Email : principalkpeslcd@rediffmail.com
kpeslaw@gmail.com
Estd : 1975
Phone No. : 0836 2790945
Website : www.kpes.org.in

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.

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KPES's Dr. G. M. PATIL LAW COLLEGE DHARWAD 580001

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

ADR : Arbitration
Sem : IV th
Reg No: 10920111038

7/10

Checked
page (1)

Date 27/Aug/2022

1) Prolem No 1

This Arbitration Agreement is made on this Contract of Acting day of 27 Aug 2022 between "Parody" private Limited located at Gubbi Veeranna Theatre - 1st party and
Mr. Sashi located at Gubbi - second party

Whereas the parties entered into a Contract on Act at Gubbi Veeranna theater on 27 Aug 2022. The Origional Contract dealing the agreement is attached.

Where as a dispute has arisen or if a dispute between the parties (the Acting agreement at gubbi theatre for one year in Consideration of Rs 5,00,000/- in advance.

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

→ Mr Sashi is a theatre actor. He accept 'parody' privated Limited theatre company to act at Gubbi Veeranna Theatre.

→ For duration of one year to Act at Gubbi Veeranna Theatre Mr. Shashi accept

P.T.O

Date.....

Mr. Shashi accept parody private Ltd offer of 5,00,000/- payment for acting as theatre act at gubbi veeranna theatre.

→ Parody Private Limited a theatre company elected Mr. Shashi as theatre actor to act at Gubbi Veeranna 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 ~~as~~ ~~sec 2~~ Sec 2(1)(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 occures in between the parties during one year period.

→ The parties Agreement is made on this 27 Aug 2022 between parody private Limited and Mr. Shashi at Gubbi Theatre.

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

→ Arbitrator includes if violate the consideration parties may follow the legal action of ~~dispute~~ parody privat ltd. Both the party accept to follow contract. if fails. party must pay interest on the consideration Amount. This Agreement has been executed and delivered as of the date first written above.

Sign of parties : (1)
(2)

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

Parties Advocate : ——

Conciliation
IV th Sem
Reg No: 10920111038

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Reddy 21/8/22

DATE 27/08/22 page (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 employmentity his job.
③ His wife Meena praying for compensation of 12 lakh under Employee's Compensation Act 1923.
④ His wife Meena ~~filed~~ 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 Employees 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 from the place of employment after completing his 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 opponents 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 & 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
Sign

Second party
Sign

Conciliator :
Mahadev 25/08/2022

→ 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 opponents 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 & 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
Sign

Second party
Sign

Conciliator :
25/08/2022

Reg NO: 10920111038
Sub : ADR Negotiation problem.
Sign : Medoly
Date 19th Sep 2022

7/10 page (5)
DATE 19 09 22

1 Problem Negotiation

Negotiation Agreement Between Bargav. Director of pharmaceutical Company and. The kingfisher Airlines :

19th 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 except failure from kingfisher Airlines.

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

. ~~kingfisher~~ Airlines undertakes.
→ Bargav. agree to accept the compensation of Rs. 25,000/- which was paid ~~to the~~ flight and company no fault booking the flighted and company may have incured the loss. If they were to get the progress 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 to value the customer relationship and to continue the relationship with said company along going proved.

This agreement will remain confidential.

Sign XXX
(Bargav.)
Director of Pharmaaceutical Company
Bengaluru.

Sign XXX
(Mr. Aditya Birla)
Company

Reg no: 10920111038
Sub : ADR [Mediation]
Sign : [signature]

page (7)

7/10

DATE 19 09 22.

1] Mediation : problem

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

① Shri Krishna and Rukmini explained their mediation statement and explained 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 explained 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. She proposed adjusting his personal behaviour toward 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 restitution after some time Shri Krishna again left Rukmini

⑥ Rukmini W/o Shri Krishna relegated that Sri Krishna does not wish to leave and cohabit w.r. (wife Rukmini) and was convinced by mediation.

P.T.O.

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

(8). This agreement remain confidential between the Krishna & Rukmini.

Sign: xxx
Shri. Krishna.

xxx
Rukmini w/o of Krishna.

Sign by mediator: x x
Date : 19th Sep 2011
place : Dharwad.

5/10

Date 27/8-2022

Reg:- 10920111040

Sub: ARBITRATION

LLB 4the sem

Problem NO 1

The Arbitration Agreement made on this contract and Acting day of 27 Aug 2022 between Porody private limited located at Gubbi Vanna that ~~P~~ last day e and

~~Mr Shar~~ Mr. shashi located at Gubbi Secend party

Where the partis entrte in to a contract on act at Gubbi Veranna ~~the~~ That Theater an 27 Aug 2022 the ~~at~~ original contract deeling the g. agreement attached

Whose as a dispute has arige on it a dispute between ~~the~~ the period the Acting agreement at Gubbi Thetere for one year in consideration ~~So~~ 5,00000/- in advance

Whose the parts agree of follow Porody ~~pvtlt~~ private hotel is thector company this ~~Se~~ company select actor to act at Gubbi Vanna thetor ~~of~~ for one year durction

Date.....

Mr Shobi is a theater the company privet hotel is theater company this company select actor to act at Gubbi verana Theter of Gubbi verana theter

→ the poris agreenment is made on the 27th Aug 2022 between porthy privet limited

→ Arbitter to included vivolence concider the poris this follow the legen acts

Sig of poris ①
poris Advaces

Witne Sig
Date :- 28-8-2022
place - DWD

6/10

DATE 28

Problem No-2
Roll No: 1092011040
4 the Seme

Abhijith Gupta V/S Mysore Kirloskar

First party: Abhijit Gupta Employer of mysore Kirloskar pvt Ltd partise

① The was Employe of Mysore Kirloskar pvt Ltd
② He seemed to the motive ~~Council~~ Cardic arrest while ~~Emplement~~ Returning hom from the Place of Emplementing his Job
③ The wif Meena ~~pesanu~~ pesuing for compogation of 12 lack under Emplement compogation Act 1923
④ The wif Meena dupeted prayers after 2 years
⑤ The wif arguing ~~about~~ her husband day at the compogation she is giving reason for death by season of cardic arrest the loose his life.
⑥ Meena bed his prayers for Emp. compogation in front of Mysoor Kirloskar pvt ~~Lm~~ ~~Lm~~ Ltd on the ground of employers compogation Act 1923

Second party: Mysore Kirloskar pvt Ltd

Second party not accept meena wif of employe Abijith Gupta
Second party Mysore Kirloskar pvt Ltd arguing per of limitation first

They are acceptiont accepting for compgation

Reason → consider arrest while returning him from the place of Employment of the completing his Job

They are paying of the 2years limition is excesed

So Hirlosser put ltd no accepting employe wit meena prayer for composgation

Judment Award of conciliation Bord

conciling : meaning
brings oppr into homony
Se 43-60 of prohibition and
Conciliation Act 1976 & 1996
into harmony
define between Application of law proper

~~First no~~

Second part

Postor party
1) [illegible]

2)

consi
1) [illegible]
2) [illegible]

4th Sem

Reg: 1092011104O

6/10

DATE

19-9-2022

Problem No - 3 -

* ಆಸ್ತಿದಾರ 1 - ರಾಮಪ್ಪ

* ಆಸ್ತಿದಾರ - 2 - ಕೃಷ್ಣಪ್ಪ

→ ರಾಮಪ್ಪನು ಕೃಷ್ಣಪ್ಪನಿಗೆ 10 ಸಾವಿರವನ್ನು ಸಾಲವಾಗಿ ಕೊಟ್ಟ ಕೆಲವು ದಿನಗಳಾದ ಮೇಲೆ ಹಣವನ್ನು ಕೇಳಿದನು

→ ಕೃಷ್ಣಪ್ಪನು 10 ಸಾವಿರವನ್ನು ಸಾಲವಾಗಿ ಕೊಡಲು ಒಪ್ಪಿದನು

→ ನಂತರ ಕೆಲವು ದಿನಗಳನ್ನು ನಂತರ ಒಂದೇ ದಿನದಲ್ಲಿ ಹಣವನ್ನು ಒಂದು ಬಿಡುವಾಗ ಕೃಷ್ಣಪ್ಪನು ಲೋನ್ ಒಂದು ಬಿಟ್ಟು ನಾಲ್ಕು 10 ಸಾವಿರವನ್ನು ತಾನಾಗಿಯೆ

→ ರಾಮಪ್ಪನು ಕೆಲಸಮಾಡುವ ಬಂದು ಕೃಷ್ಣಪ್ಪನಿಗೆ ನನ್ನ ಸಾವಿರ ಕೊಡು ಎಂದನು.

ಸಲಹೆ → ಕೃಷ್ಣಪ್ಪ ನಾನು 10 ಸಾವಿರವನ್ನು ಒಂದು ಬಿಟ್ಟಿದೆ ನನ್ನನ್ನು ನಾಲ್ಕು ಬಿಟ್ಟು ಇಷ್ಟು ತಾನಾಗಿಯೆ ನಾನು ಸಾವಿರವನ್ನು ಕೊಡಬೇಕಾಗಿದೆ ಎಂದನು.

* ~~ನಿರ್ಣಯ~~ ಹೊಣೆಗಾರಿಕೆ

→ ಕೃಷ್ಣಪ್ಪ ರಾಮಪ್ಪನ ಮತ್ತು ಕೃಷ್ಣಪ್ಪನ ನಡುವೆ ನಡೆದಂತಹ ಗೊಂದಲಗಳಿಂದ ಇಷ್ಟರ ಒಳಗೆ ಸಂವಾದ ಮಾಡಿಕೊಳ್ಳಲು

ನಿರ್ಣಯ

→ ಒಳ್ಳೆ ಸಂವಾದ ಮಾಡಿದಂತೆ ಪ್ರಕಾರ ಕೃಷ್ಣಪ್ಪನು ರಾಮಪ್ಪನ 10 ಸಾವಿರ ಕೊಟ್ಟಿರುತ್ತಾನೆಂದು. ಕೃಷ್ಣಪ್ಪನು ರಾಮಪ್ಪನಿಗೆ 10 ಸಾವಿರ ಮರಳಿಸಬೇಕೆಂದು ನಿರ್ಣಯ ಮಾಡುವುದು ಇವತ್ತೆ ಇಷ್ಟರ ಒಳಗೆ ಕೊಟ್ಟೆಯಾಗಿ

→ ಕೃಷ್ಣಪ್ಪನಿಗೆ ಒಂದು ಅವಕಾಶ ಮತ್ತು ಮಾತ್ರ ಬಡ್ಡಿಯನ್ನು ಕೊಡಲು ಸಾಧ್ಯವಿದೆ.

+ ಕ್ರಿ ಪೂ ಎರಡನೆಯ ಶತಮಾನ ಕಾಲದ್ದು

ಶಾಸನ - 2 ಕೃಷ್ಣಪ್ಪ
ಶಾಸ್ತ್ರ - 2 ರಾಮಪ್ಪ

4th Sem

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Reg No: 10920111040

Mediation

19-9-2022

Problem No: 4

* ರಾಧಾ ಮತ್ತು ಮುರಳಿಯ ಮಧ್ಯೆ ಆಸ್ತಿಯ ಹಂಚಿಕೆಗೆ ಒಪ್ಪಿಗೆಯಾಗಿದೆ
* ಮಾಡಿಬೇಕಾದ ಕಾರ್ಯ :- ಮುರಳಿ ಮತ್ತು ರಾಧಾ ನಡುವೆ
→ ಮುರಳಿಯು ರಾಧಾಳಿಗೆ ಆಸ್ತಿಯಲ್ಲಿಯ ತಮ್ಮ ಪಾಲು ಮಾಡಿದ್ದಾನೆ
→ ಮುರಳಿಯು ~~ರಾಧಾಳಿ~~ ರಾಧಾಳ ಹೂಟ ಒಪ್ಪಿಗೆಯನ್ನು ಕೇಳಿದ್ದಾನೆ

* ಮೀಡಿಯೇಶನ್ ಕಾರ್ಯ : [ರಾಧಾ]
→ ~~ರಾಧಾಳು~~ ಮುರಳಿಯು ಹೆಂಡತಿ ಮತ್ತು ರಾಧಾಳ ನಡುವೆ
→ ಕೆ ತಮ್ಮ ಪಾಲಿನ ಆಸ್ತಿಯ ಬಾಗವನ್ನು ಮೇರು ನಿರ್ಧಾರ
→ ಮುಖ್ಯವಿಷಯಗಳನ್ನು ಮುಂದಿಟ್ಟು ಚರ್ಚೆ
→ ರಾಧಾಳ ಹೆಸರಿಗೆ ಆಸ್ತಿಯಲ್ಲಿಯ ತಮಗೆ ಬಂದ ಹಕ್ಕನ್ನು ಬಿಟ್ಟುಕೊಡುವುದು
→ ಮುರಳಿಯು ಕೆ ರಾಧಾಳ ಹೂಟ ಹಂಚಿಕೆಗೆ ಮಾಡಿಕೊಳ್ಳಲು ಒಪ್ಪಿಗೆ
→

* ಮುಕ್ತಾಯಗೊಳಿಸುವ ವಿಧಾನ
→ ಮುನ್ಸಿಫ್‌ಗಾರನು ಮುರಳಿ ಮತ್ತು ರಾಧಾಳಿಗೆ ಹಂಚಿಕೆಗೆ ಅಂದಂತೆ ಇದು ಒಟ್ಟಿಗೆ 6 ತಿಂಗಳ ಕಾಲಾವಕಾಶವನ್ನು ಮುನ್ಸಿಫ್‌ಗಾರರು ವಿಧಾನ ಮಾಡುವುದಕ್ಕೆ. ಮತ್ತು ಒಂದೇ ಒಪ್ಪಂದಕ್ಕೆ ಎನೆಯವರು ಮತ್ತು ಮುಖ್ಯಗಳು ~~ಇದ್ದರೆ ನಡುವೆ~~ ಬಂದರೆ ಒಪ್ಪಿಗೆಗೆ ~~ಅಭಿಪ್ರಾಯ~~

ಅರ್ಜಿದಾರ 1
ಅರ್ಜಿದಾರ 2 : Radha
ಮಧ್ಯಸ್ಥಿಕೆಗಾರರು :

Reg No:- 10920111041
class :- IV th sem.
Sub:- ADR.

Date.....

Problem No. 1

Arbitration Agrement

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

Between

Mr. shashi. Age - 21 year occption - Actor
R/o XYZ place.

and

parody Private Ltd, registed under Company Act & situated Head office at Hubli.

The bothe the parties to agreemaht hame after cassed 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 belong's to parody Company.

3. To the same, Company already has paid the consideration of Amount ₹ 5,00,000 to the Actor Mr. shashi.

Date.....

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 statues 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 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 consition in the clause that moving to arbitrator, the try to solve the dispute among them selves.

Date.....

Reg No:- 1092011041
Class :- IV th sem.
Sub :- ADR.

5. The parties made condition that the sole arbitrator will be Mr. X.Y.Z who is retired Judge of the Karnataka High court

6. There will be 3 arbitrators.

Arbiration procedress.

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

7/10

DATE

Reg No:- 1092011041
Class :- II year IV sem.
Sub :- ADR.

ಹಾಯಾನ ಕಂಪನಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ 2 ಪ್ರಶ್ನೆಗಳಿಗೆ ಉತ್ತರ, ಅವರ ಅಭಿಪ್ರಾಯ ಬರೆದಿದೆ:-

1) ಎಸ್ಟೇಟಾದ ಕಿಚೋಲಿಸ್ಟಿ ಪ್ರೈ. ಲಿ. Ltd ಎನ್ನುವಂತೆ ಕೇಸಿನಲ್ಲಿ ಎತ್ತಿದಂತೆ ಹಣಕಾಸಿನ ಹಿಂದಿರುಗುವಿಕೆಗಾಗಿ ಒಂದು ಕ್ರಮವನ್ನು ಸ್ಥಾಪಿಸುವಂತೆ, ಬಾಕಿಯಾಗುವುದು - ಎತ್ತುವುದು.

2) 1923 ರ ಪ್ರಕಾರದಲ್ಲಿ ಹಣದ ಪ್ರಾಧಾನ್ಯತೆಯನ್ನು ಸೂಚಿಸಿದರು.

3) 12 ಲಕ್ಷ ಮೊತ್ತದ ಒಂದು ಕೇಸ್ ಪ್ರಾಧಾನ್ಯತೆಯನ್ನು ಎಸ್ಟೇಟಾದ ಕಿಚೋಲಿಸ್ಟಿ ಪ್ರೈ. ಲಿ Ltd ಅವರ ಕಂಪೆನಿಯ ಒಂದಾಗುವ ಅವಕಾಶವಿದೆ.

ಪ್ರತಿನಿಧಿಯ ಅಭಿಪ್ರಾಯಗಳು:-

i) ಉದ್ಯೋಗದ ಸಂಬಂಧದಲ್ಲಿ /ಉದ್ಯೋಗಿಯ ಹಿತ್ರ ಸಂಪರ್ಕಿಸಿ.

ii) ಕಾಲಿಗೆ ಕಡಿ ಕಡಿದಿ ಒಬ್ಬನ ಎದುರು, ಅದು ಸಂತೆ ಹೊರಗಡೆ ಹೋಗಬಹುದೆ ಬೇಕೆ ಕೆಡೆ ಸಂಪರ್ಕಿಸಬೇಕೆ ಎದುರು ಕೇಳುವ ಸಂದರ್ಭದ ಮಾತು.

iii) ಸಾಕ್ಷಿ ಕಾನೂನು ಉಪಕ್ರಮಗಳು ಪ್ರಾಧಿಕಾರಿಗೆ ಪ್ರಾಧಾನ್ಯತೆ ಕೇಳಿದ್ದು ಇದರ ಪ್ರಯೋಜನಗಳಾಗಿ ಎಚ್ಚರಿಸಿದೆ.

iv) ಹಣದ ಎಚ್ಚರಿಕೆಯಿಂದ ಅಭ್ಯರ್ಥಿಸಲಾಗಿದೆ.

ಪ್ರತಿವಾದಿ

ಶ್ರೀ ಎಸ್. ಕೆ. ಕುಲಕರ್ಣಿ
ಎಂ.ಎ.

ಶ್ರೀ M/s ಎಸ್.ಕೆ.ಗ್ರೂಪ್
ಪ್ರೊಪ್ರೈಟರ್ಸ್,
ಬೆಳಗಾವಿ.

ಈ ಪ್ರಕರಣದಲ್ಲಿ ಫಿರ್ಯಾದಿದಾರರು ಸಂಬಂಧಪಟ್ಟಂತೆ ಇಲ್ಲಿ ಯಾವುದೇ ತಗಾದೆಯನ್ನು ಕಾಲಮಿತಿಯಲ್ಲಿ ಎತ್ತಿರುವುದಿಲ್ಲವಾದ್ದರಿಂದ ಇಲ್ಲಿನ ತಗಾದೆ ಮತ್ತು ಕೇಸಿನ ಕಾಲಮಿತಿ ಈ ಕಂಪೆನಿಯ ಹಿತದೃಷ್ಟಿಯಿಂದ ಇದೆ ತಗಾದೆ. ಇಲ್ಲಿ ಯಾವುದೇ ಲೀಕಿಯಾದ ಅಭಿಪ್ರಾಯವನ್ನು ಮಾಡಲಾಗುವುದಿಲ್ಲ ಎಂದು ಇದು ಕಡ್ಡಿತ ಒಂದಾದರೆ ಎಂಗಾಗಿರುವ ತಗಾದೆ ಅಭಿಪ್ರಾಯವನ್ನು ಮಾಡಲಾಗುವುದು. ಈ ಪ್ರಕಾರದಲ್ಲಿ ಈ ಪ್ರಕರಣದಲ್ಲಿ ಯಾವುದೇ ಲೀಕಿಯಾದ ಅಭಿಪ್ರಾಯವನ್ನು ಕೊಡಲಾಗುವುದಿಲ್ಲ ಕಾಕಿಯಾಗಿರುವ ಮಾಡಲಾಗುವುದು ಎಂದು ಕೊಟ್ಟು ಕೊಡುವಂತೆ ಸಿದಾಯದ ಲಿಖಿತ ಕಾಲಾವಧಿಯಲ್ಲಿ ಮಾಡಲಾಗುವುದಿಲ್ಲ ಎನ್ನುವುದು ~~ಮತ್ತು~~ ಮತ್ತು ಕೊಟ್ಟಿದೆಯೆ ಎಂದಾಗಿದೆ.

ಫಿರ್ಯಾದಿದಾರರ ಸಹಿ

ಸ್ಥಳ:- ಬೆಳಗಾವಿ.
ದಿನಾಂಕ:- 27/08/22

ಫಿರ್ಯಾದಿದಾರರ ಪರ ವಕೀಲರ ಸಹಿ

7/10

DATE

NAME:- Manohara.

Roll NO:- 1092011041

Class :- IV

Sub:- ADR

NEGOTIATION

Matter:-

i) Ramappa lender his 10 cows to Krishnappa.

ii) krishnappa Solamanny recive 10 cows from Ramappa to look after cow till the returne from pilgrimage.

iii) krishnappa Saved 10 cow's from fire accident.

iv) krishnappa denise to return 10 cows to ramappa as he saved them from accident.

Goals of Ramappa.

i) To recive back all the 10 cows from krishannappa.

Goal's of krishnappa:-

To keep all the 10 cow's with himself as he saved them from fire accident.

clouseire and implimentation:-

with the mutual under standing and Cognitive Approch ~~the~~ both the party's has Solmanly Agreed for the below fact or decision withe effective from today.

i) Ramappa will recive his 7 cows ~~tow~~ From krishanappa.

ii) krishnappa retains 3 cow's as directed by Ramappa After negotiation in from compancation from Ramappa for claming his 10 cow's and losing his shead.

Ramappa

Krishnappa

5/10

DATE

Roll No:- 10920111041
Class :- IV th.
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.) plantiff stance according to problem statement
i) Radha is a wife of Murali.
ii) Radha is been harased by Murali on the basses of dowry.
iii) Radha demands for Justice.

B.) Defendant stance: according to problem statment.
i) Murali is a husband of Radha
ii) Murali ~~has~~ been arrested ~~on~~ bassed on charges
iii) Murali want's to compermise with Radha

~~Reading~~
Reaching a settlement:-

ON BEHALF OF Radha.
I have the authority to bind the company.

(Radha)

ON behalF of Murali
I have the authority to bind the company.

(Murali)

Mediator

Member.

Reg NO :- 10920111042

7/10

page (24)

K.L.E.S. Dr. G. S. PATIL LAW COLLEGE DHARWAD

27/08/2022

Conciliation Agreement

Party A (Abhijit Gupta and wife)

party B (Mysore kirlosker pvt. ltd).

1st Party contention.

Abhijit wife meena filed petion against Party B. for claiming amount for 12 lakh ~~compensation~~ compensation under Employee's Compesation 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. U/S 10.
- more over no legal heirs joined with her.
- during the course of Employment he was fine Enough.
- and death is cardic arrest was happen outside the premise & after the work hour.

Conclusion.

Concilator 1

concilator 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 courtosy)

Date.....

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)

Reg no:- 10920111042

8/10

Date 27/10/2022

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 here in.

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

1. Arbitrator:- The parties have appointed "XYZ as aribtror" (here in 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 with in the time

ii) He should act according to the needs of the parties and matters.

iii) He should be nuteral, and bias and give favorable, (true order).

Date.....

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 issue 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.

Speiman 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, differents 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. ~~parody~~ ABC 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

DATE

arbitrators shall be binding on both the parties

3. A reasonable time - may be fixed after consulting the Arbitrators for the grant of the award by them & Umpire if appointed & the said time may be extended in consultation with the arbitrators 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 affix their signature to this agreement this 27/08/2022 at Dharwad

Signature I
Sashi

Signature II
Parody

1st party Shashi @ age 40

2nd party parody @ 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 retirment he want his house back 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.

1) 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.
if, he found other house it is ok (fair) Otherwise. he should continue with the agreement.

Reg no:- 10920111042.

6/10

DATE

Mediation.

① Mediation Agreement between Neeraj kaur and nitin.

② Two parties
i) Neeraj & Nitin.
ii) Rakesh & Goutam.

③ Mediator : X Y Z

---

* First party contention :- Between Neeraj & Neetin it is a valid gift. Nitin says it is ~~of~~ full filled all the condition of a valid gift, only the ~~reing~~ 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~~ ~~the~~ has the right over the property, & more over that property has not yet registered till now, according to 123 of the T.P Act.. Writtna gift without registered is invalid. and is bad in law. & cannot pass any title to the donee, Documents should be stamped & registered as required. mere delivery of possession without a written instrument cannot confer title.

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

8/10

Date.....

Roll No: 10920111046

K.E.S. Dr. G. M. PATIL LAW COLLEGE DHARWAD

Nagraj

Arbitration Contract

The arbitration agreement is made on 27th of Aug 2022 between

Arun, (first party) residing at 12/3 Saptapur Dharawad and

Mk. Emigo Packers Prt. 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

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

WHERE AS, 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 prt ltd: agreed to supply packing material like tetra 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 to which is the first party of the agreement

Date.....

to M/s Emigo Packers Pvt Ltd which manufactures Packing material like tetra papers 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 from 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 manufacturers 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 Dharwad

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

(6) In case of any change in the arbitration clause, the remainder of clause stands valid

(7) Miscellaneous: Original contract remain unchanged and in full force

(8) Voluntary agreement: Both party acknowledge that the entire agreement, is read and understood self or with private legal counsel if needed before entering

(first Party) 28/08/22 Arun

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

8/10

DATE

Roll No: 10920110046
Sub: ADR, 4th Sem

Conciliation

First party contention:

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

Mr Arvind is the second party.

Mr Sangeeta is ~~[illegible]~~ 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 an testimoney 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 humanly possible way contigent 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 contention 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 investment to some extent
4. Sangeeta being the professional singer should be ensuring my gap in the profit, even though I understand reason.

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 pro-rated amount of Rs 1,00,000 to the time of days not performed

2. Considering Sangeeta performed those days before falling sick, Sangeeta to return 50000 Rs to Mr Arvind

3. As a professional singer Mr Sangeeta could compensate 10% of the advance received to pay towards losses incurred to Mr Aravind, willfully as a profession ethics under circumstances.

DATE 19 09 22

8/10

Reg No: 109201111046
Sub: ADR
Signature: Nagej

Negotiation

Simulation Exercise 1:

1) Facts of the case: Bargar, the director missed reaching Delhi due to technical issues of Kingfisher airline.

2) First party: Bargar
- Bargar is the director of pharma
- Bargar was scheduled to be part of drugs ~~pro~~ manufacturing allotment project
- Bargar 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 Bargara.

4) Agenda:
Is to communicate directly with Kingfisher representatives for negotiation.

5) Information presented by Bargar supporting his claims
- His company has name

- this 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 claims.

- flight delay is due to technical glitch which is outside of its control ~~and~~ ~~bass~~.
- Ticket sold has a disclaimer of not being responsible for technical glitch
- Bargav pharma 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 : [signature]

Bargav : [signature]

6/10

DATE 19 09 22

Roll No 1092011046
Sub: ADR
Signature: Negi

Simulation 4 ~~Negotiation~~ Mediation:

(1) Facts of the case: Radha has allegations against Murali, her husband in regards to the dowry harrassment.

(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-

(6) Mediator feel that there is an opportunity for co-existance, leaving behind this incident as one off. further more mediator is of the opinion that providing six months for co-existance will result in ~~over~~ amicable settlement leading to HAPPY-LIFE

Party 1 :
Party 2 : Radhe
Mediator : [illegible]

ARBITRATION.
3 year LLB IV Sem
Reg NO - 1092011104S
NINGAPPA BANDI

Problem No - 1

ಪ್ರಶ್ನೆ :- Mr. Shashi is a noted theatre actor. He has entered in to a contract with parody private limited, a theatre company to act at Gubbi verama theatre for one year. In consideration of Rs - 5,00,000/- which paid to him in advance

ಪ್ರಶ್ನೆಗೆ ಉತ್ತರ ನ್ಯಾಯಾಲಯ

ಪ್ರಕರಣ - mr Shashi v/s parody private limited, a theatre company to act.

First Part - I - ಶಶಿ ಎಷ್ಟು ಕಲಾವಿದ ಎಂದು ತಿಳಿಯಬೇಕು. ಶಶಿ ಕಂಪನಿಯನ್ನು ಕಲಾವಿದ ಇರುತ್ತಿದೆ ಎಂದೆ. ಕಂಪನಿಯು ಕಲಿಯನ್ನು/ಬಾಡಿಗೆಯದಲ್ಲಿ ಒಂದು ಒಪ್ಪಂದ ಮಾಡಿದ 5,00,000 ರೂಪಾಯಿ ಕೊಟ್ಟಿದ್ದರೆ ಒಂದು ಒಪ್ಪಂದ ಬಾಡಿಗೆಕೊಟ್ಟಿದೆ ಭಾರತೀಯ ಒಪ್ಪಂದ ಕಾಯಿದೆಯ 1872ರ ಪ್ರಕಾರ ಒಂದು ಒಪ್ಪಂದ ಬಾಡಿಗೆಕೊಟ್ಟಿರುತ್ತದೆ. ಇಂದು ಎಷ್ಟರ ಕೆಲಸವನ್ನು ಮಾಡಿರುತ್ತದೆ. ಒಪ್ಪಂದ ಬಾಡಿಗೆಗೆ ವಿಸ್ತಾರದಿಂದ ಒಂದು ಎಷ್ಟರ ಎಷ್ಟೇ ಶಶಿ ಮಾಡಿದರೆ ವೇತನ ಕೊಟ್ಟಿರುತ್ತಾರೆ ಇಲ್ಲಿ ಕಲಾವಿದ Parody private limited a theatre Company ಒಪ್ಪಂದ ಮಾಡಿದ ಕಲಾವಿದ ನಾನು ಕಲಾವಿದನಾಗಿದ್ದೆ ಬಾಡಿಗೆಯಲ್ಲಿ

ವಿಷಯಗಳು ಎನ್ನಾಗಿ :-

parody private limited a theatre company ಯವರು ಶಶಿ ಅವರು ಬಾಡಿಗೆಗೆ ಒಪ್ಪಂದ ಮಾಡಿ / ಕೆಲಸವನ್ನು ಬಾಡಿಯಂತೆ ಕೊಟ್ಟಿದ್ದರೆ ವಿಸ್ತಾರದಿಂದ ಒಂದು ವರ್ಷದ ಕೆಲಸದ ಅವಧಿಯನ್ನು ನಿರ್ಧರಿಸಲಾಗಿದೆ ನಂತರ ಕಂಪನಿಯವರು 5,00,000 ರೂಪಾಯಿಯನ್ನು ಶಶಿಗೆ ಮೊದಲೇ ಇಲ್ಲಿ ಎಂದರೆ ಕೊಟ್ಟಿ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ಪ್ರಕರಣವನ್ನು ದಾಖಲು ಮಾಡಬಹುದು.

Date.....

* **ವಾಧಿ :-** ನಕಿ ಲಿಂಬೆಕಾಯಿ ಅನ್ನ ಕಾರಣ ಪ್ರಕಾರ ತನ್ನ ಮೇಲೆ ದಾವೆ ಹೂಡುವುದನ್ನು ಲಿಂಬೆಕಾಯಿ ಕಂಪನಿ ಮೇಲೆ ಮಾಡಿದ್ದು ಕಂಪನಿ ಮೇಲೆ ಒಂದು ಮಾಡಿದ್ದಕ್ಕೆ 5,00,000 ರೂಪಾಯಿ ಕೊಡುವಂತೆ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ತನ್ನ ಪ್ರಕರಣವನ್ನು ದಾಖಲಿಸಿದ್ದಾರೆ. ಇದನ್ನು ನ್ಯಾಯಾಲಯವು, ಕಂಪನಿಗೆ ಒಂದು ನೋಟಿಸ್ ನೀಡುತ್ತದೆ. ಕಂಪನಿಯು ಮೂಲದಲ್ಲಿ ನ್ಯಾಯಾಲಯದ ನೋಟಿಸನ್ನು ಅಂಗೀಕರಿಸಿದೆ ಇಥವಾ ಪ್ರತಿಕ್ರಿಯೆಯನ್ನು ನೀಡಿದೆ.

* **ಪ್ರತಿವಾದಿ :-**

ಕಂಪನಿಯು ಮೂಲದಲ್ಲಿ ತನ್ನ ಒಂದು ಪ್ರಕಾರ ನಕಿ ಲಿಂಬೆಕಾಯಿ ಕೆಡದಂತೆ ನೋಡಿಕೊಳ್ಳಲಿಲ್ಲ ಎಂದು ನೋಟಿಸ್ ನೊಂದಿಗೆ ಅಂಗೀಕರಿಸಿ ನೀಡುವ ಮೂಲಕ ನಕಿ ಲಿಂಬೆಕಾಯಿ ನ್ಯಾಯಾಲಯದಲ್ಲಿ ದಾವೆ ಹೂಡಲಾಗಿದೆ.

* **ಮುಕ್ತ ಮಾರುಕಟ್ಟೆಗಾಗಿ ಮತ್ತು ಸಂಸ್ಥಾನ ಅಧಿನಿಯಮ 1996 ಪ್ರಕಾರ ನ್ಯಾಯಾಲಯವು ಇರುವ ಪ್ರಕರಣವನ್ನು ಈ ಅಧಿನಿಯಮ ಮೂಲಕ ಅಕ್ರಮಗಳನ್ನು ಕಡಿಮೆ ಮಾಡಲು ಒಂದು ಸಂಸ್ಥಾನಗಳಿಂದ ಮತ್ತು ಮೂಲ ಮೂಲ ಕಂಪನಿ ಮೂಲಮಾಡಿದ ನಕ್ಷೆ ಪ್ರಕಾರ ಕಂಪನಿ ಕೆಲಸ ನಕಿ ಲಿಂಬೆ ಸಂಸ್ಥಾನದಿಂದ ಭಾರತದ ಕಾರ್ಯ ಅಧಿನಿಯಮ 1882 ಪ್ರಕಾರ ಮಾನ್ಯತೆ ಪಡೆದಿದೆ ಮತ್ತು ನ್ಯಾಯಾಲಯದ ಮೂಲಕ ನಕಿ ಲಿಂಬೆಕಾಯಿ ಕಂಪನಿಗೆ ಒಂದು ಕೋರ್ಟ್ ನೋಟಿಸ್ ಪ್ರಕಾರ 5,00,000 ರೂಪಾಯಿಯನ್ನು ಕೊಡಿಸಿ ಕೇಳಿದ್ದಕ್ಕೆ ಸಮರ್ಥನೆಯಾಗಿದೆ ಎಂದು ತಿಳಿಯಬಹುದು.**

* **ಅಭಿಯೋಜನೆ :-**

ಭಾರತದ ಕಾರ್ಯ ಅಧಿನಿಯಮ 1882 ರ ಪ್ರಕಾರ ಒಬ್ಬರಿಂದ ಮೂಲ ಮುಕ್ತಾಗಿಗಾಗಿ ಮತ್ತು ಸಂಸ್ಥಾನ ಅಧಿನಿಯಮ 1996 ಪ್ರಕಾರ ನಕಿ ಲಿಂಬೆ ಕಂಪನಿ ಮೂಲಮಾಡಿದ್ದಕ್ಕೆ 5,00,000 ರೂಪಾಯಿಯನ್ನು ನೀಡುವಂತೆ ಅಂತಿಮ ತೀರ್ಪನ್ನು ನೀಡಲಾಗಿದೆ.

ಕಂಪನಿಯು ಮೂಲದಲ್ಲಿ ಅತಿಕ್ರಮಣ ಮಾಡಿ ನಕಿ ಮಾದ ಲಿಂಬೆಕಾಯಿಯನ್ನು ಕೆಟ್ಟಾಗುವಂತೆ ಮಾಡಿದ್ದಕ್ಕೆ ಕಂಪನಿ ಅಂತಿಮವಾಗಿ ಮುಕ್ತಾಗಿಗಾಗಿ ನಕಿ ಲಿಂಬೆಕಾಯಿ ಕಂಪನಿ ಮೂಲಮಾಡಿದ್ದಕ್ಕೆ 5,00,000 ರೂಪಾಯಿ ಕೊಡಲಾಗುತ್ತದೆ.

7/10

CONCILIATION

DATE

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

Case law - Abhijit Gupta M/s Mysore Kirloskar vehemently opposes the claim on the following grounds

1. The death of the employee has not occurred during/under the course of employment.
2. The causes of death is cardiac 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.

* ಲಾಸ್ :-

ಅರ್ಜಿದಾರ ಗಂಡನಾದ ಮೃತ ವ್ಯಕ್ತಿಯ ತಂದೆಯವರ ಕುಟುಂಬ ಅವಲಂಬಿತರು ಕೆಲಸದ ಸಮಯದಲ್ಲಿ ಕೆಲಸ ಮಾಡುವಾಗ ಮೃತಪಟ್ಟಿದ್ದಕ್ಕೆ ಕೆಲಸ ಮಾಡುವ ಸ್ಥಳದಲ್ಲಿ ಅಥವಾ ಕೆಲಸ ಮಾಡುವ ಸ್ಥಳದ ಹೊರಗಡೆ ಕೆಲಸ ಮಾಡುವಾಗ ಅಥವಾ ಕೆಲಸ ಮುಗಿದ ನಂತರ ಕೆಲಸ ಮಾಡುವ ಸ್ಥಳದಲ್ಲಿ ಅಥವಾ ಕೆಲಸ ಮಾಡುವ ಸ್ಥಳದ ಹೊರಗಡೆ ಮೃತಪಟ್ಟಿದ್ದಕ್ಕೆ ಕುಟುಂಬದವರು ಅರ್ಜಿದಾರರು ಅವರ ಸ್ಥಳದಲ್ಲಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ್ದಾರೆ.

* ಪ್ರತಿವಾದಿ ಪರ ವಾದ :- ಅರ್ಜಿದಾರ ಗಂಡನಾದ ಮೃತ ವ್ಯಕ್ತಿಯ ತಂದೆಯವರು ಅವಲಂಬಿತರಿದ್ದರೆ ಕೆಲಸದ ಸಮಯ ಮೃತಪಟ್ಟಿದ್ದಕ್ಕೆ ಪರಿಹಾರವನ್ನು ಕೊಡಬೇಕು ಅಂತ ಅರ್ಜಿದಾರರು ಗಂಡನಾದ ಮೃತ ವ್ಯಕ್ತಿಯ ಕುಟುಂಬದವರು ಸ್ಥಳದಲ್ಲಿ ಕೆಲಸ ಮಾಡುವಾಗ ಮೃತಪಟ್ಟಿದ್ದಕ್ಕೆ ತಂದೆಯವರು ಅವಲಂಬಿತರು ಅಂತ ಹೇಳಿದ್ದರೆ ಅವರು ಸ್ಥಳದಲ್ಲಿ ಕೆಲಸ ಮಾಡುವಾಗ ಮೃತಪಟ್ಟಿದ್ದಕ್ಕೆ ಪರಿಹಾರ ಕೊಡಬೇಕು ಅಂತ ಹೇಳಿದ್ದಾರೆ

* **ಸಂಸ್ಥಾನಗಳು :-**

ಕೈಗಾರಿಕೆ ಸುರಕ್ಷಾ ಕಾಯಿದೆ ಪ್ರಕಾರ ಕಂಪನಿಯ ಒಳಗೆ ಸಂಸ್ಥಾನಗಳನ್ನು ಹೊಂದಿದ ಸಾಮರ್ಥ್ಯದ ಕೆಲಸಗಾರರು ಮತ್ತು ಮೇಲ್ವಿಚಾರಕರ ಪರಿಹಾರ ಮತ್ತು ಕಲ್ಯಾಣ ಚಟುವಟಿಕೆಗಳನ್ನು ಮತ್ತು ಕಾರ್ಮಿಕರ ಪರಿಹಾರ ಕಾಯಿದೆ 1923 ಮತ್ತು ಕೈಗಾರಿಕಾ ಉದ್ಯೋಗ ಕಂಪನಿಯ ಕೈಗಾರಿಕೆಗಳ ನಿಯಮ ಕಂಪನಿ ಮೇಲ್ವಿಚಾರಕರ ಸಂಸ್ಥಾನಗಳು ಒಂದು ಚಟುವಟಿಕೆಯ ಕೆಲಸಗಾರರ ಲಾಭಕ್ಕಾಗಿ

* **ಸಂಸ್ಥಾನಗಳ ಕೆಲಸದ ಅವಧಿ :-**

ಯಾವುದೇ ಕಂಪನಿ ಮೇಲ್ವಿಚಾರಕ ಮತ್ತು ಕೆಲಸಗಾರರ ಕೆಲಸದ ಅವಧಿಯು 12 ಗಂಟೆಗಳು ಮೀರಬಾರದು ಕೈಗಾರಿಕೆ ಸುರಕ್ಷಾ ಕಾಯಿದೆ ಪ್ರಕಾರ ಕಂಪನಿಗಳು ನಿಯಮ ಪ್ರಕಾರ ಕಾರ್ಮಿಕರ ಸಂಖ್ಯೆಯನ್ನು ಸಂಸ್ಥಾನಗಳ ಕೆಲಸದ ಅವಧಿಯನ್ನು ನಿಗದಿಪಡಿಸಬೇಕು

* **ಸಂಸ್ಥಾನಗಳಲ್ಲಿ ಕೆಲಸದ ಪ್ರಕ್ರಿಯೆಯ ಅವಧಿ :-**

ಪ್ರತಿಯೊಂದು ಸಂಸ್ಥಾನಗಳು ಕೆಲಸ ಮಾಡುವುದಕ್ಕೆ ಮೊದಲು ಕೆಲಸಗಾರರು ಮತ್ತು ಮೇಲ್ವಿಚಾರಕರು ಸಂಸ್ಥಾನಗಳ ಒಳಗೆ ಕೆಲಸ ಮಾಡುವ ಅವಧಿಯನ್ನು 12 ಗಂಟೆ ಮೀರಬಾರದು ಕೆಲಸಗಾರರು ಸಂಸ್ಥಾನಗಳನ್ನು ಬಳಸಬೇಕು

First Peak
1)
2)

Second peak
1)
2)

Conciliators
1)
2)

7/10

Reg No- 1092011048
Name - N.G. Bandi
Class - LLB IV Sem
Sub - ADR

Negotiation

Problem-No-03.

First Party - Ramappa

Second party - Krishnappa

Negotiation - X.Y.Z.

* ಪ್ರಕರಣ ಎಲ್ಲಾದರೆ :- ಅಣ್ಣತಮ್ಮಂದಿರಾದ ರಾಮಪ್ಪ ಮತ್ತು ಕೃಷ್ಣಪ್ಪ ಎಂಬವರ ನಡುವೆ ಒಂದು ಎಕರೆ 10 ಗುಂಟೆ ಜಮೀನಿನ ಹಂಚಿಕೆಯ ವಿಷಯದಲ್ಲಿ ಜಗಳ ನಡೆದಿದೆ. ಅಣ್ಣತಮ್ಮಂದಿರಾದ ರಾಮಪ್ಪ ಮತ್ತು ಕೃಷ್ಣಪ್ಪ ಹಂಚಿಕೆಯಲ್ಲಿ ತಮ್ಮದೇ ಆದ ಒಂದು ಎಕರೆ 10 ಗುಂಟೆ ಜಮೀನು ಬರಬೇಕೆಂದು ಕೇಳಿದ್ದರು. ಆದರೆ ಒಂದು ಎಕರೆ 10 ಗುಂಟೆ ಜಮೀನನ್ನು ಹಂಚಿಕೆ ಮಾಡುವುದು ಕಷ್ಟವಾದ್ದರಿಂದ ಅಣ್ಣತಮ್ಮಂದಿರಾದ ರಾಮಪ್ಪ ಮತ್ತು ಕೃಷ್ಣಪ್ಪ ಎಂಬವರು ತಮ್ಮ ಮನೆಯ ಹಿರಿಯರಾದ ಶ್ರೀ X.Y.Z. ಎಂಬವರ ಬಳಿ ಹೋಗಿ 10 ಗುಂಟೆ ನನಗೆ ಬರಬೇಕು ಎಂದು ಕೇಳಿಕೊಳ್ಳುವುದು.

* ಉದ್ದೇಶ :- ರಾಮಪ್ಪ ಮತ್ತು ಕೃಷ್ಣಪ್ಪ ಇವರ ನಡುವೆ ಇರುವ 10 ಗುಂಟೆ ಜಮೀನನ್ನು ಹಂಚಿಕೆ ಮಾಡಿ ಸಮಸ್ಯೆಯನ್ನು ಬಗೆಹರಿಸುವುದು ಮತ್ತು ಸಂಬಂಧಗಳನ್ನು ಕಾಪಾಡುವುದು.

* ಪ್ರಕ್ರಿಯೆ :- ಅಣ್ಣತಮ್ಮಂದಿರಾದ ರಾಮಪ್ಪ ಮತ್ತು ಕೃಷ್ಣಪ್ಪ ಇವರಿಗೆ ಸಂಬಂಧಪಟ್ಟ ಜಮೀನನ್ನು ಹಂಚಿಕೆ ಮಾಡುವ ವಿಷಯದಲ್ಲಿ ಜಗಳ ನಡೆದಿದೆ. ಆದ್ದರಿಂದ ಅಣ್ಣತಮ್ಮಂದಿರಾದ ರಾಮಪ್ಪ ಮತ್ತು ಕೃಷ್ಣಪ್ಪ ಇವರು ಮನೆಯ ಹಿರಿಯರಾದ ಶ್ರೀ X.Y.Z. ಎಂಬವರ ಬಳಿ ಹೋಗಿ 10 ಗುಂಟೆ ಜಮೀನನ್ನು ಹಂಚಿಕೆ ಮಾಡಿ ಸಮಸ್ಯೆಯನ್ನು ಬಗೆಹರಿಸುವುದು.

* [illegible]

[illegible]

(1) [illegible] 10 [illegible] [illegible] 10 [illegible] 4 [illegible] [illegible]

(2) 6 [illegible] [illegible] [illegible]

(3) [illegible] [illegible] [illegible]

(4)

First Party

(1)

(2)

Second Party

(1)

(2)

8/10

DATE 19/09/22

Reg No - 1092011048
Name - N G. Bandi
Class - LLB IV sem
Sub - ADR

Mediation

First party - Krishna

Second party - Rukmini

Mediator - X.Y.Z.

* ವಾದಿ :- ಶ್ರೀಕೃಷ್ಣ ಅಥವಾ ವಾದಿಗಾರರು
* ಪ್ರತಿವಾದಿ :- ರುಕ್ಮಿಣಿ ಪ್ರತಿವಾದಿಗಾರರು
* ಮಧ್ಯಸ್ಥಿಕೆದಾರರು :- X.Y.Z. ಮಧ್ಯಸ್ಥಿಕೆದಾರರು.

ಮಧ್ಯಸ್ಥಿಕೆ ಪ್ರಕರಣದ ವಿವರಣೆ :-

ಶ್ರೀಕೃಷ್ಣ ಮತ್ತು ರುಕ್ಮಿಣಿ ಶ್ರೀಕೃಷ್ಣ ಮತ್ತು ರುಕ್ಮಿಣಿ ಇವರ ವೈವಾಹಿಕ ಜೀವನದಲ್ಲಿ ಸಾಮರಸ್ಯ ಇರದೆ ಅವರು ಪರಸ್ಪರ ಕಿರುಕುಳ ನೀಡಿದ್ದರಿಂದ ಅವರ ಮಧ್ಯೆ ಮನಸ್ತಾಪ ಉಂಟಾಗಿ ಅವರು ಪರಸ್ಪರ ವಿಚ್ಛೇದನ ಪಡೆಯಲು ಇಚ್ಛಿಸಿದ್ದರು. ಆದ್ದರಿಂದ ಅವರ ಸಂಸಾರದಲ್ಲಿ ಸಾಮರಸ್ಯ ಮೂಡಿಸುವುದಕ್ಕಾಗಿ ಅವರ ಹಿತೈಷಿಗಳು ಅವರ ಮಧ್ಯೆ ಸಂಧಾನ ಮಾಡಿಸಲು ಮುಂದಾದರು. ಅವರು ಅವರ ಸಂಸಾರದ ಹಿತದೃಷ್ಟಿಯಿಂದ ಅವರ ಮಧ್ಯೆ ಸಂಧಾನ ಮಾಡಿಸಲು ಮುಂದಾದರು.

ಕೆಲವೊಂದು ದಿನಗಳ ನಂತರ ಶ್ರೀಕೃಷ್ಣ ಮತ್ತು ರುಕ್ಮಿಣಿ ಇವರಿಗೆ ಸಂಸಾರವಾದ ನಂತರ ರುಕ್ಮಿಣಿಯವರು ಶ್ರೀಕೃಷ್ಣನ ಮನೆಯಲ್ಲಿ ನಂತರ ರುಕ್ಮಿಣಿ ಎಂಬ ಹೆಸರು ಬದಲಾಯಿಸಿ ನಂತರ ರುಕ್ಮಿಣಿ ಎಂದು-ಎಂಬ ಹೆಸರಿಗೆ ಬದಲಿಸಿ ಗಂಡನ ಸಂಸಾರದ ಮಾಲೆಯನ್ನು ಕಟ್ಟಿಕೊಂಡರು ಹಾಗೂ ಸಂಸಾರದಲ್ಲಿ ರುಕ್ಮಿಣಿಯವರು ಮಾಲೆಯನ್ನು ಬಾಡಿಸಲಿ ಎಂಬುದಾಗಿ ಆಶಿಸಿದರು.

* **ಲಂಚ** : ಕೆಲಸಗಾರರಿಗೆ ಅಥವಾ ಲಂಚ ಕೊಟ್ಟವರಿಗೆ ನ್ಯಾಯಾಲಯದ ಅಥವಾ ಕಾನೂನು ಬದ್ಧವಾದ ಹಣವಲ್ಲದ ಹಣ ಕೊಡುವುದು

* **ಮಧ್ಯಸ್ಥಿಕೆ** :- ಇಬ್ಬರಿಗೆ ಸಂಬಂಧಿಸಿದ ಯಾವುದಾದರೂ ವಿವಾದವನ್ನು ಮಧ್ಯಸ್ಥಿಕೆದಾರನು ಅಥವಾ ಮಾಧ್ಯಸ್ಥಿಕೆದಾರರು ಬಗೆಹರಿಸುವುದು

* **ಮಧ್ಯಸ್ಥಿಕೆ ಪ್ರಯೋಜನ** :-

ಇದರಲ್ಲಿ ಸಂಬಂಧಿಸಿದ ಎರಡು ಪಕ್ಷಗಳು ಮಧ್ಯಸ್ಥಿಕೆಯನ್ನು ಆಯ್ಕೆಮಾಡಿ ನಂತರ ಒಮ್ಮತದಿಂದ ಮಧ್ಯಸ್ಥಿಕೆದಾರನ ತೀರ್ಪನ್ನು ಅಂಗೀಕರಿಸುವುದು ಮತ್ತು ಪ್ರಯೋಜನವನ್ನು ಪಡೆದುಕೊಳ್ಳುವುದು.

(1) ಎರಡೂ ಪಕ್ಷಗಳು ಒಮ್ಮತದಿಂದ ಸಂಬಂಧಪಟ್ಟ ಕೆಲಸಗಾರರ ಸಹಾಯದಿಂದ ಪ್ರಯೋಜನ ಪಡೆದುಕೊಳ್ಳುವುದು

(2) ಕೆಲಸಗಾರರು ಮತ್ತು ಕೆಲಸದ ಸ್ಥಳದ ಮಧ್ಯೆ ಸಂಬಂಧ ಸುಧಾರಣೆ ಮತ್ತು ಸಹಕಾರ ಸಾಧ್ಯ

(3) ಕೆಲಸದ ನ್ಯಾಯಾಲಯದ ಕೆಲಸಗಾರರ ಅಭಿಪ್ರಾಯದಂತೆ ನಡೆ-ಮಾಡುವುದು ಮತ್ತು ಸಹಕಾರಿ ಸ್ಪೂರ್ತಿಯಲ್ಲಿ ವಿಷಯಗಳನ್ನು ಪರಿಹರಿಸುವುದು

(4) ಸಂಬಂಧಪಟ್ಟ ಮಧ್ಯಸ್ಥಿಕೆದಾರರು ವಿಷಯದ ಮೂಲಕ ಎರಡೂ ಪಕ್ಷಗಳ ಸಮಸ್ಯೆಗಳನ್ನು ಪರಿಹರಿಸುವುದು ಮತ್ತು ಸಮಸ್ಯೆಗಳನ್ನು ನಿವಾರಣೆ ಮಾಡುವುದು

Party First
(1) [illegible]
(2) [illegible]

Party Second
(1) [illegible]
(2) [illegible]

mediator
(1) [illegible]

5/10

Date.....

LLB IV Th sem

Rg. no 1092011049

N. M. Kanakane

Problem NO 02

ಮುದ್ದಾಸ್ತಿಗಳು

ವಾದಿಗಳು - 1 Arun ice brand company

ವಾದಿಗಳು 2 M/s Emigo packer ltd.

"ಮುದ್ದಾಸ್ತಿಕೆ ನ್ಯಾಯಾಲಯದಾ ಮೂಲಕ ಒತ್ತುವುದು ಹಾಗೂ ಮುದ್ದಾಸ್ತಿಕೆಗಾರರನ್ನು ಸೇರಿಸುವ ಕುರಿತು"

Arun ice cream brand ಹಾಗೂ Emmigo Pvt ಕಂಪನಿ ಒಂದಾಂದ ವಾಣಿಜ್ಯದ ವಾದಿಗಳು

Arun ಎನ್ನ ice cream brand ಉತ್ಪಾದನೆಗೆ ಪ್ರಸಿದ್ಧ ಉತ್ಪಾದಕರು M/s Emmigo Packers Pvt ltd ಕಂಪನಿ ಒಪ್ಪಂದ ಪರಸ್ಪರ ಪರಿಣಾಮ ವಾಗಲು ಇದರಲ್ಲಿ 100000 ಮೊತ್ತ

ಈ ಪ್ರಯಾಣದಲ್ಲಿ ಕೆಲವು ಅಕ್ರಮಗಳಿಂದ ಮೂಲದ ಒಂದಾದ ಪರಿ ಮೂಲದವನ್ನು ಸಂಸ್ಥಾನ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಒತ್ತಿದ್ದೇವೆ ಹಾಗೂ ಸಂಸ್ಥೆಯಲ್ಲಿ ವಿರುದ್ಧ ಸಾಕ್ಷಿಗಳನ್ನು ಸೇರಿಸಿಕೊಳ್ಳುವ ಈ ಮೂಲ ವಿರಾಧ ಒತ್ತಂದಿನ್ನ ಉಲ್ಲಂಘನೆ

ಕಾರಣಗಳು:- (1) ಕಿರುಣ Emmigo Pvt ಒಪ್ಪಂದ ವಾದಿಗಳು

(2) M/s Emmigo Pvt ltd ಎನ್ನ ಕಂಪನಿಗೆ ಎನ್ನುವುದನ್ನು ಪರಿಣಾಮವಾಗಿ ಹಾಗೂ 100000 ಮೊತ್ತದ ಅಕ್ರಮ

(3) ಪರಸ್ಪರ ಒಪ್ಪಂದದಲ್ಲಿ ಒಳಗೊಂಡು

(4) ಉಲ್ಲಂಘನೆ ಕಿರಿಯ ಮೂಲದ ಒಂದಾದ ಸಂಸ್ಥಾನ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಇರುವ ಸ್ಥಿತಿ. ಸಂಸ್ಥಾನದಲ್ಲಿ ಸೇರಿಸಿಕೊಳ್ಳುವುದು ಮೂಲ ಒಪ್ಪಂದ ಹಾಗೂ ಪ್ರಾಯದ

ಸಾಕ್ಷಿಗಳು

ಪಕ್ಷ - ವಾದಿಗಳು 1 -

ಪಕ್ಷ - ವಾದಿಗಳು II

LLB IV Sem
Reg. no - 1092011049
N. m. Kanakane

First Party - Abhijit Gupta, employee of mysore Kirloskar Pvt ltd / wife Meena Gupta.

Prayers :- First Party

1. Asking compensation for death of Abhijit 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

Respodents

1 The death of the employee has not occured 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 respodents

(4) The claim is barred by limitation

Date

Conciliation Board

① Consilator y heard the overall and written statement pontfonts 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. 800000 [Eight lakhs Rupees) to Abhijit Gupates wife' Under Employee Compensation Act 1923

First party

①
②

Second party

①
②

Conciliator

1)

2)

8/10

DATE

Reg no - 1092011 1049

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 belongs 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 retering from Kashi claimed the cows back to him

II second party Krishappa claims

① Krishappa Agreed to take care of cows

② Krishnappa 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 Krishnappa

② 5 cows back to Ramappa

③ Both Parties Agreed to this negotiation

Party I,

1)

2)

Party II

1)

2)

7/10

1092011049

Rg.No - 1092011049

Name - N. Kanakane
LLB 4th sem ADR

Mediation 3

First Party - Krishna

Second Party - Rukmini

Mediator — X Y Z.

* First party - వాదన.

* Rukmini files proceeding seeking restitution of Conjugal Rights

* She want to enforce the restitution of Conjugal rights.

* Rukmini claiming 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

DATE

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

2) I want taken divorce to Rukmini.

Case Reffred to mediation

* Mediator Decesions

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 decesions.
4. Both Agreed/ Signed to mediation.

Party I (Rukmini) Party - II (Krishna)

1) 1)

2) 2)

mediator

koppad

Roll No. 1092011150
Date - 27-08-22.
Sem - IV sem.

8/10

Arbitration

ARBITRATION AGREEMENT

This Arbitration Agreement is made on 27-08-2022 between
Mr. Shashi Located at Dharwad &
Parody Located at Dharwad.

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.

Date

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 will 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 with 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.

6/10

Roll No- 1092011105
Date - 27-08-22
Sem - IV Sem.

Conciliation

1. Facts: As given in Problem 1.

Conciliation between
Party 1 - Vanita (Sister of Varun)
~~Party 2 - Varu~~ 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 Prabhaka while working. Varun falls from the first floor while construction & dies due to accident.
↳ Mr. Prabhakar was working under P&K compan so she claims compensation from P&K company.

2) Contention of 2nd Party: (P&K company)
↳ Company contended that Varun is not employed it.
↳ The contractor Mr. Prabhaker 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.

P.T.O

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

↳ So, ~~Companfey~~ is not liable.

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

Date : 27-08-2022
Place : WXY

Signature of Party 1
Vanita

Signature of Party 2
P & K company.

Conciliator
XYZ

7/10

Reg. No.: 109201110050

DATE 19/09/22

Sem: IV

Negotiation.

Problem No. 3.

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

3. Party 1: (Ramappa)

↳ Rammapa 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 ~~tā~~ 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 being to him.

6. Bargaining:

↳ ~~Ra~~ After the dispute between Ramappa & Krishnappa They approved to negotiate and solve the problem.

Settlement:

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

Ramappa
Party 1

Krishnappa
Party 2

6/10

Reg. No - 109201105
109201105D

date - 19-09-22
Sem - IV

Mediation

Problem No. 4

* Opening statement by the Mediator :

↳ Amicable settlement between Radha & Murali

* First Party (Murali) :

↳ Murali is the husband of Radha
↳ Murali is acquised of dowery harrasment ~~made harrasment to Radha~~
↳ Murali wants to compromise with Radha

* Second Party (Radha)

↳ Radha is wife of Murali
↳ She files a complaint against Murali for dowery harrasment.

* Information gathered by Mediator.

↳ Radha's statement about dowery harrasment
↳ Murali is inclined towards compromise with Radha in regards to dowery harrasment

* Settlement :

↳ Mediator felt that there is an apportunity 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:

Class:- IV

Reg no- 1092011051

K.P.E.S. Dr. G. M. PATIL LAW COLLEGE DHARWAD

6/10

page (62)

SUB: ADR Date 27/08/2022

Problem NO - 1

[Title]

Arbitration Agreement

Arbitration Agreement (caused and agreement arbitration deed)

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

1st Party Mr. Shashi
Theatre actor,
age 29 years Acculption
plot no 210 IInd cross second Stage
Banasankriaatta mysuru,
mobail no - xxxxxxxxx

with,

IInd party parody private limited
theatre event plot no - 102 IV th cross
V th stage XI phass Gandhi nagar,
Bengaloor - 560001
mobil - xxxxxxxxx,

The above said parties are hereby agreed for arbitration Agreement and given their concent that the secondary party private ltd agreed in to contract

conditions which is enclosed.)
here with for ready reference some Important conditions are given below before the arbitration is as under,

Date

as per the agreement parody private limited. bengaluru his. agreed 5,00,000 Rs (of the lakes rupees only)

2) as the advance amount. secondary,

(3) for the same. both parties made an arbitration clause under their contract. for any dispute between them. in the feature.

(4) the arbitration. Clause contain below. details..

Substantive part

Arbitration clause.

1) The parties in the contract are governed. by the by the substantive. act 1872. & companies act arbitration

2) In the case of any dispute they will not move to the contract act 1956,

Section 7 of the act. who is arbitration.

section 10 - as 11 of the arbitration

(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

DATE

Reg. No 10920111 [illegible]

Class - IV

Sub - ADR

Problem No - 3

Conciliation (Partial) Process

Broad fact :- miss Sangeeta agrees to sing she made an agreement for one month for wich she takes Rs. 100,000/- in advance, so Sangeeta, gets ill in between and not able to Perform for some days, Sangeeta, and Aravind both are agreed for sing Competition, but aravind same told, i will give one month, Sangeeta they will not take some time. that which, both are going conciliation

Ist party Mr. Aravind theaters
plot No - XX
Adress - X Y Z

IInd party miss. Sangeeta singer

Contention of party Aravinda contents

(i) Tickets for one month show sold are

(ii) He has taken 1 amount from an the audiences

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

IV :- He based on the musical instrument and he paid the advance to them,

Hence by considering all these he calculated his loss above Rs 5,00,000 and contended to compensate his loss

Contention of 2nd party

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

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

ii) Secondly she submitted as she has not avoided the fulfilment or performance willfully or with any malafide intention

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

Hence

saying she is not liable for all those claims stated by the Aravind,

Reg. No:- 1093011105 1

Name : Prabhukumar Singapur,

page (66)

DATE

6/10

This Exclusive Negotiation Agreement is made and effective,

BETWEEN : manoj owner / landlord of the house (hubli) H. No. 147 D/6 Navanagar hubli

AND

Basavaraj Tenantive of the house

Parties of Submission:-

plaintiff / Appeale / manoj)

Sir : mayself manoj retired associated teacher . I made agreement with mr. basavaraj from 2014 to 2017 after three years terms but unfortunately I was retired from the service I done have much income source to pay rented house Hnely ; Requested you to vacant the house

Respondant (basavaraj)

Sir mayself basavaraj :- understed 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 afforesaid terms and conditions I have aggreed,

6/10

DATE 19 09 22

Reg no = 109201110S1

Name - Prabhu kumar Singapur,

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 addition to the above noted matter.

Subject :- Complaint for Dowry case filed by mrs. Radha against her husband mr. murali

Parties submission

Plaintiff : put her words regarding the harrassment domastic ally due to dowry case

Defendent : mr murali said no such harrassment is made to Radha may be petty issues discussed by my mother, as family member. It cannot be treated as dowry case

Plaintiff : Your Honour mother of mural is always asking dowry which cannot be given since I couple

Defendant : NO Your Honour no such word come from my mother in future I will ensure that such hingl will not happen and will respect Radha.

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

Radha
Plaintiff.

Defendant

MEDIATOR

Roll No - 10920111052
Date - 27/08/2022
Subject - Arbitration
Semester 4th Sem

5/10

Date.....

Ans Q No. 1

ARBITRATION AGREEMENT.

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

of both PAN NO & UIN NO. DETAILS

The business relationship between the parties commenced on 01.04.2022 as defined in the original business contract, namely Gubbi Veeranna theatre (Hereinafter referred to as "Contract" which is attached and incorporated herein)

Dispute and difference have arisen between the parties the parties recognize that litigation in court can be a time 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 following matters and responsibilities to the Arbitrator
   To. Decide the Amount of Rs. 500000, as an advance. & Dispute to be solved
3. Waiver In the event that there are any dispute or controversies that arises between the parties are waiving their right to litigate these issues in the court and instead elect to have dispute resolved through arbitration.

Date.....

Any decision or award as a result 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 Refer the Dispute to two Arbitrators.

This agreement

Roll No.- 10920111052
Semester - 4th Sem
Date - 27/08/2022

8/10

DATE

1) Conciliation

Conciliation Agreement

First Party Contention

⇒ Miss. Meena Abhijit Gupt 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 Grant of Rs 12 Lakhs

Miss meena contentionis my husband massive Cardiac arrest because of heavy work done in mysore Kirloskar Pvt Ltd. So she need Grant of 12 Lakh for forming Survivals

Second Party Contention

M/s mysore Kirloskar Venerementing opposes because of the below goounds

1) Death of the employee has not occured during and 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 petition as petitioners. but have been made as respondents
4) The claimed Barred by limitation

Conciliators

1) The conciliators go through the details of first party contention (i.e. Meena W/o. Abhijit) the need praying Grant of 12 Lakh because of Abhijit Death by carried horror our side promises of company Because of Many works given by company He Died.

Second Party fully oppose the Same as early discussion and delay for claim is barred by limitation and Sec 15 delay because of Death of Abhijit and the doctor know the grant given by company

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

First Party (Meena) | Second Party (Mysore Hotels Ltd) | Conciliators Praveen

7/10

DATE

Name Pradeep Joshi
Reg No - 10920111052
Date - 19/Sept/2022
Sub - ADR

NEGOTIATION

First party Ramappa
Second party Krishnappa.

First party contention (i.e. Ramappa).
1) Mr. Ramappa while going on a pilgrimage to Kashi
2) Ramappa requested to Krishnappa to take care of 10. cows in his cattle shed and Krishnappa agreed for the same mutual agreement.
3) On behalf ~~Ramappa~~ Krishnappa Ramappa gone to Kashi pilgrim-age
4) After return completion of pilgrime Kashi Krishna-appa contended to return back cows to Ramappa Because of his saving the cows life on caught fire from shed
5) Ramappa concern he return back his cows. and Krishnappa agreed for take care of cows until he return Back from Kashi

2nd party Contention (i.e Krishnappa)

→ Mr. Krishnappa initially Agree to take care of cows. after some days he does not know. the broke out in the neighbourhood and cattle and caught fire. Immediately Krishnappa putting his life under stake

So, he did not return back the Ramappa his cow.

Negotiator concern Conclusion

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

1st of loss 10 cows he save 5 cows taken

Ramappa
1st party

Krishnappa
2nd party

Negotiator

8/10

DATE

Name- Pradeep Joshi
Reg No- 1092011052
Subject- ADR (MEDIATION)
Date - 19/09/22

Mediation

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

The propise of the mediation was to. established a constitutive and co-operative working relationship between pooja and prakash the following commitments and actions sets out our agreement on how to do this.

prakash undertake to.
- make sure he doesn't trigger failure from pooja
- Be aware of email traps and source to information of items 10:00 am to 5:00 pm
- Separate tasks to the extent possible
- take care that all issues in future have been intensively discussed
- Trust that pooja is telling the truth and doing the best co-operation for doing work
- prakash agree that pooja that he will keep informing where ever the funds case to retrieving to the case Home

Pooja undertake to.

- Not mind cross checking by Prakash
- Be predictable (punctuality is important)
- Believe that sources will be appreciated
- Pooja will discuss with prakash whenever
- Give need clarifications
- She completely take care of the house hold work and complete household work
- It was also agreed that if things become difficult between pooja and pough they are confused by the behaviour of the other 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

Signed

Prakash

Pooja

Pooja Associate
Prakash Associate
Mediator