

**1ST KSK-NALSAR
INTERNATIONAL COMMERCIAL LAW
MOOT COURT COMPETITION**

2025

**MOOT
PROPOSITION**

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¹ The moot proposition has been drafted by **Mr. Umang Bhat Nair**, an alumnus of NALSAR (Batch of 2023) and an expert in the field of international commercial law. Teams are prohibited from contacting the drafter in relation to this Competition directly or indirectly after the release of the moot proposition. The Organising Committee reserves the right to take any appropriate action, including disqualification and/or blacklisting the participating team and/or the members found engaging in such conduct.

REQUEST FOR ARBITRATION

(pursuant to Section 14 of the Main Construction Contract)

31 JANUARY 2025

Parties and Representations

1. Claimant is:

IndoBuild Developers Pvt. Ltd.
2104, Red Keep
King's Landing
Kingdom of Westeros.

2. Claimant is represented in this arbitration by Mr. Khal Drogo, The Great Grass Sea, Vaes Dothrak.

3. Respondent is:

Al-Majd International Construction Co.
Titan's Avenue, 7
Braavos, Free City of Braavos
Essos.

Statement of Facts

4. IndoBuild Developers Pvt. Ltd. ("**CLAIMANT**") is a leading project development company headquartered in King's Landing, situated in the Kingdom of Westeros.² With over two decades of experience, CLAIMANT specializes in the construction and development of commercial high-rise buildings, industrial parks, and large-scale infrastructure projects. CLAIMANT is known for its expertise in managing complex urban developments, particularly those that incorporate sustainable design and modern building technologies. CLAIMANT has successfully delivered several notable projects across key regions in Westeros and beyond. Its operations focus on integrating efficiency, quality, and adherence to regulatory standards. The company has established a track record of collaborating with international contractors and specialized subcontractors to ensure timely and cost-effective project completion. CLAIMANT's commitment to professional excellence and sustainable development has positioned it as a trusted name in the construction industry.

² The laws of Westeros are *in pari materia* to the laws of India.

5. Al-Majd International Construction Co. (“**RESPONDENT 1**”) is a prominent construction firm headquartered in Braavos, a major economic hub in Essos.³ With extensive experience spanning over thirty years, **RESPONDENT 1** is engaged in delivering large-scale commercial, residential, and infrastructural projects across various jurisdictions. **RESPONDENT 1**’s expertise lies in managing multidisciplinary projects that demand precise coordination between multiple stakeholders. The firm has a solid reputation for adhering to international standards of quality, safety, and regulatory compliance.
6. In response to a national initiative to promote urban development and modernization, the Kingdom of Westeros launched the Smart Cities Program in 2019, aimed at fostering sustainable infrastructure and economic growth. As part of this initiative, Highgarden was designated as one of the key cities for development. The program sought to transform Highgarden into a strategic commercial hub, with state-of-the-art infrastructure and modern business facilities.
7. To capitalize on this opportunity, **CLAIMANT** obtained the necessary government approvals to undertake the construction of a large-scale commercial complex in 2020. The envisioned project included multiple commercial high-rises, office spaces, and retail units. Recognizing the scale and complexity of the project, as well as the need for specialized execution, **CLAIMANT** sought a contractor with a proven track record of delivering similar large-scale developments.
8. Given **RESPONDENT 1**’s international reputation, **CLAIMANT**’s Director of Project Management, Mr. Robert Baratheon, identified **RESPONDENT 1** as a potential Main Contractor for the project. To explore this possibility, on 29 January 2020, Mr. Robert Baratheon initiated formal correspondence with **RESPONDENT 1**’s CEO, Mr. Khalid Al-Fayad, to gauge interest and discuss the terms and conditions of engagement. What followed was an intensive negotiation process spanning three months. Ultimately, the Main Construction Contract (**CLAIMANT Exhibit 1**) was signed on 30 April 2020.
9. Following the execution of the Main Construction Contract, construction of the commercial complex in Highgarden commenced without delay. **CLAIMANT** ensured that

³ The laws of Westeros are *in pari materia* to the laws of UAE.

all preliminary obligations were fulfilled, including securing the necessary government permits, obtaining environmental clearances, and preparing the site for mobilization. CLAIMANT also facilitated the installation of essential infrastructure such as temporary utilities, site access roads, and storage facilities to support seamless construction operations. By 4 August 2020, CLAIMANT had completed the initial site preparations and handed over a fully ready project site to RESPONDENT 1. CLAIMANT's project management team closely monitored the progress through regular site visits, weekly coordination meetings, and milestone reviews to ensure that the work adhered to the agreed timelines and quality standards. As construction progressed, CLAIMANT facilitated timely disbursement of progress payments as stipulated in the contract. By 13 May 2024, approximately 71% of the project was complete with the core structural framework, interior partitioning, and MEP installations progressing as planned.

10. On 10 May 2024, Mr. Robert Baratheon, received information that the construction work had been delayed. Concerned by this development, Mr. Baratheon immediately contacted Mr. Khalid Al-Fayad to ascertain the cause of the delay. Mr. Al-Fayad informed Mr. Baratheon that the delay stemmed from a failure by the sub-contractor, Green Future Solutions Ltd. (“**SUB-CONTRACTOR**”), to deliver critical components of the Building-Integrated Photovoltaic (“**BIPV**”) façade systems as per the agreed schedule (**CLAIMANT Exhibit 2**).
11. The delay in the delivery of the BIPV façade systems had significant and cascading repercussions for CLAIMANT. The façade installation was a critical path activity, and its postponement disrupted the entire project timeline. Without the BIPV components, subsequent works, including exterior finishing, weatherproofing, and interior fit-outs, could not proceed as scheduled. This brought large sections of the project to a standstill, causing inefficiencies, idle labor costs, and increased site management expenses.
12. Moreover, the delay jeopardized CLAIMANT's ability to meet the contractually stipulated milestones and handover dates. CLAIMANT had secured commitments from prospective tenants who were planning to lease office and commercial spaces within the development. Many of these tenants were major corporations with stringent relocation schedules. The uncertainty and prolonged delays led to tenants reconsidering their commitments, with some invoking termination clauses to withdraw from lease agreements altogether. This loss

of tenants directly impacted CLAIMANT's anticipated revenue streams, undermining the project's financial viability. Additionally, CLAIMANT faced mounting pressure from government authorities and stakeholders tied to the Smart Cities Program. The development was a flagship project, intended to showcase Highgarden as a modern commercial hub and to stimulate further investment in the region. Delays threatened to compromise the reputation of both CLAIMANT and the broader initiative. Failure to deliver the project on time risked damaging CLAIMANT's standing as a reliable developer, both domestically and internationally. Financially, the delay resulted in significant cost overruns. CLAIMANT had to incur additional expenses for prolonged site maintenance, security, and temporary works to protect partially completed structures from environmental damage. The delay also increased exposure to potential claims from other contractors and subcontractors whose work was dependent on the timely completion of the façade installation.

13. On 19 May 2024, Mr. Baratheon met with Mr. Al-Fayad, to address the ongoing delays and explore the possibility of an amicable resolution. During the meeting, Mr. Baratheon expressed CLAIMANT's concerns regarding the severe impact the delays were having on the project's timeline, financial stability, and tenant commitments. He emphasized the importance of timely delivery of the BIPV façade systems and urged RESPONDENT 1 to take immediate and effective steps to remedy the situation.
14. Despite extensive discussions and efforts to negotiate a resolution, the parties were unable to reach an agreement. Mr. Baratheon conveyed that the delay constituted a material breach of the Main Construction Contract due to RESPONDENT 1's failure to perform its obligations within the agreed timeframe. He asserted that CLAIMANT was entitled to seek damages for the losses incurred as a result of this breach, including lost revenue, additional costs, and reputational harm. Mr. Baratheon formally notified Mr. Al-Fayad that unless RESPONDENT 1 achieved substantial progress in resolving the delay by 2 December 2024, CLAIMANT would have no choice but to initiate arbitration proceedings pursuant to the dispute resolution clause in the main Construction Contract.
15. During the course of negotiations, CLAIMANT observed a consistent pattern in RESPONDENT 1's approach that raised serious concerns regarding its commitment to resolving the delay. RESPONDENT 1 blamed the subcontractor for failing to supply the

components for the BIPV systems in time and sought for an extension of time basis the delay allegedly having primarily arisen from certain regulatory changes. However, since the risk of such regulatory change lies upon the RESPONDENT 1, the CLAIMANT rightfully exercised its discretion to reject such a proposal. It is humbly submitted that the RESPONDENT 1 could have always predicted such a change in regulations and accordingly manage its operations to meet its contractual commitments.

16. CLAIMANT perceives such attempts by RESPONDENT 1 to dilute its contractual obligations and shift blame, rather than acknowledging its role as the Main Contractor responsible for managing subcontractor performance. The repeated inability of RESPONDENT 1 to present a viable plan for rectifying the delays shows its failure to exercise the necessary due diligence and oversight required under the contract. Given RESPONDENT 1's contractual duties, the responsibility for ensuring timely performance by subcontractors lies squarely with RESPONDENT 1. CLAIMANT was left with no doubt that RESPONDENT 1 had fundamentally breached the contract through its failure to manage and control the work of sub-contractors. The consequences of the delay were the direct result of RESPONDENT 1's failure to fulfil its obligations.
17. The Project was finally completed and handed over to the CLAIMANT on 30 January 2025, 91 days delayed from the original Completion Date in the Main Construction Contract.

Legal Evaluation

18. The Arbitral Tribunal has jurisdiction to hear the dispute.
19. The CLAIMANT is entitled to an award of liquidated damages for the 91 days of delay caused by the RESPONDENT 1 amounting to INR 91 Crores.
20. Although there is no legal obligation on CLAIMANT to disclose the involvement of a third-party funder, CLAIMANT chooses to do so in the interest of transparency and to avoid any potential procedural objections. During the course of preparations for the arbitration, CLAIMANT secured financial support from a third-party funder to manage the substantial costs associated with the proceedings. The funder, Old-Money Capital ("**THIRD-PARTY FUNDER**" or "**TPF**"), is a well-established funding and investment firm headquartered in Casterly Rock. On 29 December 2024, Ms. Cersei Lannister, CEO of Old-Money, met

with Mr. Robert Baratheon to discuss the merits of the claim and the potential investment. Recognizing the strength of CLAIMANT's position and the importance of the project, Ms. Lannister agreed to fund the arbitration costs.

21. Subsequently, CLAIMANT and TPF entered into a Funding Agreement on 29 January 2025, which formalized the terms of the financial support. A draft of the Funding Agreement has been shared in the interest of transparency (CLAIMANT Exhibit 3). Under this agreement, TPF undertook to cover the legal fees, arbitration costs, and related expenses incurred by CLAIMANT in pursuing its claims against RESPONDENT 1. This arrangement allowed CLAIMANT to pursue its legal remedies without compromising its operational stability or ongoing project commitments.
22. CLAIMANT hereby nominates Mr. Oberyn Martell as its arbitrator for confirmation. The disclosure statement is attached (CLAIMANT Exhibit 4).
23. The agreement is governed by the laws of Westeros.

Request

24. In light of the above, CLAIMANT requests the Arbitral Tribunal for the following orders:
 - a. Declare RESPONDENT 1 in breach of Main Contract.
 - b. Declare CLAIMANT entitled to liquidated damages amounting to INR 91 Crores.
 - c. Order costs of the proceedings in favour of the CLAIMANT.
 - d. To make any other order the Arbitral Tribunal considers appropriate.



Mr. Khal Drogo

MAIN CONSTRUCTION CONTRACT

This Agreement (“**Agreement**”) is made and entered into as of 30 April 2020 (“**Effective Date**”), by and between:

IndoBuild Developers Pvt. Ltd., a company incorporated under the laws of the Kingdom of Westeros, with its principal office located in King’s Landing (“**CUSTOMER**”);

and

Al-Majd International Construction Co., a company incorporated under the laws of Essos, with its principal office located at Braavos (“**BUILDER**”).

RECITALS

WHEREAS, CUSTOMER is desirous of constructing a Commercial Complex in Highgarden in Westeros as described in ‘Schedule A’;

WHEREAS, BUILDER seeks to provide its services in the construction of the Commercial Complex in Highgarden;

WHEREAS, PARTIES desire to begin works immediately and complete project milestones to meet contracted timelines;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITION & INTERPRETATION

1) Definitions

- a) “**Agreement**” means this Agreement, including all schedules and exhibits attached hereto.
- b) “**BIPV**” refers to Building-Integrated Photovoltaic.
- c) “**Commercial Complex**” includes the commercial construction in Highgarden as described in Schedule A.
- d) “**Completion Date**” is October 31, 2024.
- e) “**Confidential Information**” includes all non-public information disclosed by one party to the other in connection with this Agreement.
- f) “**Contract Price**” is INR 300 Crores.

2) **Interpretations**

- a) Headings are for reference purposes only and do not affect the interpretation of this Agreement.
- b) Words importing the singular include the plural and vice versa.
- c) References to statutes or regulations include any amendments or re-enactments.

SECTION 2 – PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline the terms and conditions under which BUILDER will provide construction services to CUSTOMER to construct the Commercial Complex as described in Schedule A by the Completion Date.

SECTION 3. PARTIES

- 1) IndoBuild Developers Pvt. Ltd., a company incorporated under the laws of the Kingdom of Westeros, with its principal office located in King’s Landing (“CUSTOMER”);
- 2) Al-Majd International Construction Co., a company incorporated under the laws of Essos, with its principal office located at Braavos (“BUILDER”).

SECTION 4. SCOPE OF WORK

- 1) The BUILDER shall perform all engineering, design, procurement and construction services for the Commercial Complex in accordance with the specifications and drawings set forth in Schedule B. This includes, but is not limited to, site preparation, foundation works, structural framework, MEP installations, façade installation (including BIPV systems), interior fit-outs and landscaping.

SECTION 5. PROJECT TIMELINES

- 1) Commencement Date: 15 May 2020
- 2) Completion Date: 31 October 2024
- 3) Milestone Dates: As detailed in Schedule C.

SECTION 6. PAYMENT TERMS

- 1) **Mobilization Advance:** CUSTOMER agrees to pay BUILDER INR 15 Crores within 15 days of the commencement date, if so requested in writing.
- 2) **Progress Payments:** Payable upon raising of RA Bills by the BUILDER, with each RA Bill not being of lesser value than INR 20 Crores. Payments to be approved in accordance with Payment Schedule at Schedule D to the Agreement.
- 3) **Retention Money:** 2.5% of each progress payment shall be retained by the CUSTOMER until the issuance of the Taking-Over Certificate.

SECTION 7. SUBCONTRACTORS

- 1) BUILDER shall be responsible for the performance of all subcontractors engaged for the Project. BUILDER shall ensure that all subcontractors comply with the terms and conditions of this Contract.
- 2) In case of any conflict arising in the performance of this Contract in contrast to any contract entered into with a subcontractor, the terms and conditions of this Contract shall prevail.

SECTION 8. CONFIDENTIALITY AND PRIVILEGE

- 1) For the purposes of this Agreement, “Confidential Information” includes all non-public, proprietary, or sensitive information disclosed by one party to the other in connection with this Agreement.
- 2) Disclosure of any Confidential Information to third parties is prohibited except as expressly permitted under this Agreement.
- 3) The Receiving Party shall not use any Confidential Information to gain a competitive advantage or for any purpose detrimental to the Disclosing Party.
- 4) Upon termination or expiration of this Agreement, or upon the Disclosing Party’s written request, the Receiving Party shall promptly return all tangible materials embodying Confidential Information and securely destroy all electronic copies, certifying in writing that such destruction has been completed.
- 5) The confidentiality obligations shall remain in effect for a period of five (5) years following the termination or expiration of this Agreement, or for such longer period as required by applicable law, whichever is longer.

- 6) Both Parties acknowledge that any breach of this confidentiality provision may cause irreparable harm for which monetary damages may be inadequate, and therefore, the Disclosing Party shall be entitled to seek injunctive or equitable relief to enforce the terms of this Section 8, in addition to any other remedies available at law or in equity.
- 7) The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

SECTION 9 – BUILDER OBLIGATIONS

- 1) BUILDER shall be solely responsible for obtaining all necessary permits and approvals required for the Project and for complying with all applicable laws and regulations.
- 2) BUILDER shall use best efforts to achieve project milestones in time and to meet the Completion Date.

SECTION 10 – CUSTOMER OBLIGATIONS

- 1) CUSTOMER shall handover site free from encumbrances in time for commencement of works.
- 2) CUSTOMER shall ensure running payments are cleared in a reasonable span of time.
- 3) CUSTOMER shall assist in securing necessary local approvals as and when called upon by the Builder in writing.

SECTION 11 – RISK ALLOCATION

- 1) The risk of delays caused by regulatory changes shall be borne by both the Parties provided the changes were unforeseeable by either of the Parties.

SECTION 12 – LIQUIDATED DAMAGES

- 1) If the BUILDER fails to achieve substantial completion of the Commercial Complex by the Completion Date, the BUILDER shall pay to the Customer liquidated damages at the rate of INR 1 Crore per day for each day of delay, up to a maximum of 50% of the Contract Price. The Parties acknowledge this sum as a genuine pre-estimate of the potential losses that the CUSTOMER may incur due to delayed occupancy, lost rental income and other miscellaneous expenses.

SECTION 13 – FORCE MAJEURE

- 1) If either Party is prevented from performing its obligations under this Contract due to Force Majeure or due to an event that fundamentally alters the equilibrium of the Contract, that Party shall be excused from performance for the duration of such event provided that such Party promptly notifies the other Party of such event and takes reasonable steps to mitigate its impact.
- 2) The affected Party shall use reasonable endeavours to resume performance as soon as practicable after the cessation of such event and attempt to make up for any losses arising from the unforeseeable event.
- 3) The Parties also agree to negotiate in good faith to adjust the terms of this Contract to reflect the impact of such unforeseeable event.

SECTION 14 – DISPUTE RESOLUTION AND GOVERNING LAW

- 1) Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination, shall be finally settled by arbitration in accordance with the Westerosi Arbitration Act.⁴ This is provided that Parties are unable to resolve their differences amicably.
- 2) The seat of arbitration shall be Westeros.
- 3) The language of arbitration shall be English.
- 4) The number of arbitrators shall be three.
- 5) The Contract and this Section 14 are governed by the laws of Westeros.

SECTION 15 – ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.



Mr. Robert Baratheon



Mr. Khaild Al- Fayad

⁴ The Westerosi Arbitration Act is *in pari materia* to the Indian Arbitration & Conciliation Act, 1996.



From: <ceo@almajad.com>
Sent: 15 May 2024, 1:14 p.m.
To: <rb@indobuild.com>
Subject: **Delay in Delivery of BIPV Façade Systems**

Dear Mr. Baratheon,

I sincerely apologize for the delay in the progress of the construction work and the inconvenience it has caused to the project timeline. We fully understand the critical importance of meeting the agreed milestones and the repercussions any delay imposes on the overall completion schedule.

The delay primarily stems from issues related to the delivery of the Building-Integrated Photovoltaic (BIPV) façade systems by our sub-contractor, Green Future Solutions BSC (“**Sub-Contractor**”). Headquartered in Qarth, Green Future Solutions specializes in the design, development, and supply of sustainable building technologies, including advanced BIPV façade systems. The company has a reputation for providing high-efficiency photovoltaic solutions for large-scale commercial projects, making them a natural choice for this critical component of the project.

The BIPV systems required for the façade installation consist of several essential components, including:

1. **Photovoltaic glass panels** – responsible for generating renewable electricity.
2. **Aluminium mounting structures** – required to integrate the glass panels into the building façade.
3. **Inverters and wiring components** – necessary for connecting the BIPV system to the building’s electrical infrastructure.

Unfortunately, the Sub-Contractor has failed to deliver the photovoltaic glass panels and aluminium mounting structures as per the agreed schedule. Additionally, the associated inverters and wiring components have also not been supplied. The delay in the delivery of the BPIV façade systems stems from significant disruptions in the supply chain caused by recent regulatory changes enacted in Westeros. Specifically, the introduction of the Westerosi Environmental Protection and Sustainability Act (WEPSA) on 3 May 2024 imposed stricter standards for the importation and use of construction materials containing rare earth elements and specialized metals necessary for photovoltaic technologies. These materials are critical for the production of high-efficiency photovoltaic glass panels and aluminium mounting structures used in BIPV systems.

Under WEPSA, suppliers are now required to provide detailed traceability reports and sustainability certifications to ensure that all materials are ethically sourced and environmentally compliant. These new compliance requirements led to delays in obtaining the necessary approvals and customs clearances, significantly slowing down the delivery process. Additionally, the regulatory changes mandated that any construction materials with potential environmental impacts undergo enhanced scrutiny and testing, further prolonging the timelines for importation and deployment. The Sub-Contractor, as per our understanding, has faced substantial challenges in adapting to these regulatory shifts. It has come to our notice that the Sub-Contractor was unaware of the changing regulations and is struggling to meet the new requirements. Their existing suppliers struggled to meet the new documentation and certification standards, causing bottlenecks in the supply chain.

We have engaged in repeated negotiations with them since, urging them to fulfil their contractual obligations and exploring possible remedial measures within the framework of our existing agreement. Please be assured that we remain committed to resolving this issue and completing the project as swiftly as possible. In order to ensure timely completion of the Project, we offer our standard glass panels at a discounted rate. These are readily available in our stores and we can commence the work to fit in the same immediately.

We appreciate your understanding and patience during this challenging time and sincerely apologize for the impact this delay has caused.

Yours sincerely,

Khalid Al-Fayad

CEO

Al-Majd International Construction Co.

FUNDING AGREEMENT

This Funding Agreement (“**Agreement**”) is made and entered into as of _____ (“**Effective Date**”), by and between:

IndoBuild Developers Pvt. Ltd., a company incorporated under the laws of the Kingdom of Westeros, with its principal office located in King’s Landing (“**CLAIMANT**”);

and

Old-Money Capital, a company incorporated under the laws of Kingdom of Westeros, with its principal office located at Casterly Rock (“**Third-Party Funder**” or “**TPF**”).

RECITALS

WHEREAS, CLAIMANT is engaged in a legal dispute with Al-Majd International Construction Co. (“**RESPONDENT 1**”) arising from a delay in the construction project located in Highgarden under the Smart Cities Program;

WHEREAS, CLAIMANT seeks to initiate arbitration proceedings to resolve the dispute as outlined in the Main Construction Contract dated 30 April 2020 (the “**Main Contract**”);

WHEREAS, TPF desires to provide financial support to CLAIMANT for the purpose of funding the arbitration costs and related legal expenses associated with pursuing its claims against RESPONDENT 1;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITION & INTERPRETATION

3) **Definitions**

- a) “**Agreement**” means this Funding Agreement, including all schedules and exhibits attached hereto.
- b) “**Arbitration**” refers to the arbitration proceedings initiated by CLAIMANT against RESPONDENT 1 pursuant to the Main Contract.
- c) “**Confidential Information**” includes all non-public information disclosed by one party to the other in connection with this Agreement.
- d) “**Funding Obligations**” refers to TPF’s financial commitments as detailed in Section 4 of this Agreement.

- e) **“Use of Funds”** refers to the specific allocation of funds provided by TPF as outlined in Section 5 of this Agreement.
 - f) **“Repayment Terms”** refers to the conditions under which CLAIMANT will repay TPF, as specified in Section 6 of this Agreement.
- 4) **Interpretations**
- a) Headings are for reference purposes only and do not affect the interpretation of this Agreement.
 - b) Words importing the singular include the plural and vice versa.
 - c) References to statutes or regulations include any amendments or re-enactments.

SECTION 2 – PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline the terms and conditions under which TPF will provide financial support to CLAIMANT to cover the legal fees, arbitration costs, and related expenses incurred in pursuing its arbitration claims against RESPONDENT 1.

SECTION 3. PARTIES

- 3) IndoBuild Developers Pvt. Ltd., a company incorporated under the laws of the Kingdom of Westeros, with its principal office located in King’s Landing (“CLAIMANT”);
- 4) Old-Money Capital, a company incorporated under the laws of Kingdom of Westeros, with its principal office located at Casterly Rock (“Third-Party Funder” or “TPF”).

SECTION 4. FUNDING OBLIGATION

2) Total Funding Amount

TPF agrees to provide CLAIMANT with a total funding amount of [_____] (“**Funding Amount**”) to cover the costs associated with the Arbitration.

- 3) The Funding Amount shall be disbursed to CLAIMANT in the following manner:
 - a) Initial Disbursement: [_____] upon execution of this Agreement.
 - b) Subsequent Disbursements: [_____] upon the achievement of the following milestones:
 - i) Filing of arbitration notice
 - ii) Submission of Statement of Facts

iii) Any other milestones as mutually agreed upon by both parties.

4) Conditions Precedent

a) Disbursement of funds is subject to the following conditions:

- i) CLAIMANT must provide TPF with copies of relevant arbitration filings and receipts for expenses incurred.
- ii) Any other conditions as agreed upon in writing by both parties.

SECTION 5. USE OF FUNDS

4) The Funding Amount shall be used exclusively for the following purposes

- a. Legal fees and attorney costs related to the Arbitration
- b. Arbitration filing fees and administrative costs.
- c. Expert witness fees and related expenses.
- d. Any other litigation-related expenses as approved in writing by TPF.

5) CLAIMANT shall maintain accurate records of all expenditures and provide TPF with periodic financial reports detailing the use of funds.

SECTION 6. REPAYMENT TERMS

4) Repayment Obligation

a) CLAIMANT agrees to repay TPF under the following conditions:

- i) Success Fee: [_____] % of any recovery obtained by CLAIMANT from the Arbitration.
- ii) Multiple of Funding Amount: Alternatively, [___x] times the Funding Amount, to be paid within [_____] of any recovery.

5) Repayment shall be made within [_____] days following the receipt of any settlement, award, or recovery by CLAIMANT from the Arbitration.

6) In the event that CLAIMANT does not recover any amount from the Arbitration, CLAIMANT shall owe TPF the Funding Amount plus [___] % annual interest, calculated from the Effective Date until the date of repayment.

SECTION 7. CONTROL AND DECISION MAKING

3) CLAIMANT retains full autonomy over all litigation and arbitration decisions, including case strategy, settlement negotiations, and acceptance or rejection of any settlement offers.

- 4) TPF may provide non-binding advice and suggestions regarding the Arbitration strategy. However, TPF shall have no authority to direct or influence CLAIMANT's decisions.

SECTION 8. CONFIDENTIALITY AND PRIVILEGE

- 8) For the purposes of this Agreement, "Confidential Information" includes all non-public, proprietary, or sensitive information disclosed by one party to the other in connection with this Agreement. This encompasses details of the funding arrangement, including financial terms and conditions, legal strategies, documents, and proceedings related to the arbitration, business plans, financial data, internal processes, and any other information designated as confidential in writing by the Disclosing Party.
- 9) Both parties agree to maintain all Confidential Information in the strictest confidence, using at least the same degree of care as they employ to protect their own confidential information, but in no event less than reasonable care. The Confidential Information shall be used solely for fulfilling obligations under this Agreement and not for any other purpose without prior written consent.
- 10) Disclosure of any Confidential Information to third parties is prohibited except as expressly permitted under this Agreement.
- 11) The existence of this funding arrangement and the identity of the TPF shall be disclosed solely to the Arbitral Tribunal overseeing the dispute, Responding party, and to legal counsel, accountants, and financial advisors directly involved in the arbitration process who are bound by confidentiality obligations no less restrictive than those contained herein.
- 12) If disclosure of Confidential Information is required by law, regulation, or court order, the Receiving Party must promptly notify the Disclosing Party in writing before making any such disclosure to allow the Disclosing Party to seek a protective order or other appropriate remedy, and disclose only the portion that is legally mandated while ensuring that protective measures are in place to maintain confidentiality to the fullest extent possible.
- 13) Neither party shall reveal any details of the funding arrangement, including the involvement of TPF, to any third parties such as investors, business partners, or the general public, nor issue press releases, public statements, or any form of public communication regarding this Agreement or the funding arrangement without explicit prior written consent from the other party.
- 14) Legal strategies, arguments, and any other litigation-related tactics shall remain confidential and shall not be disclosed outside the permitted disclosures. CLAIMANT must ensure that disclosures to TPF do not infringe upon attorney-client privilege or any other applicable legal

protections, taking all reasonable steps to maintain such privileges, including segregating privileged communications from those shared with TPF.

- 15) The Receiving Party shall not use any Confidential Information to gain a competitive advantage or for any purpose detrimental to the Disclosing Party.
- 16) Upon termination or expiration of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return all tangible materials embodying Confidential Information and securely destroy all electronic copies, certifying in writing that such destruction has been completed.
- 17) The confidentiality obligations shall remain in effect for a period of five (5) years following the termination or expiration of this Agreement, or for such longer period as required by applicable law, whichever is longer.
- 18) Both parties acknowledge that any breach of this confidentiality provision may cause irreparable harm for which monetary damages may be inadequate, and therefore, the Disclosing Party shall be entitled to seek injunctive or equitable relief to enforce the terms of this Section 8, in addition to any other remedies available at law or in equity.
- 19) The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

SECTION 9 – REPRESENTATIONS AND WARRANTIES

[...]

SECTION 10 – TERMINATION

[...]

SECTION 11 – DISPUTE RESOLUTION

[...]



Mr. Robert Baratheon

(Director of Project Management, IndoBuild)



Ms. Cersei Lannister

(CEO, Old-Money Capital)



From: <obmartell@arb.com>

Sent: 1 Feb 2025, 1:19 p.m.

To: <rb@indobuild.com> <ceo@almajad.com>

Subject: **Disclosure Statement for Arbitration in the Matter of IndoBuild Developers Pvt. Ltd. vs. Al-Majd International Construction Co.**

Dear Parties,

I, Mr. Oberynt Martell, hereby submit this disclosure statement to affirm my commitment to impartiality and to provide full transparency regarding any potential conflicts of interest that may arise in the arbitration between IndoBuild Developers Pvt. Ltd. (“CLAIMANT”) and Al-Majd International Construction Co. (“RESPONDENT 1”). This disclosure is intended to uphold the integrity of the arbitration process and ensure all parties are fully informed.

Professional Background

I hold a Juris Doctor degree from the University of Braavos and a Master of Laws (LL.M.) from the Casterly Rock Institute of Legal Studies. With over fifteen years of experience in international commercial arbitration, I have specialized in construction and infrastructure disputes. My expertise encompasses contract interpretation, project management litigation, and dispute resolution in large-scale development projects.

Currently, I serve as a Senior Arbitrator with the Casterly Rock Arbitration Institute and I am a member of the International Bar Association’s Arbitration Committee. My professional affiliations include serving on the board of the Westerosi Institute of Arbitration and as a guest lecturer at the University of Braavos.

Prior Involvement with Parties

I confirm that I have had no previous professional interactions with IndoBuild Developers Pvt. Ltd., Al-Majd International Construction Co., or their respective representatives, including Mr. Robert Baratheon and Mr. Khalid Al-Fayad. To the best of my knowledge, there have been no prior appointments where I have acted as an arbitrator, mediator, or legal representative in disputes involving these parties.

Financial Interests

I declare that I hold no direct or indirect financial interests in either CLAIMANT or RESPONDENT 1. I do not have any investments, shareholdings, or financial ties that could be perceived as a conflict of interest concerning the outcome of this arbitration. My financial portfolio is managed independently and does not include interests in entities related to the parties involved.

Personal Relationships

I disclose that I am in relationship from the past 7 years with Ms. Lori Tyrell who is an associate at Old-Money Capital, the firm providing financial support for CLAIMANT's arbitration costs. However, I have no involvement in the operations or decision-making processes of Old-Money Capital. I maintain strict professional boundaries to ensure that this personal relationship does not influence my impartiality in the arbitration proceedings.

Other Arbitrations and Dispute Resolutions

Over the past five years, I have presided over approximately ten arbitrations and mediations, none of which involved CLAIMANT, RESPONDENT 1, or their affiliates. My experience includes cases governed by the UNCITRAL Rules, the ICC Rules, and the UPICC. I have not served as an expert witness or consultant in matters related to the current arbitration's subject matter.

Memberships and Affiliations

I am an active member of the International Chamber of Commerce (ICC) Arbitration Commission and participate in the Westeros Bar Association's Ethics Committee. I do not hold any positions in organizations that may influence the arbitration's outcome or relate directly to the parties involved in this dispute.

Public Statements and Publications

I have authored several articles on construction law and arbitration ethics published in the Casterly Rock Legal Review and the Braavos Journal of International Disputes. None of my publications

or public statements pertain specifically to IndoBuild Developers Pvt. Ltd., Al-Majd International Construction Co., or the current arbitration case.

Ongoing Duty of Disclosure

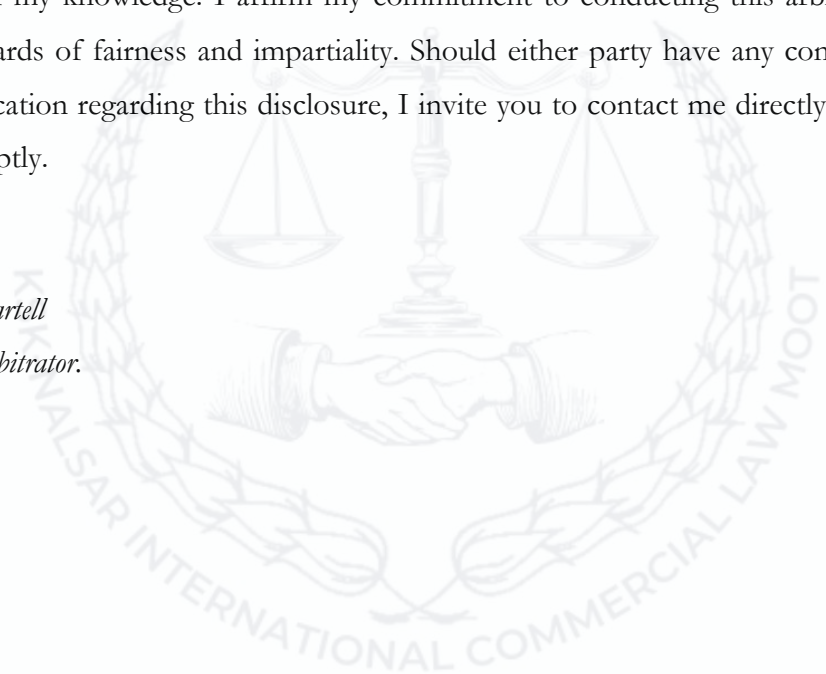
I recognize the continuous obligation to disclose any new information that may emerge during the arbitration process. This includes any changes in my professional or personal circumstances that could be perceived as influencing my impartiality. I pledge to maintain open communication with both parties to ensure transparency throughout the proceedings.

Conclusion

I hereby declare that the information provided in this disclosure statement is complete and accurate to the best of my knowledge. I affirm my commitment to conducting this arbitration with the highest standards of fairness and impartiality. Should either party have any concerns or require further clarification regarding this disclosure, I invite you to contact me directly to address such matters promptly.

Sincerely,

Mr. Oberynt Martell
Independent Arbitrator.



ANSWER TO THE REQUEST FOR ARBITRATION/REQUEST FOR JOINDER

3 FEBRUARY 2025

1. RESPONDENT 1 is represented in this arbitration by Mr. Sandor Clegane, Traveler's Road, The Riverlands.
2. RESPONDENT 1 acknowledges that the CLAIMANT has summarized the facts accurately with respect to the key dates, contractual milestones, and the sequence of events leading up to the dispute. However, while the factual timeline is accurate, RESPONDENT 1 disputes the CLAIMANT's characterization of the responsibility for the delays and the underlying causes. RESPONDENT maintains that the delays were a direct consequence of regulatory changes beyond its control, and CLAIMANT is not entitled to any damages.

Statement of Facts

3. The announcement of the Westerosi Smart Cities Program presented a significant opportunity for RESPONDENT 1 to participate in the transformation of Highgarden into a modern, sustainable commercial hub. Recognizing the potential to showcase its capabilities in delivering complex infrastructure projects, RESPONDENT 1 was keen to be part of this landmark initiative. The prospect of constructing a state-of-the-art commercial complex that integrated advanced sustainable technologies aligned well with RESPONDENT 1's expertise and strategic interests.
4. Following this, RESPONDENT 1 entered into intensive negotiations with the CLAIMANT, for the role of Main Contractor. These discussions culminated in the execution of the Main Construction Contract on 30 April 2020.
5. A key feature of the project was the inclusion of BIPV façade systems, intended to enhance the building's energy efficiency and sustainability profile. To fulfil this requirement, RESPONDENT 1 sought a specialized sub-contractor capable of delivering the BIPV façade systems. After a thorough evaluation process, RESPONDENT 1 engaged in negotiations with Green Future Solutions BSC headquartered in Qarth, a firm known for its expertise in sustainable construction technologies. The subcontract was finalized on 13 May 2020 ("Subcontract"), with Green Future Solutions BSC agreeing to supply and integrate the photovoltaic glass panels, aluminium mounting structures, inverters, and wiring components necessary for the BIPV façade system.

6. The enactment of the Westerosi Environmental Protection and Sustainability Act (“**WEPSA**”) on 3 May 2024 fundamentally altered the conditions under which the subcontract with Green Future Solutions BSC was to be performed. These regulatory changes imposed stringent compliance requirements and caused severe disruptions in the supply chain, making the procurement and delivery of critical BIPV components excessively onerous. At the time of contracting with Green Future Solutions BSC, the regulatory environment was stable, and there were no indications of impending changes. The subsequent enactment of WEPSA, which required new documentation, traceability reports, and enhanced scrutiny, was an external event beyond RESPONDENT 1’s control. Despite diligent efforts to resolve the issue with the subcontractor, these regulatory shifts significantly impacted the ability to fulfil contractual obligations. Moreover, the CLAIMANT was contemporaneously notified *vide* the RESPONDENT 1’s letter dated 15 May 2024 of the unforeseeable circumstances affecting the timeline of the Project. Notably, the CLAIMANT appears to have mitigated any damage caused to it by way of its recent partnership with Finshoots Co. (**RESPONDENT 1 Exhibit 1**)
7. In addition, the RESPONDENT 1 cannot possibly be held liable for any inefficiencies in the subcontractor’s operations vis-à-vis changes in the regulatory environment.
8. Therefore, RESPONDENT 1 maintains that the hardship defence under the Main Construction Contract applies, relieving it of liability for delays caused by these unforeseen and fundamentally disruptive changes.
9. In general, the standard for joinder of a third party generally requires that the third party has a sufficient legal or factual connection to the existing dispute and that their participation is necessary to resolve the issues comprehensively and efficiently. Joinder is typically permitted when: (1) the third party’s rights or obligations are closely intertwined with the subject matter of the arbitration, (2) the third party’s involvement is essential to avoid inconsistent or conflicting awards, and (3) their participation promotes procedural efficiency and the overarching goal of delivering substantive justice. Many arbitration frameworks, recognize the tribunal’s authority to permit joinder if these criteria are met, even if the third party did not originally sign the arbitration agreement.

10. In this case, the sub-contractor, meets the criteria for joinder even though it is not party to the Main Construction Contract. The sub-contractor's obligations under the Subcontract with RESPONDENT 1 are directly linked to the performance of the Main Construction Contract between CLAIMANT and RESPONDENT 1. The delay in the delivery of the BIPV façade systems, which is the core issue in this dispute, arises solely from the sub-contractor's failure to deliver the required components. This means that resolving the dispute effectively and fairly requires assessing the sub-contractor's role, actions, and obligations.
11. Moreover, without the sub-contractor's participation, there is a substantial risk of inconsistent findings regarding the cause of the delay and the allocation of liability. Joinder of sub-contractor ensures that all parties responsible for the project's performance are present, enabling the tribunal to render a comprehensive and enforceable award. It also promotes procedural efficiency by addressing all related claims and defences in a single arbitration proceeding, thereby avoiding the need for multiple, overlapping proceedings that could lead to conflicting outcomes.
12. Therefore, RESPONDENT 1 submits that the sub-contractor, Green Future Solutions BSC, should be joined as "RESPONDENT 2" to the arbitration to ensure a fair, efficient, and complete resolution of the dispute.

Legal Evaluation

13. RESPONDENT 1 accepts the Tribunal's jurisdiction.
14. RESPONDENT 1 recognizes Mr. Martell's extensive experience and expertise in large-scale development and infrastructure disputes, which are highly relevant to the complexities of the present arbitration. Given the specialized nature of the dispute and the importance of drawing upon such expertise for a fair and informed resolution, RESPONDENT 1 hereby waives any objection to Mr. Martell's appointment, notwithstanding any potential conflict. This waiver is made in the interest of efficiency and to facilitate the prompt constitution of the arbitral tribunal. RESPONDENT 1 reserves the right to revisit this issue should any additional circumstances arise that further compromise Mr. Martell's impartiality or independence.
15. RESPONDENT 1 hereby nominates Mr. Samwell Tarly as its arbitrator for confirmation.
16. RESPONDENT 1 accepts the application of Westeros Law to the present dispute.

17. The CLAIMANT has no right to damages and the RESPONDENT 1 is exempt from any liability under the provisions of the Main Construction Contract.

18. In the alternative, the CLAIMANT cannot be awarded damages which are in the nature of a penalty against RESPONDENT 1.

Sandor Clegane

Mr. Sandor Clegane



The Construction Times

HIGHGARDEN

18 JANUARY 2025

IndoBuild Lands Bumper Deal with Finshoots Co. in Highgarden Smart City Project

In a resounding victory against a challenging real estate market, IndoBuild Developers Pvt. Ltd. has secured a major partnership with Finshoots Co., a leading entertainment and media conglomerate. Finshoots Co. has pre-booked nearly half of the commercial spaces in IndoBuild's flagship commercial complex, currently under construction in Highgarden as part of the Westerosi Smart Cities Program. This landmark deal injects much-needed momentum into the Highgarden real estate sector and underscores the growing confidence in IndoBuild's ambitious project.

The agreement marks a significant milestone for IndoBuild, solidifying its position as a key player in Westeros's burgeoning smart city landscape. The commercial complex, envisioned as a state-of-the-art hub for businesses and innovation, has attracted considerable interest since its inception. The partnership with Finshoots Co., however, represents a coup for IndoBuild, demonstrating the project's appeal to major corporations seeking premium office and commercial spaces.

"This partnership with Finshoots Co. is a testament to our commitment to delivering world-class infrastructure and fostering economic growth in Highgarden," said Robert Baratheon, Director of Project Management at IndoBuild Developers. "We are confident that this project will serve as a catalyst for further investment and development in the region." The Smart Cities Program, launched by the Kingdom of Westeros in 2019, aims to transform key urban centers into models of sustainable development and technological advancement. Highgarden, chosen as a focal point for this initiative, stands to benefit significantly from the influx of businesses and job creation spurred by projects like the IndoBuild commercial complex.

The deal with Finshoots Co. comes at a time when developers across Westeros are facing headwinds due to economic uncertainties and market fluctuations. IndoBuild's success in securing such a substantial pre-booking agreement highlights the company's strategic vision and ability to navigate challenging market conditions. The infusion of capital from this deal will undoubtedly bolster the project's financial stability and accelerate its progress towards completion.

The commercial complex incorporates cutting-edge sustainable technologies, including Building-Integrated Photovoltaic (BIPV) façade systems, designed to enhance energy efficiency and reduce environmental impact. This focus on sustainability aligns with the core principles of the Smart Cities Program and positions the complex as a model for eco-conscious development.

The partnership between IndoBuild and Finshoots Co. holds significant promise for reshaping Highgarden's commercial landscape and contributing to the Westerosi Smart Cities Program. While the bumper deal with Finshoots Co. injects a wave of optimism and financial security into the project, the lingering uncertainty surrounding the timely delivery of BIPV façade system components casts a shadow over the project's timeline. IndoBuild's ability to navigate these ongoing supply chain challenges and mitigate further delays will ultimately determine the full realization of this ambitious project's potential and its impact on Highgarden's economic future.

**JOINT COMMUNICATION FROM PARTY-NOMINATED ARBITRATORS REGARDING
APPOINTMENT OF PRESIDING ARBITRATOR**



From: <obmartell@arb.com> <samtarly@arb.com>
Sent: 4 Feb 2025, 1:20 p.m.
To: <rb@indobuild.com> <ceo@almajad.com>
Subject: **Appointment of Presiding Arbitrator**

Dear Parties,

Following our respective nominations and in accordance with the dispute resolution clause in the Main Construction Contract, we have jointly agreed to appoint Lord Varys as the Presiding Arbitrator for the arbitration proceedings between IndoBuild Developers Pvt. Ltd. (“CLAIMANT”) and Al-Majd International Construction Co. (“RESPONDENT 1”).

Lord Varys is a distinguished arbitrator with extensive experience in construction and infrastructure disputes and a proven track record in international arbitration. His reputation for impartiality, discretion, and strategic insight ensures he is well-suited to preside over these proceedings. We are confident that his expertise will facilitate a fair, efficient, and just resolution of this dispute.

Lord Varys has confirmed his availability, impartiality, and independence, and has provided the requisite disclosure statement in accordance with the applicable arbitration rules and ethical guidelines.

We request the parties to confirm their receipt of this communication and to raise any objections, if any, to this appointment within 7 days of receiving this notice. In the absence of any objections, Lord Varys will be formally appointed, and the Tribunal will be fully constituted.

We look forward to collaborating with all parties to ensure a smooth and effective arbitration process.

Thank you.

CLAIMANT'S REPLY TO THE REQUEST FOR JOINDER



From: <rb@indobuild.com>
Sent: 5 Feb 2025, 1:21 p.m.
To: <obmartell@arb.com> <samtarly@arb.com> <varys@arb.com>
Subject: **Reply to Respondent 1's Request for Joinder of Green Future Solutions BSC**

Dear Members of the Tribunal,

CLAIMANT acknowledges the request for joinder submitted by RESPONDENT 1, seeking to join **Green Future Solutions BSC (“Sub-Contractor”)** to the ongoing arbitration proceedings. After careful consideration, CLAIMANT consents to the joinder of the Sub-Contractor.

The Sub-Contractor's obligations under its agreement with RESPONDENT 1 are directly relevant to the issues at the heart of this dispute. The delays in the delivery of the BIPV façade systems are a core element of the alleged breaches of the Main Construction Contract. Therefore, the Sub-Contractor's participation in these proceedings is necessary to ensure a complete and efficient resolution of the claims and defences presented. Allowing the joinder will promote procedural efficiency by addressing all interrelated issues in a single arbitration, thereby reducing the risk of conflicting decisions in separate proceedings. Furthermore, the Sub-Contractor's involvement will provide the Tribunal with the full context needed to allocate responsibilities accurately and render a comprehensive and enforceable award.

CLAIMANT reserves all its rights and claims against RESPONDENT 1 and the Sub-Contractor, and supports the joinder to ensure that all responsible parties are held accountable for their respective roles in the delays and resulting damages.

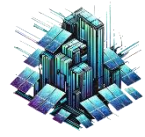
We respectfully request the Arbitral Tribunal to grant RESPONDENT 1's request for joinder and proceed accordingly.

IndoBuild Developers Pvt. Ltd.

Mr. Robert Baratheon,

Director of Project Management.

SUB-CONTRACTOR'S OBJECTION TO REQUEST FOR JOINDER



From: <stark@gfs.com>
Sent: 6 Feb 2025, 1:22 p.m.
To: <obmartell@arb.com> <samtarly@arb.com> <varys@arb.com>
Subject: **Objection to Joinder in Arbitration Proceedings**

Dear Members of the Tribunal,

Green Future Solutions BSC respectfully submits this communication to formally object to the request for joinder in the arbitration between CLAIMANT and RESPONDENT 1.

The Sub-Contractor's objection is based on the following grounds: Firstly, the Sub-Contractor is not a party to the arbitration agreement contained in the Main Construction Contract between CLAIMANT and RESPONDENT 1. As a non-signatory, the Sub-Contractor cannot be compelled to participate in these arbitration proceedings without express consent, which has not been provided. Secondly, the dispute between CLAIMANT and RESPONDENT 1 pertains to obligations under the Main Construction Contract. The Sub-Contractor's obligations arise solely from a separate subcontract with RESPONDENT 1. The issues related to the delay in the delivery of the BIPV façade systems do not present sufficient common questions of law or fact that would necessitate the Sub-Contractor's joinder to the arbitration.

In light of these considerations, the Sub-Contractor respectfully requests the Tribunal to deny the request for joinder and uphold the principle of party autonomy in arbitration. The Sub-Contractor reserves right to raise any challenge to the authority and jurisdiction of the Tribunal at a later stage.

Respectfully submitted,

Green Future Solutions BSC

Eddard Stark,

CEO.

PROCEDURAL ORDER NO. 1

Date: 7 February 2025

Arbitral Tribunal

In the Matter of Arbitration Between:

IndoBuild Developers Pvt. Ltd. (“CLAIMANT”)

Al-Majd International Construction Co. (“RESPONDENT 1”)

Re: Request for Joinder of Green Future Solutions BSC (“Proposed RESPONDENT 2”)

Background

1. On 3 February 2025, RESPONDENT 1 submitted a request for the joinder of Green Future Solutions BSC (“Proposed RESPONDENT 2”) to the ongoing arbitration proceedings.
2. The request for joinder is based on the argument that Proposed RESPONDENT 2’s obligations under the subcontract with RESPONDENT 1 are directly related to the dispute arising under the Main Construction Contract with the CLAIMANT. The delay in the delivery of the BIPV façade systems, which forms a core issue in the dispute, is allegedly attributed to Proposed RESPONDENT 2’s performance.
3. On 5 February 2025, CLAIMANT submitted its reply to the request for joinder, stating that it does not object to the inclusion of Proposed RESPONDENT 2 in the arbitration.
4. On 6 February 2025, Proposed RESPONDENT 2 submitted an objection to the request for joinder, citing its status as a non-signatory to the arbitration agreement and asserting that there are no common questions of law and fact warranting its participation.

Decision

After considering the submissions of the parties and the arguments presented, the Tribunal issues the following decision:

5. The Tribunal hereby orders that Green Future Solutions BSC (“RESPONDENT 2”) be joined as a party to these arbitration proceedings.
6. Reasons for Joinder:
 - a) The dispute concerning delays in the delivery of the BIPV façade systems is central to the arbitration. RESPONDENT 2’s obligations under the subcontract with RESPONDENT 1 are intrinsically linked to RESPONDENT 1’s obligations under the Main Construction Contract with the CLAIMANT.

- b) Joinder is necessary to avoid inconsistent findings and to ensure that all parties responsible for the delays are present in a single proceeding. This promotes procedural efficiency and enables a comprehensive resolution of the dispute.
- c) The Tribunal has the authority to join third parties when their participation is necessary for the complete and fair resolution of the issues in dispute, even if they are non-signatories, given the close factual and legal connection between the claims against RESPONDENT 1 and RESPONDENT 2.
7. RESPONDENT 2 is directed to file its Statement of Defence within 14 days from the date of this Procedural Order.
8. The procedural timetable shall be updated to reflect the inclusion of RESPONDENT 2, and any necessary adjustments to deadlines shall be communicated to all parties.

For the Arbitral Tribunal,

Lord Varys,

Presiding Arbitrator.

Mr. Oberynt Martell,

Arbitrator nominated by CLAIMANT.

Mr. Samwell Tarly,

Arbitrator nominated by RESPONDENT 1.



STATEMENT OF DEFENCE BY RESPONDENT 2

9 FEBRUARY 2025

1. RESPONDENT 2 is represented in this arbitration by Mr. Rob Stark, Winterfell Castle, Westeros.
2. Green Future Solutions BSC (“**RESPONDENT 2**”) is a leading sustainable technology firm headquartered in Qarth, specializing in the design, development, and supply of advanced Building-Integrated Photovoltaic (BIPV) façade systems. With over a decade of experience, RESPONDENT 2 has established a strong reputation for delivering high-efficiency photovoltaic solutions for commercial and infrastructural projects across various jurisdictions. The company is known for integrating cutting-edge renewable energy technologies into building designs, contributing to sustainable development goals and modern energy-efficient construction practices.
3. RESPONDENT 2’s expertise lies in providing bespoke solar energy solutions tailored to complex projects requiring both structural integrity and energy generation capacity. The firm has worked with international developers, contractors, and architects to deliver projects that meet rigorous environmental standards and compliance requirements. Its commitment to innovation, quality, and sustainability has positioned RESPONDENT 2 as a trusted name in the renewable energy and sustainable construction industry.
4. Primarily, we respectfully object to the jurisdiction of this Hon’ble Tribunal. The RESPONDENT 2 has not been afforded an equal opportunity to participate in the formation of this Tribunal and has no representation on the adjudicatory authority over this dispute. The unfair treatment is even more apparent when coupled with the fact that the RESPONDENT 2 has nothing to do with the present dispute and the arbitration clause herein. RESPONDENT 2 reserves its right to approach the Hon’ble High Court having jurisdiction over the dispute under Section 11 of the Westerosi Arbitration Act to seek reconstitution of the entire Tribunal.
5. Further, it has come to RESPONDENT 2’s attention, via an anonymous email, that CLAIMANT is receiving financial support from a third-party funder, Old-Money Capital. This information was not disclosed to RESPONDENT 2 at the time of its joinder to the arbitration. Importantly, TPF holds a sizeable investment in RESPONDENT 2’s competitor, Old-School Ltd.

6. Old-School Ltd. is a legacy manufacturer headquartered in the Iron Islands, specializing in traditional architectural glass and glazing systems. With decades of experience, Old-School Ltd. has built its reputation on producing conventional façade solutions, such as standard glass panels, curtain walls, and insulated glazing units for commercial and residential projects. However, the company's reliance on established methods and materials has left it slow to adopt cutting-edge innovations in sustainable construction and renewable energy technologies. In contrast, RESPONDENT 2 represents a new generation of façade system providers, focusing on advanced BIPV technologies and other high-efficiency, sustainable solutions. RESPONDENT 2's innovative approach integrates renewable energy generation directly into building façades, offering clients superior performance in terms of energy efficiency, environmental impact, and modern design. This progressive stance and technological edge position RESPONDENT 2 as a direct threat to Old-School Ltd.'s market share and relevance in an increasingly sustainability-focused industry.
7. Given these dynamics, Old-School Ltd. views RESPONDENT 2 as a formidable competitor. The growth and success of RESPONDENT 2 in the sustainable construction sector challenge Old-School Ltd.'s dominance and expose its outdated methods. The significant investment by TPF in Old-School Ltd. creates a direct conflict of interest. If RESPONDENT 2 faces an adverse outcome in this arbitration, it would weaken a key competitor to Old-School Ltd., enhancing Old-School Ltd.'s market position and competitive advantage.
8. This context shows the significance of Old-Money Capital's non-disclosure. By failing to disclose its investment in Old-School Ltd. and the potential benefit to TPF arising from RESPONDENT 2's losses, a clear conflict of interest emerges. RESPONDENT 2's competitive standing and future viability are directly impacted, compromising the fairness and integrity of the arbitration proceedings.
9. Further, CLAIMANT's nominated arbitrator, Mr. Oberynt Martell, disclosed a relationship under the IBA Guidelines on Conflicts of Interest in International Arbitration (2024). Specifically, Mr. Martell's partner, Ms. Lori Tyrell, is an associate at Old-Money Capital, the third-party funder supporting CLAIMANT in this arbitration. This relationship constitutes a conflict of interest because Mr. Tyrell, is a life partner of Ms. Martell since they have been in a relationship for over seven years and holds a significant economic interest in the outcome of the dispute through their association with Old-Money Capital. Given that Old-Money Capital is funding

the CLAIMANT, any success for the CLAIMANT in these proceedings would directly benefit Old-Money Capital and, by extension, Mr. Tyrell.

10. The financial support provided by Old-Money Capital ties the outcome of the arbitration to potential financial returns on its investment, thereby raising justifiable doubts about the arbitrator's independence and impartiality. This close family connection, combined with the direct financial implications, creates a conflict that compromises the integrity of the arbitration process.

11. Therefore, we pray that:

- a. This Hon'ble Tribunal not continue with joinder of the Respondent 2.
- b. In the event that this Hon'ble Tribunal deem this joinder necessary, the Respondent 2 be permitted to seek reconstitution of the entire Tribunal to afford it an equal opportunity of representation in the constitution of the Tribunal.
- c. In any event, the CLAIMANT'S appointed arbitrator must recuse himself owing to his relationship with the CLAIMANT'S Third-Party Funder and the lack of disclosure thereof.
- d. Order the costs incurred by the RESPONDENT 2 be reimbursed jointly by the other Parties.



Mr. Robb Stark

PROCEDURAL ORDER NO. 2

Date: 9 February 2025

Arbitral Tribunal

In the Matter of Arbitration Between:

IndoBuild Developers Pvt. Ltd. ("CLAIMANT")

Al-Majd International Construction Co. ("RESPONDENT 1")

Green Future Solutions BSC ("RESPONDENT 2")

Re: Issues for Determination

After considering the submissions of the Parties, the Tribunal has deliberated internally and identified certain pressing issues that must be dealt with first. For the purposes of arguments on these issues, the RESPONDENTS have communicated that they shall be submitting their arguments jointly. Therefore, the Tribunal issues hereby orders that the Parties are to prepare and make submissions on the following issues:

1. Whether the entire Tribunal ought to be reconstituted in light of joinder of RESPONDENT 2?
2. Whether Claimant's appointed arbitrator, Mr. Oberynt Martell, should be disqualified due to the undisclosed relationship between Mr. Martell's partner and the Claimant's third-party funder, Old-Money Capital, and the potential conflict of interest arising from this relationship?
3. Whether Respondent 1 is exempt from liability for the project delays due to the alleged hardship caused by the enactment of the Westerosi Environmental Protection and Sustainability Act (WEPSA), considering the unforeseeability of these regulatory changes and their impact on the Subcontract and Main Construction Contract?
4. Whether Claimant is entitled to liquidated damages under the Main Construction Contract for the 91 days of delay, considering the terms of the liquidated damages clause, the causes of the delay, and any applicable legal principles regarding penalties or liquidated damages?

For the Arbitral Tribunal,

Lord Varys,

Presiding Arbitrator.

Mr. Oberynt Martell,

Arbitrator nominated by CLAIMANT.

Mr. Samwell Tarly,

Arbitrator nominated by RESPONDENT 1.

