



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



7/10

Date

Page

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1

Q. No-01

Arbitration Agreement

The Arbitration Agreement made and entered between Mr. Shashi a noted thetor utor and 'Parochy' Private Limited on the date of xx-xx-xxxx at the place of xxxxx with the mailing address of abcd@gmail.com of the (First Party), and with mailing address of efgh@gmail.com of the Second Party, collectively referred to as the 'Parties', both of whom agree to be bound by this Agreement.

Here,

First Party - Mr. Shashi

Second Party - Parochy Private Limited.

The business relationship between the parties commenced on the date of acting at the Public Venues theatre for one year with the incorporation of Rs. 500000/-, as defined in the original business contract (hereinafter referred to as the 'Contract') in which both the parties agree themselves and incorporated themon.

If the any disputes arise between both parties then the parties to this Arbitration Agreement go with the procedure themself.

whereas difference and disputes have been arisen between the parties mentioned above in the agreement, regarding the matter disclosed above, then the parties have agreed to follow the rules mentioned below.

a) If difference should between the said two parties then they have to appoint the Arbitrators mutually according to the section-31 of this act.

b) The reasonable time has to be fixed by the parties for completion of the Award.

c) The parties have to agree that this reference to arbitration would not be revoked either by death of either party or any other cause.

d) If the Arbitrators or anyone of them or chosen under their agreement become incapable either by death or sickness or other disability, the parties should retain the right of nominating substitute & no fresh agreement need not necessary.

e) If it is an express stipulation that any award passed by the said arbitrator shall be binding on their heirs, executors & legal representatives.

Having agreed to the above by both the parties affix their signature to this agreement this xx-xx-xxxx

Signature 01
(Party-01)

Signature-02
(Party-02)



Settlement the matter through Conciliation.

Parties to the Conciliation:

01st Party - Varita (Wife of Varun)

02nd Party - PDK Company (Where Varun works)

01st Party Contentions towards the case:

- Varita being 1st party to the Conciliation
- ⇒ She states that the Varun is the only one who was working in the family & he is an economical backbone to the family.
 - ⇒ As she don't aware under which contractor the Varun is working under but she knew about presently which he was working in PDK Company.
 - ⇒ She is requesting the Conciliator to provide sum amounted Rs. 10,00,000/- as compensation because she is not in capacity to work and to manage the family.

02nd Party Contentions towards the case:

- PDK is 2nd Party to the Conciliation to whom Varita asks for compensation of 10,00,000/- for death of her brother.
- ⇒ Varun is not a direct employee of our company.
 - ⇒ Varun is been appointed by the contractor named Peshkhan.
 - ⇒ So far that Company says that it cannot give full compensation as the 1st party demanded.
 - ⇒ but as the matter of humanity we will offer the 01st party to agree upon 2,00,000/- and will give an employment opportunity to member of his family.

Conciliators decision:

after hearing to the both the parties conciliator gives his decision that the death cannot be measured in terms of money so amount of ₹ 5,00,000 will seem very less compensation for the life. So, as conciliator I decide that:

As the company has to give ₹ 8,00,000 as compensation it should offer an employment to the member of that family.

Signature of the Parties and Conciliator.

Party - 01 Kiran

Release
Party - 02

Conciliator
neppad.

Date: 27-08-2022

Place: Dhauwal.

Negotiation

1) Parties to the Negotiation:

Party 1: Krishnappa

Date: 19-09-2022

Party 2: Ramappa

Place: Dharwad

Style of Negotiation - Co-Operation
Approach of Negotiation - Collaboration.

Submission of the both parties:

Party 01

Facts:

Ramappa approached Krishnappa and requested him to tell one of his 10 cows. After few days fire broke out in neighborhood and to cattle shed and to save the cows in shed Ramappa kept his life under stake.

Party 2:

Krishnappa says that to save these 10 cows from the fire kept in shed, he has kept his life under pressure of death. So for that acknowledging this 3 to 4 cows for the efforts made to save these overall 10 cows. If not give the money which is equal for 3 cows. and 10000.

Party 2:

Ramappa as a party 2 says that He is thankful for the Krishnappa who kept his life under pressure and for he agrees to compliment something to Krishnappa.

If any injuries take place while saving the cows. Ramappa agrees to take care of all the expenses of Hospital. However, there are no injuries found in Krishappa. So for that Ramappa agrees to give him 01 cow and some amount rupees. which is for his efforts.

However both the parties mutually agreed for a decision of Ramappa has lend 2 cows to Krishappa except lending 01 cow and money.

It is case of win win situation. because both the parties content has been achieved.

Signatures.


Party 01
(Krishappa)


Party 02
(Ramappa)

041

Mediation:

Plaintiff - Radha.

Date - 19.09.2022

Place: Chennai.

Defendant - Murali

Agreement to Mediate
and
Terms of Mediation.

Here both the parties agree to mediate with the Judge, an ADH Chambers mediator, to attempt to settle their dispute in relation to above-noted parties.

Subject: Complaint for Dowry case filed by
Radha on her husband Murali

Parties Submission:

as Plaintiff:

Here, in this case Radha has filed a case against Murali for Dowry Harassment. Both Murali and his mother harassed Radha heavily for the Dowry. Every time they are demanding for the Dowry and every week they find some mistakes and start abusing and harassing on me. So for that only I've filed case against him for Dowry Harassment. In Mediation I agree for them, if they agree not to do any Harassment on me related to Dowry.

Defendant:

As Defendant Murali says that there is no case of Dowry it's just matter of some quarrel between my mother and my wife and also I assure that in future nothing will be done for my wife relating to Dowry and I agree for that.

Mediator:

After hearing to the both the parties as a Mediator I conclude that the plaintiff said that defendant harassed them in Dowry and she agrees to take back her son if they agree for not to make any Dowry then shall go with him. and Defendant also agreed for that and also he agreed that there is not case of Dowry and he said that in future there is not demand for Dowry.

Both the parties agree to live together and there will not be any Dowry circumstances in future.

Signatures:

[Signature]
Plaintiff
(Neelika)

[Signature]
Defendant
(Murali)

[Signature]
Mediator
(Judeer)



27-08-22

Roll No: 10919111087

3 year L.L.B.

IV. Sem.

SHUAB. MO. A. RAHMAN SHAH.

Date :- 27-08-22.

problem-2 of the Act define the Arbitration Agreement

Arbitration Agreement means an Agreement by the parties to submit to Arbitration all or certain disputes which have arisen or shall arise in respect of the contract or not

Essential features of an Arbitration

- 1) An Arbitration Agreement may be in the form of an arbitration clause
- 2) An Arbitration Agreement shall be in writing
- 3)

Kind of Arbitration Agreements

- Future disputes
- Short and brief.
- Prorogative clause is the main contract
- Submission Agreement
- Dispute which has already arisen
- General and Specific and Specific Selling etc. and dispute
- After dispute arises



Name :- SHUJAB. RAHIMAN SHAH

Roll no :- 10919111087

class :- L.L.B. 3 year. III Sem.

1) the parties of are free to determine the number of arbitrator provided that such number shall not be an even number

2) Failing the determination Refereed the two appointed arbit fail to

concluding! - Abhijit Gupta an employee of Mysore Kirloskar Pvt. Ltd. succumbed to the massive cardiac arrest while

IV Sem

1020111001



A.R. 110.8 1 1097.11

A. Buresh

6/10 page (11)

Date 28/08/21

Agreement of Arbitration

This Agreement is executed on Thursday 27th Aug of 2021 of Dhurwad by and between

Mr. Shashi S/o Ravikumar aged 25 years residing and address H No. 1 with cross Gandhinagar Vidyanagar Dhurwad 58004 Chhatrapati Rajawade as First Party which Exemption shall include this alleged has executed administrator's legal Separation of business agreement to the conflict

And

Polys Polys claimed with Gishad address 1st main II cross Gandhi Colony Bangalore with treaty no 9036460367 Chhatrapati Rajawade as Second Party which Exemption shall include the ongoing decision to delay respondents make dependent the conflict

I where as the "First Party" in a noted the above

II WHEREAS the "Second Party" in a private limited company

WHEREAS the "First Party" had entered into a contract with the "Second Party" for the period of one year and thereby agreed to perform for the "Second Party" at "Gulab Vengam" therefore

WHEREAS the 'second party' has paid for the same as consideration of Rs 5,00,000/- as advance to the First Party

Arbitration clause :-

WHEREAS any dispute arises in future regarding the above mentioned matter in this contract the "first party and second party" agree under this contract and clause it goes to Arbitration Tribunal

WHEREAS the Parties have decided to appoint a common arbitrator to resolve the dispute or such dispute arises regarding the matter mentioned in the above said contract

Now this contract witnessed as follows

that both the Parties hereby is appointing an Arbitration Tribunal presiding the below mentioned procedures and other clauses of it

Procedure clause :- That "First party and second party" shall appoint each an independent neutral party one who is not connected to the contract with the directly or indirectly



Time period clause

that the period of
settlement of the Tribunal award shall
be not less than 30 months

Governing law :-

that the proceedings of
this Tribunal shall be governed
by Arbitration and Conciliation Act 1996

witness has :-

First party,

Sign

Second party

Sign

10920111001



A. Surish page 14

Sub: ADRs

DATE

27/07/22

Problem No. 1

First Party Contention :-

Mrs. Vanitha sister of Mr. Varun who was working as a daily wage work in a construction work of a building falls from 1st floor and dies due to accident in claiming compensation from P & K Company.

Mr. Varun deceased was working under the contractor who was interim working for P & K company.

Second Party Contention :-

The company takes the contention that Varun is not employed by it so company is not liable.

The sister is not a dependent of deceased Varun hence even if compensation is to be given she Mrs. Vanitha is not eligible.

Conclusion / Conclusion Settlement :-

Observations :-

Since First party (Mrs. Vanitha)

a) She is jobless poor and financially dependent on the sole family member has brother Mr. Varun.

b) His death has left her aggrieved and with no alternate income. She is completely dependent on the compensation from the company.

c) She is eligible to get compensation for the loss of her life under workman of compensation act of act 12. Vani worked as 1923 & even if Vani worked as worker made contact with Mr. Pithabhai the H.O.K. company in the Principal Employer

d) the company denies on the contention saying that it is the contract Mr. Pithabhai responsible and not the company

Settlement :-

Both the Parties have agreed and come to an agreement of settlement

a) the company has agreed to pay a compensation of Rs. Two Lacs

b) Mr. Vani had agreed to take it as full and final settlement and shall not file any suit in future regarding this matter in any court

First Party

Sd

Second Party

Sd

Third Party

12099 (16)

Reg No: - 1092011001
Subject: Negotiation

DATE
19 09 22

Problem No. 1

The purpose of this agreement made between

Mr. Barga Director of Pharmaceutical
and

The Kingfisher Airlines
the negotiation process and purpose
was to persuade a constructive
and co-operative and custom services
relationship between

Mr. Barga and
The Kingfisher Airlines

1 Mr Barga undertake is

a) make sure he doesn't drag the
issue further along

b) agree the conditions so as agreed
to the Airlines

c) Shall continue to endorse the Airlines
as a legal authority

d) take care that all matters need
to be settled between and
the Airlines regarding their end

e) the Kingfisher Airlines undertake
is

f) Provide one year locality coupon
or alternate rev. discount on
an future booking.

b) Sincere understanding the inconvenience so to Mr. Bhargava and extant's and apologies

c) Shall strive to keep such complaints its the minimal in its feature endeavoured

d) it take this negotiation agree as pure and final settlement between Mr. Bhargava and the Kish Ash machines

⑤ it was agreed that it King 56 agreed and under this agreement shall be sincerely abided by both the parties

⑥ This agreement with remain confidential

Singand

the King Ash

Date - 19/8/22

and

ചർച്ചാർത്ഥം :-

മുൻപ് പലർക്കും അറിയാമായിരുന്നു
എന്നാൽ ഇപ്പോൾ പലർക്കും അറിയാ
കാത്തതാണ്. അതുകൊണ്ട്
ഇപ്പോൾ പലർക്കും അറിയാ
കാത്തതാണ്. അതുകൊണ്ട്
ഇപ്പോൾ പലർക്കും അറിയാ
കാത്തതാണ്.

ഭാവം :-

മുൻപ് പലർക്കും അറിയാ
കാത്തതാണ്. അതുകൊണ്ട്
ഇപ്പോൾ പലർക്കും അറിയാ
കാത്തതാണ്. അതുകൊണ്ട്
ഇപ്പോൾ പലർക്കും അറിയാ
കാത്തതാണ്.

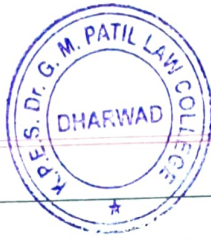
ചർച്ചാർത്ഥം - 10

ചർച്ചാർത്ഥം - 10

ചർച്ചാർത്ഥം

ചർച്ചാർത്ഥം

Re No: 10920111003
IV Sem
ABR



Date:

Agreement of Arbitration

This agreement is executed on Saturday 27th Aug of 2022 at Dharwad by and between

Mr. Shash: S. Ravi Kumar aged 25 years residing at address H. No 11th Gandhi Nagar Vidyagiri Dharwad 580006. When offer referred on 1st party with expression shall include their legal heir executor administrator legal representative unless requirement of the Contract and

Parody private limited with registered address 1st floor 11th Gandhi Nagar Bangalore with Reg. No 90304560. When offer referred on 2nd party which expression shall include the managing director legal representative unless requirement of the Contract

where as first party in a noted this is action and where the second party a private limited company

where as the First party has entered into a Contract with the Second party for the period of one year and there by agreed to pay for the Second party of Cebbiveema thatore

where as the Second party has paid for the same as consideration of Rs 50,00,000 to as advance to the first party

Arbitration clause

where as any dispute arises in for the regarding the above mentioned matter in the Contract the first party and Second party agree with the Contract and clause is after to an Arbitration Tribunal

where as the parties have decided to appoint a common arbitration to resolve the dispute of such Dispute arises regarding the matter mentioned in the above said act,

Now this Contract witness as follow

that both the parties consent to appoint Arbitration Tribunal presently the and other does of it



Date: _____

=> Procedure * Arbitration

That First party and Second party shall appoint each other as independent mutual party.

and such arbitration appointed by first party and second party shall choose a third party arbitrator who shall be natural and independent and who shall not be other director or closely related to the concerned matters of the contract.

Close of Sharing

First party and second party agreed by share each other as mutually such arbitration

- Interim Measure

That by both parties agreed that there shall be no interim measure and a full and final binding agreed by the accepted

Time period clause

That the period of calculation of the arbitration award shall be not beyond twelve

Governess holds
that the proceeds of the
Tribunal shall be given by
Arbitration

witness has of

Four parts in

Second parts

witness

12

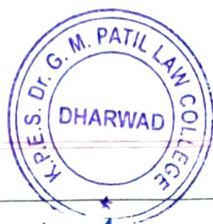
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37

Date 127/05/2021

Place 5 DWD

7
10



Reg. No. 210920111003.
Class - IV Sem
Sub - ADR

Date _____ page (24)

Problem No 8-1
★ First Party Contention :-

Ms. Vanita sister of Mr. Varun who while working as a daily wage work in a construction work of a building falls from first floor and dies due to accident in claiming compensation from P and K Company.

Mr. Varun deceased was working under the Contractor who was then working for P and K Company.

→ Second Party Contention :-

The Company takes the contention that Varun is not employed by it so Company is not liable.

- The sister is not a dependent of the deceased E. Varun. May even if compensation is taken given she Mr. Varun is not eligible.

→ Conciliator / Conciliation Settlement Observation :-

First Party [Ms. Vanita] a She is jobless, poor and financially dependent on the sole family income of both Mr. Varun.

Date.....

b) His death has left her agreed and with no alienable income she is completely depended on the on the compensation from the Company

c) She is eligible to get compensation for the death of brother who worked under contract with the Prabhakar the P & K Company in the principal employee

d) The Company refers to the Contractors saying that it is the Contractor Mr. Prabhakar responsible and not the Company

Settlement

Both the parties have agreed and to come an agreement of Settlement

as the Company has agreed to pay compensation of Rs 20000

b) Mrs. Varita has agreed to take it full and final Settlement and shall not file and suit in future regarding this matter in any court

1) First Part

2) Second Part

3)

①

(1000)

Problem - 1

Negotiation Argument

→ The purpose of this argument made between

Mrs. Barga Director of Pharmacutical Company,

→ The Kingfisher Airlines

→ The negotiation process and purpose was to establish a compensation and competition and create a down relationship between

Mrs. Barga and

The Kingfisher Airlines

→ The Barga mentioned that

→ make sure he doesn't deal this issue further legally

→ Agree to the compensation so offered by the Airlines

→ Shall continue to endorse the Airlines as a loyal customer

→ Take care that all issues hereby stand settled between him and the Airlines regarding this issue

- 28 The Kingfisher Distance website
is
- a) provide one year loyalty coupon giving 20% discount on all future berry
 - b) Sincerely understand the wrong we've done so expressed to Mr. Baegs and entered an apology
 - c) Shall strive to keep such examples out of the minimal in its future endeavours
 - d) take this negotiation agreement as full and final settlement between
- 3) It was agreed that if things so agreed made this agreement shall be sincerely abided by both the parties
- 4) This agreement will remain confidential

Signature of xxx.
Manager

xxx
The Customer

Date : 19/09/2021
Dhorwad

Reg No :- 10920111003

Name :- Anila Pattannanavare

MEDIATION Case

* ಅವಕಾಶ → ಕೆಲವು ವರ್ಷಗಳಿಂದ.

* ಅವಕಾಶ - 1. party 1

① ಕೆಲವರಿಗೆ

② ಕೆಲವರಿಗೆ

→ ಅವಕಾಶ - 2.

① ಕೆಲವರಿಗೆ

② ಕೆಲವರಿಗೆ

ಅವಕಾಶ

ಅವಕಾಶ ಎಂಬುದು ಒಂದು ವ್ಯಾಪಾರಿ ಮತ್ತು
ಕೆಲವರು ಅವರ ವಲಸೆಗೆ ಕೆಲವು ಅವಕಾಶ
ಮತ್ತು ಕೆಲವರು ಅವರ ಕೆಲಸವನ್ನು ಕೆಲವರು
ಕೆಲವು ಕೆಲಸವನ್ನು ಮಾಡುವ ಅವಕಾಶ ಮತ್ತು
ಕೆಲವು ಕೆಲಸವನ್ನು ಮಾಡುವ ಅವಕಾಶ

ಅವಕಾಶ ಅವಕಾಶ ಅವಕಾಶ

ಅವಕಾಶ ಎಂಬುದು ಒಂದು ವ್ಯಾಪಾರಿ ಮತ್ತು
ಕೆಲವರು ಅವರ ವಲಸೆಗೆ ಕೆಲವು ಅವಕಾಶ
ಮತ್ತು ಕೆಲವರು ಅವರ ಕೆಲಸವನ್ನು ಕೆಲವರು
ಕೆಲವು ಕೆಲಸವನ್ನು ಮಾಡುವ ಅವಕಾಶ ಮತ್ತು
ಕೆಲವು ಕೆಲಸವನ್ನು ಮಾಡುವ ಅವಕಾಶ

→ ಅವಕಾಶ ಅವಕಾಶ ಅವಕಾಶ

ಅವಕಾಶ ಎಂಬುದು ಒಂದು ವ್ಯಾಪಾರಿ ಮತ್ತು
ಕೆಲವರು ಅವರ ವಲಸೆಗೆ ಕೆಲವು ಅವಕಾಶ
ಮತ್ತು ಕೆಲವರು ಅವರ ಕೆಲಸವನ್ನು ಕೆಲವರು
ಕೆಲವು ಕೆಲಸವನ್ನು ಮಾಡುವ ಅವಕಾಶ ಮತ್ತು
ಕೆಲವು ಕೆಲಸವನ್ನು ಮಾಡುವ ಅವಕಾಶ



ARBITRATION AGREEMENT

This Arbitration agreement is made on this 27th day of 2022 between Mr. Shashi (Herein after known as the First Party) and 'Parody' Private Limited (Herein after known as the Second Party).

Whereas disputes and differences arise between the parties in future, the Agreement is laid as followed. In case the parties do not agree ^{to} a ~~Arbitration~~ common Settlement then they can go for arbitration. Now the parties agree that their matter ~~can~~ as referred under arbitration to obtain an award:

The Parties agree as follows:-

1. Arbitration :- In the event of dispute between the parties over the execution of the attached contract, the parties will resolve their matter through arbitration.
2. Arbitrator :- The First Party and the Second Party have appointed Mr. X (Hereafter known as arbitrator) as their Arbitrator.
3. Arbitrator's Responsibilities :- Both the Parties in case of dispute in terms of Contract w.r.t the

working conditions or payment matters the parties allot the following responsibilities to the Arbitrator.

1. Mr. X will take down all the details of the contract entered by the Parties
2. Mr. X will discuss the details of dispute regarding the payment matter or working conditions with the parties and will try to resolve the issue.
3. Mr. X will pass an arbitral award after giving due attention to I Party and II party.
4. Award $\rightarrow$ The Parties agree to abide by any award issued by the arbitrator.
5. Law Governing $\rightarrow$ The law governing the Agreement is The Arbitration and Conciliation Act 1996.
6. Miscellaneous: $\rightarrow$ If any other provision is required to be accepted then the existing provision has to be abided by.

Having agreed to the above by both the parties the said parties affix their signature to this agreement this 27th day of Aug 2022. at Dharwad.

Signature I Party Signature II Party.

8/10DATE
27 08 22Problem No - 3F CONCUILIATION PROCESSFIRST PARTY CONTENTION :-

Mr. Aravind being the First Party runs a theatre. His contention is that he has offered Miss Sangeeta to sing at his theatre for one month. He has paid ₹ 1,00,000 in advance to her. Now since Sangeeta didnot fulfill the condition so, he has suffered loss of ₹ 1,00,000 and also the profit which he could have earned if signed with some other Singer, or if Sangeeta had performed for him.

Second Party Contention :-

Miss. Sangeeta being the Second Party is a good Singer. She has signed up with Mr. Arvind for one month to perform at his theatre. She fell sick and couldnot sing for him. She has taken advance for her professional skill. She was not sure for the health issues which may occur. She has not done the loss deliberately. Though the First Party has sued Sangeeta for his loss which is more than ₹ 1,00,000 as he has paid amount to the event organisers, archestra party etc, But Ms. Sangeeta cant pay for all the losses Arvind has incurred.

Decision of Conciliator.

The Conciliator ~~to~~ after taking into

account the facts of the case decides the following →

1. Sangeeta has not performed only for some days due to illness which is quite unpredictable. So it is not a deliberate act of Sangeeta the second party. She is a singer and it is her profession, so she can't be blamed for her illness and be sued for loss.
2. Since Sangeeta has taken ₹ 1,00,000 as advance so she has to perform worth that value. In this case Sangeeta can be suggested to perform in the succeeding month or future for the number of days she has not performed presently. This way she can make up with the loss incurred by Arvind.
3. Mr. Arvind the Second Party should not sue Sangeeta on the basis of Humanity as falling sick is unpredictable. He can recover the loss incurred by him by allowing or offering Sangeeta to perform at his theatre for extra number of days to neutralise the loss.
4. The Parties must agree to the above decision and act accordingly.

Signature

Conciliator 1

Conciliator 2

Date:

Place:

Name :- Anita Math

Registration No :- 10920111004

College Roll no - 11

Class - IV sem

Negotiation Agreement between
Bhargav, a Director of Pharmaceutical
Company and The Director of Kingfisher
Airlines.

I Negotiation proposal by Bhargav : →

- 1) I being a director of Pharmaceutical company, wanted to grab the opportunity of getting the project of manufacturing drugs, newly found by the Research and development dept. of Govt. of India. But I lost the project due to delay of Kingfisher airlines flight.
- 2) My company lost the project due to the mistake of Airlines, which is quite huge and irreparable for the company.
- 3) I on behalf of Company request the Airlines to refund my air ticket amount of ₹ 25,000 as well as compensation of ₹ 1.2 crores for the loss faced by company on losing the project.
- 4) I can My company should get the compensation to neutralise the loss incurred.

II Negotiation Proposal by Kingfisher Airlines →

- 1) The Airlines are delayed due to natural conditions like, bad weather, heavy rain, stormy day or technical problems with ~~planes~~ planes. So, these are quite unpredictable and one has to be prepared for such critical time.
- 2) The passengers need to book their tickets keeping the urgency of journey and value of time in mind. Here the Bhargav could have booked his tickets one day before also to avoid such loss.
- 3) The airlines feel regret for such delay in flights and keep a check over it in all situations.

III Negotiation decision →

- 1) The Kingfisher Airlines has agreed to refund the Air-ticket amount of ₹ 25,000 to Bargav as he did not travel and also lost the project due to flight delay.
- 2) The compensation to company will not be paid.

Negotiator 1

Bargav - ~~Amal~~

Director of Pharmaceutical Co.

Negotiator 2

Amita Kingfisher Airlines

Amita Math Am

MEDIATION9
10page
DATE

36

19 09 22

Name :- Anita Math

College Roll No :- 11

Class :- IV Sem

Object :- Mediation Agreement Between Pooja and Prakash.

The purpose of the mediation was to re-establish a constructive and compatible marital relationship between Pooja and Prakash.

The following commitments and actions set out for agreement on how to do this.

I Prakash undertakes to :

- a) Makes sure that he tries to reach home as early as possible everyday.
- b) He discloses the reasons for his delay in reaching home after working hours.
 - i) No personal vehicle for use so he has to catch 2 buses everyday and that absorbs most of his time. The buses are not on time always and there are chances of buses delay.
 - ii) While leaving bank, the accounts closure sometimes take time and delays in exiting from bank.
 - iii) Sometimes overtime work is required at bank for F.Year Closing.
 - iv) He will take out his wife for weekends.
 - v) He will try to spend more time with Pooja on weekends and holidays.

II Pooja undertakes to:

- a) She will try to understand the work-pressure on bankers, and the working condition of bank.
- b) She will understand the reason for delay due to long (40 kms) distance travelled by Prakash and the inconveniences due to buses.
- c) She will withdraw her claims and allegations against her husband Prakash.
- d) She will not doubt her husband's devotion and honesty.
- e) She will maintain peaceful and healthy marital relations with Prakash and will understand the value of couple.
- f) She will not pick up fights with Prakash.

III It was also agreed that if the mediation ^{does not} ^{in future} works, then Pooja and Prakash to save their marital relationship will send mails or text to each other to clarify doubts.

It was agreed that Prakash will buy his own personal vehicle to avoid evening traffic delays and Pooja will try to understand her husband's problems and will trust him.

Prakash
Prakash

Pooja
Anita Math
P.

Mediator.
P.



Reg. No: 10920111005 Asharani J.
Sem : IV
Sub : ADA

Arbitration Agreement

An arbitration agreement here after called as an "agreement" made on 28th of August, 2022.

Between the parties.

Mr. Shashi (First party) and

'Paradey' Private Limited (Second Party).

WHEREAS the two parties made and enter in to the contract and if any dispute arise out of such contract they shall have their dispute resolution by the method of arbitration, as per the clause mention below.

1) Arbitrator : Mr. _____ an arbitrator for the first party Mr. Shashi and _____ an arbitrator for Second party 'Paradey' Private limited.

2. The appoint of the arbitrator is according to Section - 7 of Arbitration and Conciliation Act, 1996.

3. Governing laws : The parties in the contract are governed by substantive laws as

- 1> Contract Act, 1872;
- 2> Companies Act, 1956

3) Arbitration & Conciliation Act 1996.
[For the clause mentioned in the agreement].

Arbitration Procedure

1. The parties on arise of dispute between them on claim they shall move to the arbitrator and settle the dispute.
2. The parties shall provide with the required evidence for settlement of the dispute.
3. The aggrieved party shall send the request of claim in writing to the arbitrator.
4. In case of death of the party the nominee shall attend the dispute and there shall be no new agreement made.
5. In case during the arbitration procedure the party (any one) dies or fall sick or do not attend the procedure of dispute resolution. They must assign a nominee to attend and the non attending party must be binding with decision of the arbitration procedure.
6. Arbitration Cost : The cost of arbitrator and arbitration procedure will be beared by both the parties. ~~to the~~
7. Arbitration Award : The arbitration award must be binding to both the parties.

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Asharani J.

Date

Hereby both the parties are agreed to the terms and Conditions mentioned above.

Signature

Party - 1

Name: _____

Age: _____

Occupation: _____

Place: _____

Date: _____

Party - 2

Name: _____

Age: _____

Occupation: _____

Place: _____

Date: _____

Witness Sign _____

Witness Sign _____



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Page 40

DATE

Reg. No: 10920111005

Name: Ashwanti

Sem: IV

Problem No: 3

Conciliation Process

Brief Facts

Miss Sangeeta is a singer. She made an agreement with Mr. Arvind to sing in his theatre for one month.

- Miss Sangeeta gets ill and unable to perform.
- Mr. Arvind sues Miss Sangeeta for the profits he would have made if Miss Sangeeta sings.

Party 1: Mr. Arvind.

Party 2: Miss Sangeeta.

Contention of Party 1:

Mr. Arvind contended that he had suffered with loss because of the following reasons.

- Tickets for that month were already sold out.
- He paid advance for all the instruments and arrangements for that event.
- He had reserved the theatre for that purpose.
- The money received from the audience is already invested for other purposes.

Hence ~~with~~ by considering all the above reasons Mr. Aravind claimed for the ~~loss~~ amount of Rs. 4,00,000/- [Four lakh] from Miss. Sangeeta.

Contention of Party 2 :

Miss. Sangeeta contended that she was not able to perform for some days, as.

- She was not well fall ill during that period
- Sh The contract was for the purpose of performance not for his profit or loss.
- The performance depends on the skill and it affects the change in the health condition.

Hence by all the above reasons Miss. Sangeeta contended that she is not liable for the claimed amount by Mr. Aravind.

Conciliator's Decision

By considering the contention of both the parties, ~~So~~ It is observed that

- The performance was depending on the skill, and which cannot be replaced by others.
- The audience purchased tickets for the performance of Miss. Sangeeta.
- The reason of ~~skillness~~ cannot be denied as it affects the skill.
- Also the loss borne by Mr. Aravind. as the theater was kept reserve for those days on which the performance did not happen.

Hence, It is concluded that Miss Sangeeta is liable for the loss only for those days out of the advance and not the whole

Reg No: 10920111005

Ashwani J.



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DATE
□ □ □ □ □ □

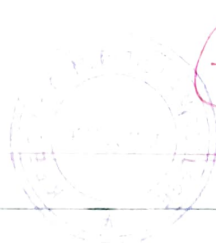
loss which is claimed by Mr. Aravind.

- The amount to be paid by Miss. Sangeeta.
within 10 days of this decision date.

Conciliator Signature

Date:

Place:



Negotiation Problem No. I.

Facts:

The case for the refund of the flight charges by Airlines.

- * Bargav, a Director of Pharmaceutical Company wanted to attend the Conference held at Delhi.
- * He had strong probability to get the project in that conference.
- * Bargav booked Airlines flight ticket for 22nd morning at 9 a.m. and the Conference was on the same day at 11 a.m.
- * The flight got delayed due to technical problems for 2 hours.
- * Bargav Sues the Kingfisher Airlines for the refund of ticket amount and compensate him for not being able to get the contract.

Hence there was dispute between them and they came together for negotiations to resolve this dispute.

Here First Party: The Kingfisher Airlines.

Second Party: Bargav, Director of Pharmaceutical Company.

Contention of 2nd party:

- * Bargav contended with the statement that he was not able to get the contract due to the delay in the flight and had huge loss.
- * Also he paid the flight ticket amount Rs. 25000/- which he want refund from the Airlines.

Contention of Airlines

The Kingfisher Airlines straight away rejected to pay back the ticket charges and compensation to Bargav.

- As there was the technical problem for the delay of flight.
- Nothing is important than life of people and airlines has to look after the safety of its passengers.

Negotiation process

In the negotiation process parties followed

"Competative method i.e. "Win-lose" model of negotiation..

- * In this one party will win and other will lose
- * It is based on outcomes and not on the relationship.

Conclusion:

By following competitive method of negotiation the airlines company rejected the contention of first party.

Settlement or Agreement:

Both the parties agree for the outcome of the negotiation.

Signature of
First party

Signature of
Second party

Date:

Mediation

Problem No: 3.

Facts: Facts given in the problem.

Case: It is the case of restitution of Conjugal rights filed by the wife against her husband.

Court order in the favour of wife, and accordingly Shri Krishna and Rukmini honoured the Court order and they stayed with each other for some times.

* After some time again Shri. Krishna left Rukmini.

* Now Smt. Rukmini went to her parents house and again files another proceeding seeking restitution of conjugal rights.

* Open The case is referred for mediation.

Opening Statement of Mediator

A mediator in presence of both parties; Start the proceedings with the statements of wife.

Wife's Version:

Wife stated that though there exists the small reasons among them but still she wants to continue to live with her husband.

Husband's Version:

Husband stated that he is not adjusting with his wife and when the Court ordered for the first time they stayed with each other
But

There arised the difference of opinions again and he is not ready to continue living with his wife and hence he preferred to live apart.

Settlement:

Mediator after listening to both the parties, he assisted the parties with the proposal of one time Settlement among them and to get separated. Since

Husband and wife have more difference of opinion and the parties cannot retain their relationship with each other and if such relationship continues it cannot sustain for longer.

After all the suggestions mediator comes to the conclusion that they must have divorce.

* Both Parties agreed for mutual divorce.

Agreement:

Mediator suggested that there must be compensation to be paid by husband to his wife.

- * Husband's Salary 40,000/- month
- * Mediator suggested to pay $\frac{1}{3}^{\text{rd}}$ of it overall Rs. 10,000/- per month.
- * Hence gross compensation paid is suggested as Rs. 12 lakh for one time Settlement.

Closure Statement:

Since mediator made for one time Settlement and the amount suggested is huge hence 12 lakh should be paid in four installments within one year of the order.

Bhargavi Batani
IV Sem

Reg No: 10920111006



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Date: 27/08/2022

Title - Arbitration Agreement.

Here is an Agreement between two parties, namely Mr. Shashi and 'Parody' Private Limited.

First party is Mr. Shashi and the second party is 'Parody' Private Limited. Entering into an Arbitration Agreement on 27/08/2022.

*(This Arbitration Agreement (hereinafter referred to as the "Agreement") is entered into as of 27-08-2022 by and between Mr. Shashi and 'Parody' Private Limited, with a mailing address of shashi@gmail.com and parodyprivateltd@gmail.com (hereinafter referred to as first party) and with a mailing address of parodyprivateltd@gmail.com)*x

This Arbitration Agreement (hereinafter referred to as the "Agreement") is entered into as of 27-08-2022 by and between Mr. Shashi, with a mailing address of shashi@gmail.com (hereinafter referred to as the "First Party") and 'Parody' Private Limited with a mailing address of parodyprivateltd@gmail.com (hereinafter referred to as "Second Party"). Collectively referred to as the "parties", both of whom agree to be bound by this agreement.

Whereas, the parties entered into a contract on 20/08/2022. The original contract detailing the agreement is attached.

WHEREAS, a dispute has arisen or if a dispute arises between the parties, the

page (49)

Date.....

"dispute") the parties have agreed to submit to binding arbitration to resolve the dispute.

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

(2) Arbitrator's Responsibilities:

To ensure that the rules of arbitration are followed and conduct the hearing in which he will hear testimony receive and review contract and assess the arguments of ~~all~~ both parties to the dispute.

Bhargavi Bataw.

IV sem.

Reg. No: 1092011006

Problem 3

Conciliation ~~law~~



page (50)

Matter - Conciliation between
Mrs. Sangeeta - First Party
Mr. Aravind - Second party.

Contentions of ~~Parties~~ First party:
Mrs. Sangeeta agreed to sing in Aravind's theatre for one month. But due to her illness she couldnot perform some days ~~in~~ during the agreed span of one month. The reason for her absence of performance was illness. During illness she couldnot perform. ~~This is~~ The absence of her during the few days was inevitable. Hence Mr. Aravind shouldnot sue against Mrs. Sangeeta.

Contentions of Second party:

Mr. Aravind ~~ago~~ entered into a contract with Mrs. Sangeeta & so as she needed to sing in ~~a~~ Mr. Aravind's theatre for one month. For that purpose she was given Rs 1,00,000/- in advance as well. But due to her absence from singing during few days of the given month, Mr. Aravind had to face loss. So Mr. Aravind thinks of ~~a~~ to sue against Mrs. Sangeeta for his losses.

Conciliator:

Proposals:

After listening to both the parties both parties have their own point. & The absence of Mrs. Sangeeta from performance was for an inevitable reason of her sickness. But for

that purpose Mr. Aravind also had to face loss. So it better to settle this matter & proposals seem better to both the parties.

Proposal 1:

Ms. Sangeeta should return calculated amount of money back to Mr. Aravind.

Proposal 2:

As Ms. Sangeeta couldnot perform in the month of August for 4 days due to her sickness, she should be ready to sing in the theatre of Mr. Aravind for 4 days in September without receiving money.

Conclusion.

Both parties namely First party - Ms. Sangeeta and second party Mr. Aravind agree to proposal 2.

Proposal 2 is as follows.

Ms. Sangeeta after her recovery she should sing in the theatre of Mr. Aravind for 4 days in September, days which Mr. Aravind insists in the month of September.

Sign of First Party.
Sangeeta.

~~Ms. Sangeeta~~ (1) Vedavathi (2) Heena.

Sign of second party.
Aravind.

~~Mr. Aravind~~ (1) Shanti (2) Roopa.

~~Mr. Aravind~~

Sign of conciliator.

(1) Bhargavi (2) Refeshwari.

NEGOTIATION

DATE
19 09 22

Name - Bhargava Batani

Sem - IV

Subject - ADR

Negotiation between the Director of Pharmaceutical Company and Director of Kingfisher Airlines.

Negotiation proposals by Bhargava

- (i) Kingfisher Airlines is responsible for the Bhargava's company did not get the project for manufacturing drugs. The delay in flight is responsible. Hence Kingfisher Airlines should give back ticket amount and one crore compensation.

(ii)

Negotiation proposal by Kingfisher Airlines.

The availing of project of manufacturing drugs to Bhargava's company was a probability. It was assumed that he could get the project. ~~Some else~~ ~~he~~ ~~being~~ ~~there~~ ~~by~~ ~~time~~ There are equal chances of he not getting the project as well. The Airlines is not responsible for this situation. Also little delays and many other technical problems are quite common in all modes of transportation.

It is responsibility of Bhargava to be present there one day earlier as it was an important meeting.

With all these reasons, the Kingfisher Airlines is not liable for giving any

compensation.

But, inspite of that, keeping in mind that because of airlines delay, he probably deprived of project and airlines tries to lessen the disappointment of customer by refunding the ticket amount. He is allowed

Conclusion.

Bhargav, director of Pharmaceutical company is ready to receive ticket refund money and settle the dispute. This proposal is accepted by both of the parties.

Negotiator 1.

Bhargav. - A

Director of Pharmaceutical Company.
Anita M.

Negotiator 2.

Director of Kingfisher Airlines

Bhargavi Batani

(B)

Problem 1

Name - Bhargavi Batani

Sem - IV

Subject - ADR

Objective -

The purpose of the mediation is to re-establish ~~and~~ a constructive and co-operative relationship between Pooja (wife) and Prakash (husband).

Prakash undertakes to -

- (1) Try to come as early as possible.
- (2) ~~He~~ He is coming late home because he has to change 2-3 buses and ~~the~~ distance is much between the home and office. ~~He~~ ~~travels~~ ~~in a considerable~~ ~~distance~~ He buys a vehicle of his own.
- (3) He discloses the reasons for getting late even if he is exhaust.
- (4) Work pressure in office demanding to work even after 5:30. Now onwards, Prakash agrees to leave office by 5:30pm only. He tries to manage it.
- (5) Prakash ~~get~~ take ~~her~~ Pooja for outing, whenever time permits.
- (6) Prakash agrees to dedicate time to Pooja during weekends.

Pooja undertakes to -

- (1) Not to exploit Prakash to disclose the reasons for getting late at the time he ~~reach~~ reaches home.

- (2) Even if Pooja wants any clarification, she asks him about the things in a smooth way and only after he freshen up.
- (3) Pooja will not pressure to Prakash to leave exactly at 5:30pm, as it is responsibility of Prakash to give justice to his job as well.
- (4) Pooja helps Prakash to buy a new car by contributing some amount from her savings.
- (5) Pooja is ready to maintain atmosphere at home very comfortable and happier.
- (6) Pooja will not allege Prakash repeatedly and with the doubt.
- (7) Pooja will not take up the matter to elders ~~very~~ frequently. She rather discuss with her husband and solve the problems.
- (8) She takes back case of ~~to~~ Domestic violence against Prakash.

It was also agreed if that if there are any confusions or difficulties, they will send a ~~msg~~ whatsapp msg with [?] emoji.

This agreement will remain confidential.

Prakash - ~~Prakash~~

He
Mediator.

Pooja

Bhargavi Batani (B)
Anita M.

ARBITRATION Pr. 17

ಪಾಂಡು ವೈಲ್ಡ್ - 100 ರೂಪ.

ವೈದಲಸಯ್ಯ ಶಾಪಕ:- ಓಹಿ ತಃ

ವಿರಡನೆಯ ಶಾಪಕ:- ಗಾಬ್ಬಿ ಲಾಠಿ.

ಅಪ್ಪಿಡವಿಟ್ ವರ್ಧೆ:- ಒಪ್ಪಂದ (Agreement) ಕಗ್ಗಾ. ಅತ್ತು
ಒಪ್ಪಂದ ಕಗ್ಗಾ ಅತ್ತು:-

ವೈದಲಸೆ ಸಾಧಕನಾರು

ವೈದಲಸೆ - ~~ಅಪ್ಪಿಡವಿಟ್~~ (ಅ) ತಃ ನಾ|| ವಿಯಾಪ್ಪಿಡವಿಟ್.
ವೈದಲಸೆ - ~~ಅಪ್ಪಿಡವಿಟ್~~ (ಅ) ತಃ. ಬಕೆವಾಪ್ಪಿಡವಿಟ್
ಒಪ್ಪಂದ ಕಗ್ಗಾ ಅತ್ತು ವೈದಲಸೆ.

ವಿರಡನೆ ಸಾಧಕನಾರು

(ಅ) ಗಾಬ್ಬಿ ಲಾಠಿ
ವಿಯಾ - ವಿಯಾಪ್ಪಿಡವಿಟ್. ವೈದಲಸೆ! ವೈದಲಸೆವಾಯ್ತು.
ವಿರಡನೆ - (ಅ) ತಃ. ವೈದಲಸೆ ಸಾಧಕನಾರು ವೈದಲಸೆ
~~ವೈದಲಸೆವಾಯ್ತು~~ ~~ವೈದಲಸೆ~~. ವೈದಲಸೆವಾಯ್ತು ವೈದಲಸೆ.

(ಅ) ತಃ. ಗಾಬ್ಬಿ ಲಾಠಿ

ನಾ ಅಪ್ಪಿಡವಿಟ್ (ಅ) ತಃ. ಒಪ್ಪಂದ ಕಗ್ಗಾ ಅತ್ತು
ಅಪ್ಪಿಡವಿಟ್ ವೈದಲಸೆ ನಾ ನಾ. ಅಪ್ಪಿಡವಿಟ್ ಅಪ್ಪಿಡವಿಟ್
ಕಗ್ಗಾ ಒಪ್ಪಂದವನ್ನು ವಾಪಸ್ಸಿಗೊಂಡು ಒಪ್ಪಿ
ಕೂ ವಾಪಸ್ಸಿಗೊಂಡು.

ಕಾರಾರ್ಥ:-

1. (ಅ) ತಃ (ಅ) ತಃ ನಾ ನಾ ಅಪ್ಪಿಡವಿಟ್ (ಅ) ತಃ
ಒಪ್ಪಂದ ಕಗ್ಗಾ ಅತ್ತು ಕೂ ವಿಯಾಪ್ಪಿಡವಿಟ್ ಕೂ ವಿಯಾಪ್ಪಿಡವಿಟ್
1. ಬಾ ನಾ ಸಾಧಕನಾರು ಒಪ್ಪಂದವನ್ನು ಕೂ ವಿಯಾಪ್ಪಿಡವಿಟ್

2. ನಾ ಕೂ ಕೂ (ಅ) ತಃ. (ಅ) ತಃ. (ಅ) ತಃ. (ಅ) ತಃ. (ಅ) ತಃ.
5 ರೂ. 'ಕೂ ವಿಯಾ' (ಅ) ತಃ. ಗಾಬ್ಬಿ ಲಾಠಿ
ವಿಯಾಪ್ಪಿಡವಿಟ್ ಕೂ ವಿಯಾಪ್ಪಿಡವಿಟ್.

- Left Hand* (568)



Problem-3

[illegible]

இரண்டாவது விவரம்:-

[illegible]

ಅತ್ಯಗ್ರಹ 24 ಲಿಂಗದ ಧರ್ಮದ ಮೂಲಕ
 ಸಂಪ್ರದ. 1ನೇ ಅತ್ಯಗ್ರಹ
 ಮೇಲೆ ಇದು ಸಹಜವಾಗಿ ಸಂಪ್ರದ. (ಅದರಲ್ಲಿ)
 ಇದರ 1 ಲಿಂಗದ ಮೂಲದ ಹಾಗೂ ಮೂಲ
 - 2. ಅದರಲ್ಲಿಯೂ ಉಳಿದಿದೆ ಇದರ
 ಮೂಲದಿಂದ (ಅದರಲ್ಲಿಯೂ) ಉಳಿದಿದೆ
 ಹಾಗೂ ಮೂಲದಿಂದ (ಅದರಲ್ಲಿಯೂ) ಉಳಿದಿದೆ
 2ನೇ ಮೂಲದಿಂದ (ಅದರಲ್ಲಿಯೂ) ಉಳಿದಿದೆ

ಕಂಪ್ಯೂಟರ್ ಪ್ರಾಜೆಂಟ್ :-

ಬಳಯೂತರ ವಾಡು ಉಪಯೋಗದ ಬಳು
 -ಯೂ ಅರಬಂದಲೂ ಸಮೀಪ ಸೂರನೂ
 ಕೂಡಲೂ ಇದ್ದೆ. (ಇದರ ಸಮೀಪ ಇದ್ದು
 ಇದ, ಸ್ವಸಕರ ಉಣ ಬರೂ
 ಅಸಾಧ್ಯತೆ ಅಸಾಧ್ಯತೆಯಾದ್ದುಂದೆ.

ಬಳು ಅರಬಂದಲೂ
 ಮೇಲೂಂದೆ ಅರಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ
 ಇದ್ದು ಅರಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ
 ಸಹ ಅರಬಂದಲೂ

ಬಳಯೂತರ ಉಣ
 ಲಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ ಸಹ
 ಬಳಯೂತರ ಅರಬಂದಲೂ ಅರಬಂದಲೂ
 ಸಹ ಅರಬಂದಲೂ

ಅಸಾಧ್ಯತೆ ಅಸಾಧ್ಯತೆಯಾದ್ದುಂದೆ
 ಅರಬಂದಲೂ ಅರಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ
 ಮೇಲೂಂದೆ ಅರಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ
 ಅರಬಂದಲೂ

(ಅರಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ
 - ಸಹ ಅರಬಂದಲೂ ಸಹ ಅರಬಂದಲೂ
 - ಸಹ ಅರಬಂದಲೂ)

ದಿನಾಂಕ:- 24/7/2022 ಸ್ಥಳ:- ಬರೂ

ಅವಶ್ಯಕತೆ ಸಹಿತ ಅನುಮೋದನೆ ಸಹಿತ ಬಹುಶಃ
ಬಹುಶಃ ಅಂತಹ ಅನುಮೋದನೆ.

II ನೇ ಪ್ರಶ್ನೆಗೆ ಬಹುಶಃ :-

ಬಹುಶಃ 3 ವರ್ಷದವರಿಗೆ ಬಹುಶಃ
ಸಹಿತ ಬಹುಶಃ ಅಂತಹ ಅನುಮೋದನೆ
ಅವಶ್ಯಕತೆ ಸಹಿತ ಅನುಮೋದನೆ
ಅವಶ್ಯಕತೆ ಸಹಿತ ಅನುಮೋದನೆ

ನೀ ಪ್ರಶ್ನೆಗೆ ಅಂತಹ ಅನುಮೋದನೆ
ಅಂತಹ ಅನುಮೋದನೆ ಅಂತಹ ಅನುಮೋದನೆ
ಅಂತಹ ಅನುಮೋದನೆ

ಅಂತಹ ಅನುಮೋದನೆ:-

ಬಹುಶಃ 3 ವರ್ಷದವರಿಗೆ ಬಹುಶಃ
ಅಂತಹ ಅನುಮೋದನೆ ಅಂತಹ ಅನುಮೋದನೆ
ಅಂತಹ ಅನುಮೋದನೆ ಅಂತಹ ಅನುಮೋದನೆ
ಅಂತಹ ಅನುಮೋದನೆ ಅಂತಹ ಅನುಮೋದನೆ
ಅಂತಹ ಅನುಮೋದನೆ ಅಂತಹ ಅನುಮೋದನೆ

26. 1980 ರ ಕೊಡವಾ ವರ್ತ ರಹಿತ ಕೈರೋವನ್ನು ಸಾ.ಸ.
ಆರೋಗ್ಯಕರವಾಗಿ ಮಾಡಿ (ಅಂತರರಾಷ್ಟ್ರೀಯ) ಪ್ರತಿಷ್ಠೆ
ಪಡಿಸಿ.

- செய்தல் : உயர்நீதிமன்றம்
 25 சனவரி 2019 வாங்கி 25
 25 சனவரி 2019 வாங்கி 25

ಮಾಹಿತಿ ಮತ್ತು (ಪ್ರಾಚಾರಿಕವಾಗಿ
ಜನಜನನದ ದಿವ್ಯ ಪ್ರಾಚಾರಿಕ ಶ್ರೀಮಂತ
ಈ ಶ್ರೀಮಂತ ಪ್ರಾಚಾರಿಕ ಪ್ರಾಚಾರಿಕ

ವಿವಿಧವಾಗಿ ಪ್ರಕೃತಿಯು ಸುಖವಾಗಿ ವಾಸಿಸುತ್ತಿರುವ
- ಸುಖವಾಗಿ ವಾಸಿಸುತ್ತಿರುವ ಸುಖವಾಗಿ ವಾಸಿಸುತ್ತಿರುವ
ಪ್ರಕೃತಿಯು ಸುಖವಾಗಿ ವಾಸಿಸುತ್ತಿರುವ
ಪ್ರಕೃತಿಯು ಸುಖವಾಗಿ ವಾಸಿಸುತ್ತಿರುವ

IVth Sem
IAE
ARBITRATION



Reg. No 10920111011

Page (64)

27.08.2022

P.G. Chaudhary

[Title] Arbitration Agreement Roll. no 16

The arbitration agreement caused an agreement [Arbitration deed] made on the date 27.08.2022 with the parties as mentioned below

1st Party - Mr. Shashi

Theatre Actor

Age - 29 years, occupation - Acting
Plot No 210, 1st Cross, 1st Stage
Bannerugatta, Bangalore -
Mob. no. xxxxxxxxxxxx

with

2nd Party - Parody Private Limited

Theatre Events, plot no 102, 1st Cross
1st Stage XI phase, Gandhi Nagar
Bangalore - 560001
Mob no xxxxxxxxxx

The above said parties are hereby agreed for Arbitration Agreement and given their consent that the Second party Parody Private Limited of above said private limited - Bangalore entered into a Contract with Mr. Shashi is noted Theatre Actor of said Address to perform acting work for one year in consideration of Rs 5,00,000/- [Rupees, five lakhs only] which is paid already as per the contract terms &

Conditions which is enclosed [a copy] here with for ready reference some important conditions are mentioned below before the Arbitrator is as under.

- 1) As per the agreement, Parody Private Limited - Bangalore has already paid Rs 5,00,000/- [Rs Five lakhs only] as Advance
- 2) As the advance amount received by Mr. Shashi, Theatre Actor, he has act and perform the acting work for one year as per his consent at Gubbi Veeranna theatre
- 3) Here in both the parties are agreed for, and act according to their terms and conditions laid down, that in case of any dispute the matter shall be referred to the arbitral tribunal

- Sd -	Sd)	Arbitrator
()	()	()
1st Party	2nd party	

Place:

Date:



7/10

page (66)

DATE

Reg No: 109020111011
Name: P. A. Choukmath
Sem: 1st Sem IAE
Date: 27-08-2022

Conciliation Process

Brief facts: Miss Sangeeta is a Singer. She made an agreement with Mr Arvind to sing in his theatre for one month with agreement bond to that effect Mr. Arvind has paid Rs 1,00,000/- [Rupees One lakh only] to execute work as entrusted.

1st Party: Mr. Arvind, theatre owner
Plot no XX,
Address: X.Y. Z,

2nd Party: Mrs. Sangeeta
Singer

Contention of Party I

- 1) Mr Arvind contended that he has suffered loss due to ill-health of Mrs. Sangeeta to perform the work as entrusted as per the agreement hence He approached Conciliation for Settlement
- 2) To arrange the event Mr. Arvind hired theatre for one month to that effect he has made advance rent of One month say about Rs 1,00,000/- [Rs One lakh only]

3) For the event Mr. Arvind has sold the tickets in advance of with the hope to perform well

4) Ultimately He want to sue against Miss-Sangeeta Sanger.

Contention of Party 2 Miss Sangeeta

that She was not able to sing in proper way for some days due to ill health, If it is forcibly do or sing in the ill health condition it affects, the performance is on skill and in good health

She may ready to sing for extra days which shade the loss

Att: Arvind

Id

Signature

Date:- 27.08.2022

NEGOTIATION

8/10

page (68)

DATE

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Reg No: 1920111011

Class Roll No 16

Name of the Candidate: P.G. Cherukmath

College: Dr. G.M. Patil's Law College
Dharwad

Defendant
Name: Shri Bargar
Director of Pharmaceutical Co
Bengaluru

As per Shri Bargar's lines the Kingfisher's negligency towards timing of Air lines delayed by 2 hours in reaching Delhi from Bengaluru

Facts of the case:

- 1) Contentions of the First Party Com Shri Bargar: Complaint that as being a Responsible Director for reputed pharmaceutical Company at Bengaluru He wants to attend Conference at Delhi on 22.03.2022 which is Scheduled and get the important project that his Company is well fit to do. On the same day he has planned to attend by mere hope that he will reach the destiny in early time through Airlines The Kingfisher Airlines But it got delayed by 2 hours Due to some reasons for that effect He claims for the refund of the Ticket value as well as for the Compensation for not being able to get the so called Contract which is assumed to get.

(Rfo)

(2) Contentions of Kingfisher Airlines

After hearing all these the Airlines Company straightaway reject this saying that they are not liable as the delay was due to some technical problem which was not within their control, and further they refuse the loss as faced by Tfr. Bargar to compensate the company in failure to get the project, it is their lookout, and responsibility and to reach Delhi is well in advance in particular hence the claim is based on mere assumption

Declaration

After hearing the both parties contentions then it is decided that, the first party complaints is not having any kind of use merit to get the Refund It is unlawful

Ist party
sd

IInd Party
sd

Negotiator

- sd -

Date: 19.09.2022

Place: Dr. GM Patil's Law College
du

5/10

MEDIATION

page (70)

Registration No: 19020111011

DATE
19/09/22

Class Roll No: 16

Name of the Candidate: P. G. Choukmath

Class: IVth Sem L&B

College: Dr. G. M. Patil Law College Sharwad.

Mediation Agreement between Pooja & Prakash on 19th Sept 2022

The purpose of the mediation was reestablished to a constructive and cooperative working relationship between Smt. Pooja and Shri Prakash the following comments and actions set out your agreement on how to act

1) Prakash Undertakes to

- i) Prakash denies the arguments and alleging of Smt Pooja that, he is working as a Manager in reputed State Bank of India, being responsible person and the head of the Kalyan Nagar branch it is inevitable do the work done on day to day basis there should be pendance. Hence being a educated and qualified Smt Pooja can understand my problems, moreover our house is very far away from my Bank @ Kalyan Nagar to Yalahankar the very out skirt of Bangalore and having heavy Traffic all the 24 hours, Since I am travelling Home to Bank by bus changing two buses to reach my destiny in transit there is waste of time in as usual and common factor in metropolitan cities. Hence Pooja filing case against me is funny thing it can be resolved in the house only.

Why unnecessarily wasting the time

2. Int. Pooja Undertakes to.

As per her alleging that, Shri Prakash is working as a Manager SBI in Rajaji Nagar Bangalore the working hours from 10 am to 530 hrs

Decision in Mediation

It was agreed that their residence placed in Yelahanka 40 kms far from Rajajinagar By and even traffic affects, he could not reach the house early but he decided to purchase the car and reach home as early as possible

Prakash

Signature

Pooja

Signature

Mediator

Signature

Date: 19.09.2022

Place: G.M. Patil's Law College
BBN

10th Sem

Reg No - 10920111013

Title

Arbitration Agreement

The arbitration agreement hereafter caused as an agreement made on the dtd - 27/08/2022 between the parties -

Between

Mr. Shashi Age - 21 years occupier - Actor
R/o the xyz place

Parties
toand

Parody Private Ltd. registered and company
Act & situated head office at Hubli

The both is the parties to agreement hereafter
called as party or parties

P R E C I S I O N

1. In this Mr. Shashi is an actor who makes an contracte 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 Cabbivanna theatre which belongs to Parody Company

P.T.O

3 - For the same Co 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 ~~th~~ in the future

5 - The Arbitration clause contains following details

- 'Substantive Part' :-

Arbitration clause

1 - the parties in the contract are governed by the substantive statutes

- Indian Contract Act 1872
- Companies Act

2. In the case of any dispute they have to ~~will~~ not move to the court but better the same by appointing the arbitrator according to

Sec-7 of the Act :- who is arbitrator

Sec-10 & 11 of the Arbitration Act -

gives the procedure to appoint the arbitrator

In the case of any dispute or claim they move to arbitrator & better the dispute & the ~~award~~ of the arbitrator

IVth Sem

Reg No - 10920111013

* ನರಸಾಹ ನರಸಾಹ ನರಸಾಹ - 2

ರೋಡ್ ನಂ 1/3 ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ

1st Party - ರೋಡ್ ನಂ 1/3 ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ

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* ರೋಡ್ ನಂ 1/3 ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ

2nd Party -

ರೋಡ್ ನಂ 1/3 ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ

* ರೋಡ್ ನಂ 1/3 ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ ಪೊಲೀಸ್ ಠಾಣೆ

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28 - ലെസ്

27/08/22

ଗୁରୁକାର୍ଯ୍ୟ :-

ବାହାରର ଲୋକ

Hals

Roll No - 10920111013

Sub -

IVth Sem

Negotiation -

Problem No - 3

Facts of Case: As given in the problem

Party 1 - Ramappa

Party 2 - Krishnappa

- * Ramappa while going on a pilgrimage to Kashi he approached Krishnappa & requested to ~~take~~ care of his 10 cows & Krishnappa agreed
- * After some days fire broke out & cattle shed got fire Krishnappa put his life under & take he saved the cows.
- * When Ramappa claimed cows back Krishnappa refused to give back cows.

Agenda of IT party -

- * Ramappa contended that it was the duty of Krishnappa to take care of cows and return them after he come from Kashi.
- * Ramappa ~~wanted~~ after he come from Kashi.
- * Ramappa wanted 10 cows back as they were given only for some days to take the care of cows

Agenda of II Party

- * Krishnappa contended that but for his saving the cows from fire the cows would belong to him

Bargaining -

After this dispute arose both Ramappa and Krishnappa decided to negotiate and solve their dispute

Settlement:-

After negotiation Ramappa convinced Krishnappa to return 10 cows to him. He also agreed to pay expenses of loss. Krishnappa agreed to return the cows to Ramappa.

Ramappa

RD

Krishna

KR

Roll No - 10920111013

IVth Sem

Sub - ADR (Mediation) - 4

Between

Radha - plaintiff(s)

- and -

Murali Defendant(s)

Agreement to Mediate
and
terms of Mediation

The parties agree to mediate with
Manohar on ADR chambers mediator
to attempt to settle their dispute
in relation to the above noted matter

Matter -

plaintiff stance according to
problem statement

- I - Radha is a wife of Murali
- II - Radha is being harassed by Murali
on the bases of dowry
- III - Radha demands for justice

D - 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

~~On Behalf of Radha~~

~~I have the authority to bind the~~

on behalf of Radha

I have the authority
to bind the company

Signature.



Print Name

Mahesh



on behalf of Murali

I have the authority
to bind the company



Murali