



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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(Signature)

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

7/10



Name - Suraj Godi.

Reg. No - 10920111102.

Sub - ADR.

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Date 27/08/2022

Arbitration Agreement

- 1) Arbitration Agreement. (hereafter referred to as the 'Agreement') is entered into as of parties to agree by and between with a mailing address of "Mr. Shauhi." as first party (hereafter referred to as the ^{first} party) and 'Parody' Private Limited as second party with mailing address of XXXX. (hereafter referred to as the second party) referred to as "parties" both of 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 "To Act at Theatre. hereafter referred to as the contract", which is attached & incorporated herein.

Disputes & differences 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 XYZ as (hereafter referred to as the Arbitrator) as their arbitrator.
2. Arbitrator Responsibility - The parties agree to refer the following matter and responsibility to the Arbitrator, if the aforementioned first party "Mr. Shauhi" fails to comply with this agreement or any of dispute arise between the above said parties in future with related to this.
3. Waiver - In the event that there are any disputes or controversies that arise between the parties pursuant to the terms of the above said Contract, then the parties are waiving their

Right to litigate these issues in Court & instead elect to have their dispute resolved through arbitration.

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

Both the parties agree that they would co-operate and lead evidence etc. with the arbitrators so appointed as expeditiously as possible and it is an express condition of this agreement that if any of the parties non-co-operates or is absent at the reference, the arbitrator would be at liberty to proceed with the reference ex-parte.

Having agreed to the above by the both the parties, the said parties affix their signatures to the agreement this 27/08/2022 day of Saturday of 27th of August 2022.

Date: ~~27/08/2022~~ 27/08/2022
Place: Dharmad

xxx

First party

xxxxx

second party

8/10

CancellationCancellationIst party : VanetaIInd party : P & K CompanyCancellation agreement
as held and settled date on 27/06/2022

Cancellation Being : Kira Kumar Dandhar.

Contention of partiesContention of Ist party :

Smt. Vaneta Aged about : 19 years.
Occupation : Student, Varun is her brother solely for her and to her parents, as Vaneta plead her brother Varun is deceased on 27/06/2022 while working for P & K Company at the site of construction, where he had got severe injuries which led to the death of her brother. With regard to her brother she claimed the compensation from the P & K company.

Contention of IInd party :

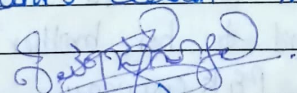
P & K company, Hukin Building, Marine Road, Kazakstan, India, as the ~~Part~~ Vaneta named women, claimed a compensation towards the death of her brother named Varun, being as to be the employee of our company. The Company is straight forwardly rejected the claim by mere saying that the Employee is not Employed by the Company directly. So we cannot give a compensation to the

death of Varun, to the Varada.

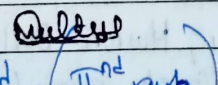
Conciliation outcome & conclusion.-

As dated on 27/01/2022 being a Conciliator to the Varada & P&K Company, heard & come towards that the life is more important, than the suffering party has to be minimally compensated, though the Varada had claimed 10,00,000/- towards the death of her brother & full time Employment of her into the P&K Company, hence the communication of both the parties are heard & taken into consideration & come forth to settle, that the P&K Company as per direction of the higher management board of the company had agreed to provide an full-time Employment & satisfactory 8,00,000 Rupees for the Honourum of the Employment of Varun in there Company.

As towards the parties are humbly agreed and obeyed each of the parties to settle down the claim & come to abide by the Conciliator's decision through the conciliation.


sl/- (1st party)

sl/- Conciliator.
reppal

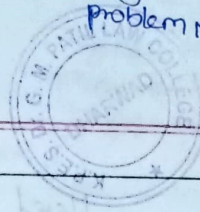

sl/- (2nd party)

Place - Dhawal.
Date - 27/01/22

7/10

Reg No - 1092011102
Problem No - 2.

Page 5



DATE
19 09 22

Negotiation.

Date - 19/09/2022

As on the day the Negotiation has made here under.

parties toward the Negotiation -

Ist party - Basavaraj.

IInd party - Manoj. [Retired Govt teacher]

The contention of the party's under the Negotiation is problem arose due to the tenant agreement and aspects of the Residential House.

The first party had alleged that the agreement term is still due, by abiding to the agreement he is refusing to leave the house of Manoj. The agreement is still in force upto March 2017, by being for 2 years of agreed residential house.

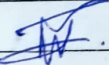
The second party had alleged that I have retired from teacher service, I am in need of house to stay in my own house, which I can't afford the rented house. Directed to leave house to the Basavaraj.

Parmer

Hereby I decided, and taken into consideration of the both the parties, we come to conclusion, that directing the Bessarab (first party) to stay for 3 months in the said house, to look & in search of other house, without objecting and after period of 3 months the said agreement will not be in force between the parties here under. The said house shall be handed over by the Bessarab to the Monq, with good humor and proper care.

place - Oranabad
Date - 19/09/22


Party - I.


Party - II.

6
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Reg No - 1092011102

Mediation No - 4.

Subject - Alternative Dispute Resolution.

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DATE
[] [] [] []

Problem No. 4.

Mediation.

Date - 19/09/2022

Mediator in the case - Suresh.

Parties Involved 1 - Radha (wife of ~~Murali~~ Murali)
2 - Murali (Husband of Radha/Prayed.)

As Dated on 19/09/2022 under the Mediation
the Dispute Among the parties is here under.

The matter here with related to
the dowry harassment, where the Husband has tortured
the wife for dowry, after the harassment, which
has effect her with life and livelihood of the
Married life, and she had lodged the Complaint
before the police, and police had taken the
custody of her husband naming Murali, and
police had produced the Murali (Husband) to the
Magistrate, there with here as dated on 19/09/22,
as the case referred on request of the party to
resolve in the Mediation.

The Mediator has come up to that
as concern over the parties as heard and agreed
by both the parties, the Husband and wife
agreed to lead a life and involve under good
behaviour to lead a more married life and
proper towards the Society of their well-being.
The Husband (Murali) has agreed and obeyed, to not
to involve such harassment in future with his
wife. As heard and resolved the Dispute.

Date 19/09/2022

Parties - self
2) self

[Signature]
[Mediator].

Parties Involved in Mediation

parties behalf of wife -

Sanjosh - Sanjosh

Amanesh - AS

parties behalf of Husband -

Anel -

Surel -

Place - Thane, India

Date - 19/09/2022

Surel

sd/-

[Mediator]

Sarekha Pooja

R.No.: 10920111103

Sem : IV Sem

27/08/2022


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(Titale)

Arbitration Agreement

The Arbitration Agreement, ಹೊಂದಾಣಿಕೆ
 ದಿನಾಂಕ 27/8/2022 ರಂದು ಖಂಡಾ ಲಕ್ಷ್ಮೀಗೌರವಾಚಾರ್ಯ
 ಸರ್ವಿಸ್‌ಪ್ರಾಜೆಕ್ಟ್‌ನಲ್ಲಿ.

Between

1. ને બાઈ.

③ ୪୪ : "ବାସାବ୍ଦ ୧। ବାସ୍ତବ : ବାସ୍ତବ : ନାମ
 ବାସ୍ତବ : xyz. Place.

ਪੰਨਾ ੨

'Prody' ಯು ಒಂದು ವಾಣಿಜ್ಯ ಕಂಪನಿಯು ಉದಾಹರಣೆ
 ಕೊಡಿಸಿರುವ ಕಡನಿಂತೆ ಪೌಷ್ಟಿಕ ಮೌಲ್ಯವನ್ನು
 ವಿಶ್ಲೇಷಿಸಿ:- ಒಂದು ಗ್ರಾಹಕರ ದೃಷ್ಟಿ.

2ನೇ ತಾಳೆ : ಗಾಬ್ಬ ಬೀರಣಿ ಕೂಡಿಸಿ.

1. ದೀರ್ಘಾಯಾಚಾರಿ ಉಚಿತವಾಗಿ ಬಿಟ್ಟು ನಡೆಸುವುದು ಒಂದು
ನಡವಳಿಕೆಯನ್ನು ಮಾಡುವುದು. ಇದನ್ನು ಪ್ರಾಜೆಕ್ಟ್
ಪ್ರಾಜೆಕ್ಟ್‌ನಿಂದ Project ಎಂಬ ಪದವಿನಿಂದ
ಉಚಿತವಾಗಿ ಬಿಟ್ಟು ನಡೆಸುವುದು
ಪ್ರಾಜೆಕ್ಟ್‌ನಿಂದ Project ಎಂಬ ಪದವಿನಿಂದ

೨೪ Prody ಪೇಟಾ ಕಠಿಣವಾರ ವಾಕ್ಯದ ಸತ್ಯವು
ಹಿಡ್ಡುವದಾಗಿರುತ್ತದೆ.

Prody Company

26 Prody yony zozhnyaya zhyonayshymy
 yomay yozhnyaya yozhnyaya yozhnyaya 5.0000
 yozhnyaya yozhnyaya yozhnyaya yozhnyaya yozhnyaya

4) ಬಹು ಬೆಂಚುಗಳಿಗೂ ಬರಬೇಡಿ. ಬೆಂಚುಗಳಿಗೆ ಸಂಬಂಧಿಸಿದವು.

ಮಾಧ್ಯಮಿಕೆ ಮತ್ತು ಒತ್ತಾಯ

ಒತ್ತಾಯವು ಒಂದೇ ಧಾರ್ಮಿಕ ಮತ್ತು ಒತ್ತಾಯವಾಗಿ
 ತೆರೆಯುವ ಬಂದರಿಗೆ ಒಂದು ಕೆಳಗಿನ ಕಾನೂನು
 ಒತ್ತಾಯ

The Arbitration Clause between below details.

Substive Part.

Administrative Clause

1. Indian Contract Act 1872 : 2
 — Companies Act.

5) ನಂತರ ಒಂದು ಒಂದೇ ಒತ್ತಾಯವಾಗಿ ನಿಧಾನ
 -ದ ನಿಧಾನವಾಗಿ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ
 ಒತ್ತಾಯವಾಗಿ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ
 ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ

6) ನಂತರ 1ನೇ ಒತ್ತಾಯ 2 ಒತ್ತಾಯವಾಗಿ ಬಂದರಿಗೆ
 ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ

7) ನಂತರ 1ನೇ ಒತ್ತಾಯ 2 ಒತ್ತಾಯವಾಗಿ ಬಂದರಿಗೆ
 ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ

ಈ ಒತ್ತಾಯವು ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ
 ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ
 ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ
 ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ

Place

Dharmad

Date: 28/8/2022

ನಂತರ ಬಂದರಿಗೆ ಬಂದರಿಗೆ ಬಂದರಿಗೆ

ಬಂದರಿಗೆ

ತೆರೆಯುವ ಬಂದರಿಗೆ

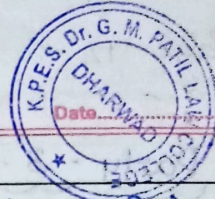
1ನೇ ಒತ್ತಾಯ

2ನೇ ಒತ್ತಾಯ

ಬಂದರಿಗೆ ಬಂದರಿಗೆ

Surekha Poojar
R.N.: 10920111103
IV Sem
Subject: ADR

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Party - 1. (Abhijit Gupta and Wife)

Party - 2. (Mysore Kirloskar Pvt. Ltd)

Party : 1

— ಅಭಿಜಿತ್ ಗುಪ್ತಾ ಅವರ ವೈಯಕ್ತಿಕ ಕೆಲಸಕ್ಕೆ
 - ರ್. ಟ್ರೈ. ಉ. ನೆ. ಉದ್ಯೋಗವಾಗಿದ್ದು ಅವರ ತನ್ನ ಕೆಲಸಕ್ಕೆ
 ಬಂದಿರುವ ಮನೆಗೆ ಆರಂಭಿಕವಾಗಿ ಮಾರ್ಗದರ್ಶಿ ದೃಢೀಕರಣ
 - ಗಳಿಸಿದ ನಿವಾಸಗುರುತಿ: ಅವರ ಮೊದಲನೆಯ ಅಂತರ
 ಅಂತರವು, ಬಂಡು ಬಾಡಿಗೆ ನಂತರ ಮೊದಲನೆಯ
 ಮೊದಲನೆಯ ನಂತರ ಮೊದಲನೆಯ ದಿನ ಸಿದ್ಧವಾಗಿರುವ ಕಡೆಯಿಂದ
 ಕಡೆಯಿಂದ ಬಂದಿರುವುದರಿಂದ ಅವರ ಕೆಲಸಕ್ಕೆ ಸ್ವಲ್ಪ
 ತೊಂದರೆಯನ್ನು ನಡೆಸಿ ಮನೆಗೆ ನಡೆಸುವುದು ದಾಗಲಿ ಅಥವಾ
 ಮುಗಿಸಿ. ಸಂಬಂಧವು ಒಂದೇ ಒಂದು ಒಂದು ಒಂದು
 ಕಡೆಗೆ ಬಂದಿರುವುದರಿಂದ ರೂ. 12.00.000 ರೂ.ಗಳನ್ನು
 ದಿನ ಸಿದ್ಧವಾಗಿ ಮಾರ್ಗದರ್ಶಿ ದಾಗಲಿ ನಂತರ ಅಂತರವು ಸೇರಿ
 ನಂತರ ಬಂದಿರುವುದರಿಂದ ಒಂದು.

→ ಕೆಲಸದ ಪ್ರಕಾರ ದೃಢೀಕರಣವಾಗಿದೆ.

→ ಅಂತರವು ಮೊದಲನೆಯ ಅಂತರವು ಮೊದಲನೆಯ
 12.00.000 ರೂ.ಗಳನ್ನು ಬಂದಿರುವುದರಿಂದ

→ ಅಂತರವು ಮೊದಲನೆಯ ಅಂತರವು ಮೊದಲನೆಯ

Party : 2:

- ಮೊದಲನೆಯ ಕೆಲಸಕ್ಕೆ ಸೇರಿ ಟ್ರೈ. ಉ. ನೆ. ನೆ.
- ಕಡೆಯಿಂದ ಅವರ ಕೆಲಸಕ್ಕೆ ಅವರ ನಂತರ
- ಕಡೆಯಿಂದ ಕೆಲಸದ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಅಂತರವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು
- ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು ಸೇರಿ ಸಂಬಂಧವು

Partly - 3. ಅಧ್ಯಯನಕಾರರ

ಈ ಒಂದು ಮೇಲಿನ ಒಂದು ವಾದ ಮೂಡಿಸುವ
 (ಕೆಳಕಂಡ ನಾಲ್ಕರೇ) ಅಧ್ಯಯನಕಾರರೇ ನಾವು ಈ
 ಆಲೋಚನಾತ್ಮಕ ಒಂದಿರಬೇಕು.

→ ಒಂದೊಂದು ಅಧ್ಯಯನಕಾರರೂ ಮೇಲಿನವರೂ ಹಲವಾರು
 ಅಭಿಪ್ರಾಯಗಳನ್ನು ಹೊಂದಿದ್ದಾರೆ. ಒಂದು ನಾಲ್ಕನೇ ಅಥವಾ
 ಅಧ್ಯಯನಕಾರರೂ ಒಂದೊಂದು ಅಥವಾ ಒಂದೊಂದು
 ಅಭಿಪ್ರಾಯಗಳನ್ನು ಹೊಂದಿದ್ದಾರೆ. ಒಂದು ನಾಲ್ಕನೇ ಅಥವಾ
 ಅಧ್ಯಯನಕಾರರೂ ಒಂದೊಂದು ಅಥವಾ ಒಂದೊಂದು

→ 12.00.000 ರೂಪಾಯಿಗಳ ಬಡ್ಡಿಗೆ

→ 6.00.000 ರೂಪಾಯಿಗಳ ಬಡ್ಡಿಗೆ, ಒಂದು ಅಥವಾ
 ಅಭಿಪ್ರಾಯಗಳನ್ನು ಹೊಂದಿದ್ದಾರೆ. ಒಂದು ನಾಲ್ಕನೇ ಅಥವಾ
 ಅಧ್ಯಯನಕಾರರೂ ಒಂದೊಂದು ಅಥವಾ ಒಂದೊಂದು
 ಅಭಿಪ್ರಾಯಗಳನ್ನು ಹೊಂದಿದ್ದಾರೆ. ಒಂದು ನಾಲ್ಕನೇ ಅಥವಾ
 ಅಧ್ಯಯನಕಾರರೂ ಒಂದೊಂದು ಅಥವಾ ಒಂದೊಂದು

Place :- Dharwad

Date :- 27/08/2022

ಪ್ರತಿಷ್ಠೆ: ೨. ಕಿಂಗ್‌ಫಿಶರ್ ಕಾಂಪೈಸ್ ವರ್ಕ್‌ಶಿಪ್.

ಕಿಂಗ್ ಫಿಶರ್ ಕಾಂಪೈಸ್ ವರ್ಕ್‌ಶಿಪ್ ಅನ್ನು ಪ್ರಯೋಗ
ಪ್ರಯೋಗದ ಮೂಲಕ ಈ ಕೆಳಗೆ ಕೆಳಗೆ
ನಿರ್ದೇಶಿಸಲಾಗಿದೆ. ಈ ಕೆಳಗೆ ಕೆಳಗೆ
ನಿರ್ದೇಶಿಸಲಾಗಿದೆ. ಈ ಕೆಳಗೆ ಕೆಳಗೆ

Conclusion : ಅಭಿಪ್ರಾಯ

* ಕಿಂಗ್‌ಫಿಶರ್ ಕಾಂಪೈಸ್ ವರ್ಕ್‌ಶಿಪ್ ಈ ಕೆಳಗೆ
ನಿರ್ದೇಶಿಸಲಾಗಿದೆ. ಈ ಕೆಳಗೆ ಕೆಳಗೆ
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ನಿರ್ದೇಶಿಸಲಾಗಿದೆ. ಈ ಕೆಳಗೆ ಕೆಳಗೆ
ನಿರ್ದೇಶಿಸಲಾಗಿದೆ. ಈ ಕೆಳಗೆ ಕೆಳಗೆ

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* ಕಿಂಗ್‌ಫಿಶರ್ ವರ್ಕ್‌ಶಿಪ್ ಈ ಕೆಳಗೆ
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ನಿರ್ದೇಶಿಸಲಾಗಿದೆ. ಈ ಕೆಳಗೆ ಕೆಳಗೆ

Party - 1 Bharghav

Party - 2 Kanyashree Airlines

Date :- 18-09-2022

Place : Dhawar

1. ಆದ್ಯಕ್ಷಣಿಕ :

ಅಕೌಶ ಎಂಬವರು ಒಬ್ಬರೂ ವ್ಯಾಪಾರಿ
ಬದ್ರುಗದಾಶನಾಸಿದ್ದರಿಗೆ ಒಬ್ಬರು ವ್ಯಾಪಾರಿ ಎನಿಸಿಕೊಂಡ
ರಿಸಿದ್ದರಿಗೆ ಅವರು ಕಾಶ್ಮೀರನಗರ ಹೋಗುವಾಗ ಅವರು
ಬೆಂಗಳೂರಿಗೆ ಬಂದಾಗ ಅವರು - ಒಬ್ಬರು ಬೆಂಗಳೂರಿಗೆ 50.000
ರೂಪಾಯಿಗಳ ಬಾಡಿಗೆ ಎಂದರು.

5-30 ಕೆಎಂ ರವರಿಗೆ ಸ್ವಂತ ಬಿಡುಗಡೆ ಮಾಡಲಾಗಿದೆ. ಕೆಎಂ
 ಕೆಎಂ ರವರಿಗೆ ಸ್ವಂತ ಬಿಡುಗಡೆ ಮಾಡಲಾಗಿದೆ. ಕೆಎಂ
 ಕೆಎಂ ರವರಿಗೆ ಸ್ವಂತ ಬಿಡುಗಡೆ ಮಾಡಲಾಗಿದೆ. ಕೆಎಂ

ಪೊತ್ತಾ ಎಂಬುವವರು (ಅಕಾಶ ಗ್ರಾಂಥಕ್ಕೆ
-ಯೆಂದಿದ್ದು) ಗ್ರಾಂಥ ಎಂಬುದನ್ನು ಪೂಜಿಸುವ (ಅಥ
ವಿನಯ 5.30 ರ ನಂತರ ಗುರುತಿಸಿದ ಬಂದಾ
ತೊಡುವಾಗ ಗ್ರಾಂಥ ಗ್ರಾಂಥ (ಅಕಾಶ ಗ್ರಾಂಥ
5.30 ಬಂದವರ ಬಂದಾ 8.00 ಘಂಟೆಗೆ ಮುಕ್ತವೂ
ಗ್ರಾಂಥ ಬಂದಾ ಬಂದಾ ವಿನಯ ಗ್ರಾಂಥ ಅಥವಾಗ್ರಾಂಥ
ಗ್ರಾಂಥವಾಗುತ್ತಾ. ಗ್ರಾಂಥ ಗ್ರಾಂಥ ಗ್ರಾಂಥವಾಗುತ್ತಾ
ಗ್ರಾಂಥ ಯೆಂದಿದ್ದು. ಗ್ರಾಂಥವಾಗುತ್ತಾ ಗ್ರಾಂಥ ಗ್ರಾಂಥ
ಪೊತ್ತಾ ಎಂಬುವವರು ಗ್ರಾಂಥ (ಅಕಾಶ ಗ್ರಾಂಥ) ಕೆಳಕಂಡ
ಗ್ರಾಂಥವಾಗಿದೆ ಬಂದಾ ಗ್ರಾಂಥವಾಗಿದೆ ಪೊತ್ತಾ (ಅಕಾಶ
ಗ್ರಾಂಥವಾಗಿದೆ) ಗ್ರಾಂಥವಾಗಿದೆ ಗ್ರಾಂಥವಾಗಿದೆ ಗ್ರಾಂಥವಾಗಿದೆ
ಗ್ರಾಂಥವಾಗಿದೆ - 2005 ರ ಗ್ರಾಂಥವಾಗಿದೆ ಬಂದಾ
ಗ್ರಾಂಥವಾಗಿದೆ. ಗ್ರಾಂಥವಾಗಿದೆ.

(Mediation) ಮಧ್ಯಸ್ಥಿಕಗತನ ಪರಿವರ್ತನಾ ಪ್ರಕ್ರಿಯೆ

ಮದ್ಯಕ್ಷಿಗಾರನು ಬಂದಾಗ ತಪ್ಪಾಗಿರಬಹುದಾಗಿ
ನಿರ್ದೋಷವಾಗಿರುವ ನಂತರ ಈವರೆಗೆ ಈ
ವಿಷಯವನ್ನು ಕುರಿತು ಯಾವುದೇ ಕೆಲಸ
ನಿರ್ದೋಷವಾಗಿ

- ① ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ವ್ಯಾಪಾರಿ ವ್ಯಾಪಾರಿಗಳಿಗೆ
ಈ ಸಂದರ್ಭದಲ್ಲಿ ತೆರಾಕರವಾರು ವ್ಯಾಪಾರಿಗಳಿಗೆ
ಈ ಸಂದರ್ಭದಲ್ಲಿ ತೆರಾಕರವಾರು ವ್ಯಾಪಾರಿಗಳಿಗೆ
ಈ ಸಂದರ್ಭದಲ್ಲಿ ತೆರಾಕರವಾರು ವ್ಯಾಪಾರಿಗಳಿಗೆ
- ② ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
- ③ ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
- ④ ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು
ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು ತೆರಾಕರವಾರು

~~2000~~ Party - 1 - Prakash

Party-2 - Pooja

Mediation -

Date:- 19.09.2022

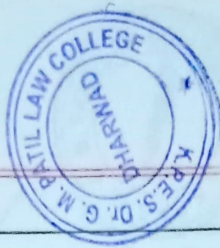
Place: Dhulewad -

mediator

Surekha. P.

Quar

8/10



Reg No. 1092011105

Sem - IV sem Page 17

Date.....

ARBITRATION AGREEMENT

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 near KPS college, 8th main 8th cross Dharwad 580001 (hereinafter referred to as the "second party") collectively referred to as the parties, "both of whom agree to be bound by this agreement."

The business relationship between the parties commenced on 27/08/2022 as depicted in the original business contract namely X72 (hereinafter referred to as the "Contract") which is attached and incorporated herein.

Disputes and differences 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 SMD (hereinafter 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

- If shashi "first party" fails to work beginning 6 months he has to return all ₹500000 to the second party.
- Working after 6 months if "1st party" fails then he has to pay for his work 6 months from the second party.

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

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 made and entered into between Mr Shashi f Parodi private Ltd on 27/05/2022 witnesseth as follows

Whereas differences and disputes have arisen between the parties

above mentioned regarding the matter of contract of and the parties could not mutually settle the matter. Now the parties agree that the matter as under be referred to arbitration to obtain an award.

(c) For the purpose of final determination of the dispute, the matter will be referred to Mr. Choshi, nominated by one party & Mr. Oog, nominated by the other party, as arbitrators and their award shall be final and binding on both the parties.

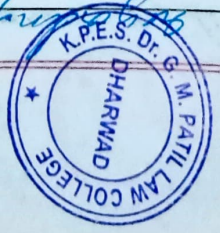
(2) If disputes should arise b/w the said two arbitrators on the questions referred to them.

(3) A reasonable time-limit may be fixed after consulting the arbitrators for the grant of the award.

(4) The provisions of the Arbitration and Conciliation Act 1996 so far as applicable

(5) Both the parties agree that they would co-operate and lead evidence etc.

(6) It is an express stipulation that award passed by the said arbitrators shall be binding on the parties.

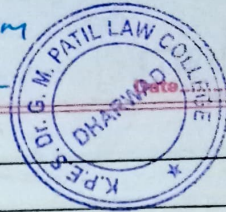


Having agreed to the above by both the parties the said parties affix their signatures to this agreement this 27/08/2022. Sharnad.

Signature I
RB

Signature II
RB

6
10



Conciliation Agreement

Party I Contention

Name - Meen wife of Abhyat Grupt
praying for grant of ₹ 12 lacs
compensation under Employers Com' Act 1923
after 2 years death of her husband

Party II Contentions:

Myson kirkloker Pvt. Ltd

→ rejects claim of Ist party
reasons

- ① death not occurred during the course of employment
- ② Cause of death has happened elsewhere outside the premises & after the work hours.
- ③ other legal heirs have not joined
- ④ the claim is barred by limitation

Conciliation

⑩ • The employer has come from the office not from any elsewhere
so the Myson Private Ltd company has to give minimum 6 lakh rupees to her. She has no other income source to run the day today life.
delayed in claiming amount as she has less knowledge regarding the same

First Party
Second Party

Conciliator:

NEGOTIATION

Bargav is represented the co' in taking various projects of Airlines. Its negotiation between 'Bargav is a Director of Pharmaceutical Company and Airlines

After when Airlines reject this saying they are not liable as the delay was due to some technical problem which was not within their control later they decided to negotiate.

① Negotiation proposed by Bhargav.

Bhargav is Director of Pharmaceutical Company located at Bangalore he lost the project contract due to flight delayed. The conference was held in the Delhi firstly he had asked the ₹ 25000 flight ticket and compensation of ₹ 100000 from the Airlines

② Negotiation proposed by Airlines

The Airlines disagreed to give the ch ticket charge because the problem was not its control. It out of control so the Airlines is saying that it is not liable to give any charge and compensation

Finally The Airlines company decided to give the flight ticket charges.

Negotiation b/w Bhargav vs Airlines

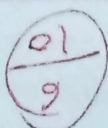
Date - 14/09/2022

Reg. 1052011105

Sem. IV

Sub. ADR

Mediation



DATE 19/04/22

Page 23

Mediation Agreement between Rojia &

Rajkash on 19-09-2022

The purpose of the mediation was to establish

a constructive & co-operative working relationship b/w

Robert Rojia & Rajkash The following commitments

and actions set out your agreement on how to do this

1. Rojia undertake to

- (a) Not and cross checking by Rajkash
- (b) Talk to Rajkash more
- (c) Talk early while ideas are growing
- (d) Relive that success will be appreciated

2. Rajkash undertake to

- (a) Make sure he doesn't expect justice from Rojia.
- (b) Separate take to the extent possible
- (c) Be aware of e-mail trips
- (d) Take care of that all issues in reports have been extensively discussed.

3. It was also agreed that if things become difficult between Rojia and Rajkash they are contented by the behavior of the other, they would talk each other or discuss their concerns.

4. The agreement will remain confidential signed

Rojia

Rojia friend & L.M.N

Rajkash
Rajkash friend & 2009

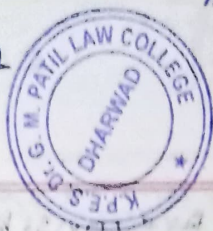
Mediators $\rightarrow$ X & Y



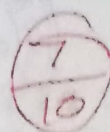
Name - Vedavati T.L

Reg - 10 920111107

Sem - IVth



G.M. PATIL LA



Page 24

Date

Title: Arbitration Agreement

The Arbitration agreement hereafter caused as an agreement made on the date 27/08/22 between the parties

Between,

Mr. Shashi Age 21 years - occupation Actor
R/o the Xyz place

And
Parody private Ltd registered under
companies act and situated head office of
Hubli

The both parties to agreement hereafter caused as party or parties.

Recitals

The business relationship between the parties commenced on 27/8/2002 as defined in the original business contract namely "arbitration agreement" which is attached and incorporated herein
disputes and differences have arisen between the parties. The parties recognise that litigation in court can be a time consuming and expensive process.

1. Arbitration: The parties have appointed Xyz as the arbitration agent out of dispute with a view to

2) Arbitration Responsibilities :-

The parties agree to refer the following matters and

responsibilities to the arbitration

1. He should complete or settle the matter within time.

2. He should and according to needs of the parties and matters

3. He should not be biased and give the true order.

4. Waiver :- In the event there are any disputes or controversies that arise between the parties pursuant to the terms of the awarded contract then the parties and waiving their right to litigate their issues in court and instead elect to have their disputes resolved through arbitration.

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

Specimen of Arbitration Agreement to refer the dispute to two arbitrators

This agreement made and entered into between Mr. ^{Shree} and Mr. Parade put Ltd on the day 27/08/2022 as follows.

whereas difference and disputes have arisen between the parties about mentioned regarding the matter above mentioned ~~take~~ taking more time than prescribed time and the parties could not mutually settle the matter as under be referred to arbitration to motion on award.

- 1) for the purpose of final determination of the dispute the matter will be referred to Mr. nominated by one party and Mr. Parade nominated by other party.

as arbitration and then award of station parties

signature I



Date: 27/8/2022

place Dharwad

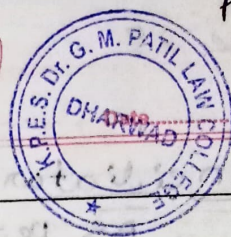
signature II



Ist party Shree age 40

IInd party Parade put 1st age 50
Arbitration Xyz

8/10



problem - 3

Mod 20 Conciliation

1) First party contention:-

Here first party miss sangeeta had been entered into a contract with Mr. Arvind.

* The contract was formed between them that miss sangeeta had agreed to sing in Mr. Arvind's theatre for one month for which she has given Rs 1,00,000/- in advance.

The next after some days of contract miss Sangeeta becomes ill and was not able to perform due to illness.

2) Second party Contention:-

Here second party is referred as Mr. Arvind.

* The contract undergone between Mr. Arvind and miss sangeeta during the duration of contract falls ill & wasn't able to perform which caused loss to Mr. Arvind as miss sangeeta had already taken money in advance & wasn't able to perform.

* So considering the second parties loss Mr. Arvind sues miss sangeeta for all the profits he would have made if miss sangeeta had been able to sing.

Conciliator :-

As per the case the situation of both the parties it states that miss sangeta wasnt responsible for the loss as it wasnt intentionally done for the loss of mr Arvind.

As per the case conciliator give two proposals to the parties.

- 1) He says that either miss sangeta should pay the loss caused by her to mr Arvind.
- 2) Or that mr Arvind should extend the contract for another month with paying any thing to the other party so that the dispute wouldnt arise.

Conclusion :-

According to the conciliators proposal mr Arvind and miss sangeta made a decision that miss sangeta would continue her contract of singing in the area for a month without accepting anything in return.

1) Sign of First party

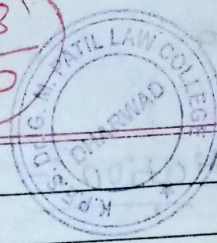
1) Heer, and 2) vedavati

2) Sign of second party

1) Shrutti and 2) Roopa.

Sign of Conciliation

1) Reshwar + 2) Bhargavi

8
10DATE Negotiation.

- 1) First party - Ramappa
- 2) second party, (second party) - Krishnappa.

Negotiation - X42

1) * First party contention :-

Ramappa being first party he. While going on pilgrimage to kashi. kashi approached Krishnappa & he made him a request to look after his cows in his cattle shed. Krishnappa agreed. So.

- * Now Ramappa has returned from kashi & claimed his cows back but Krishnappa back off due some reason. the matter is set for negotiation.

2) second party contention :-

second party that is Krishnappa he was approached by Ramappa to look after his cows but after Ramappa went to kashi. few days later fire broke out in neighbourhood & the cattle shed also caught fire.

- * Now when Ramappa is claiming his cows back Krishnappa is not willing to give as he had risk his life and saved cows from cattle shed which had caused fire.

- * so according to second party the cows would be no more as he saved it should belong to him.

Negotiation:-

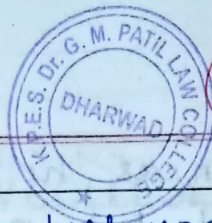
* Negotiation decision:-

- * Negotiation after studying the case come with a decision that the fire caught was accidental & the cows belong to Ramappa legally.
- * As Krishnappa had risked his life to save the cows now it's the duty of Ramappa to give him the credit.
- * So the negotiation come the a way where both the parties has win - win negotiation.
- * And some compensation should be given to Krishnappa as credits as he deserves it & Krishnappa should return back cows to him.

First party sign - Ramappa - (R)

second party sign - Krishnappa - K

Negotiation sign - X Y Z

mediation

6
10

DATE

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mediation Agreement between Neeraj Kaw.
and Rakesh Goutam.

Two parties

1) Neeraj

2) Rakesh Goutam.

1) First party Contention:-

Contention of first party. Neeraj Kaw.
who has a residential house. has self
acquired property in area of Saptapur
Dharwad. He gifts his house on 12th Feb.
2017 to Nitin who is his sister's son.
The gift his given is not registered.
Here Neeraj has provided or given his
self acquired property by his own will
to his sister's son. As its self acquired
property of Neeraj he has all the rights
to give it of his own choice.

2) Second party Contention:-

Here the second party i.e. Rakesh
and Goutam who are the sons of first
party Neeraj Kaw. files suit to recover
the possession from Nitin on the ground
that the gift is not valid because after
one year lapses it is still not registered
so they want to claim their father's property
as they are the legal heirs and the
gifts which is been given to Nitin by
their father is not registered
legally.

mediation decision :-

Now Nitin as he got the property as a gift but not registered after one year over lapse.

* But Nitin still has the Chona to register his property where as the time that is at there year.

* so the mediator come to the conclusion that the gift provided to Nitin is self acquired it can not be exchanged as it's been passed through his own will.

* And Rakesh & Goutam should be given their shares accordingly by their father.



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Page - 33

Date 27-02-2022

Name :- Veena L. Poojary

Roll No - 1902011108

Sem - IV

Sub - ADR

ಅರ್ಜಿದಾರ ಮತ್ತು ಎದುರುಕಾರರ ನಡುವಿನ ವಿವಾದ
-ವಸ್ತು ವಿವರಿಸಲು ಮಧ್ಯಸ್ಥಿಕಾರನ ನೇಮಕ

ಮಧ್ಯಸ್ಥಿಕಾರನ ನಿಯಮಗಳು

ಅರ್ಜಿದಾರರು : 1ನೇ ತೀರ್ಪು : ADR ನಲ್ಲಿ ನಡೆಸಲಾಗಿದೆ. ಎಲ್ಲವೂ

ಎದುರುಕಾರರು : 2ನೇ ತೀರ್ಪು : ಇನ್ನೂ ಎಲ್ಲವೂ ಕೊನೆಗೊಂಡಿಲ್ಲ

ಇದನ್ನೇ ತೀರ್ಪು : 2ನೇ ತೀರ್ಪಿನಂತೆಯೇ ಕೊನೆ ಮಾಡಿಕೊಳ್ಳುತ್ತೇನೆ
ಇದ್ದರೂ ಕೆಲವು ಅಂಶಗಳನ್ನು ವಿವರಿಸಿದೆ.

ಕೆಲವು ಅಂಶಗಳು

1. 1ನೇ ತೀರ್ಪಿನಂತೆಯೇ ನಾನು 2ನೇ ತೀರ್ಪಿನಂತೆಯೇ
ಬೇಕೆಂದು ಬಯಸುತ್ತೇನೆ. ಅಂದರೆ ವಿವಾದ - 02-03-2022
ರಂದು ವಿವಾದ - 02-03-2022 ಆಗಿತ್ತು. ಇದನ್ನೇ
ಇದ್ದರೂ ಮಾಡಿಕೊಂಡಿದ್ದು ಇದ್ದಂತಿದೆ.

2. ಕಡಲೆ 1ನೇ ತೀರ್ಪಿನಂತೆಯೇ ನಾನು 2ನೇ ತೀರ್ಪಿನಂತೆಯೇ
ಕಡಲೆಕಾರರ ಕೊನೆಗೊಳ್ಳುತ್ತೇನೆ. ನಡೆಸಲಾಗಿದೆ. ಕೊನೆ ಮಾಡಿದೆ
ಎಂದು ಇದ್ದರೂ ಬಾಕಿ ಇದ್ದಂತಿದೆ.

3. ಕಡಲೆ 2ನೇ ತೀರ್ಪಿನಂತೆಯೇ. ಉದಾಹರಣೆ 5,00,000/-
(ಐದು ಲಕ್ಷಗಳು) 1ನೇ ತೀರ್ಪಿನಂತೆಯೇ ನಡೆಸಲಾಗಿದೆ
ಇದ್ದರೂ ಬಾಕಿ ಇದ್ದಂತಿದೆ.

4. ಕಡಲೆ ಇದ್ದರೂ ಕಡಲೆ 1ನೇ ತೀರ್ಪಿನಂತೆಯೇ
ಕೊನೆಗೊಳ್ಳುತ್ತೇನೆ. ಎಲ್ಲವೂ ಕೊನೆಗೊಂಡಿಲ್ಲ
ಎಂದು ಎಲ್ಲ ಕಡಲೆಗಳನ್ನೂ ಮಾಡಿಕೊಂಡಿದೆ
ಎಂದು 2ನೇ ತೀರ್ಪಿನಂತೆಯೇ ಇದ್ದಂತಿದೆ.

Left: 1000

ವಿಷಯ - 2 ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿ.

ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿಯ ವಸ್ತು ವೈಯಕ್ತಿಕ
ಪಾಲಿಸಿಗಳಿಗೆ ಅನ್ವಯಿಸುವ ಅದರ ಕೆಲವು ನಿಯಮಗಳು
- ಸೇವಾಧಿಕಾರಿಗಳು ಅದರ ಕೆಲವರ ವಾಸ್ತವಿಕತೆ
ಅದರ ಕೆಲವರ ನಿಯಮಗಳನ್ನು ಎಂಬುದು ಕೇಳಬಹುದು.

ಕೇಂದ್ರೀಕರಣ.

ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿಯ ಕೇಂದ್ರೀಕರಣ
ವಿಷಯಗಳನ್ನು ಅಧಿಕಾರಿಗಳು ಕೇಂದ್ರೀಕರಣಿಸಿ
ಅದರಲ್ಲಿ ಒಂದು ಎಲ್ಲರಿಗೂ ಅದರ ಅಂತರ
ನಿಯಮಗಳನ್ನು ಕೇಂದ್ರೀಕರಣಿಸಿ ಎಲ್ಲರಿಗೂ ಸೇವಾಧಿಕಾರಿ
ಬಳಸಲು ಕೇಳಬಹುದು ಎಂಬುದು ಕೇಳಬಹುದು.

* ಇದರಲ್ಲಿ ನಾವು ನೋಡುವುದು ಕೆಲವು
- ಎಲ್ಲವೂ ಕೇಂದ್ರೀಕರಣಿಸಿ ನಾವು ಕೇಳಬಹುದು
ಎಂಬುದು ನಾವು ಕೇಳಬಹುದು ಎಂಬುದು ಕೇಳಬಹುದು
ಎಂಬುದು ಕೇಳಬಹುದು ಎಂಬುದು ಕೇಳಬಹುದು.

* ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿಯ ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿಯ
ಕೇಂದ್ರೀಕರಣಿಸುವ ಕೆಲವರ ಕೆಲವರ ಕೇಂದ್ರೀಕರಣಿಸುವ
ನಾವು ಕೇಳಬಹುದು ಎಂಬುದು ಕೇಳಬಹುದು ಎಂಬುದು ಕೇಳಬಹುದು
ಎಂಬುದು ಕೇಳಬಹುದು ಎಂಬುದು ಕೇಳಬಹುದು.

* ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿಯ ಕೇಂದ್ರೀಕರಣಿಸುವ
ಕೇಂದ್ರೀಕರಣಿಸುವ ಕೇಂದ್ರೀಕರಣಿಸುವ ಕೇಂದ್ರೀಕರಣಿಸುವ
- ಕೇಂದ್ರೀಕರಣಿಸುವ.

Part 1 - ಕೇಂದ್ರೀಕರಣ

Part 2 -

ಕಿಂಗ್ ಡೆವರ ರೆಂಜಿನಿಯ
ಕೇಂದ್ರೀಕರಣ

date - 19-09-2022

place - ಕೇಂದ್ರೀಕರಣ.

ಮುಷ್ಕಣ್ಣಗಾರರ ವಿಚಾರಣಾ ವರದಿ

ಮುಷ್ಕಣ್ಣಗಾರನು ಎರಡು ತರಗತಿಯೊಂದಿಗೆ ನಡೆಯಿಸಿ-
-ತನ ಮಾಡಿದ ನಂತರ ಅವರು ಬಂದ ಸಂಗತಿ
ಕೊಡುತ್ತಾರೆ.

೧) ಕ್ರೈಮಿನಲ್‌ಗಳು ಕ್ರಿಮಿನಲ್ ಜೈಂಟ್ ಅಸೋಸಿಯೇಷನ್
ಸಂಘಟನೆಗೆ ತೆರಳುವಾಗ ಮುಖ್ಯ ಬರುವುದು ಅದು
ಕೆಲವು ಕೆಲಸಗಳನ್ನು ಮಾಡುವುದು ಎಂಬುದು ತಿಳಿದು
-ಬಂದಿತು.

೨) ಕ್ರೈಮಿನಲ್‌ಗಳಿಗೆ ಕೆಲವು ಕೆಲಸ ಕೊಡುವುದು
ಅವರಿಗೆ ತಿಳಿದು ಯಾವ ಕೆಲಸಕ್ಕೆ ತೆರಳುವಾಗ
ಬರುತ್ತಿರಾ ಎಂದು ತಿಳಿದು ಕೆಲವು ಸಂಭಾವನಾ
ವಿಚಾರಣೆಗೆ ನಡೆಯಿಸಿ ಎಂದು ಕೆಲವು ಕೆಲಸ
ಇವುಗಳನ್ನು ಕೆಲವು ಕೆಲಸಗಳಿಗೆ ನಡೆಸಿ ಎಂದು
ಕೆಲವು ಕೆಲಸಗಳಿರುತ್ತವೆ.

೩) ಕ್ರೈಮಿನಲ್‌ಗಳು ಮಾರ್ಕೆ ಬಂದಾಗ ಇವುಗಳನ್ನು
ಅನುಸರಿಸುವಾಗ ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ
ವಿವಿಧ ೨೦೦೦, ೨೦೦೦, ೨೦೦೦ ಕ್ಕೆರಳಿ ಬರುವ
-ವಾಗಿದೆ ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ ಇವರಿಂದ ಸುಮಾರು
ಇವು ಅನುಸರಿಸುವಾಗ ಸಂಭವಿಸುವುದು ಎಂಬುದು ಕೂಡ
ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ ಇವು
ಅನುಸರಿಸುವಾಗ ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ

೪) ಕೆಲ ರೀತಿಯಾಗಿ ಮುಷ್ಕಣ್ಣಗಾರರ ಬರಹ ತರಗತಿ
ಕೆಲವು ಕೆಲಸಗಳನ್ನು ಕೆಲವು ಕೆಲಸಗಳನ್ನು ಮಾಡುವುದು
ಕೆಲವು ಕೆಲಸಗಳನ್ನು ಅನುಸರಿಸುವಾಗ ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ
ಅನುಸರಿಸುವಾಗ ಕೆಲವು ಸಂದರ್ಭಗಳಲ್ಲಿ

Party 1 -
1 ಕೆಲಸ

Party 2 -
ಕೆಲಸ

ದಿನಾಂಕ - 11-09-2021

ಮುಷ್ಕಣ್ಣಗಾರರ

ದಿನಾಂಕ - 19-09-2021

Flare

Reg. No- 10920111109

Sem :- LLB 4th sem

Sub :- ADR Exercise



Nmr. Venkatarao

Deshmukh

Date

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[Title] Arbitration Agreement

The Arbitration agreement hereafter called as an agreement made on the dtd- 27/09/2022 between the parties -

Between

Parties
to

Agreement

Mr. Shashi, Age- 21 years occupation - Actor
R/o the XYZ place.

and

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

The both the parties to agreement hereafter called as RECITAL

Party or Parties.

RECITALS

1. In this Mr. Shashi is an actor who makes
an 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 do the
Gubbi Vercama Theatre which belongs
to
Parody Company.

3. For the same he already has paid the
consideration of amt Rs 5,00,000/-
to the Actor Mr. Shashi.

P.T.O.

4. for the same, both parties made an

'Arbitration Clause'

under their contract, for any dispute bet.
them in the future.

5. The Arbitration Clause contains below
details

i. Substantive Part:-

Arbitration Clause

Governing Law

1. The parties in the contract are governed
by the Substantive Statutes of

- Indian Contract Act, 1872 &
- Companies Act.

2. In the case of any dispute they have to
will not move to the court but
settle 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.

3. In the case of any dispute or claim
they move to arbitrator & settle the
dispute & the award of the arbitrator



Is binding on the * both the parties.

4. The parties also made an condition in the clause that before moving to arbitrator they tries to solve the dispute among themselves.

5. The parties made condition that the Sole Arbitrator will be the Mr. XYZ who is retired Judge of the Karnataka High Court.

6. There will be 3 arbitrators.

7.

Arbitration Procedure

1. The aggrieved party has to send the notice to the other party to go for arbitration. & to appoint the arbitrator.

2. After receiving the notice or request within 30 days of such notice received has to make an reply. with acceptance

3. From such a clause both party has to appoint the arbitrator of their own.

4. The two appointed arbitrator has to select the 3rd i.e. Sole arbitrator who is retired Judge of the High Court.

5. After appointment of the arbitrator dispute has to be resolved within the 30 days of such an appointment.

G. Place of Arbitration is

Met

XYZ, Place at Head

I. Arbitration Cost

The fees of the Arbitrator will be shared equally by both the parties.

2. Arbitration Award

The award will be binding on both the parties.

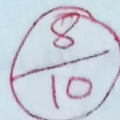
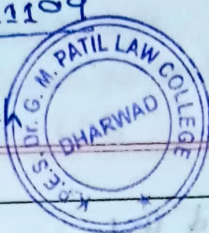
3. Appeal Clause:-

Parties are not to appeal or challenge the award, but subject to certain conditions.

Notice

Hereby both the parties are agreed to the above terms and conditions of the Arbitration Clause.

Party-1Party-2Name:- Mr. ShashiName:- Brodi Pvt LtdAge:-Occupation:-Place:-Place:-Date:-SignWitness Sign:-witness Sign:-



Q)

Problem No-3 :-

Conciliation ProcessBrief facts

- Miss. Sangeeta is a singer made contract with Mr. Aravind to sing a song at his theatre for 1 month & for which he paid Rs. 1,00,000/- to Miss Sangeeta in advance.
- But during that period Miss. Sangeeta fell ill and not able to perform.
- Mr. Aravind sues Sangeeta for his loss of profits.

Contention of Conciliation is betweenParty-1 :- Mr. Aravind andParty-2 :- Miss. Sangeeta.Contention of the 1st Party

Mr. Aravind had contended that, he has suffered huge loss because he of following reasons

- (i) - Tickets for one month are sold out.
- (ii) - He has taken the amount from all the audiences.
- (iii) - For the same reason he has kept his theatre for this purpose & not for given for rent to others.
- (iv) - He booked all the musical instruments and paid the advances to them.

Hence by considering all these he calculated his loss about Rs. 5,00,000/- and so he contended to compensate the same.

Contention of 2nd Party

* By denying the contention of 1st party, the 2nd party submits that:

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

(ii) Secondly she submits that, she has not avoided the function or performance willfully or with any malafide intentions.

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

Hence

says she is not liable for all those losses suffered by the Mr. Arvind.

Conciliator's Decision:

By considering the contention of both the parties Conciliator comes to conclusion & states that:-

- The performance of the Miss. Sangeeta was based on her personal skill because

singing is the personal skill;

many audience booked tickets only for the reason she is performing

- In such a situation for those days even we can replace her with other singer

- And Miss. Sangeeta case was inevitable situation because with 14 hours she cannot perform

Reg. No - 10920122109

Name - Verabharao. M. Deshmukh.

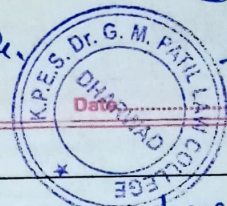
Sem - 4th sem LLB

Councilor

Prob

(2)

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Hence he come to the conclusion that -

(i) Miss. Sangeeta is not liable for the entire loss suffered by Mr. Aravind.

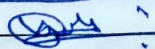
But-

(ii) She has to pay back the amount of those days for which she has not performed work at the advance paid to her.

(iii) And as the punishment and fine Conciliator also makes an extra amount of Rs-10,000/- & Miss. Sangeeta has to pay to Mr. Aravind.

(iv) Miss. Sangeeta has to payback the same amount within the 10 days of her decision.

Signature of Conciliator



Date:-

Place:-

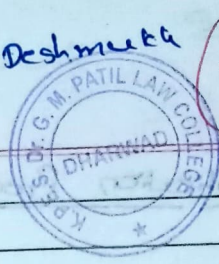
Negotiation

Name:- Venkatarao. N. Deshmukh

Reg. No:- 10920111109

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9/10

Date:- 11/12/22

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DATE

A1) Problem-1:-

Facts of the Case

* It is the clear cause of refund of flight charges & the compensation for the loss incurred to the Pharmaceutical Co due to delay in the Kingfisher flight.

* Flight was delayed due to the technical issues for 2 hours by which, the Pharmaceutical company lost the contract.

* Then there was dispute betw. both the parties & later voluntarily they arrived at Process of Negotiation

① In this case 1st Party is Kingfisher Co.

② 2nd Party is the Borgan, & Director of Pharmaceutical Co.

Contention of the 2nd Party i.e. Mr. Borgan

* The Borgan contended that due to delay in the flight, he lost the valuable contract or tender which was held in his Desk

hence he claimed for

- Compensation &

- Refund of flight charges i.e. Rs 25000

Contention of the 1st Party i.e. Kingfisher Co

* In this By answering to the contention of 1st party, 2nd party in totality rejected the contention of 1st party.

Negotiation Process

- ~~involves~~
- In the present case, parties followed the

Competitive Model of Negotiation

ie Win-Lose model or method.

- In this method one party will win & other will lose.
- It is based on the impl: of outcome but not the relationship bet: parties.

Conclusion:-

By following above method or approach of Negotiation

- The Kingfisher Co. state way rejected the claim and contention of the Pharmaceutical Co. gives the following reasons

"If states fail, there was the technical issue in the flight & there are other passengers along with Bergau & the value of the person are more impl: other than any things".

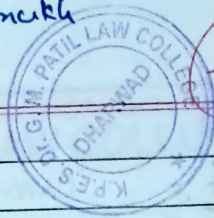
Hence:- It is Win-Lose method.

Hence:- The claim & compensation of the director of Pharmaceutical, ie Bergau is rejected.

Settlement Agreement:- Both parties agreed in the same &
Signed 1st by Sana Signed agreement on 19/9/2022
Signed 2nd by Sana

Name: Venkatarao. N. Deshmukh

Sem: 4th Sem LLB



9/10

DATE

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Q3) Problem - 3Facts of the case

- * It is the case of restitution of Conjugal rights filed by the wife against husband
- * Court order in the favour of wife & order was passed for restitution of Conjugal right
- * Husband followed order but after some time again leaves wife
- * 2nd time again wife files a case to Court for restitution of Conjugal right
- * This time Court referred for mediation and appoints the Mediator.

Opening Statement of mediator

- * Mediator in presence of both parties, & asks the version of the wife first.

Wife's Version:-

- * Though there exists the small reasons among them she wants to resolve it and want to continue the life with the husband.

Husband's Version:-

- * Husband contended that, when she 1st files a case to Court & order of Court was in favour of her & he followed the order.

But

- * After some days, the problem arises bet: both the husband & wife & husband leaves the wife for the same continuation of the dispute among them.

Settlement:-

* Mediator after listening to both the parties he suggested the parties with the proposal of one time settlement among them.

Since

mediator came to conclusion that, the relation bet: both the parties cannot be continued further happily hence he come to the conclusion of separating both & live happily - i.e.

* After the many suggestions, came to conclusion of Divorce.

* The both the parties agreed for mutual consent divorce.

Agreement:-

Mediator suggests some compensation based on the income of the husband.

- Husband earns 60,000/- per month.

- mediator by taking 1/3rd of it suggest 10k per month to wife & after considering it for 10 years, since it is one time settlement mediator concluded for Rs 12 lakhs as compensation to wife.

Closing Comment:-

* Mediator after the agreement bet: both parties & since it was one time settlement & final way hence :-

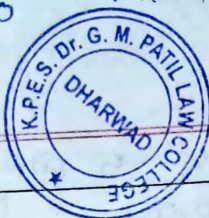
he gave option of 4 instalment i.e. within the 1 year of the order's agreement has to pay ~~instalment~~ 3 lakhs every 3 months & close it in one year.

Sub: ADR.

Venkatesh Hooli

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Date 27/08/2022


$$\frac{6}{10}$$

First Party : Mr. Shashi
Second Party : 'Parody Private Limited'
Date : 27/08/2022

ಬಹುಮತ (ಪ್ರಮಾಣ ಪತ್ರ)

- ಶ್ರೀಶ್ರೀ ಮಂವಿರದ ನಟನೆ ಕಲಾಪಟ : ಪ್ರಖ್ಯಾತ ಪಾಂಡಿತ್ಯವಾಹಿನಿ
ಶ್ರೀ ಶಿಶಿ.
ಪ್ರಾ: ೪: ಧಾರವಾಡ
590001.
- ಶ್ರೀಶ್ರೀ ಮಂವಿರದ ನಟನೆ ಪಾಂಡಿತ್ಯ ಪ್ರಖ್ಯಾತ ಪಾಂಡಿತ್ಯವಾಹಿನಿ
ಶ್ರೀ ಪಾರ್ವತಿ [Poojy]
ಪ್ರತಿವೇಶ ಲಯಪಡೆ ಬೆಂಗಳೂರು.
560001.

ನಟನೆ ಮಾಡಲು ಶಿಗರಾಗಳು :

1. ಒಂದು ವರ್ಷಕ್ಕೂ 7% ರಷ್ಟು ಒಳಗಡೆ ಬಡ್ತಿ
ಹೊಂದಿದಂತೆ ಮೊತ್ತವನ್ನು ಸೇವೆ ಮಾಡುವುದು.
2. ಒಂದು ವರ್ಷಕ್ಕೆ ಒಂದೂವರೆ ಸೇವೆ ಮಾಡಲು
ರೂ. 5,00,000/- ಅಥವಾ ಅದಕ್ಕಿಂತ ಹೆಚ್ಚಿನ ಮೊತ್ತವನ್ನು
ಸೇವೆ ಮಾಡಿಸಲಾಗಿದೆ.
3. ಒಟ್ಟು 6 ವರ್ಷಕ್ಕೂ ಒಂದೂವರೆ (2 ರಷ್ಟು)
ಮಾತ್ರ ಮಾಡಲಾಗುವುದು.
4. ಬಡ್ತಿ, ಮೊತ್ತದ ಮೇಲೆ ಒಂದೂವರೆ ರಷ್ಟು
ಮಾಡಿದರೆ ಒಂದು ವರ್ಷಕ್ಕೂ ಒಂದೂವರೆ ರಷ್ಟು.
5. ಒಂದು ವರ್ಷಕ್ಕೆ ಒಂದೂವರೆ ಮೊತ್ತವನ್ನು
ಸೇವೆ ಮಾಡಿದರೆ ಒಂದೂವರೆ ರಷ್ಟು ಸೇವೆ
ಮಾಡುವುದು.

6. ವಾರದಲ್ಲ 5 ಐಸೆನ್ಯು ನೆಟನೆಲ್ಲು ತುಡೆನಿ
-ಸೆಕುಲ್ಯುಲು.

7. ಆರೋಗ್ಯದಲ್ಲ ಎರಿ ಪೆರು 'ಮಾತ್ರ' ಆತ್ಮ
ರೇ ಯನ್ ಪೆಹೆಯುಲ ಮಾಲಕಿ ನೆಪಾನೆಳ್
ತೆರೆಯು.

8. ಮಾಲಕಿ ತೆಕೆಯಗ್ಗುನು ಲೆಹನಿಗುಣು
-ಮ.

9. ನೆಟನೆನಿ ಲಿಪೆಯಲುವೆ ಸೆಪೆಯಪ್ಪೆ ಮೀಡ್ತು
ಸೆಕೆಯಗ್ಗುನು ಸ್ವೇತಃ ಆಮೆ ತೆರಬೆರೆ.

10. ಲೆಹೆಯದ ಲಿಪೆಯಲುವೆ ಮುಗಿಯುವೆ ಮುಗಿತಿ
-ಮಾ ಲೆಹೆ, ಲೆಹೆಯದಲೆಯದಲೆ ಲೆಹೆಯದ
-ಮಾಡಿಕೆಯು ದಿರೆಯು.

11. ನೆಟನೆನು ಮಾಲಕಿರೂಲೆ ಸೆಂಹೆಯದಲ್ಲ
ಲಿಪೆಯದ ಸೆಂಹೆಯದಲೆ ಸೆಂಹೆಯದಲೆ
ಲೆಹೆಯದಲೆ ಮಾಗಿಲೆತ್ತಿ.

12. ನೆಟನೆನು ಲೆಹೆಯದ ಲಿಪೆಯಲ್ಲ ಮೀಡ್ತು
ತೆಕೆಯದಲೆ ಲಿಪೆಯದಲೆ ಲೆಹೆಯದಲೆ
ಮೀಡ್ತು ದಿರೆಯನು ಮುಗಿಯುವೆ.

ಈ ಮೀಡ್ ಲೆಹೆಯದಲೆ ಮೀಡ್
-ತೆಕೆಯದಲೆ ನಮ್ಮ ಸೆಪೆಯದಲೆ
ಈ ಮೀಡ್ ತೆಕೆಯದಲೆ (ತೆಕೆಯದಲೆ ನೆಟನೆನು
ತೆಕೆಯದಲೆ ಲಿಪೆಯದಲೆ ಲೆಹೆಯದಲೆ
ಲೆಹೆಯದಲೆ ಸೆಂಹೆಯದಲೆ.

ಶ್ರೀ. ಸ್ವಾಮಿ
ಸಾ. 10/10/2011 ಸಾ.

* ಲೆಹೆಯದಲೆ ಮಾಗಿಲೆತ್ತಿ.

ಸಾ. ಲೆಹೆಯದಲೆ ಮಾಗಿಲೆತ್ತಿ.

Paddy ಪೆಪೆಟ್
ಲೆಹೆಯದಲೆ ಲೆಹೆಯದಲೆ
56000/

ತೆಕೆಯದಲೆ
ಮಾಗಿಲೆತ್ತಿ

ಸಾ. ಸಾ. ಸಾ. : 1.

ശ്രീമദ് ഭഗവദ്ഗീതയുടെ അനുസരിച്ച്
 ഭാരതത്തിൽ ജനങ്ങൾക്കായി
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്

പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്

* പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്

* പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്

* പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്
 പരമേശ്വരൻ ഈ ലോകം സൃഷ്ടിച്ചത്

സർ
 1 ന്റെ അർത്ഥം
 * * *

മുഖ്യ
 2 ന്റെ അർത്ഥം
 * * *

Cancellation മുഖ്യ

Place: Thiruvananthapuram
 Date: 27/08



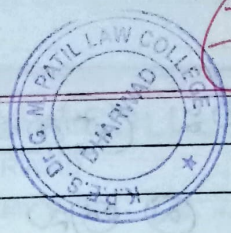
⑧. variable Advanced Amount ನ್ನು
ಅರ್ಜಿಯನ್ನು ಆ ಮೊತ್ತ ಬರೆಯುತ್ತದೆ

2. Q. malabar

- ① ഭിന്നഭാവം ഭാരതീയ ഭിന്നഭാവം
 1961, 1999 & 2000 ൽ ലഭ്യമാക്കി
 അനുസരിച്ചുകൊണ്ട് ഇക്കാര്യം
 നോക്കുക.
- ② ഭിന്നഭാവം മറ്റൊരു
 ഭാഗം, ഭാഗം, ഭാഗം
 ഭാരതീയം, ഭാഗം
 - നോക്കുക.

0

[illegible]



7/10

DATE

□□□□□□

Mediation:

Problem 1.

ವಾಕ್ಯ: ತೀರ್ಮಾನ ಪಾಟಾ

ಪ್ರತಿಪದ್ಧತಿ: ತೀರ್ಮಾನ

ಪ್ರತಿಪದ್ಧತಿ: →

ವಾಕ್ಯ: ತೀರ್ಮಾನ ಪಾಟಾ

ಅ ತೀರ್ಮಾನ ಪಾಟಾ ರವರು ತಮ್ಮ ಗಂಡನ
ನಾದ ತೀರ್ಮಾನ ಲಂಬಾವರು ಭಾರತೀಯ ಸ್ವಂತ ಬ್ಯಾಂಕ್
ಅರ್ಥ ಉದ್ಯೋಗ ಬೆಂಚ್ಚುಗಾರನೆ ಕಾರ್ಯ ನೆರವೇರಿಸಲು
ರಾಜಾ ಬ್ಯಾಂಕಿನ ನಾಣಿ ಕೆಲವೊಂದನ್ನು ನವೀಕರಿಸಿ
ಪ್ರಸ್ತುತ ಮಾಡಿ

ಅ ತೀರ್ಮಾನ ತನ್ನ ಜ್ಞಾತರಿ (ತೀರ್ಮಾನ) ಅಂಚು
ಕಾರ್ಯ ರಾ. ಸ್ವ. ಮಾಡುವನ್ನು ಮಾಡಲು
ಪ್ರಸ್ತುತ

ಅ ತೀರ್ಮಾನ ತನ್ನ ಉದರ ತೀರ್ಮಾನ ಕೆಲವು
ಸಮಯಕ್ಕೆ ಬೆಳಿಗ್ಗೆ 10.00 ಗಂಟೆಯಂತೆ
ನಾಣಿಯು 05 30 ಸಾವರಿ ಅಂಚು

ಅ ತೀರ್ಮಾನ ತೀರ್ಮಾನ ತೀರ್ಮಾನ ಮನಗೆ
2.00 ಗಂಟೆಗೆ ಮರಳುತ್ತಾನೆ

ಅ ಪಾಟಾ ತೀರ್ಮಾನ ಬರಲು ಕುಳಿತುಕೊಳ್ಳುವ
ಕೆಳಗಡೆ ನಡೆ ತೀರ್ಮಾನ ಲಂಬಾವರು

ಅ ಪಾಟಾ ಕೆಳಗಡೆ ಉರ ಪರವಾಗಿ
ತೀರ್ಮಾನ ಲಂಬಾವರು

ಪರಿಣಾಮ: (ಪರಿಣಾಮ)

ಅ) ಅನು ರಾಜ್ಯದೊಳಗಿನ ಆದ್ಯ ದಾಖಲೆ
ಯಾವುದೇ ಸಂದರ್ಭದಲ್ಲಿ ಸರ್ವಕಾರ್ಯದಿಂದ

ಆ) ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
5.30 ಐ. ವರೆಗೆ ಅಧಿಕಾರ

ಆ) ಪರಿಣಾಮದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) ಸಾಮಾನ್ಯ, ಆದ್ಯದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) -

ಪರಿಣಾಮದಿಂದ:

ಆ) ಗಂಡ ಹೆಂಡತಿಯ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) ಅನು ಆದ್ಯದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) ಆದ್ಯದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) ಆದ್ಯದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) ಆದ್ಯದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

ಆ) ಆದ್ಯದಿಂದ ಆದ್ಯದಿಂದ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ
ಆದ್ಯದಿಂದ ಆದ್ಯದ ಸಮಯದಲ್ಲಿ

7/10



Roll No - 10920111112

Sem - IV

Page 60

Date

Arbitration Agreement

This Arbitration Agreement (hereinafter referred to as the "Agreement") is entered into on 27-08-2022 by and between Mr. Shashi and Parody Private Limited, with a mailing address of Mr. Shashi, 5th Cross, 5th Main, KPES College, Dharwad (hereinafter referred to as the "First Party") and Parody Private Limited, 2nd Cross, Majestic, Bangalore (hereinafter referred to as the "Second Party", collectively referred to as the "Parties," both of whom agree to be bound by this Agreement.

The business relationship between the parties commenced on 27-08-2022 as defined in the original business contract, namely XYZ (hereinafter referred to as the "Contract"), which is attached and incorporated herein.

Disputes and differences have arisen between the Parties. The Parties recognise that litigation in court can be a time consuming and expensive process.

1. Arbitrator: The parties have appointed L, M, M (hereinafter 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:

"If First Party fails to adhere to the said contract and if terminates within Six months from the commencement of contract xyz then the First party has to pay 5,00,00/- ; which paid to him in as a advance."

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

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.

This agreement made and entered into between Mr Shashi and 'Parody' Private Limited on this 27/08/2022 day of (month) and (year) witnesseth as follows:



1092011112

Sem - IV

Page 02

Date.....

WHEREAS differences and disputes have arisen between the parties above mentioned regarding the matter of contract and the parties could not mutually settle the matter. Now the parties agree that the matter as under be referred to arbitration to obtain an award.

1. For the purpose of final determination of the dispute, the matter will be referred to Mr. XYZ nominated by one party and Mr. LXY nominated by the other party as arbitrators and their award shall be final and binding on both the parties.
2. If differences should arise between the said two arbitrators on the questions referred to them, the said arbitrators shall select an umpire and the award to be given by the umpire shall be final and both parties hereby agree the award given and binding on parties.
3. A reasonable time-limit may be fixed - after consulting the arbitrators for the grant of the award by them and umpire if need be.
4. The provisions of the Arbitration and Conciliation Act 1946 so far as applicable and are not inconsistent or repugnant to the purpose of the reference shall apply to this reference to arbitration.
5. If the arbitrators or anyone of them be chosen under this agreement become incapacitated either by death

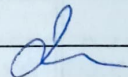
or sickness or other disability, the parties retain the right of nominating substitution and no fresh agreement thereof.

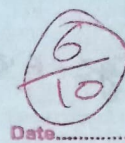
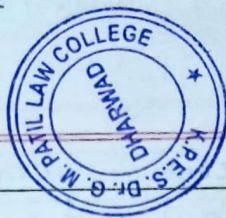
Having agreed to the above by both parties, the said parties affix signatures to this agreement this 28/08/2022 of mother.

Signature 1

Signature 2







"Conciliation Agreement"

First Party Contention

Meena w/o Abhijit Gupta:

→ Claim of ₹ 12 lakhs compensation under Employee's Compensation Act, 1923 after 2 years death of her Husband Mr Abhijit Gupta.

Second Party Contention

→ Rejects claim of first party.

→ Grounds

- * Death of the employee has not occurred during the course of employment
- * Cause of death might have happened elsewhere outside the premises and after the work hours
- * Other legal heirs have not joined the petition as petitioners but have been made as respondents
- * the claim is barred by limitation

Conciliators

Justification by Conciliator

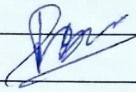
- * Employment still exists as he was returning from work and no question of denying that.

* If Meena would have claimed earlier but due to lack of knowledge it got delayed and does not mean rejection from claim.

Conclusion

Half amount of 600000 has been agreed between two parties.

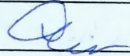
First party



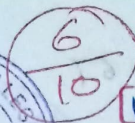
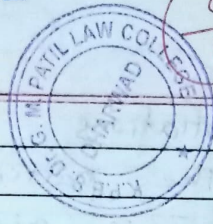
Second party



Conciliation

① 

② 



~~Basavaraj~~

Negotiation Agreement

This Exclusive Negotiation Agreement (the 'Agreement') is made and effective [19/09/2022]

Between :

Manoj
Govt School Teacher
Dharwad.

AND :

Basavaraj
Tenant
Dharwad.

Recitals

- * ~~Manoj~~ Manoj (House Owner) rented house for period of three years from May 2014 - March 2017.
- * In March Month 2016 he retired.
- * Wants to claim position.
- * Basavaraj opposes saying that agreement is for three years. and still period is not completed

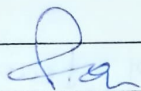
Now, therefore in consideration of the mutual agreement and other good and valuable considerations. The parties to enter into this agreement to provide for a period of exclusive negotiations relating to the Tenancy, pursuant to the terms and conditions set forth below.

1. Negotiations.

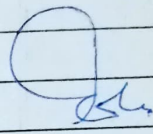
The parties negotiate as below.
Tenant is given three months as
notice period to vacate house and
Owner of house need to help
his as much as possible.

2. If in case the tenant do not
vacate house then legal procedure
will be carried out.

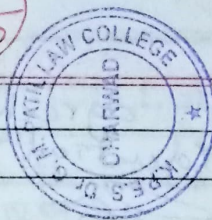
Manoj
(Owner.)



Tenant.
Bhuvana;
(Tenant).



~~Endorse~~



Mediation Agreement

Mediation agreement between Pooja and Prakash on
19th Sept 2022

The purpose of the mediation was to re-establish a constructive and co-operative relationship between Pooja and Prakash. The following commitments and actions are set out you agreement on how to do this

1. Prakash undertakes to:

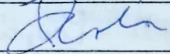
- Make sure he doesn't expect failure from Pooja.
- Allows Pooja to speak whenever required.
- Give respect to her every time.
- Takes care of her with love and affection.

2. Pooja undertakes to:

- Gives sufficient care to Prakash.
- Always shows respect in every matter.
- Never comes late from office.
- Never attends calls late night.

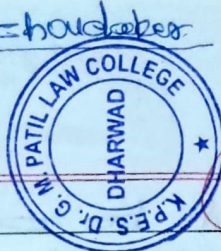
3. It was also agreed if things become difficult between Pooja and Prakash they take out enough time and discuss matters.

4 This agreement will remain confidential.

Sign: Pogan
Pogan's friend 

Prakesh.
Prakesh's friend 

Moderator: x42.

7
10

ARBIT CONTRACT AGREEMENT.

This contract agreement is made between 'Mr. Shashi', a noted theatre actor (Hereinafter called as 'First Party') and 'Parody Private Limited' (Hereinafter called as 'second party') on this day Saturday, the 27th Aug 2022.

- (1) The parties entered into a contract between both the First party and second party to perform First party 'act' at Gubbiveranna Theatre for the period of one year from 27th August 2022 to 26th Aug 2023.

(2) PAYMENT CLAUSE

The second party has paid Rs. 5,00,000/- in advance to the 'First party' to perform the act at Gubbiveranna Theatre for one year.

(3) ARBITRATION PROCEDURE

In case any dispute arises between First party and second party, the parties mutually consent to appoint a sole Arbitrator.

All the arbitration proceedings shall be conducted in the language of English.

The Arbitrator shall have at least 1-5 years experience in such dispute resolution.

and must be concluded within 60 days from the date of claim, demand or dispute.

(4) **GOVERNING LAW:** The arbitration proceedings shall be governed by the Indian Contract Act 1872 and Arbitration and Conciliation Act 1996.

The Tribunal shall must examine witnesses and hear the proceedings at Dharwad.

(5) **AWARD:** First and second party abide by the arbitration proceedings and judgment of Arbitral Tribunal is final.

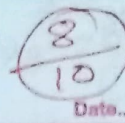
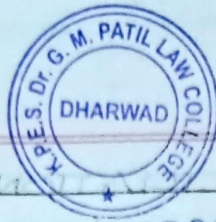
(6) **ARBITRATION COST:** All the cost of arbitration proceedings, court fee shall be equally split among the parties.

(7) **MISCELLANEOUS:** Any other which are not expressly written in the contract are subject to the mutually agreed.

Having agreed to the contract agreement this Saturday, the 27th Aug 2022 signed by both the parties.

First Party
Mr. Shash P.
Theatre Actor

Parody
Second party
Parody Private Limited
Theatre company

Registration No. 10920111114Name : Yamanappa ChoudharySemester : IVthSubject : CONCILIATIONCASE : Meena wife of:Abhijit Gupta Vs. M/s MD of M/s Mysore
Kirloskar. Pvt. Ltd.(1) Prayer : First party :

Asking compensation for death of Mr. Abhijit Gupta an employee of Mysore Kirloskar under Employee's Compensation Act, 1923. For about Rs. 12 Lakhs from M/s Mysore Kirloskar Pvt Ltd.

(2) Opponent (Respondent) : Second party

M/s Mysore Kirloskar Pvt Ltd vehemently denied the prayer and said that the Mr. Abhijit Gupta died while he was on the way to his home. Cause of death is also not due to working at the company which had happened after working hours of company. Moreover, the application limit to asking compensation is also barred its limitation.

CONCILIATION BOARD

- 1) Conciliator 'Y' heard the oral and written statement put forth by the First party and Second party.
- 2) Conciliator gone through the Employee status and working environment and applicability of Employee's Compensation Act 1923.
- 3) Conciliator called the first party and second party separately and came to conclusion. The Summary of the conciliation is as below:-
 - (a) Mr. Abhijit Gupit died due to heart attack is due to work stress.
 - (b) Cardiac arrest is also part of his employment.
 - (c) Employee is on roll of the company and hence, the company is bound to pay compensation of Rs. 81 - Lakh consolidated.

First party

① AW
 ② MA

Second Party

① Drak
 ② Arat

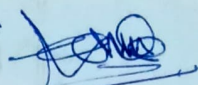
CONCILIATOR

① [Signature]
 ② [Signature]

Registration No. 10920111114

Name : Yamanappa Chaudhary

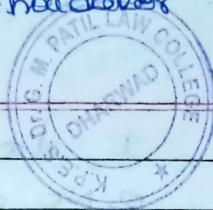
Sem : 4th

Signature: 

Page 74

DATE 

8/10



NEGOTIATION PROCEEDINGS

DATE : 19th September 2022

PLACES DHARWAD.

Party ① : Mr. Krishnappa

Party ② : Mr. Bannappa.

style of Negotiation : Co-operation approach of Negotiation.

Submission of both the parties :

① Party ① : I have looked after the Party ② cows while he was on pilgrimage. Also, I saved the cows during the fire outbreak to shed. I put my life in danger and saved cow. Had I left the ^{not} cow in shed all cows would have saved.

② Party ② : Your submission are absolutely correct that you looked after them in a acceptable manner, you put your life in dangers and saved the cows from fire. But while I was going to pilgrimage there was such agreement that all cows ownership will pass in such situation.

I agree that you have spent lot in maintaining cows and for that I am ready to ~~sum~~ pay such expenses

I also agree to give you 2 No. cars as compensation for saving 10 cars on humanity ground.

Party ① : Yes, agreed ^{to accept} your ^(Party-2) submissions and offer.

The cost of Rs. 10,000/- was borne by me in maintaining and my medical expenses.

Party ② : Agreed to pay Rs. 10,000/- and 2-No. cars to party-① within immediate effect.

In view of the above, Party-① and party-② agreed to settle their dispute in a Co-operation mode, which can be termed as win-win situation and consented each other accordingly.

Karthina
Party-1
(Karthina)

Ramappa
Party-2
(Ramappa)

Name: Yamanappa Chaudhary



signature.

Semester: 4th (Regular)

DATE _____

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MEDIATION

Plaintiff : BADHA

Defendant : MURALI

AGREEMENT TO MEDIATE AND TERMS OF MEDIATION.

The parties agree to mediate with Mediator (Mr. Sudhakar) to attempt to settle their dispute in relation to ~~their dispute~~ the above noted matter.

Subject: Complained for dowry case
filed by Mrs. Radha against
her husband Mr. Murali.

Reotres submission:

plaintiff : put her words regarding the harassment domestically due to dowry case.

Defendants: Mr. Murali said no such harassment is made to Radha. May be petty issues discussed by my mother and family members. It cannot be treated as DOWRY CASE.

plaintiff : your honour, mother of murali.
is always asking dargy, which
cannot be given since I belongs
to poor family.

defendants : No, your Honour. no such words came from my mother. In future I will ensure that such things will not happen. and will respect Radha.

The mediation is concluded accordingly and agreed by the parties.

~~He~~, I have read, understood, and agree to the provisions of this agreement signed this 15th september 2022

Radha.
plaintiff

Musali.
defendant

MEDIATOR

Sadhvi.