

CLARIFICATIONS TO THE MOOT PROPOSITION

1. Is there a finalized version of the Funding Agreement devoid of blanks, given that the one annexed in the problem is merely a draft, as highlighted in paragraph 21 (Request for Arbitration) on page 7?

Answer - The draft Agreement may be considered final between the relevant parties.

2. What is encompassed within the risk of delays as outlined under Section 11 of the Main Construction Contract? Does it pertain to damages, and is there any specific division among the parties concerning such damages?

Answer – The risk of delays, as outlined under Section 11 of the Main Construction Contract, encompasses damages and consequential losses arising from such delays. However, there is no specific division or allocation of these damages among the parties within the terms of the contract.

3. When was the bill related to WEPSA brought into public consideration, and were any parties to the Main Construction Contract, specifically Al Majd or IndoBuild, unaware of its introduction?

Answer - There is no information available regarding when the bill related to WEPSA was brought into public consideration. Respondent 1 became aware of its introduction upon its enactment. Claimant was informed of the same through Respondent 1's letter dated 15 May 2024.

4. Should the TPF's responsibility to fund the claimant's claim in the arbitral proceeding be extended to include Respondent 2?

Answer - No information in the suggests that Old-Money Capital agreed or intended to fund anyone other than the Claimant.

5. Is representation of R1 and R2 together and should be done in a single Memo I.e from Respondent side?

Answer – A single Respondent memorial must be drafted. Issues 1 & 2, will be drafted from Respondent 2's side. Issues 3 & 4 from Respondent 1's side. During the course of arguments, the Tribunal shall first hear from R2 on Issues 1 and 2 during the procedural hearing and R1 during the merits hearing.

6. Is sub-contractor who is respondent 2 the main supplier of the BIPV or he just owns the business but the manufacturer {main supplier} is someone else?

Answer – R2 is one of the leading OEMs in the space.

7. Do we consider arbitrator 2 Samwell Tarly's disclosure given, or do we take it as not disclosed under schedule 6 of the A&C Act?

Answer – Disclosure given. No issues raised.

8. Is there any exhibit or copy of the sub-contract between Respondent 1 and subcontractor? And if kindly provide us the same.

Answer – No.

9. Para 10 of moot proposition clarification regarding date.

Answer - The paragraphs 9,10, simply state that the delay was communicated on 10 May 2024, and by 13 May 2024 the project was 71% complete. There is no further date correction or erratum noted.

10. Can Any institutional law of arbitration be applied in the present issue for example HKIAC, UNCITRAL, etc

Answer – No clarification required.

11. The Sub-contractor Company is Headquartered at Qarth, as per page 23 para 5. Is Qarth a region which falls within the jurisdiction of Westerosi Laws; if not what laws are applicable?

Answer – Qarth is a separate region outside the jurisdiction of Westerosi. Its domestic laws are not relevant for the problem.

12. Are there any alternative supplies or materials that were explored by Respondent 1 which aided in the completion of the project that were meant as an alternative to BIPV components?

Answer – No.

13. Was the main contractor aware of the potentially changing regulations/ any information regarding the enactment of the Westerosi Environmental Protection and Sustainability Act)?

Answer - The Main Contractor had no prior information or warnings regarding the enactment of WEPSA. The regulatory changes introduced by WEPSA were sudden and unforeseen, catching both the Main Contractor and its subcontractor, Green Future Solutions, unprepared.

14. Is there any other information about the contract between Respondent 1 and the Sub-contractor?

Answer – No.

15. Are there any provisions under the Sub-contract that addresses the contractual obligations of the parties in the event of an unforeseen event or any regulatory changes?

Answer – No clarification required.

16. What percentage of the total amount had been paid as on May 10th (or the date on which the delay was communicated) and on the subsequent milestone dates?

Answer - As of May 10, 2024, when the delay was communicated, approximately 65% of the total contract price had been paid, corresponding to the progress achieved at that stage. On subsequent milestone dates, incremental payments were made, bringing the total disbursed amount to 71% by May 13, 2024, aligning with the progress reported before the delays disrupted the project timeline. The remaining payments were withheld pending resolution of the issues caused by the delay.

17. Were the glass panels which are being provided at a discounted rate, part of the already existing contract?

Answer - No, the glass panels being offered at a discounted rate were not part of the originally agreed specifications under the Main Construction Contract. These panels are standard glass panels proposed as a remedial measure to address the delays caused by the unavailability of the specified BIPV façade systems.

18. Could you clarify whether it is permissible to include a Statement of Jurisdiction in the memorial, even though it is not mentioned in the prescribed list of components under Rule 11.4 of the Moot Court Rule Book?

Answer – Not necessary.

19. How is the memorial to be drafted from the respondent's side, considering that there lie contradictory claims of Respondent 1 and Respondent 2, regarding the Joinder agreement?

Answer – A single Respondent memorial must be drafted. Issues 1 & 2, will be drafted from Respondent 2's side. Issues 3 & 4 from Respondent 1's side. During the course of arguments, the Tribunal shall first hear from R2 on Issues 1 and 2 during the procedural hearing and R1 during the merits hearing.

20. Whether the laws of Westeros are *pari materia* to the laws of India or UAE. Footnote 2 says India and footnote 3 says UAE.

Answer – The laws of Westeros are in *pari materia* to the laws of India and the laws of Essos are in *pari materia* to the laws of UAE.

21. For Issues 1 and 2, should the Respondent memo represent the respondent 1 (Al-Majd International Construction Co) or the respondent 2 (Green Future Solutions Ltd.)? –

Answer – Already answered.

22. In Footnote No. 3, is "Westeros" supposed to be "Essos"? 2. Is the Westerosi Environmental Protection and Sustainability Act ("WEPSA") *pari materia* to any particular Legislation of India?

Answer – Yes. 2. No clarification.

23. The Claimant and Respondent 1 both argue for the joinder. While the Respondent 2 opposes joinder. Kindly clarify whether for purposes of Issue 1, Respondent 1's submissions will be clubbed with Claimant instead of the Respondent 2.

Answer - The parties' positions are clearly set out in the Request for Joinder and subsequent pleadings.

24. Is Ms. Lori Tyrell directly involved in any dealings of Old-Money Capital with Old-School Ltd.? Are there any other incentives (monetary or otherwise) to Ms. Lori Tyrell vis-a-vis growth of Old-School Ltd.?

Answer – No information is publicly available.

25. Does Ms. Lori Tyrell as an associate have a fixed remuneration or is it a profit-sharing position?

Answer – No information is publicly available. Mr. Lori Tyrell’s LinkedIn shows she has been working with the company for several years.

26. Does Westeros follow similar administrative procedures and legislative procedures as India? In particular, do regulatory changes in Westeros generally carry a transitory period?

Answer - Yes, Westeros follows administrative and legislative procedures similar to those in India, including the enactment and implementation of regulations.

27. How did both the parties come to the figure of INR 1 crores as the pre-estimate of damages? Could you provide a breakup or methodology?

Answer - The figure of INR 1 crore per day as the pre-estimate of damages was mutually agreed upon during contract negotiations, taking into account the potential losses from project delays. This amount was calculated based on several factors, including the projected daily rental income from prospective tenants of the completed commercial complex, the financial impact of reputational harm to the Claimant within the Smart Cities Program initiative, and the operational costs of maintaining the project site and managing idle labor during delays. Additionally, the estimate accounted for potential penalties or financial consequences arising from commitments made with government authorities and private investors.

CLARIFICATION ON THE FORMAT OF THE COMPETITION

Please note that we now have only **one elimination round**, the Memorial Elimination Round. Earlier, we had the Client Counselling Elimination Round. However, it shall no longer be an elimination round for the competition. After the Memorial Elimination Round, **24 teams** will qualify for a virtual counselling round and oral rounds conducted on the university campus. The specific rules for the virtual counselling round will be notified to the participating teams in due course of time.

Please write to us at commercialawmoot@nalsar.ac.in or text/call at +91 7488181809 for any queries regarding the format of the competition.