23	10920111041	MANOHARA	16-23
24	10920111042	MEGHA GHONGADI	24-31
25	10920111046	NAGARAJ AMARGOL	32-39
26	10920111048	NINGAPPA BANDI	40-47
27	10920111049	NINGAPPA KANKANE	48-54
28	10920111050	NIRISHA RAO	55-61
29	10920111051	PRABHUKUMAR SINGAPUR	62-68
30	10920111052	PRADFEEP JOSHI	69-76



Opti
PRINCIPAL
KPES's Dr. G. M. Patil Law College
Near Tahashildar Office
D. C. Compound, Dharwad-580001



ii) Problem No 1

This Arbitration Agreement is made on this Contract of Acting day of 27 Aug 2022 between 'Parody' private limited located at Gubbi Veranna Theatre - 1st party and Mr. Sashi located at Gubbi - 2nd second party

Whereas the parties entered into a Contract on Act at Gubbi Veranna Theatre on 27 Aug 2022. The original contract dealing the agreement is attached.

Whereas a dispute has arisen or if a dispute between the parties (the Acting agreement at Gubbi ~~Company~~ Theatre for one year in consideration of Rs 5,00,000/- in advance.

Whereas, The parties agree as follows
→ ~~Parody~~ Parody private ltd is theatre company. This company select actor to act at Gubbi Veranna Theatre for one year duration.

→ Mr. Sashi is actor a theatre actor. He accept 'parody' private limited theatre company to act at Gubbi Veranna Theatre.

→ For duration of one year to Act at Gubbi Veranna Theatre Mr. Sashi accept

Mr. Shashi accept parody private ltd offer of 5,00,000/- payment for acting as theatre act at Gubbi Veranna theatre.

→ Parody private limited a theatre company elected Mr. Shashi as theatre actor, to act at Gubbi Veranna Theatre for one year. Parody private limited paid 5,00,000/- to Mr. Shashi in advance for act on 27 Aug 2022 at Dharwad.

→ Arbitration ~~is~~ (Sec 2(c)(a)) both the parties Mr. Shashi and Parody private limited either by party or by Court to appoint Arbitrator, both party to elect themselves to settle future dispute.

→ Arbitration Sec 7 narrates Arbitration agreement. and according section 11 appointment of arbitrator to settle future dispute occurs in between the parties during one year period.

→ The parties Agreement is made on 27 Aug 2022 between Parody private limited and Mr. Shashi at Gubbi Theatre.

→ Parody private ltd paid 5,00,000/- on 27 Aug 2022 to Mr. Shashi to act for one year.

→ Arbitration includes if violate the consideration parties may follow the legal action of debtor, Parody private ltd. Both the party accept to follow contract if fails. party must pay of interest on the consideration amount. This Agreement has been executed and delivered as of the date first written above.

Sign of parties ; ①

Parties Advocate : →

Witness Sign :-
Date : 27 / Aug / 2022
place : Dharwad.



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Meadley
21/08/22

DATE page
21 08 22 3

problem no: 2

Abhijit Gupta Vs Mysore Kirloskar Pvt. Ltd.

First Party: Abhijit Gupta Employee of Mysore Kirloskar Pvt. Ltd. prayer:-

- ① He was employee of Mysore Kirloskar Pvt. Ltd.
- ② He succumbed to the massive cardiac arrest while returning home from the place of employment by job.
- ③ His wife Meena praying for compensation of 12 lakh under Employee's Compensation Act 1923.
- ④ His wife Meena ~~put~~ ^{put} prayer after 2 year.
- ⑤ His wife arguing about her husband death compensation. She is giving reason for death by reason of cardiac arrest. He loose his life.
- ⑥ Meena put his prayer for compensation in front of Mysore Kirloskar Pvt Ltd on the ground of Employee's Compensation Act 1923.

Second Party: Mysore Kirloskar Pvt Ltd.

Second party not accepting Meena wife of Employee Abhijit Gupta

As a second party Mysore Kirloskar Pvt Ltd arguing because of limitation period.

They not accepting for compensation. Reason → cardiac arrest while returning from the place of employment after completely by job.

→ They are praying after 2 year, limitation is crossed.

So Kirloskar Pvt Ltd not accepting employee's wife Meena's prayer for compensation.

Judgement / Award of Conciliation Board.

Industrial dispute Act 1947
Explains on Conciliation Board.

Conciliation Board Award :-

Conciliation :- Meaning

brings opposites into harmony
Sec 43-60 of Arbitration and Conciliation Act 1996 narrates brings into harmony.

balance between Applicant and opponent.

Both the parties get award peacefully.

Here Conciliation board decide that on the ground of Industrial dispute Act of Arbitration and Conciliation Act.

decide that Kirloskar Pvt Ltd has to sanction compensation of 8 lakh on the ground of Arbitration and Conciliation Act.

First party

[Signature]

Second party

[Signature]

[Signature]

Conciliation :-

Ardealy, 25/08/2022

[Signature]

→ They are praying after 2 year, limitation is crossed.

So Kirloskar Pvt Ltd not accepting employee's wife Meena's prayer for compensation.

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Here Conciliation board decide that on the ground of Industrial dispute Act of Arbitration and Conciliation Act. decide that Kirloskar Pvt Ltd has to sanction compensation of 8 lakh on the ground of Arbitration and Conciliation Act -

First party

S. J. Reddy
(M)

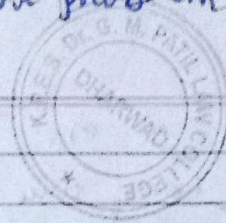
Second party

S. J. Reddy
(M)

Conciliation :-

S. J. Reddy, 25/08/2022

Reg No: 10920111038
Sub: ADR Negotiation problem.
Sign: Meebly
Date: 15th Sept 2022



7/10 page (5)
DATE: 13/09/22

1 Problem Negotiation

Negotiation Agreement Between Bargav,
Director of Pharmaceutical Company and
The Kingfisher Airlines;

15th Sept 2022

The purpose of the negotiation was to re-establish a constructive and co-operative working relation between Director and Kingfisher Airlines. The following commitments and actions set out your agreement on how to do this.

1. Bargav, Director of Pharmaceutical Company undertakes to:

→ Make sure he does not expect
favours from Kingfisher Airlines.

→ Take that all issues in dispute have
been extensively discussed.

Kingfisher Airlines undertakes:

→ Bargav, agree to accept the compensation
of Rs. 25.00 lakh which was paid to
the flight and company no loss booking
the flight and company may have
incurred the loss. If they were
to get the projects from Government of
India.

→ Kingfisher agrees undertakes.

→ Kingfisher agrees to pay compensation.

of 25,000 as compensation to maintain the long time relationship.

b) As the pharmaceutical company has name & fame and so value the customer relationship and to continue the relationship with Jash company always going proved.

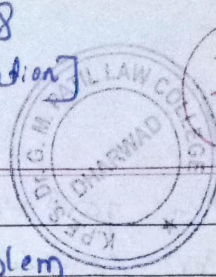
This agreement will remain confidential.

Sign XXX

(Bargav.)
Director of Pharmaceutical
Bengaluru.

Sign XXX

(Kalyan Birla)
Company

1] Mediation : problem

Mediation Agreement Between Shri Krishna
and Smt. Rukmini
19th Sept 2022

- ① Shri Krishna and Rukmini explained their mediation statement and explored the concerns they had each raised.
- ② Shri Krishna affirmed his commitment to continue to adjust his personal behaviour towards Rukmini to make greater efforts to be less confrontational and to explain more clearly and patiently the logic behind Departmental administrative and academic decisions.
- ③ Rukmini recognised Krishna's authority as Head of Department and his responsibility for management decisions. He proposed adjusting his personal behaviour towards Krishna to be more robust and confident in his engagements.
- ④ Shri Krishna agreed to bear all the legal expenses incurred for the mediation.
- ⑤ Later both honour the order of suspension after some time Shri Krishna again left Rukmini.
- ⑥ Rukmini w/o Shri Krishna subjected that Shri Krishna does not wish to leave and cohabit w.r. (with Rukmini) and was convinced by mediation.

7. Both parties agreed this process should be completed within six months from the date of this agreement.

8. This agreement remain confidential between Shri Krishna & Rukmini.

Sign: XXX
Shri. Krishna

XXX
Rukmini w/o of
Krishna

Sign by mediator: X X Skell
Date : 19th Sep 2024
Place : Dharwad



5/10

Page 9

Date 27/8-2022

Reg: - 10920111040

Sub: ARBITRATION

LLB 4th Sem

Problem No 1

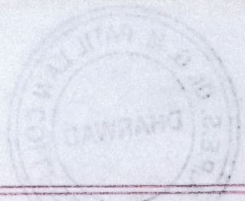
The Arbitration Agreement made on this contract and Acting day of 27 Aug 2022 between Perody Private limited located at Gubbi Veranna theater & Post day

Mr. Star Mr. Shashi located at Gubbi Secend party

Where the parties enter into a contract on act at Gubbi Veranna theater on 27 Aug 2022 the original contract dealing the agreement attached

Where as a dispute has arise on it a dispute between the parties the Acting agreement at Gubbi theater for one year. In consideration of Rs 5,00,000/- in advance

Where the parties agree that Perody Private limited hotel is theater company this is company select actor to act at Gubbi Veranna theater for one year duration



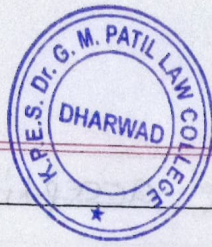
Mr Shashi is a theater the company
privet hotel is - theater company this company
select actor to act at 'Gubbivernag'
Theatre of Gubbivernag theatre

→ the parties agreement is made on the
27 Aug 2022 between party party
minded

→ Arbitrator included violence concider the
→ parties this follow the legal act

Sig of parties @
parties Advances

With me Sig
Date: 28-8-2022
place-BHD



6/10

Page (11)

DATE 28

Problem No-2

Roll No: 10920111040

4 the Same

Abhisith Gupta v/s Mysore Kirloskar

First party: Abhisith Gupta Employer of Mysore Kirloskar Pvt Ltd partise

- ① The was Employe of Mysore Kirloskar Pvt Ltd
- ② He sermed to the mabive Council Cordic arrest while Employment Returning hom from the Place of Employement his Job
- ③ The wit Meena persure persuing for compogation of 12 lakh under Employment compogation Act 1923
- ④ The wit Meena dupeted payars of 12 2 years
- ⑤ The wit arguving about her husband day at the compogation she is givney reason for death by seasion of Cordic arrest the took his life.
- ⑥ Meena recd his payars for Emp compogation in front of Mysore Kirloskar Pvt Ltd on the ground of employees compogation Act 1923

Send party: Mysore Kirloskar Pvt Ltd

Second party not accept meena wit of employe Abisith Gupta
Second party Mysore Kirloskar Pvt Ltd arguving becm of limitation find

They are acceptance accepting for
compensation

Reson → consider correct this returning
him from the place of Employment
of the completing his Job

they are paying of the 2 years
limitation is ceased

So his 10 year put the no accepting
employee with meena payor for compensation

Judgment: Allah of continuation: Bond

concluding 1. meaning

brings order into harmony

Se 43-60 of prohibition and

Conclution Act. 1976-1996

into harmony

define between - Application of

law paper

First no

Posto party
D NY

2)

consi

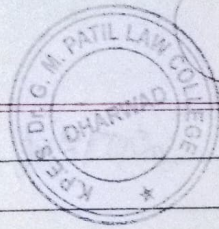
D

2)

MB
MB

Secretary

~~MB~~
Se



6/10

Problem No - 3 -

* Case 1 - Reading

* Case 2 - Reading

→ Reading of Section 10 is not necessary for the purpose of registration of a mortgage.

→ Section 10 is not necessary for the purpose of registration of a mortgage.

→ Section 10 is not necessary for the purpose of registration of a mortgage.

→ Section 10 is not necessary for the purpose of registration of a mortgage.

Section 10 → Section 10 is not necessary for the purpose of registration of a mortgage.

* Section 10

→ Section 10 is not necessary for the purpose of registration of a mortgage.

Section 10

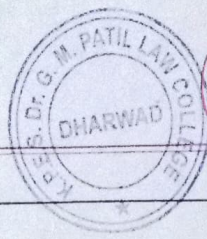
→ Section 10 is not necessary for the purpose of registration of a mortgage.

→ Section 10 is not necessary for the purpose of registration of a mortgage.

→ The of ...

19126 - 2 ...
19127 - 2 ...

[Faint, mostly illegible handwritten text follows, appearing to be bleed-through from the reverse side of the page.]



Rag No: 10920111040

DATE

19-9-2022

Medation

Problem no. 4

- రాధా చట్ట ఉల్లంఘనలు అనుభవించడం వల్ల అరెస్టు చేయబడింది
- అరెస్టు చేయబడిన తర్వాత :- అరెస్టు చేయబడిన గంట
- అరెస్టు చేయబడిన రాధాని అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన రాధాని రాధాని కుటుంబం వద్ద ఉంచబడిన
- * అరెస్టు చేయబడిన తర్వాత :- [రాధా]
- రాధాని అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- రాధాని అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన

అరెస్టు చేయబడిన తర్వాత

- * అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన
- అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన తర్వాత అరెస్టు చేయబడిన

అరెస్టు 1 :-
 అరెస్టు 2 :- Kadhe
 అరెస్టు చేయబడిన తర్వాత :-



Problem No. 1

Arbitration Agreement

The Arbitration agreement here after called as an agreement mad on the date 27/01/2022 between the parties.

Between

Mr. shashi; Age - 21 years occupation - Actor
R/o XYZ place.

and

Parody Private Ltd, registered under Company Act & situated. Head office at Hubli.

The both the parties to agreement here offer. Called as. party or party's.

Recitals.

1. In His Mr. shashi is an actor who make's a contract with the company called, Parody Pvt Ltd which is situated at hubli
2. The contract made between them was. The actor Mr. shashi has to at the Hubli Veranna theatre which belongs to Parody Company.
3. To the same, Company already has paid the consideration of Amount ₹ 5,00,000 to the Actor Mr. shashi.

4. For the same, both parties made an 'Arbitration clause' under their contract, for any dispute between them in the future.

5. The Arbitration clause contains below details

Substantive part

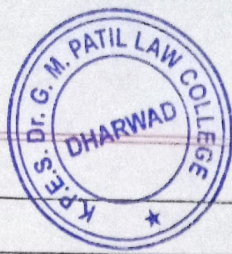
Arbitration clause.

1. The parties in the contract are governed by the substantive statutes of
- Indian Contract Act 1872 &
Companies Act 1956.

2. In the case of any dispute they will not move to the court but settle the same by appointing the arbitrator according to section 7 of the Act who is arbitrator section 10 & 11 of the Arbitration Act - gives the procedure to appoint the Arbitrator

3. In the case of any dispute or claim they move to arbitrators and settle. the arbitrator is binding on both the parties.

4. The parties also made as condition in the clause that moving to arbitrator, they try to solve the dispute among themselves.



Date.....

Reg No:- 10920111041
class :- IVth sem.
Sub :- ADR.

5. The parties made condition that the sole arbitrator will be Mr. XYZ who is retired judge of the Karnataka High court

6. There will be 3 arbitrators.

Arbitration procedress.

1. The aggrieved party has to send the notice to the other party to go for

Reg No. - 10920111041
class :- II year IV sem.
Sub :- A.D.R.

ಕುರಿತು ಕುರಿತು ಕುರಿತು 2 ಭಾಗಗಳಲ್ಲಿ ನುಡಿಸಿ ಅಂತರ ವ್ಯವಹಾರ
ವಿವರಿಸಿ:

- 1) ವ್ಯಕ್ತಿಯು ಕಿಲೋಪೈಪ್ಪಿ ಲ್ಯೂ. Ltd ವ್ಯವಹಾರ ಕುರಿತು ವ್ಯವಹಾರ
ವಿವರಿಸಿ ಅಂತರವುಲಾಗಿ ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು ವ್ಯವಹಾರ
ವಿವರಿಸಿ.
- 2) 1923 ರ ಭಾಗವು ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು ವ್ಯವಹಾರ
ವಿವರಿಸಿ ಅಂತರವುಲಾಗಿ ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು ವ್ಯವಹಾರ
ವಿವರಿಸಿ.

ವ್ಯವಹಾರವು ವಿವರಿಸಿ:

- i) ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು / ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು
ii) ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು / ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು
iii) ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು / ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು
iv) ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು / ಅಂತರ ವ್ಯವಹಾರ ಕುರಿತು

ಸಂಖ್ಯೆ

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ಶ್ರೀ M/S
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7/10

DATE [] [] [] [] [] [] [] []

NAME:- Manohara.
Roll No:- 10920111041
class:- IV
sub:- ADR

NEGOTIATION

Matter:-

- i) Ramappa transfer his 10 cows to Krishnappa.
- ii) Krishnappa solemnly receive 10 cows from Ramappa to look after cows till he returns from pilgrimage.
- iii) Krishnappa saved 10 cows from fire accident.
- iv) Krishnappa decide to return 10 cows to ramappa as he saved them from accident.

Goals of Ramappa.

- i) To receive back all the 10 cows from Krishnappa.

Goals of Krishnappa:

To keep all the 10 cows with himself as he saved them from fire accident.

clause and implementation:-

with the mutual understanding and Cognitive Approach the both the party's has solemnly Agreed, for the below fact or decision with the effective from today.

- i) Ramappa will receive his 7 cows from Krishnappa.
- ii) Krishnappa retains 3 cows as directed by Ramappa after negotiation in from compensation from Ramappa for claiming his 10 cows and losing his shed.

Ramappa
Rak

Krishnappa
Rak



5
10

page (22)

DATE

□ □ □ □ □ □

Roll No:- 10920111041

class:- IV^H.

Sub:- ADR

MEDIATION

BETWEEN:

Radha

[Plaintiff]

and

Murali

[Defendant(s)]

AGREEMENT TO MEDIATE AND TERMS OF MEDIATION.

The parties Agree to mediate with Manohar an ADR chambers mediator to Attempt to settle ~~the~~ their dispute in relation to the above-noted matter.

Matter

- A) plaintiff stance according to problem statement
- i) Radha is a wife of Murali.
 - ii) Radha is been harassed by Murali on the bases of dowry.
 - iii) Radha demands for Justice.

- B) Defendant stance: according to problem statement.
- i) Murali is a husband of Radha.
 - ii) Murali has been arrested on bases on charges.
 - iii) Murali wants to compromise with Radha.

Reading

Reaching a settlement:-

ON BEHALF OF Radha

I have the authority to bind the company.

~~Radha~~
(Radha)

on behalf of Murali

I have the authority to bind the company.

~~Murali~~
(Murali)

Mediator

~~Mediator~~
Murali



Conciliation Agreement

Party A (Abhijit Gupta and wife)

Party B (Mysore Kirloskar Pvt. Ltd.)

1st Party contention.

Abhijit wife meena filed petition against Party B. for claiming amount for 12 lakh compensation under Employees' Compensation Act 1923. and meena is clarify that her husband has no health issue, for the work pleasure, her husband has died, due to work in the company, after returning from the place of employment after his job, he took his last breath.

2nd party contention.

Here, second party were oppose to her claim. Ground.

- she has claimed after 2 years of his death, i.e. also barred by limitation Act 1/5/10.
- moreover no legal heirs joined with her.
- during the course of employment he was fine enough.
- and death is cardiac arrest away happen outside the premise & after the work hour.

Conclusion.

Conciliator 1

Conciliator 2.

Has Concluded.

- ① Has decided to grant her 6 lakh rupees.
- ② And tribunal has decided her to give Employment to Suitable for her qualification. (on the basis of (custody)

In witness where of, this agreement has been
Signed : this , 27/08/2022

1. witness

Sign 

2. witness

Sign 

Date :- 27/08/2022

place :- Dharwad (Karnataka)



Arbitration Agreement

An Arbitration Agreement entered into as of Mr. Shishi by and between 'parody' private limited with a mailing address of shashi@gmail.com and mailing address of Gubbi veeranna theatre collectively refer. as to the parties (herein after referred to as the second party) and whom agree to be bound by this Agreement.

The business relationship between the parties commenced on 27/08/2022 as defined in the original business contract, namely Arbitration Agreement. (herein after referred to as the 'contract') which is attached & incorporated herein.

Disputes and differences have arisen between the parties. The parties recognize that litigation in Court can be a timing consuming and expensive process.

1. Arbitrator: The parties have appointed "XYZ as arbitrator" (herein after referred to as the "Arbitrator") as their Arbitrator.

2. Arbitrator's Responsibilities: The parties agree to refer the following matters and responsibilities to the Arbitrator.

- i) He should complete, solve the matter within the time.
- ii) He should act according to the needs of the parties and matters.
- iii) He should be neutral, and bias and give favorable, (true order).

3. In the event that there are any dispute or controversies that arise between the parties pursuant to the terms of the aforesaid Contract, then the parties are waiving their right to litigate these issues in court and instead elect to have their dispute resolved through arbitration.

Any decision or award as a result of any such arbitration will be issued in writing and the arbitration will be mutually selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

Specimen of Arbitration to Refer the Dispute to two Arbitrators

This agreement made and entered into between Mr. Shashi, and Mr. Parody, on this 27, 08, 2022, witness as follows.

WHEREAS, differences and disputes have arisen between the parties above-mentioned regarding the agree that the matter as under referred to Arbitration to obtain an award

1. For the purpose of final determination of the dispute, the matter will be referred to ~~Shashi~~ XYZ-nominated by one party and Mr. ^{ABC} ~~Parody~~ nominated by the other party as arbitrators and their award shall be final and binding on both the parties.
2. If difference should arise between the said two arbitrators referred to them, the said arbitrators shall select an umpire and the award to be given by the umpire shall be final and both the parties hereby agree that the award so given by the umpire or



arbitrators shall be binding on both the parties

3. A reasonable time - may be fixed after consulting the Arbitrator for the grant of the award by them & Umpire if appointed & the said time may be extended in consultation with the Arbitrator or Umpire if need be
4. The provisions of the Arbitration & Conciliation Act 1996, so far as applicable and as are not inconsistent or repugnant to the purpose of this reference shall apply to this reference to arbitration
5. Both the parties are would co-operative & lead evidence etc.
6. The parties have to agree that this reference would not be revoked either by death or either party or any other cause

Having agreed to the above by both the parties the said parties offer their signature to this agreement this 27/08/2022 at Dharwad

Signature I,

Shashi

Signature II

Parvati

1st party Shashi @ age 40

2nd party Parvati @ age 60

Date : 27/08/2022

Place : Dharwad, Karnataka

Negotiation

First party :- Manoj

Second party :- Basavaraj

Recitals

* Manoj who is a teacher, He gave rent to his own house for 3 years. but after retirement he want his house back from before 3 years agreement from Basavaraj. On the date of agreement.

* Basavaraj, said agreement made for 3 years before 3 years, He don't want to leave the house.

* Negotiation

A settlement b/w parties.

Manoj & Basavaraj after discussing they come to a settlement i.e. a decision.

a). Manoj has requested to Basavaraj. Search any other rented house ~~within~~ 2 months, within (fair)

if, he found other house it is ok. otherwise, he should continue with the agreement.
~~original.~~



Mediation.

- ① mediation agreement between Neeraj, Kaur and Nitin.
- ② Two parties
 - i) Neeraj & Nitin.
 - ii) Rakesh & Goutam.
- ③ mediator : xyz

* First party contention :- Between Neeraj & Nitin it is a valid gift. Nitin says it is ~~full filled~~ all the conditions of a valid gift, only the thing is it is ~~not registered~~ self acquired property. So, that Neeraj has gifted to his nephew, and also it has in the name of Neeraj.

* Second party contention :- Here second party says that it is their father's self acquired property. Second parties ~~are~~ are have the right over the property, & moreover that property has not yet registered till now, according to 123 of the T & P Act. Written gift without registered is invalid, and is bad in law & cannot pass any title in the donee, documents should be stamped & registered as required, mere delivery or possession without a written instrument cannot confer title.

* mediator decision :- Here, mediator decided that,
i) The donor & donee is ^{now} registered the property, so, that after the registration it is valid,
Hence,
ii) The mediator is suggested the father



Naggy

Arbitration Contract

The arbitration agreement is made on 2nd of Aug. 2022 between

Arun, (first party) residing at 1213 Saptapur Dharwad and

M/s Emigo Packers Pvt Ltd, (second party) residing at 2nd cross 3rd main Emmikeri Dharwad

WHEREAS, entered into an agreement on 28th of Aug 2022, the original contract is attached

WHEREAS, the dispute arisen or dispute arises between the parties ("Dispute") the parties have agreed to submit to binding arbitration to resolve the Dispute

WHEREAS, The parties have agree to

- ① Arun Ice cream brand: agreed to purchase of packing material from M/s Emigo
- ② M/s Emigo Packers prvt ltd: agreed to supply packing material like terra paper, bowls, cups and such other plastic containers
- ③ Accepted consideration: Arun icecream brand with the capacity of producing 10,000 liters of icecream every day has agreed to pay a consideration of Rs 1,00,000 which is the first party of the agreement

to M/s Emigo Packers Pvt Ltd which manufactures packing material like tea paper, bowls, cups and such other things.

④ Duration of the agreement: Both the parties, first and second have entered into the agreement for a duration of one year effective from 28th Aug 2022 through 27th Aug 2023.

⑤ Indemnification: shall indemnify and defend the Arun cream gross and against any and all claims and damages arising from breach of any representation or warranty of material to such extent of claims or damages does not arise out of breach of the manufacturer of packing material.

⑥ In case of dispute parties mutually agreed to appoint sole arbitrator from list, conducting the proceedings in English.

⑦ Arbitral tribunal shall meet, examine witness and hear proceedings in Dhawad.

⑧ Arbitrator shall have no power in the capacity of private attorney & pronounce relief only to the extent of claims.

⑨ In case of any change in the arbitration clause, the remainder of clause stands valid.

⑩ Miscellaneous: Original contract remain unchanged and in full force.

⑪ Volunteer agreement: Both party acknowledge that the entire agreement, is read and understood self or with private legal counsel if needed before entering

Arun (first party) 28/08/22

M/s Emigo (second party) 28/08/22



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DATE
□ □ □ □ □ □

Roll No: 10920111046
Sub: ADR, 4th Sem

Conciliation

First party contention:

In the given problem, Miss Sangeeta is the first party.

Mr Arvind is the second party.

Ms Sangeeta is ~~not~~ a professional singer by profession.

Highlights of Sangeeta's contention:

! Here by Ms Sangeeta contends based on below points

- ① I am a professional singer with ethics.
- ② I have been in the profession of singing many years and earned the name and fame through my work and ethics.
- ③ My performance charges running into lakhs of rupees per month is a testimony of the demand that I have created for myself.
- ④ I continue to excel in my profession adhering to any commitments that I take in a humarily possible way contingent to natural calamities.
- ⑤ Mr Arvind is one of my many clients that I took commitment to perform and was unable to complete the month of performance due to reasons beyond control i.e. being sick to the extent of unable to perform.

2nd Party contention

Mr Arvind who is 2nd party has following contentions points

- ① Unlike Sangeeta, I only get to arrange such events at times.
- ② The cost involved in marketing, renting the space, logistics is already incurred
- ③ I not only missed the profit but also incurred loss to some extent
- ④ Sangeeta being the professional singer should be ensuring my gap in the profit, even though I understand occur.

Cancellation:

It is understandable the reasons that Sangeeta was unable to perform but at the same time the contention of Mr Arvind

Considering all the expenses incurred to Mr Arvind, the amicable settlement accepted proposed by me as a conciliator is as follows

- ① Mr Sangeeta to return the prorated amount of Rs 1,00,000 to the tune of days not performed
- ② Considering Sangeeta performed ^{those} 10 days before falling sick, Sangeeta to return 50000 Rs to Mr Arvind
- ③ As a professional singer Mr Sangeeta could compensate 10% of the ~~proceedance~~ received to pay towards losses incurred to Mr Arvind, ~~to~~ willfully as a profession ethics under circumstances.

Reg No: 10920111046

Sub: ADR

Signature: Nagej

NegotiationSimulation Exercise 1:

- 1) Facts of the case: Bangar, the director missed reaching Delhi due to technical issues of Kingfisher airline.
- 2) First party: Bangar
 - Bangar is the director of pharma
 - Bangar was scheduled to be part of drugs ~~pro~~ manufacturing allotment project
 - Bangar missed flight and asked for refund.
- 3) Second Party: Kingfisher
 - flight operator from Bangalore to Delhi
 - flight got delayed due to technical glitch reaching Delhi
 - Kingfisher rejected the refund and compensation to Bangar.
- 4) Agenda:
 - ↳ to communicate directly with Kingfisher representatives for negotiation.
- 5) Information presented by Bangar supporting his claims
 - His company has name

- His company has fame in drugs manufacturing.
 - Probability of his company getting drugs manufacturing is very high.
6. Information provided by Kingfisher in support of their claim.
- Flight delay is due to technical glitch which is outside of its control and ~~base~~.
 - Ticket sold has a disclaimer of not being responsible for technical glitch.
 - Bargav pharosa getting the contract is only probability, not fact.


Negotiation :

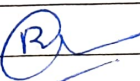
Bargav proposed to accept the refund leaving behind compensation while Kingfisher is against the claim of refund which appreciate the fact that Bargav is not pursuing compensation.

Settlement :

Both parties post productive negotiation conversation negotiated the settlement as

- Kingfisher to refund the air ticket in the form of future travel credit.
- Bargav to use the airline credit against the future one way trip from Bangalore to Delhi.

Signatures Kingfisher : 

Bargav : 



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page 38

DATE 19 09 22

Roll No 1092011046

Sub: ADR

Signature: Neeraj

Simulation 4 ~~Mediation~~ Mediation :

- (1) Facts of the case: Radha has allegations against Murali, her husband in regards to the dowry harassment.
- (2) Opening statement by Mediator: Amicable and acceptable settlement between Radha and Murali
- (3) First Party: Murali
 - Murali is husband of Radha
 - Murali is accused of dowry harassment
 - Murali proposed for a compromise.
- (4) Second Party: Radha
 - Radha is wife of Murali
 - Radha filed complaint against Murali for dowry harassment
- (5) Information gathered by Mediator:
 - Radha's statement about dowry harassment
 - Murali is inclined towards compromise with Radha in regards to dowry

harassment

Settlement-

- (c) Mediators felt that there is an opportunity for co-existence, leaving behind this incident as one off. Further more mediator is of the opinion that providing six months for co-existence will result in ~~an~~ amicable settlement leading to HAPPY-LIFE

Party 1: Ar

Party 2: Rachhe

Mediator: DK



Name - NINGAPPA G. BANDI
REG NO - 10920111048
CLASS - 3 YEAR LLB IV

Case law - Abhiji + Gupta M/s Mysore Kinolaker
vehemently opposed the claim on the following grounds

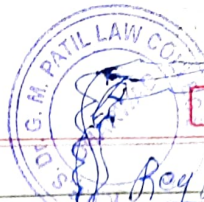
- 1) The death of the employee has not occurred during/under the course of employment.
- 2) the cause of death is cardiac/vascular arrest and that too has happened elsewhere outside the premises and after the work hours.
- 3) the other legal heirs have not joined the petition as petitioners but have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

* ವಿವರಣೆ :-

ಕಂಪನಿಯು ಕೆಲವು ವರ್ಷಗಳಿಂದ ಕೆಲವು ಕಾರ್ಮಿಕರನ್ನು ತನ್ನ ಕೆಲಸಕ್ಕೆ ನೇಮಿಸಿತ್ತು. ಈ ಕಾರ್ಮಿಕರಲ್ಲಿ ಒಬ್ಬರಾದ ನಿಂಗಪ್ಪಾ ಗ. ಬಂದಿ ಅವರನ್ನು ಕೆಲವು ದಿನಗಳ ಹಿಂದೆ ಕೆಲಸಕ್ಕೆ ನೇಮಿಸಿತ್ತು. ಆದರೆ ಅವರ ಮರಣವು ಕೆಲವು ದಿನಗಳ ನಂತರವೇ ಸಂಭವಿಸಿತ್ತು. ಕಂಪನಿಯು ಈ ಮರಣವನ್ನು ಕಾರ್ಮಿಕರ ಮರಣವೆಂದು ಪರಿಗಣಿಸಿತ್ತು. ಆದರೆ ಕುಟುಂಬದವರು ಈ ಮರಣವನ್ನು ಕಾರ್ಮಿಕರ ಮರಣವೆಂದು ಪರಿಗಣಿಸಿತ್ತು. ಆದರೆ ಕುಟುಂಬದವರು ಈ ಮರಣವನ್ನು ಕಾರ್ಮಿಕರ ಮರಣವೆಂದು ಪರಿಗಣಿಸಿತ್ತು.

* ಪರಿಹಾರ ಕೋರಲಾಗಿದೆ :- ಕಂಪನಿಯು ಕೆಲವು ವರ್ಷಗಳಿಂದ ಕೆಲವು ಕಾರ್ಮಿಕರನ್ನು ತನ್ನ ಕೆಲಸಕ್ಕೆ ನೇಮಿಸಿತ್ತು. ಈ ಕಾರ್ಮಿಕರಲ್ಲಿ ಒಬ್ಬರಾದ ನಿಂಗಪ್ಪಾ ಗ. ಬಂದಿ ಅವರನ್ನು ಕೆಲವು ದಿನಗಳ ಹಿಂದೆ ಕೆಲಸಕ್ಕೆ ನೇಮಿಸಿತ್ತು. ಆದರೆ ಅವರ ಮರಣವು ಕೆಲವು ದಿನಗಳ ನಂತರವೇ ಸಂಭವಿಸಿತ್ತು. ಕಂಪನಿಯು ಈ ಮರಣವನ್ನು ಕಾರ್ಮಿಕರ ಮರಣವೆಂದು ಪರಿಗಣಿಸಿತ್ತು. ಆದರೆ ಕುಟುಂಬದವರು ಈ ಮರಣವನ್ನು ಕಾರ್ಮಿಕರ ಮರಣವೆಂದು ಪರಿಗಣಿಸಿತ್ತು. ಆದರೆ ಕುಟುಂಬದವರು ಈ ಮರಣವನ್ನು ಕಾರ್ಮಿಕರ ಮರಣವೆಂದು ಪರಿಗಣಿಸಿತ್ತು.





DATE 19 09 22

Reg No - 10920111048
Name - N. G. Bandi
Class - LLB IV Sem
Sub - ADR

Negotiation

problem-no-03.

First party - Ramappa

Second party - Krishnappa

Negotiation - X.Y.Z.

* ತೀರ್ಮಾನ ಎಂದರ್ಥ :-

ಇವರಿಬ್ಬರ ನಡುವೆ ನಡೆದ ಚರ್ಚೆಯಲ್ಲಿ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧರಾಗಿರುವುದನ್ನು ತಿಳಿದುಕೊಂಡು, ಕ್ರಿಶ್ಣಪ್ಪನು ರಾಮಪ್ಪನಿಗೆ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು. ರಾಮಪ್ಪನು 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿದುಕೊಂಡು, ಕ್ರಿಶ್ಣಪ್ಪನು 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು. ಇವರಿಬ್ಬರ ನಡುವೆ ನಡೆದ ಚರ್ಚೆಯಲ್ಲಿ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧರಾಗಿರುವುದನ್ನು ತಿಳಿದುಕೊಂಡು, ಕ್ರಿಶ್ಣಪ್ಪನು ರಾಮಪ್ಪನಿಗೆ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು.

* ಮಾಧ್ಯಮ :- ರಾಮಪ್ಪನು ತನ್ನ ಮನೆಯಲ್ಲಿ ಇರುವ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು. ಕ್ರಿಶ್ಣಪ್ಪನು ರಾಮಪ್ಪನಿಗೆ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು.

* ತೀರ್ಮಾನ :- ರಾಮಪ್ಪನು ತನ್ನ ಮನೆಯಲ್ಲಿ ಇರುವ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು. ಕ್ರಿಶ್ಣಪ್ಪನು ರಾಮಪ್ಪನಿಗೆ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು. ಇವರಿಬ್ಬರ ನಡುವೆ ನಡೆದ ಚರ್ಚೆಯಲ್ಲಿ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧರಾಗಿರುವುದನ್ನು ತಿಳಿದುಕೊಂಡು, ಕ್ರಿಶ್ಣಪ್ಪನು ರಾಮಪ್ಪನಿಗೆ 10 ಲಕ್ಷಗಳ ಮೊತ್ತವನ್ನು ಕೊಡಲು ಸಿದ್ಧನಾಗಿರುವುದನ್ನು ತಿಳಿಸಿದನು.

* ದೊಡ್ಡದ್ದು ಇದ್ದು ಎದ್ದು ಕೊಡುವ ನಡವಳಿ ಕುರಿತು:

ಈ ವಿಷಯವನ್ನು ನಡವಳಿಸಲು ಎಲ್ಲ-ಕೊಡುವ ನಡವಳಿ ಕುರಿತು, ಅನುಭವ ಕೊಡುವುದು. ಈ ವಿಷಯವನ್ನು "ಇದು"

(1) ~~ಕೊಡುವ~~ 10 ಕೊಡುವ ನಡವಳಿ ಕೊಡುವುದು ಎಂಬುದು ಎಂಬ ವಿಷಯವನ್ನು 10 ಕೊಡುವುದು 4 ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು

(2) 6 ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು

(3) ಎದ್ದು ಕೊಡುವುದು ಈ ವಿಷಯವನ್ನು ಎದ್ದು ಕೊಡುವುದು ಕೊಡುವುದು ಕೊಡುವುದು

(4)

First Party

(1) ~~10~~

(2) ~~10~~

Second Party

(1) ~~10~~

(2) ~~10~~

* ପଠନ : ପୁସ୍ତକପଠନ ଏବଂ ପଠନରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

* ପଠନ : ପଠନ ପଦରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

* ପଠନର ପ୍ରକାର :

ପଠନ ପଦରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ । ପଠନରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

① ପଠନରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

② ପଠନରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

③ ପଠନରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

④ ପଠନରୁ ଉଦ୍ଧୃତ ଶବ୍ଦଗୁଡ଼ିକର ସଂଗ୍ରହକୁ ପଠନ କୁହାଯାଏ ।

Party First

- (1) ~~ନିପାତ~~
- (2) ~~ପଦ~~

Party Second

- (1) ~~ନିପାତ~~
- (2) ~~ପଦ~~

mediator

- (1) ~~ନିପାତ~~



LLB IV Sem

Ry. no - 10920/11049

N. M. Karakane

First Party - Abhisit Gupta, employee of mysore Kirloskar Pvt Ltd / wife Meena Gupta.

Prayers:- First Party

1. ASKING compensation for death of Abhisit Gupta employee of mysore Kirloskar Pvt Ltd under Employee Compensation Act - 1923
- 2) ASKING 12 lakh compensation from Kirloskar Pvt Ltd mysore.

Second Party - mysore Kirloskar Pvt Ltd

Respondents

- 1 The death of the employee has not occurred during and under the course of employment
- 2 The cause of death is cardiac arrest and that too has happened elsewhere outside the premises & After work hours
- 3 The other legal heirs have not joined the petition as petitioners but have been made as respondents
- 4 The claim is barred by limitation

Conciliation Board

- ① Conciliator y heard the overall and written statement put forth by the first of second party
- ② Conciliator gone through the employee status and working environment and applicability of employees Compensation Act-1923
- ③ Conciliator called first and second party for mutual agreement
- ④ After hearing the first party and second party Conciliation Board come to conclusion that Mysore Kirloskar Pvt Ltd should pay Rs. 80000 (Eight lakhs Rupees) to Abhijit Ganesha wife' Under Employee Compensation Act 1923

First party

- ① ~~10~~
- ② ~~10~~

second part

- ① ~~10~~
- ② ~~10~~

1) Conciliator
/e

2) Abhijit

(S)
10

page (51)

DATE
□□ □□ □□

Rg no - 10920111049

LLB 4th sem

ADR

Negotiation

Problem - 3.

Ramappa while going on a pilgrimage to Kashi approached Krishnappa & 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 & 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 therefore they should belong to him.

The matter is for Negotiation.

First Party - Ramappa.

Second Party - Krishnappa.

claims

claims of parties

I First Party claims, Ramappa

- ① Ramappa request to take care of his cows. Krishappa Agreed
- ② Ramappa Unaware of incidents
- ③ Ramappa after returning from kashi claimed the cows back to him

II second party Krishappa claims

- ① Krishappa Agreed to take care of cows
- ② Krishnaappa putting his under stake
- ③ Krishappa saved 10 cows
- ④ if Krishappa not saved all 10 cows would be no more

Negotiation:-

1 Both Parties came to negotiation that

- ① 5 cows should given to Krishappa
- ② 5 cows back to Ramappa
- ③ Both parties Agreed to this negotiation

Party I, I

- 1) ~~10 cows~~
- 2) 5 cows

Party II

- 1) 10 cows
- 2) 5 cows

10920111049

page (53)
7/10

Rg. No - 1092011049

Name - N. S. Karakane
LLB Hth Sam ADR.

Mediation 3

First party - Krishna

Second Party - Rukmini

mediator - X Y Z.

* First party - wife:-

* Rukmini files proceeding seeking restitution of Conjugal Rights

* She want to enforce the restitution of Conjugal rights.

* Rukmini claimary restitution of family Rights

* The matter is referred to mediation

* Second party:-

1, Krishna has alleged about Rukmini that she fight with me oftenly

2. Krishna and his parents facing problems

3. Krishna economically weak due to illhealth



Krishna - I left Rukmini due to some
1) family matter.

3) I want take divorce to Rukmini.

Case Referred to mediation

* Mediator Decisions

By hearing both parties
the mediator come to conclusion that

1. Both Krishna and Rukmini live together.
2. Implement the court order for restitution of conjugal rights and
3. Both parties must be subjected to mediation decisions.
4. Both Agreed & signed to mediation.

Party I (Rukmini)

Party - II (Krishna)

1) [Signature]

1) [Signature]

2) [Signature]

2) [Signature]

mediator

koppad



Arbitration

ARBITRATION AGREEMENT

This Arbitration Agreement is made on 27-08-2022 between

Mr. Shashi Located at Dharnwad +
Parody Located at Dharnwad.

Whereas, the parties are entered into a contract on 07-01-2022, The original contract detailing the agreement is attached.

Whereas, if a dispute arises, between parties, the parties have agreed to submit to binding arbitration to resolve the dispute.

Whereas, parties agree as follows:

1) Claims covered -

All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the state of Karnataka or another location mutually agreed by both the parties.

2) Required Notice -

Either party may initiate arbitration by serving or mailing a written notice to the other party at the address stated herein. The written notice must specify the claims asserted against the other party. Notice of any claim sought to be arbitration must be served within the limitations period established by applicable federal or state law.

3. Arbitration Procedure —

After a demand for arbitration has been made pursuant to Section 2 of this agreement the party demanding arbitration shall file a demand for arbitration with the Arbitral Tribunal in India. The parties agree to enter arbitration through the Arbitral Tribunal in India and abide by the Commercial Arbitration Rules of the Arbitral Tribunal in India. Arbitration proceedings shall be completed within 120 days from the date an arbitrator is appointed. This time may be extended by the arbitrator in the interests of justice. The parties may agree to extend this time in writing. The parties agree not to bring any disputes between each other on a collective or class basis; rather, the parties agree to bring such disputes in arbitration on an individual basis only.

4. Arbitrator. —

Name of the arbitrator: XYZ.

The arbitration shall be conducted by one arbitrator. If the parties cannot agree on the selection of an arbitrator within 20 days of commencement of an arbitration proceeding by service of demand for arbitration, the arbitrator will be selected by the Arbitral Tribunal in India pursuant to the terms of this agreement. The arbitrator shall have at least 1-5 years 6-10 years 11-15 years 16 or more years of experience in "Acting" field and will have served at least 1-5 times 6-10 times 11-15 times 16 or more times as an arbitrator prior to this Dispute. The arbitrator's decision will be final and binding. The arbitrator shall issue a written form.



Conciliation

1. Facts: As given in Problem 1.

Conciliation between

Party 1 - Vanita (Sister of Varun)

Party 2 - ~~Varun~~ Mr. Prabhakar (Contractor who is working for P&K company).

Party 2 - P&K Company

Conciliator - XYZ

1) Contention of 1st Party: (Vanita)

↳ Vanita contended that her brother Varun was employed by contractor by name Prabhakar while working. Varun falls from the first floor while construction & dies due to accident.

↳ Mr. Prabhakar was working under P&K company so she claims compensation from P&K company.

2) Contention of 2nd Party: (P&K company)

↳ Company contended that Varun is not employed by it.

↳ The contractor Mr. Prabhakar employed Varun and not the company.

↳ There was not any proof to show that Varun is working for the company.

3) Decision of Conciliator (XYZ):

↳ Conciliator considered the proof submitted by Vanita. The proof is voucher of wages received by Varun.

↳ Conciliator considered the document produced by P&K company.

↳ After consideration considering the documents of both the parties conciliator decides that Prabhakar is the one who employed ~~the~~ Varun and not the company.

↳ So, Company is not liable.

↳ So, Conciliator decides that Company is not liable to pay the compensation but Mr. Prabhakar has to pay the compensation to Varita.

Date : 27-08-2022

Place : WXY

Signature of Party 1
Varita

Prabhakar

Signature of Party 2
P & K company

Prabhakar

Conciliator
XYZ

XYZ

Negotiation.

Problem No. 3.

1. Party 1: Ramappa
2. Party 2: Krishnappa.

3. Party 1: (Ramappa)

↳ Ramappa while going on a pilgrimage to Kashi approached Krishnappa and requested him to take care of the 10 cows.

4. Party 2: (Krishnappa)

↳ Krishnappa agreed to take care of the 10 cows in cattle shed.

↳ Krishnappa saved the cows by putting his life under stake from the fire.

5. Contention:

↳ Ramappa claimed the cows back but Krishnappa contended that but for his saving the cows, the cows would be no more & therefore they should belong to him.

6. Bargaining:

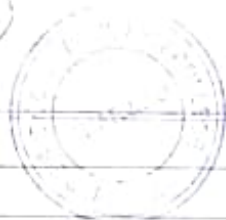
↳ Res: After the dispute between Ramappa & Krishnappa they approved to negotiate and solve the problem.

Settlement:

After negotiation Ramappa convinces the Krishnappa to give back his 10 cows. So Krishnappa agrees to give back his cows & Ramappa agrees to pay cows to the Krishnappa.

Ramappa
Party 1

Krishnappa
Party 2

MediationProblems No. 4

• Opening statement by the Mediator :

↳ Amicable settlement between Radha & Murali

• First Party (Murali) :

- ↳ Murali is the husband of Radha
- ↳ Murali is ^{is} ~~made~~ ^{acquiesced of} ~~harassment~~ ^{abused of} ~~to~~ ^{abused of} ~~Radha~~ ^{harassment}
- ↳ Murali wants to compromise with Radha

• Second Party (Radha)

- ↳ Radha is wife of Murali
- ↳ She files a complaint against Murali for dowry harassment.

• Information gathered by Mediator.

- ↳ Radha's statement about dowry harassment
- ↳ Murali is inclined towards compromise with Radha in regards to dowry harassment

• Settlement :

- ↳ Mediator felt that there is an opportunity for co-existence, leaving behind this incident as one off. Further mediator is of the opinion of providing 6 months for compromise.

Party 1: Murali

Party 2: Radha

Mediator: DJK



Problem NO - 1

[Title]

Arbitration Agreement

Arbitration Agreement (caused and agreement arbitration dead)

made on the date 27/08/2022 between the parties as:

1st Party Mr. Shashi

Theatre actor,

age 29 years. Occupation.

Plot no 210. 1st cross second stage

Banasankriatta Mysuru,

Mobile no - XXXXXXXXX

with,

2nd party - Parody Private Limited

Theatre event. Plot no - 102 Wth cross

5th stage. XI phase. Gandhi Nagar,

Bengaluru - 560001

Mobile - XXXXX XXXXX

The above said parties have hereby agreed for Arbitration Agreement and given their consent that the Secondary party Private Ltd. agreed to contract

conditions which is enclosed.)

Have with for ready reference some important conditions are given below before the Arbitration is as under,

as per the agreement party
privately limited. Bengaluru Ltd.
agreed 5,00,000 Rs (Five lakhs only)

2) as the advance amount.
secondary,

3) for the same. both parties
made an arbitrary clause
under their contract. for any
disput. between them. in the
feature.

4) the arbitrary. Clause contains
below details.

Substantive Part

Arbitration Clause.

- 1) The parties in the contract are
governed by the 6th of the
substantive. Act 1975. §.
Companies Act Arbitration
- 2) In the case of any dispute
they will not move to the Contract
Act 1956,

Section 1 of the act. who is
arbitration.

Section 10 - as 11 of the arbitrator.

- 3) In the case of any dispute or
claim they move to arbitrator or
settle the arbitrator is binding on
both the parties



7/10

Page 64
DATE

Reg. no 10920111

class - IV

Sub - ADR

Problem no - 3

Conciliation (parties) process

Brief fact :- Miss Sangeeta agrees to sing. She made an agreement for one month for which she takes Rs. 1,00,000/- in advance. So Sangeeta gets ill in between and not able to perform for some days. Sangeeta and Aravind both are agreed for singing competition. But Aravind says he will give one month. Sangeeta they will not take some time. That which, both are going conciliation

Ist party - Mr. Aravind theater's
plot no - xx
Address - x y z

IInd party - Miss. Sangeeta, Singer

Contention of party Aravinda content

- (i) Tickets for one month are sold and
- (ii) He has taken amount from various audiences

- (iii) He for some reason he has kept his theatre for his purpose & not given for rent to others

IV - He bought all the musical instruments and he paid the advance to them,

Hence by considering all these he calculated his loss about Rs 5,00,000 and contended to Comptroller.

Contention of 2nd party

* By denying the contention of 1st party the 2nd party submitted

(i) The contract was made only for the performance and not for his profit or loss between

(ii) Secondly she submitted that she has not avoided the fault - by or performance capability of wife any malafide intention

(iii) She also submitted the medical report for her absence for those days

Hence

saying she is not liable for all these - (as stated by the Comptroller),

6/10

DATE

This Exclusive Negotiation Agreement is made and effective,

BETWEEN : manoj owner/landlord of the house (Gubli) H. No. 147 D16 Navanagar Gubli

AND

Basavaraj Tenant of the house

Parties of Submission

plaintiff (Appeal) (manoj)

Sir : mayself manoj retired associated teacher. I made agreement with Mr. basavaraj from July to 2017 after three year terms but conformer I was refered from the service I done have much income source to pay rented house timely. I requested you to vacant the house

Respondant (basavaraj)

Sir mayself basavaraj :- understood your problem if you say to vacant all of a sudden this is not fair. please give me a some time of 3 months. with in three months will vacant the house.

for aforesaid terms and conditions I have agreed,

6
10



Reg no = 10920111081

Name - Prabhu kumar Singhania,

MEDIATION

Plaintiff : Radha

Defendant : murali

Agreement to mediation

and

Terms of mediation

The parties agree to mediate with mediator (Mr Sudhir) to attempt to settle their dispute in relation to the above noted matters.

Subject :- Complaint for Dowry case filed by Mrs. Radha against her husband Mr. murali

Parties' submission

Plaintiff : put her words regarding the harassment domestic ally due to dowry case

Defendant : Mr murali said no such harassment is made to Radha. may be petty issues discussed by my mother, and family members. It cannot be treated as dowry case

Plaintiff: Your honour mother of
- meeta is always sitting
downy which cannot be
given since I delay

Defendant: NO YOUR HONOUR NO SUCH
WORD COME FROM MY MOTHER
IN FUTURE I WILL ENSURE
THAT SUCH THING WILL NOT
HAPPEN AND WILL RESPECT
RADHA.

I have read understood and
agree to the provisions of this
agreement signed this 19th September
2022.

Radha
Plaintiff.

meeta
Defendant

MEDIATOR



Ans Q.No. 1

ARBITRATION AGREEMENT.

of both parties
& written.
written

This arbitration agreement (hereinafter referred to as the "Agreement") is entered into, as of Arbitration Agreement by Mr. Shree & Pooja (Hereinafter referred to as the "Second Party" collectively referred to as the "Parties" both of whom agree to be bound by this Agreement.

The business relationship between the parties commenced on 01.01.2022 as defined in the original business contract, namely Guids: Veeranna theatre

(hereinafter referred to as "Contract" which is attached and incorporated herein)

Dispute and difference have arisen between the parties the parties recognize their obligation in court case a dem consuming and expensive process.

1. Arbitrator - The Parties have appointed Mr. Deepak as their arbitrator.

2. Arbitrator's Responsibilities - The parties agree to refer the foregoing matters and responsibilities to the Arbitrator to decide the amount of Rs. 500000 as an advance of Dispute to be solved

3. Waivers In the event that there are any dispute of contract issues that arises between the parties can waiving their right to litigate these issues in the court and instead elect to have dispute resolved through arbitration.

Final decision or award on a basis of any such arbitration will be issued in writing and the arbitrator will be mutually selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association

Specimen of Arbitration Agreement to Resolve the Dispute to two Arbitrators.

This agreement



1) Conciliation

Conciliation Agreement

First Party Conciliation

⇒ Miss. Meena Abhijit Gupta filed a claim petition under the Employee Compensation Act 1923 after 2 years the death of Mr. Abhijit. Filed petition against Mysore Kirloskar Pvt Ltd, for the asking amount of Rs 12 Lakhs

Miss Meena contesting her husband massive cardiac arrest because of heavy work done in Mysore Kirloskar Pvt Ltd. So she need amount of 12 Lakhs for family survival

Second Party Conciliation

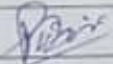
- Miss Mysore Kirloskar vehemently opposes because of the below grounds
- 1) Death of Mr. employee has not occurred during/and in the course of employment
 - 2) Death is cardiac arrest and that too has happened elsewhere outside the premises and after the work hours
 - 3) Other legal heirs have not joined the petitioner as petitioners. but have been made as respondents
- 5
- 4) The claim is barred by limitation


Conciliators

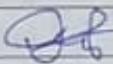
1) The Conciliators go through the details of first party construction (i.e. Mena w/o. Abhijeet) the need paying Grant of 12 Lakh because of Abhijeet Death by carried forward our side partners of company because of heavy works given by company he died.

Second Party fully oppose the same as early discussion and delay for claim is barred by limitation and there is delay because of Death of Abhijeet and she doesn't know the grant given by company

Finally Conciliators both party agree conveyance and settle the amount of Rs 6,00,000=00 and company to pay the Grant amount


First Party
(Mena)


Second Party
(Mysore Krosikar)


Conciliators
Pravara

7/10



page 73

DATE

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Name Pradeep Joshi

Reg No - 10920111052

Date - 19/Sept/2022

Sub - ADR

NEGOTIATION

First party Ramappa

Second party Korchappa.

First party concern (i.e. Ramappa).

- 1) Mr. Ramappa while going on a pilgrimage to Kashi
- 2) Ramappa requested to Korchappa to take care of 10 cows in his cattle shed and Korchappa agreed for the same mutual agreement.
- 3) On behalf ^{Korchappa} ~~Ramappa~~ ^{Ramappa} took to Kashi pilgrim - age
- 4) After completion of pilgrimage Korchappa contended to return back cows to Ramappa because of his saving the cows life as caught fire from shed
- 5) Ramappa concern he return back his cows and Korchappa agreed for take care of cows until he return back from Kashi

2nd party Controversies (i.e. Korshappa)

→ Mr. Korshappa initially Agree to save
take care of cows. after some days
he does not know. fire broke out in
in the neighborhood and cattle shed
caught fire. Immediately Korshappa
-pa putting his life under stake

So, he did not return back to
Rammappa his cow.

Negotiator consent Conclusion

By Both parties share 5 each cows
and agree to the parties and
2nd parties save cows and 1st
party given 5 cows.

1st of loss to cows he save 5 cow
farm

Rammappa
1st party

Korshappa
2nd party

Negotiator [Signature]



Name - Pradeep Joshi

Reg No - 10920111052

Subject - ADR (MEDIATION)

Date - 19/09/22

Mediation

Mediation Agreement between pooja and prakash on Dated 19 Sept, 2022.

The purpose of the mediation was to establish a consultative and co-operative working relationship between pooja and prakash in following consistent and actions set out your agreement or how to do this.

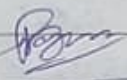
Prakash undertake to,

- make sure he doesn't burden pooja
- Be aware of email traps and source of information of times 10:00 am to 5:00 pm
- Separate tasks to the extent possible
- take care that all issues are properly have been thoroughly discussed
- Trust that pooja is feeling the stress and doing the best co-operation for daily work
- prakash agree that pooja that he will keep informing whenever the facts case to returning to the case home

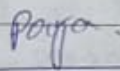
Pooja vander take te.

- Not mind cross checking by phakase
- Be predictable (uncertainty is important)
- Believe that sources will be appreciated
- Pooja win dresses with phakase whenever
- they need clarifications
- she completely take care of the household work and completely household work
- It was also agreed that if things become difficult between phakase and pooja they are confused by the behavior of the others they would send each other a blank email saying what they would each have an opportunity to explain themselves and discuss their concern
- This agreement will remain confidential
- oral

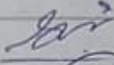
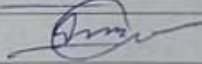
Signed



 Phakase



 Pooja

Pooja Associate 
 Phakase Associate 
 Mediators 