

*Government Law College, Thiruvananthapuram's*

**9<sup>th</sup> NATIONAL ADR COMPETITION FOR KELSA TROPHY**

**Problem I:** Medha and Midhun were in a living together relationship for 6 years. Later they solemnized their marriage as per Hindu Marriage Act, 1955. Medha who was more experienced and better qualified was always taunted by Midhun and even restricted from working night shifts in the company in which both of them were employed as Project Managers. Megha, a specially abled female child was born to them. Midhun who was very much concerned with the wellbeing of the child, compelled Medha to resign her job and look after the child. Meanwhile, Medha got a job offer from a multinational company for the position of CEO, she proceeded to accept the job offer and joined the company without the consent of Midhun. She took her child and started to reside in the company guest house. Midhun filed a petition of restitution of conjugal rights. Medha wants to settle the dispute outside the court.

**Problem II:** Srinivas Fabrics is a reputed textile manufacturing industry carrying on business in Ernakulam for about a century. Mark & James Clothing Pvt Ltd, a multinational textile brand looking for expanding its business in South India, took over Srinivas fabrics and made it its subsidiary. The workers of Srinivas Fabrics were unhappy with the new management increasing the working hours and not increasing the salary. The workers protested against such move and one of such protest turned violent which resulted in the injury of a member of the management. Following this incident, some workers involved were suspended and new workers were appointed by the parent company. After the culmination of such events, the trade union gave notice of indefinite strike. The Srinivas Fabrics responded by stating that they were incompetent to receive the notice as management had changed. Mark & James Clothing Pvt Ltd claimed that they were not responsible for the internal matters. Mark & James Clothing Pvt Ltd referred the matter to Labour Commissioner.

**Problem III:** North Corp, a company incorporated in India, has its branches in France, Netherlands, Sri Lanka, and Singapore. The Memorandum of Understanding (MOU) and agreement governing the financial assistance for its business expansion of software development in Sri Lanka and Singapore was obtained from Bank of Paris, situated in

in Paris from January 1, 2015. In 2020, with the onset of COVID-19, the business of the company was badly hit, as such the banking relations between North Corp and Bank of Paris deteriorated. The MD of North Corp intimated Bank of Paris via email and later on by letter that if there arises a dispute we can resolve through arbitration. Due to Civil War in Sri Lanka, the assets of the company were ransacked, which led to closure of the branch. Nanosoft, a software company filed a suit at New Delhi alleging software copyright infringement upon the products of North Corp and obtained a decree of permanent prohibitory injunction and were awarded monetary compensation amounting to Rs.50 crores. Bank of Paris filed a suit against North Corp at New Delhi for recovery of financial support given, North Corp contended that the matter maybe referred to an arbitrator since such is already intimated by means of mail and letter by North Corp. North Corp responded by approaching the Supreme Court of India, seeking a referral for arbitration and the appointment of an arbitrator. The Honourable Supreme Court appointed a sole arbitrator and directed the parties to appear before the arbitrator. Bank of Paris raised objections with regard to arbitration agreement, place of arbitration and various allied issues.

