

Clarifications

1. Contract price of contract of affreightment?

Contract price is deliberately not mentioned. It can be considered as 'X'.

2. Is Rs 25, 00,000 inclusive of interests?

It was agreed by the parties that the damages shall be limited to Rs.25,00,000/-. There was no agreement on interest.

3. Was there an interview of the CEO of Shanvi Agro in furtherance of which the press release took place on November 5th? If yes, please do provide us with the details and information that was disclosed in the interview?

There was no interview. A reported who published the article managed to get a quote from the CEO.

4. How is the Academy for Resolving Conflicts in Maritime Arbitration interested in the outcome of the case?

Based on the already given facts, it is upto the participants to interpret the same,.

5. Shore & Ross filed additional pleadings on the 30th of November, 2019. (Paragraph 10) The reply statement against the Counter Claim was filed on 20th November, 2019 by Shankvi Agro - 10 days before the pleadings were filed itself. (Paragraph 11) Could you please clarify the disparity in the dates?

Shore & Ross filed additional pleadings on 10th November 2019. It is a typo.

6. Kindly clarify regarding the date of the counter claim i.e 20th nov as mentioned in Para 11, in relation to the douth arising as the counter claim itself in para no 10 was filed on 30th November 2019.

Clarified in Query No.5.

7. Kindly clarify the place of signing of contract of affreightment under para 4.

It was signed in counterparts.

8. Kindly clarify at what place or tribunal the other shipowner claimed about the fault of Shore & Ross.

The other ship owner had sent an email to Shore & Ross stating so.

9. Is Academy for Resolving Conflicts in Maritime Arbitration parimateria to the Indian council of arbitration?

No

10. Head Legal Counsel Harshad Chawla drafted the contract, at what point of time did Shore & Ross get to know that he was also the Chief Patron for 'Academy for Resolving Conflicts in Maritime Arbitration'?

Shore & ross knew about it even at the time of signing the Contract.

11. Were the labour strikes of sub-contractors of Shore & Ross limited to the said sub – contractors or was the same a market-wide strike?

It was not a market wide strike. However a few other sub-contractors employed by others companies also participated in the strike.

12. What is the role of sub-contractors of Shore and Ross?

Loading, docking and getting the ship ready for sail.

13. What is the Seat of Arbitration?

It is for participants to construe the 'seat' from the arbitration clause.

14. What is the significance of carriage of Goods by Sea Act?

It does not deal with the facts of the Moot Proposition. It is open for participants to utilise appropriate legal propositions and statutes.

15. The Substantive law of which country is applicable: India or Singapore?

India.

16. What is exactly meant by Vessel Chartering Operation?

It is a general term used in the maritime industry for chartering and vessel operations.

17. Is the arbitration conducted by the 'Academy for Resolving Conflicts in Maritime Arbitration'? If so, please provide the rules of the institution. If not, what are the rules of procedure decided by the parties for conducting it as ad-hoc arbitration?

The arbitration is not conducted by the 'Academy for Resolving Conflicts in Maritime Arbitration'. It is merely an appointing authority. The arbitration is ad-hoc.

18. Can the issues given in the proposition be clubbed together and framed as single issue or as a sub issue in the existing one?

Yes, candidates can mould the issues in any way they deem fit. However it is to be ensured that all issues are addressed.

19. Can the given ‘Academy for Resolving Conflicts in Maritime Arbitration’ be regarded as Indian Council of Arbitration?

No.

20. Also whether the rules laid down by various committees and councils of arbitration in India is applicable in the current proposition. (International and domestic arbitration centre in India rules)

It is not binding on the present arbitration. Relevant provisions from other rules may be used for persuasive value.