

*Maharashtra National Law University, Nagpur*



# 2<sup>ND</sup> MNLU-N NATIONAL COMMERCIAL MEDIATION COMPETITION, 2024

17-18th February 2024 (Virtual)  
9-10th March 2024 (Physical)

Organized by  
*Alternative Dispute Resolution Society, MNLU Nagpur*

**In Association with**



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## **GENERAL**

1. The 2nd MNLU Nagpur National Commercial Mediation Competition, 2024 [hereinafter referred to as “Competition”] shall be hosted by Maharashtra National Law University, Nagpur [“MNLUN”], in a hybrid format with its preliminary rounds taking place online from February 17-18th, 2024 and advanced rounds taking place from March 9-10th, 2024.
2. These rules will be called the “Competition Rules” and shall be applicable to all the participating teams.
3. The competition shall be held in a Hybrid format with the preliminary rounds I & II compulsorily taking place in online mode and the advanced rounds taking place compulsorily on the MNLU-N Campus.

## **DEFINITIONS**

For the purposes of the rules for this competition, the following words and expressions shall be used in the following senses, unless otherwise intended or expressed by the Organisers in the course of the competition:

1. “ADR Society” refers to the ADR Society of the Maharashtra National Law University, Nagpur.
2. “Advanced Rounds” shall refer to the Quarter-Finals, Semi-Finals, and Final Round of the Competition.
3. “BATNA” means the Best Alternative to a Negotiated Agreement, and refers to what is the most feasible step for a party to take, if the Parties fail to reach an agreement.
4. “Caucus” shall mean a private session that may be called by a Negotiating Team or by the Mediators.
5. “Clarification” refers to the official clarifications or corrections to the competition problem.
6. “Competition” shall mean the 2nd Maharashtra National Law University, Nagpur National Commercial Mediation Competition, 2024.
7. “Competition Rules” shall mean the rules of this Competition laid down in this document or any other document designated by the organisers as applicable rules for the competition.
8. “Competition Problem” shall mean any problem framed and circulated by the ADR Society for use in any rounds.
9. “Confidential Information” or “CI” shall mean certain factual information in relation to a Competition Problem that is provided exclusively to only one party to the side they are representing, the assessors, but not the mediators.

10. "Counsel" refers to the legal representative of the party/client.
11. "Dummy Team" will refer to the team assigned by the organizers, in case a registered team fails to appear or withdraws from the rounds to ensure seamless progression of the round.
12. "Eligible Team" shall mean any team comprising three members, currently enrolled in a 5 Year or 3 Year law degree course in the same Institution at the time of the Competition.
13. "General Information" shall mean factual information with respect to a Mediation Proposition that has been provided to both parties for any round.
14. "Host Institution" shall mean Maharashtra National Law University, Nagpur.
15. "Joint Session" shall mean a session in which both the negotiating teams along with the mediators shall be present and negotiating during a round.
16. "Judge" shall mean the assessors who are the qualified individuals nominated by the ADR Society to assess and rate the efficacy of the Negotiating Team and Mediator(s) in a mediation session, in compliance with the rules and regulations governing the Competition.
17. "Negotiating Team" shall mean the Client and counsel of any Eligible Team.
18. "Mediator" shall refer to the neutral party who will facilitate the negotiation.
19. "Organisers" shall mean the ADR Society of Maharashtra National Law University Nagpur.
20. "Participating Team" shall mean any Eligible team which has completed the Final Registration of the Competition and has not backed out.
21. "Penalty" shall include the deduction in marks or disqualification of participants or any other disciplinary action taken by the Organisers on the account of any violation of these rules.
22. "Physical Rounds" shall refer to the advanced rounds taking place on the campus of MNLU Nagpur on 9-10th March 2024.
23. "Problem Statement" shall refer to the Competition Problem and Confidential Information in its entirety.
24. "Registration Fee" refers to the fee to be paid by Selected Teams for participation in the Competition.
25. "Requesting Party" shall mean the Competing Negotiator who represents the party requesting the Mediation.
26. "Responding Party" shall mean the Competing Negotiator who represents the party responding to the request for Mediation.

27. "Room" shall mean the rooms, either physical or virtual, where the Mediation session will be conducted.
28. "Session Manager" refers to a member(s) designated by the Organisers, who would be in charge of overseeing the smooth conduct of a particular competition round.
29. "Scoresheets" means the document attached to the Rule book as Annexures 1 & 2.
30. "Scoring Criteria" shall refer to the parameters mentioned in the scoresheet, used by the Assessors to appraise and evaluate the Competing Teams' performances either as Mediators or Client-Counsel Pairs.
31. "Team Code" shall mean the unique identification number that will be provided to the participating team upon final registration.
32. "Timekeeper" means a person appointed by the Organizing Committee to keep the tab of time during a Mediation/Negotiation Session.
33. "Virtual Rounds" shall refer to the preliminary rounds of the competition which shall be held online from 17-18th February 2024.
34. "WATNA" means the Worst Alternative to a Negotiated Agreement, and refers to the worst outcome if negotiation fails.

### **ELIGIBILITY AND COMPOSITION OF TEAMS**

1. Any university/institution which imparts a 5-year or 3-year LLB course and is recognized by the Bar Council of India shall be eligible to participate. It is clarified that all the team members must be from the same university/institution. Cross-teams will not be allowed to participate in the Competition.
2. Any participating team in the Competition shall comprise 3 members namely, the Client, the Counsel & the Mediator.
3. There shall be no change in the composition of a Participating Team after it has been notified to the Organisers. This condition may only be relaxed with the prior permission of the Organisers, who may consider the request only under extraordinary circumstances.
4. The Organisers reserve the right to define "extraordinary circumstances" on a case-to-case basis.
5. It is the discretion of the ADR Society to decide which teams are eligible to participate in the competition upon a review of the ADR Profile of the Institution.
6. No reason or justification will be provided as to why a certain application failed to make it to the selected list of teams for the Competition. However, the exercise of discretion shall not be arbitrary and unjustified; instead, it shall be exercised only upon the review of the application form submitted by the team during registration.



## **REGISTRATION**

There is a two-step registration process for the competition, Provisional Registration, and Final Registration.

### **I. Provisional Registration**

1. Universities interested in reserving a slot for their team can provisionally register their university with the Organisers through the following link. The form should be duly filed on or before January 25, 2024, for the university to be considered for the competition. Please provisionally register [here](#).
2. A total of 32 Teams will be selected after a careful review of the applications submitted. The selection shall be done based on the ADR profile of the institution. The universities that have been selected will be intimated via email by January 28, 2024.

### **II. Final Registration**

1. Shortlisted Teams/Participants are required to complete the Final Registration Process by duly filling out the Registration Form by or before February 5, 2024. The link for the final registration shall be sent to the teams selected via email.
2. Shortlisted Teams/Participants are required to transfer the registration fees of INR 5100. Details regarding payment shall be notified to the selected universities via email.
3. Upon completion of the Final Registration and payment of the Registration Fee within the stipulated time limit, the Registration of the Team concerned as a participant in the Competition shall be confirmed, and such Team will be assigned a Team Code.
4. Failure to complete the Final Registration process or to submit payment for the Registration Fee may result in the forfeiture of the allotted slot of the applicant team. The ADR Society reserves the right to replace the team with another from the pool of applicants at their discretion.
5. Any amount paid for the purpose of provisional or final registration is non-refundable.

## **COMPETITION SESSIONS**

### **I. Language**

The official language of the competition is English and it shall be used in all the rounds of the competition. Usage of any other language during the course of any competition round is prohibited.

## II. Dress Code

Each member of the Participating Team shall be dressed in Business Formals for the duration of the Competition.

## III. Anonymity

1. The Team Code assigned by the organizing committee shall be utilized for all official communication during the Rounds.
2. Teams must ensure strict anonymity throughout the competition.
3. The participating teams shall employ the names provided in the General Information for communication during the course of the Mediation Rounds.
4. Teams are permitted to reveal their real names to the Judges if the problems don't specify the names to be used.
5. Under no circumstances are teams allowed to reveal their year of study, university affiliation, or any other information about themselves to the judges.

## IV. General Information, Confidential Information and Interpretation

1. The Problem Statement shall consist of the General Information and Confidential Information for a particular round and there shall be five (5) different Problem Statements for each round of the Competition.
2. The General Information will be released one week prior to the competition.
3. Confidential Information supplementing the General Information shall be given to the Negotiating Teams 30 minutes (for Prelims and quarter Finals) and 45 minutes (for Semi-Finals and finals) prior to the start of the mediation session.
4. The Negotiating teams are not permitted to communicate with any person other than their registered coach after the disclosure of confidential Information. If done otherwise, it shall make the entire Team liable for immediate disqualification from the Competition. For an abundance of clarity, any part of the Confidential Information can only be disclosed to the Mediators during the joint session and the caucus.
5. The Selected Teams must rely only on the facts mentioned in the Problem Statement. Participants are not empowered to introduce any new facts or alter any of the facts of the Problem Statement, but they may make arguments or statements that can be reasonably inferred only from the facts mentioned in the problem.
6. Reasonable inferences should not alter or contradict in any way the original facts of the problem. The judges enjoy the discretion to penalize the teams for drawing unnecessary inferences to the convenience of their sides.

7. Unless specified in the General Information, it is assumed that there is no governing law and general principles and practices of law will be applicable.

## **ROUNDS & PROGRESSION**

1. There shall be a total of 5 rounds in the Competition. 2 Preliminary Rounds, Quarter-Finals, Semi-Finals and finals.
2. In each round, the Negotiating Team & the Mediator shall be competing and be marked independently of each other.
3. In no round will the Mediator(s) be from the University/Institution of the Negotiating Team(s). This condition shall not be applicable in the Finals.
4. The Session Manager shall supervise each round and the Timekeeper appointed by the Organisers shall be responsible for keeping time.
5. The Timekeeper will give 30-minute, 15-minute, 5-minute & 1-minute warnings and will announce when the time is up. The negotiations shall stop at the end of the allotted time.
6. No extension of time shall be granted under ordinary circumstances. Even under extraordinary circumstances, wherein an extension of time is granted, then such extension will not exceed 5 minutes. The decision of the Judge(s) on the allocation of time shall be final.
7. It is clarified that the amount of time available to the participants after the release of Confidential Information in any round may be changed at the discretion of the ADR Society, provided that the same shall be notified in advance, and shall be uniform for all participants.
8. The Mode of Communication between the Host Institution and participating teams shall be the 'Email' and 'WhatsApp Messenger' application unless specified otherwise.

### **I. Preliminary Rounds (Virtual)**

1. All 32 Negotiating Teams and Mediators shall compete in the Preliminary rounds.
2. The Negotiating Team will be informed about the party that they are representing on 17<sup>th</sup> February 2024 after the Opening Ceremony.
3. Each Preliminary round shall be 45 minutes (including the time for the Caucus).
4. The Negotiating Teams will be provided with the Confidential Information 30 minutes before the commencement of the rounds.
5. The Mediators will not be provided the Confidential Information under any circumstances.



6. Each session will be evaluated and scored by two Judges assigned by the Organisers.
7. It is mandatory during the Preliminary rounds that both members of the Client-Counsel pair switch their roles. This means that the person who played the role of the client in one round must switch to the role of the counsel, and vice versa, in subsequent rounds. This requirement will not be present in the Advanced Rounds.

## **GUIDELINES FOR VIRTUAL PARTICIPATION**

### **A. Platform**

1. The participants are expected to join their respective Cisco Webex rooms 15 minutes before the round starts. The Mediators for the round are expected to join the Webex link or be present in the allocated room half an hour before the round starts and from there, they would be shifted to the break-out rooms, where they can discuss and prepare with their co-mediator.
2. The Audio and Visual Checking shall take place 10 minutes before the rounds.
3. If a team fails to join the meeting link on time and there is a delay of over 10 minutes, then the team shall not be allowed to participate in that round. The presence of both members of the negotiating team is necessary for the entirety of the round.
4. The Participants must keep their cameras ON, for the entirety of the Mediation Session.
5. The ADR Society will conduct a Technical Orientation in the week preceding the Competition where the teams will be briefed about the technical aspects of the Competition.

### **B. Nomenclature**

1. The Naming Convention for the participants shall be their Team Code and Role. It will be written as “TC No.\_Client” OR “TC No.\_Counsel” OR “TC No.\_Mediator”. For e.g., TC12\_Client, TC12\_Counsel, TC14\_Mediator. The teams are requested to follow the aforementioned naming convention to name themselves in the Cisco Webex Meeting.

### **C. Format and Digital Requirements**

1. Each team member must use a separate device to join the round. If the team joins using the same device, the judges will not mark their participation for that time period.
2. Participants must find a quiet, private location with reliable internet, power, good lighting, and acoustics. They should participate independently without any third-party assistance or presence in the background.

3. Teams must ensure a minimum 2 MBPS internet speed, and have a UPS/Battery Backup for the electronic device (laptop or desktop) used in the competition. A backup internet connection is mandatory in case of primary connection failure.
4. Only Negotiators and Mediators can speak during the Mediation Session, with Judges providing feedback afterwards. The Session Manager or ADR Society members may speak in exceptional circumstances. All others must keep their microphones on “Mute” during the session.

#### **D. Punctuality**

1. Teams are required to join 15 minutes before their scheduled rounds.
2. A delay in joining the rounds of up to 10 minutes due to technical difficulties will be condoned.
3. Teams that are late for their rounds beyond 10 minutes from the scheduled time shall be disqualified and the opposition team shall be matched with a dummy team which will be provided by the Organisers. The ADR Society shall have full discretion to take any decision in this regard.

#### **E. Technical Issues**

1. In the event a technical issue encountered by a Participating Team disrupts a Mediation Session, the Mediation Session shall be paused to allow for the technical issue to be resolved.
2. If a Mediation Session runs for at least 75% of its intended duration and faces a technical issue preventing resumption, the session shall be deemed completed. The judge will score based on the events up to the disruption. Provided that this rule shall be in effect only when;
  - a. Reasonable time in the discretion of the Judges has been allowed to the affected Competing team to rejoin with no prospect of successful resumption, where the reasonable time cannot exceed 15 minutes; OR
  - b. The technological issue arises on the part of the Organizers, or by virtue of a bug or a glitch on the Platform; OR
  - c. The ADR Society deems it necessary.
3. If a Judge disconnects, participating teams should proceed without interruption. A video recording will be provided for the Judge to review missed segments before scoring. In exceptional cases, if unable to contact the Judge, the Organizers may rely on other judges' scores, adjusting them proportionally to meet the bench quorum.
4. If the Session Manager faces technical issues, teams should continue without interruption. The ADR Society will nominate a substitute timekeeper if needed.

5. In case of any miscellaneous or ancillary issues arising during the round, the ADR Society shall have the final discretion over the matter with regard to the Judge's views.

## **II. Advanced Rounds (Offline at MNLU-N Campus)**

1. Advanced Rounds include the Quarter-Final, Semi-Final and Final Rounds.
2. The top 8 Client-Counsel pairs and the top 8 Mediators from the Preliminary Rounds are required to appear for the advanced rounds on the MNLU-N Campus.
3. The rounds will take place on 9-10th March 2024.
4. The top 8 Client-Counsel pairs and the top 8 Mediators from the Preliminary Rounds shall be required to pay an **additional amount of INR 1500** per person inclusive of food, accommodation and transportation to and fro from the campus to the accommodation. Details regarding payment shall be notified to the selected candidates via email.
5. Accommodation shall be provided for the dates of 8th, 9th and 10th of March 2024.

### **A. Quarter-Finals**

1. The 8 highest scoring Negotiating Teams and the 8 highest scoring Mediators from the Preliminary Rounds will proceed to the Quarter Finals.
2. The match-ups shall be decided by a draw of lots, which shall also decide the side that the parties would be represented in the mediation session.
3. Each Quarter Final round will be for a duration of 60 minutes.
4. From here on, the rounds will be held on a knockout basis.
5. The Negotiating Teams will be required to confirm their roles before the round begins. These roles will then continue till the end of the competition.
6. The Negotiating Teams will be provided with the Confidential Information 30 minutes before the commencement of the rounds.
7. The mediators will not be provided the Confidential Information under any circumstances.
8. The Quarter-Finals will be evaluated and scored by two Judges nominated by the Organisers.

### **B. Semi-Finals**

1. After the Quarter-Finals, the Negotiating team and the individual Mediator with the higher score than their respective counterparts in each mediation room will proceed to the semi-finals.

2. The duration of each Semi-Final Round will be 75 minutes.
3. The match-ups shall be decided by a draw of lots, which shall also decide the side that the parties would be represented in the mediation session. In any Mediation Session, if the Mediator is of the same Institution/University as the Negotiating Team, then the Mediator shall be swapped with any other Mediator randomly through a draw of lots.
4. The Negotiating Teams will be provided with the Confidential Information 45 minutes before the commencement of the rounds.
5. The mediators will not be provided the Confidential Information under any circumstances.
6. The Semi-Finals will be evaluated and scored by three Judges nominated by the Organisers.

### **C. Final Rounds**

1. After the semi-finals, the Negotiating team and the individual Mediator with the higher score as against their respective counterparts in each mediation room will proceed to the Final Round.
2. The duration of the Final Round will be 90 minutes.
3. In the final rounds, the Negotiating team and the individual Mediator with the higher score as against their respective counterparts will be declared as the winners of the competition.
4. The Negotiating Teams will be provided with the Confidential Information 45 minutes before the commencement of the rounds.
5. The Mediators will not be provided the Confidential Information under any circumstances.
6. The Finals will be evaluated and scored by three Judges nominated by the Organisers.

### **OPENING STATEMENT**

1. Every mediation session shall start with the opening statements of Mediators followed by the opening statements of the Negotiating Teams.
2. For preliminary rounds, the opening statement of each mediator shall not exceed three (3) minutes and a joint opening statement shall not exceed six (6) minutes. The opening statement of each Negotiating team shall not exceed five (5) minutes.
3. For the Advanced Rounds, the opening statement of each mediator shall not exceed five (5) minutes and a joint opening statement shall not exceed ten (10) minutes. The opening statement of each Negotiating team shall not exceed seven (7) minutes.

4. The Negotiating teams may decide amongst themselves and divide such time amongst their respective roles (Client/Counsel) as they deem required. The Requesting Party shall give their opening statement first amongst the two Negotiating teams.

### **CAUCUS**

1. A Caucus forms an integral part of a Mediation session, which allows the parties to talk to the Mediators privately often to discuss options with the intent to find a solution.
2. Either the Mediators or either of the Negotiating teams may call for a caucus.
3. The timing of the caucus for any of the negotiating teams may not exceed the following limits: Preliminary Rounds (5 minutes), Quarter-Finals (7 minutes), Semi-Finals (10 Minutes), Finals (10 minutes).
4. Exceeding the time limit mentioned will attract a Penalty.
5. During the caucus (for the preliminary rounds) with one party, the other party must leave the room/breakout room. They shall rejoin when asked to by a mediator/member of the organizing committee. The time taken for such logistics may be excluded from consideration, at the discretion of the Judges.
6. During the caucus (for the advanced rounds)
7. Care must be taken by the Mediators to prevent unfair usage of the Caucus session by the party for example, staying in the caucus beyond the prescribed durations so that the other party is deprived of time in front of the Judges. The Mediators should ensure that both teams are given equal time for the caucus.
8. In the offline mode, the mediator shall escort one of the team outside the room and conduct the private session with one party and vice versa.

### **TIE-BREAKER**

1. In case there is a tie between two or more Negotiating Teams then the team with the higher score in Criteria 3 (Annexure 1) shall be allotted the better rank, and in case the tie continues, based on marks secured for Criteria 8, Criteria 6, Criteria 4 (Annexure 1) and so on.
2. Tie-breaker for Mediators - In case of a tie in the score of two or more Mediators, the Mediator who will receive the better rank shall be decided based on the marks secured for Criteria 5, and in case the tie continues, based on marks secured for Criteria 9, Criteria 8 and Criteria 6 (Annexure 2).

### **JUDGES**

1. The ADR Society will select and allocate Judges to evaluate the performance of Participants in the Competition and provide constructive feedback to enhance their mediation and negotiation skills.

2. In order to ensure fairness, the Organisers will endeavour to prevent any conflict of interest between Judges and assigned Teams during each Competition Session, particularly by avoiding Judges and Teams from the same Institution.
3. Each Judge is required to disclose any relationships with Participants, Teams, Coaches, Universities, or Colleges that may cast doubt on their ability to perform their duties in an unbiased manner. This is important to ensure that all Judges are able to carry out their responsibilities impartially and that the integrity of the Competition is upheld.
4. The Organisers shall try, so far as possible, that the Participating Teams are assessed by new Judges in every round.
5. In the Preliminary Rounds and Quarter-Finals, the participating teams will be assessed by a bench of 2 Judges.
6. In the Semi-Finals, the participating teams will be assessed by a bench of 3 Judges.
7. In the Finals, the participating teams will be assessed by a bench of 3 Judges.
8. The ADR Society reserves the right to alter the number of Judges in any round. However, under no circumstances, will the number of judges be less than 2 for any round.
9. The Negotiating Team shall be assessed on the criteria as provided in Annexure 1 (Scoresheet for Negotiating Team) and the Mediators shall be assessed on the criteria as provided in Annexure 2 (Scoresheet for Mediators).

## **COACHES**

1. Each Team may register up to one coach.
2. The name of the Coach, if any, shall be indicated in the Form filled out by the Participating Team. The registered Coach will be permitted to interact with the Negotiating Team after the circulation of CI, but will not be allowed to interact with the team once the round begins.
3. The Coaches shall not be permitted to attend the Joint Session or the Caucus session. Further, the coaches will not be allowed to interact with their team during the caucus session in any manner.
4. The teams are prohibited from communicating with anyone other than the Team's registered Coach after the distribution of CI.
5. During a Mediation Session, the Teams shall not communicate with anyone except the other indicated Negotiating Team and the indicated Mediators.
6. A Coach shall not be a person who is attending the 2nd MNLU-N National Commercial Mediation Competition, 2024, as a Judge.



## **PHOTOGRAPHY AND FILMING**

1. By participating in the Competition, Participants, Coaches, and Judges are deemed to have consented to the use of photography and videotaping by the ADR Society during the entire duration of the Competition.
2. Participants, Coaches, and Judges are deemed to have agreed without any reservations to the use of their photographed images/videos by the ADR Society, the Host Institution, the Sponsors, and the Collaborators of the Competition. The images and videos may be used for promotional or any other purposes, on social media or otherwise.
3. The Final Rounds will be live-streamed by the ADR Society's social media handle(s), on social media platforms, and the Competition Session Participants, Coaches, and Judges are deemed to have consented to this public broadcast.
4. Any special requests seeking exclusion(s) to the above may be conveyed to the Host Institution by way of an email to [adrsociety@nlunagpur.ac.in](mailto:adrsociety@nlunagpur.ac.in), with the subject "Request for Exclusion from Photography/Filming", no later than February 10, 2024.

## **CODE OF CONDUCT**

1. The ADR Society reserves the right to disqualify any team or participant or impose any other penalty for any kind of misconduct on the part of any team member or coach, during the competition. In case of any doubt/dispute, the decision of the ADR Society shall be final. Misconduct includes, but is not restricted to:
  - a. Contacting the Judges before the commencement of the Rounds.
  - b. Non-disclosure of any previous/personal or professional relationship with any of the Judges.
  - c. Disclosure of team identity to other participants during the course of the round or to any judge.
  - d. Scouting and sharing of confidential information or particulars of the Competition problems.
  - e. Any attempt to obtain confidential information with regard to the Competition Problem in a manner not befitting the competition.
  - f. Any other conduct which may give a team an unfair advantage over the other teams, including the use of electronic devices and the internet for the purposes of research during the round.
  - g. The ADR Society will address any violations by deducting points or disqualifying the entire team from the Competition.
  - h. Non-compliance with a Session Manager's instructions by a member/s of any Selected Team will result in a penalty, which will be decided by the Judges assessing the respective round.

2. The participants are requested to bring to the attention of any of the ADR members if they are facing any form of harassment on campus or during their stay in the hostels.
3. The ADR Society reserves the right to disqualify any team or participant or impose any other penalty for any kind of misconduct on the part of any team member or coach, during the competition. In case of any doubt/dispute, the decision of the ADR Society shall be final.

### **PENALTY**

Subject to the discretion of the Judge(s), the ADR Society reserves the right to penalize teams for any violation of any rule under these rules.

### **RESIDUAL**

The ADR Society may take any measures as required for the proper conduct of the Competition. The Society also reserves the right to add, modify, or amend the rules if required. In case of any confusion or lack of clarity with regard to any rules of the event, the Participants are encouraged to contact the Organisers. In any case, the decision of the ADR Society will be final and binding.