

GOVERNMENT LAW COLLEGE THIRUVANANTHAPURAM

12th NATIONAL ADR COMPETITION FOR KELSA TROPHY

PROBLEM 1

Dr. Arjun Menon, a 38-year-old senior tech park consultant based in Kochi, and Dr. Devika Warriar, a 36-year-old marine biotechnology professor, married in 2017 and moved into a state-of-the-art, hyper-automated smart residence in Panampilly Nagar. Outfitted with centralized IoT automation, AI voice assistants, cloud integrated security cameras, and smart biometric locks, the smart home quickly became a battleground when Arjun's traditional and dominating mother, Mrs. Leelavathi Menon (64), moved in with them. Leelavathi exercised strict micro-management over daily household affairs and systematically undermined Devika's parenting boundaries with their 6 year old son, Ahaan, who has mild sensory processing sensitivities requiring a structured, predictable local occupational therapy routine managed by specialized therapists in the city. The household dynamic exploded in late 2025 when Devika accepted a prestigious 12-month visiting research chair position at a university in Munich, Germany. Trapped between his mother's emotional ultimatums and his wife's career ambitions, Arjun fiercely opposed the move and secretly used his master administrative override credentials on the smart home's central system to remotely record private audio inside the master bedroom, download encrypted communication logs, and monitor Devika's emails to build a dossier of alleged "parental instability and desertion." The tipping point occurred during a stormy midnight confrontation in November 2025: after discovering that Arjun and Leelavathi had been tracking her private conversations and conspiring to declare her medically unfit for custody, Devika packed essential belongings, triggered the smart home's panic lockdown, and fled with Ahaan to a secure institutional guesthouse near Kadavanthra.

This sparked an aggressive, self-contained family legal battle: Devika filed an FIR at the local Cyber Crime Police Station booking Arjun and naming Leelavathi under Sections 66E and 72 of the IT Act, alongside cognizable and non-bailable charges under Sections 85 and 86 (cruelty by husband or relatives) and Sections 351 and 352 (criminal intimidation) of the Bharatiya Nyaya Sanhita, 2023. In retaliation, Arjun filed a petition for restitution of conjugal rights under Section 9 of the Hindu Marriage Act, alongside criminal cross-complaints alleging house trespass (Section 333 BNS) and criminal breach of trust (Section 316 BNS) against Devika and her brothers for allegedly hacking the smart home hub and removing high end server hardware during their departure. With cross-petitions pending before the Family Court, Ernakulam, covering permanent alimony, interim custody, visitation, and PWDVA maintenance, the High Court has stayed all active litigation and referred the parties to Court Annexed Mediation to resolve international mobility, digital privacy, neurodiversity care, third-party familial boundaries, and the High Court quashing mechanics for non-compoundable criminal charges.

DISPUTES -

1. Matrimonial Future.
 2. Child Custody & Relocation.
 3. Neurodiversity & Healthcare Continuity.
 4. Digital Privacy & Surveillance.
 5. Third-Party Familial Boundaries.
 6. Criminal Charges & Record Quashing.
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PROBLEM 2

Vigilant Heavy Engineering & Metallurgical Ltd. (hereinafter, “the Company”) is a premier, heavy-machinery manufacturing and precision-alloy fabrication enterprise situated in the industrial belt of Chakan, Pune, Maharashtra. Incorporated under the Companies Act, the Company employs approximately 1,800 workers, comprising 950 permanent unionized workmen, 350 Fixed-Term Employees (FTEs) introduced post-2025 reforms, and 500 contract labourers deployed across core and non-core manufacturing lines.

The primary recognized collective bargaining representative is the Vigil-Core Shramik Sangh (VCSS), affiliated with a central trade union federation. VCSS represents over 70% of the permanent workforce and holds the exclusive sole negotiating agent status under the statutory framework of the Industrial Relations Code, 2020.

The current industrial impasse stems from a structural transformation initiated by the Company on February 1, 2026. Citing intense global market competition and a looming deadline for a major European export order backed by heavy financial default penalties, the Company announced a three-fold operational policy shift. Firstly, a workforce re-classification & automation, transitioning 40% of traditional assembly line operations to automated robotic cells, accompanied by a notice of intended retrenchment/redeployment for 250 permanent workers; triggering prior-approval thresholds under the Industrial Relations Code, 2020, over which the parties are already locked in a contest.

Secondly, wage restructuring via the Code on Wages encompassing realignment of salary structures to cap allowances at 50% of total remuneration, which VCSS claims reduces take-home pay and adversely affects calculation parameters for annual bonuses and statutory retrenchment compensation. Lastly, surge in fixed-term and contractual engagements by deployment of fresh Fixed-Term Employees (FTEs) on core assembly lines at lower cost brackets, which the Union alleges as an unfair labour practice designed to bypass permanent job security and dilute union density.

On May 15, 2026, VCSS served a formal 14-day Notice of Strike, protesting the unilateral implementation of service condition changes without exhausting bipartite consultative mechanisms, and challenging the retrenchment parameters. Following the strike notice and with

local tensions boiling over and the Union threatening an indefinite shutdown ahead of the peak export quarter, the Office of the Deputy Chief Labour Commissioner, Pune, immediately admitted the dispute into statutory conciliation under the Industrial Relations Code, 2020. The parties have agreed to submit to a Conciliation Session.

The participants will represent either the Company or VCSS. Their objective will be to negotiate and reach a conciliation agreement that balances the rights and interests of both parties while ensuring compliance with Indian labour laws and considering the practicalities of the current economic climate.

PROBLEM 3

In January 2022 M/s Murdoch Green Mobility Ltd. ("MGM"), a frontrunner in India's electric vehicle revolution listed on the NSE and BSE, entered into a high-stakes, five-year Master Component Supply Agreement ("Agreement") with M/s Zenco Lithium Batteries Inc. ("Zenco US"), a global pioneer in high-density lithium-ion cells. To streamline execution, Zenco US utilized its wholly-owned Indian subsidiary, M/s Zenco Batteries (India) Pvt. Ltd. ("Zenco India"), to act as the local operational, logistical, and technical liaison arm. Under the Agreement, Zenco US was bound to supply proprietary battery cells tailored for MGM's flagship electric SUV line, the Apex.

Crucially, commercial predictability was the anchor of the contract. Clause 12.1 of the Agreement explicitly mandated a rigid price-cap mechanism and stipulated that standard market fluctuations, inflation, or raw material cost spikes would never constitute Force Majeure. Furthermore, Clause 18 embedded a multi-tiered dispute resolution clause: mandatory good-faith executive negotiations, followed by binding arbitration seated in New Delhi under the Arbitration and Conciliation Act, 1996. However, an ambiguous draft insertion - Clause 18.5 - added a layer of complexity: "Any dispute involving financial debt, statutory liabilities, or insolvency triggers under Indian corporate statutes shall be exclusively resolved by the National Company Law Tribunal (NCLT)."

For two years, the partnership flourished. But by mid-2024, geopolitical realignments and severe supply chain contractions throttled the global supply of battery-grade lithium carbonate. Spot prices spiked by over 140%. In July 2024, citing acute commercial impracticability, Zenco US's Chief Executive dispatched an ultimatum to MGM's headquarters in Worli, Mumbai. Zenco demanded an immediate 35% upward price revision per battery cell, warning that failure to agree would trigger an instant halt to factory shipments.

MGM's management stood their ground. Pointing squarely to Clause 12.1, MGM refused to absorb the cost hike, noting that market volatility was a foreseen commercial risk expressly allocated to the supplier. As MGM withheld sign-off on the price amendment, tensions boiled over. Shipments slowed to a trickle, assembly lines at MGM's Pune plant sputtered, and pre-booked deliveries to retail customers faced catastrophic delays.

Rather than pursuing formal renegotiation or invoking the contract's dispute mechanisms, the Zenco group executed a parallel corporate manoeuvre designed to box MGM into a corner. On October 10, 2024, behind closed doors, the board of directors of Zenco India passed a resolution acknowledging severe cash-flow distress allegedly triggered by MGM's "refusal to cooperate with market realities". Without giving prior notice to MGM, Zenco India rushed to the National Company Law Tribunal, Mumbai Bench, filing an application under Section 10 of the Insolvency and Bankruptcy Code, 2016 (IBC) for the initiation of a Corporate Insolvency Resolution Process (CIRP). Zenco India claimed that pending operational adjustments constituted an unpaid financial and operational vacuum, rendering the local entity financially paralyzed.

Simultaneously, Zenco US issued a formal notice of termination of the Master Supply Agreement, alleging that MGM had defaulted on minor quality-assurance documentation benchmarks - an allegation MGM's technical auditors dismissed as a manufactured pretext. MGM found itself staring at an operational cliff. Its supply chain was severed by an overseas parent company that claimed it was merely a contractual stranger to the local execution, while its primary local counterparty had plunged headfirst into insolvency proceedings to freeze all liabilities.

Recognizing that litigation through traditional courts would take years and strangle its market valuation, MGM's board bypassed the deadlock and formally triggered the Notice of Arbitration under Clause 18 of the Agreement, naming both Zenco US and Zenco India as joint respondents. However, the legal landscape immediately fractured into an intense dispute over forum and scope - the jurisdictional question as well as insolvency and commercial roadblock. With the NCLT admitting Zenco India into CIRP, the Interim Resolution Professional (IRP) taking control of local assets, and the threat of international arbitration looming, the parties stand at an impasse.

