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**Azadi Ka
Amrit Mahotsav**

THE XVI LC-1 ALL DELHI (NCR) MOOT COURT COMPETITION 2022 HANDBOOK

Organised by
**Moot Court Society, Law Centre 1
Faculty of Law, University of Delhi**

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ABOUT LAW CENTRE-1

The Faculty of Law was established in 1924. With the demand for an increase of seats in LL.B., Law Centre I was established in the year 1970 and commenced its classes for the LL.B. in the evening in the D.A.V. School building at Paharganj. Soon it was relocated to the N.P. School building at Mandir Marg. In 1994, Law Centre I was relocated to the main campus of the Faculty of Law on Chhatra Marg.

ABOUT THE MOOT

The LC-1 All Delhi (NCR) Moot Court Competition is a signature moot court competition organised by Law Centre 1 every year. It is organised only for colleges and universities of Delhi and NCR. This is going to be the 16th Edition of the moot court competition. Over the years, it has witnessed participation from prestigious colleges and universities of Delhi and NCR. It has had judges from the Supreme Court, various High Courts, eminent lawyers and jurists. The moot problems over the years have delved into various areas of law, putting interesting legal dilemmas and quintessential factual matrix before the participants. This moot court aims to stimulate the faculties of critical reasoning and fine advocacy skills in the participants, which is evident from the fact that over the years, the moot has seen some very novel and erudite arguments being made by the participating teams.

INVITATION & MESSAGE FROM THE FACULTY CONVENOR



Dr. Alok Sharma
Associate Professor

It gives us immense pleasure to invite your esteemed institution to participate in the XVI LC-1 All Delhi (NCR) Moot Court Competition 2022. After a long gap of two years due to the onset of the pandemic, we are finally inviting teams from the Delhi and NCR colleges and articulations adorned with an eloquent display of critical thoughts. Since, we all know that pandemic has had a stagnant effect on academics and more so, on the co-curricular environment, I hope that this mooting exercise shall add to the freshness in students' minds. We have recently seen the inauguration of the first international Arbitration Centre of India, at Hyderabad Which is a sign that the Indian judiciary and the Government is developing a pitch to promote ADR mechanisms. There cannot be two days about holding that in the coming years, we are going to see a tremendous shift towards ADR mechanisms, be it from the standpoint of law practitioners or the perspective of policies and judicial decisions. Therefore, for the 16th Edition of the LC-1 All Delhi (NCR) Moot, we have decided to come up with an interesting issue on Arbitration law. It is for the first time that we are holding this moot court competition on Arbitration. I hope that participants are going to benefit a lot from this moot court competition by getting to know the nitty-gritty of Arbitration law during their research.

RULES & REGULATIONS

The **XVI LC-1 All Delhi (NCR) Moot Court Competition 2022** is being organised under the auspices of the Moot Court Society, Law Centre-I which will be held on **12th/13th March 2022** in the **ONLINE MODE**, as per the schedule attached. The competition may see conduction in a single day or span over two days, final decision with respect to this shall be communicated to the teams well in advance. The following rules shall govern the Competition:

ELIGIBILITY FOR PARTICIPATION

All Law Colleges and the institutions imparting legal education (Both 5 year and 3 year LL.B. course) recognized by the Bar Council of India **situated in Delhi NCR** are eligible to participate in the competition.

COMPOSITION OF THE TEAM

- Each team shall consist of a minimum of two members and maximum of three members. This team composition cannot be altered under any circumstances.
- Every team shall consist of two speakers. Teams may have only one researcher.

ROUNDS

The competition will have three rounds – **Preliminary Round, Semi-final Round** and **Final Round**. In the Preliminary Round each participating team shall take part in two rounds as per the fixtures drawn and announced. Each team shall argue once from both sides; the claimant and the respondent. Teams that win in both the courtrooms in the preliminaries would graduate to the next round. In the event of a tie, the teams with the highest scores would be considered. Semi-final and Final shall be knockout rounds.

There will be a **Researcher Round** exclusively for researchers in between the rounds as per the convenience of the organizers.

Institutions in Delhi and NCR may confirm their participation by **12th February 2022, 11:59 PM** by Provisionally Registering themselves at this [link](#). The same link shall be used by the teams for Final Registration by **20th February, 2022, 11:59 PM**. There shall be no registration amount.

TEAM CODE

Upon completion of registration, team code will be allotted to each team. Thereafter all correspondence shall be in reference to that team code. The same team code must be used by the teams during submission of memorials and oral rounds. Teams must not disclose the identity of their College/University anywhere in the Memorial. Violation of this Rule shall attract severe penalty at the sole discretion of the organisers.

SUBMISSION OF MEMORIALS

- The teams must submit the soft copy of their memorials for evaluation by 8th March 2022, 11:59 PM. Submissions shall be made in .pdf format.
- Submissions of memorials from both the sides, shall be made through email, sent to ncrmoot2022@gmail.com with the title "Memorial Submission-<Name of the Institution>-<Team Code>".
- Memorial files shall be named as <teamcode><C/R>.

MEMORIAL SPECIFICATIONS

All memorials submitted must conform to the following general requirements:

- A. Memorial must be typed in MS Word with black font on A4 page size.
- B. The body of the memorial must be in font Times New Roman, Size 12; 1.5 line spacing.

- C. Footnote must be Times New Roman Font, Size 10; 1.0 line spacing.
- D. Teams should use the Bluebook method of citation for footnoting.
- E. Footnoting style must be consistent throughout the memorial.
- F. Each page must have a margin of at least one inch on all sides.
- G. There should not be any borders on the pages.
- H. The Memorial should not exceed 25 typed pages, of which the arguments advanced should not exceed 15 pages.

I. The Memorial shall comprise of the following parts:

Cover Page

Blue Cover – Claimant



Red Cover – Respondent



Table of Contents

List of Abbreviations

List of References and Cases

Statement of Jurisdiction

Statement of Facts

Statement of Issues

Summary of Pleadings

Detailed Pleadings

Prayer

Each memorandum shall have the following and only the following on its Cover Page:

- a) The team code on the top right-hand corner of the Cover Page
- b) The name and place of the forum
- c) The relevant legal provision under which filed
- d) Name of parties and their status
- e) Memorandum Filed on Behalf of ...

Following are the guidelines on which memorials of the teams shall be evaluated:

- **0.5 marks penalty each for, unless context levies otherwise:**
- Incorrect team code/Absence of team code on the Cover Page/Absence of marking side (such as "C or R" in the team code).
- Incorrect or Absent forum name/ Incorrect or Absent forum place on the Cover Page.
- Incorrect cause title on the Cover Page.
- Incorrect representation of parties/Absence of representation of parties on the Cover Page.
- Incorrect jurisdiction/Absence of jurisdiction on the Cover Page.
- Failure to mention side represented ("Memorandum on Behalf of...") on the Cover Page.
- Absence of page numbers in Table of Contents.
- Absence of page Index of Authorities.
- Incorrect jurisdiction/Absence of jurisdiction under Statement of Jurisdiction.
- Incorrect font or font size (if found at more than one places then deduction of 0.75 marks).
- Incorrect line spacing (if found at more than one places then deduction of 0.75 marks).
- Incorrect page margin.
- Incorrect page numbers (such as, no change between Roman and Hindu-Arabic as required)/Absence of page numbers.
- Incorrect order of the sections of the memorandum.
- Presence of blank page(s).
- Incorrect footnotes.
- **Delay in submission of the memorials upto 24 hours. Beyond 24 hours, it shall be 1 marks for each day of delay.**

COMPENDIUM

Participants may email their compendiums, if any, on ncrmoot2022@gmail.com with the title "Compendium<Teamcode>", at least 2 days prior to the oral rounds. Compendiums must not contain any mark or identification elements of which may disclose the identity of the team members or their institution.

ORAL ARGUMENTS

- Court language shall be English.
- Each team shall be given 30 minutes to present their oral arguments in the Preliminary Rounds and 45 minutes in the Semi-final and Final Rounds. This shall include the pleadings of both speakers and any rebuttal time, if applicable.
- Each speaker is required to present the oral arguments for a minimum of 10 minutes.
- Rebuttal shall be permitted to the team appearing as claimant, provided, the time for rebuttal is adjusted within the total time granted to them for presenting oral arguments.
- The team wishing to rebut shall have to inform the court masters before the commencement of the round.
- A sur-rebuttal may be allowed as per the discretion of the judges.

SCORING

A. Memorial - 20 Marks

- Application and Appreciation of Facts: 5 Marks
- Identification of Issues and Application of Legal Principles: 5 Marks
- Ingenuity and Logical Reasoning: 5 Marks
- Grammar, Style and Clarity: 5 Marks

B. Oral Arguments - 80 Marks

- Application of facts and evidence- 10 Marks
- Application of law - 20 Marks

- Use of authorities and precedents- 10 Marks
- Advocacy skills - 10 Marks
- Response to questions and articulation- 15 Marks
- Court etiquettes- 10 Marks
- Language - 5 Marks

EXCHANGE OF MEMORIALS

- There shall be an exchange of memorials between the respective opposing teams, in accordance with the fixtures as determined by a draw of lots, prior to all the rounds of the Competition.
- The teams are prohibited from making any copies of the exchanged memorials.

WALKOVER

If a team scheduled to participate in a round fails to appear within 10 minutes of the scheduled time, a walkover shall be declared. The defaulting team will not be allowed to participate in subsequent rounds.

TECHNICAL PREREQUISITES

- All the participants shall join the e-Courtroom using a fully charged device with no technical glitches.
- They shall also make sure that they are in an area of stable internet connectivity.

SCOUTING

Scouting would lead to disqualification of a team. Scouting by any person should be brought to the notice of the organizers immediately, without disturbing the round in progress.

DRESS CODE

For Gentlemen: Western Formals (Shirt, Trousers, Coat and Tie).

For Ladies: Western Formals or Indian Formals (White Kurta, Black Churidar and Coat).

AWARDS

- Cash prizes will be awarded to Winners, Runner up, Best Memorial, Best Speaker and Best Researcher.
- All participants shall be awarded participation certificates.

CODE OF CONDUCT

- Participants will be disqualified from the competition, if they are found misbehaving, or causing nuisance, or making abusive statements, showing disrespect towards judges, co-participants or members of the host institution.
- No participant shall enter into an e-Courtroom without changing his/her profile name to the allotted teamcode. Courtmasters reserve the right to forthwith remove such participant from the e-Courtroom and allow only after necessary changes.

MISCELLANEOUS

- The organizers' decision with regard to the interpretation of rules, any matter not contemplated by the rules or any other matter related to the competition shall be final and binding.
- If any one of the members of a team is notified or informed of any detail or information concerning the Competition, it shall be deemed as if the said team as a whole has been duly notified or informed.
- The Organisers, as mentioned in these Rules, refer to the Moot Court Society of Law Centre 1.
- All the participants shall receive detailed rules related to oral rounds and sharing of links etc. through a separate email communication.
- Any direction, guideline or rules which are intimated to the participants at any point during the event, shall be deemed as part of this rulebook.

All the rules are only inclusive and not exhaustive for the competition. Rules should be strictly adhered to. Any deviation from the rules shall attract disqualification or penalty as determined by the organisers.

CLARIFICATIONS

- Participating teams may seek clarifications to the moot problem via e-mail to ncrmoot2022@gmail.com with subject title 'Problem Clarification'.
- The last date for seeking any such clarification is 25th February 2022, till 11:59 PM. The same shall be released on 28th February 2022.
- Any general clarifications which may be regarding registration/submission of memorials/technical difficulty can be mailed at ncrmoot2022@gmail.com with the subject title 'General Clarification'.

For queries over phone,
(Available from 12 PM – 3 PM and 7 PM – 9 PM only)

STUDENT COORDINATORS

Yushika Dalmia (Executive Council Member): 7206437595
Bhadresh Harikant (Executive Council Member): 8826001789
Shagun Agarwal (Executive Council Member): 7906235315
Anu Priya (Executive Council Member): 9534721400
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Gauri Bhatnagar (Executive Council Member): 8979288265
Sakshi Gaur (Executive Council Member): 9821590917

TIMELINE OF THE MOOT

02.02.2022 RELEASE OF MOOT PROBLEM

12.02.2022 LAST DATE FOR PROVISIONAL
TILL 11:59 PM REGISTRATION

20.02.2022 LAST DATE FOR FINAL REGISTRATION
TILL 11:59 PM

25.02.2022 LAST DATE TO SEEK CLARIFICATIONS
TILL 11:59 PM

28.02.2022 RELEASE OF CLARIFICATIONS

08.03.2022 SUBMISSION OF MEMORIALS
TILL 11:59 PM

MARCH INAUGURAL CEREMONY
12TH/13TH ORAL ROUNDS
VALEDICTORY CEREMONY

MOOT PROPOSITION

- 1.** Saint-Murakami India Pvt. Ltd. [“SMIP”] is an ISO 9001:2010 certified company having its registered office at Delhi, India. SMIP manufactures, processes and trades in different types of glass, such as: mirror, frosted glass, clear reflective glass and lacquered glass.
- 2.** To meet the rising demand for float glass SMIP entered into a Supply Contract with a renown Chinese entity YOYOMA, on 25/07/2017, for building a new float glass production line with a capacity of 200 tonnes per day at its factory premises in Faridabad, Haryana. In terms of the Supply Contract, YOYOMA supplied the technical know-how and equipment of the float glass production line, installed and commissioned the production line and trained SMIPs personnel on the float glass production line. The operational life of the production line was 25 years. The production line was commissioned on 25/04/2018.
- 3.** SMIP took an Industrial All Risk Insurance Policy for a sum insured of INR 2000 crores for the period 25/04/2018 to 24/04/2019 from a private insurance company, ABG General Insurance Co. Ltd. [“ABGL”] with its registered office at Mumbai and the policy issuing office at Delhi. The said policy covered: plant and machinery for INR 832 crores, stock of raw material for INR 378 crores, building for INR 600 crores, and Fire Loss of Profits for INR 200 crores.
- 4.** Mr. Robert Alva, the Chairman-cum-Managing Director of ABGL was personally known to the owners of SMIP, and they had a close personal relationship spanning over 5 years. In fact, Mr. Robert Alva, had previously interviewed for the position of CFO of SMIP in 2017 and as part of his interview presentation had recommended that SMIP setup a float glass production line. Mr. Alva, from his previous employments, had considerable experience of working in the glass production line industry, having worked closely with Chinese glass manufacturing companies. SMIPs Board of Directors did not select Mr. Alva for the job of SMIPs CFO and thereafter,

he joined ABGL in June, 2017. Through his personal relationship with the owners he represented the capacity of ABGL to insure the float glass production line with ABGL offering lucrative premium options and wide coverage. Accordingly, SMIP chose to take this insurance policy from ABGL selecting ABGL over 4 other rival insurance companies. When the new float glass production line was inaugurated on 25/04/2018 Mr. Alva was invited to the function and he sat on the podium with his placard displaying: chairman-cum-managing director of ABGL.

5. Unfortunately, on 29/04/2018 at noon, during the course of routine functioning of the plant, the furnace regenerator between burner port no. 14 and 15 collapsed suddenly with the sound of explosion resulting in flames. As a precaution to prevent further explosion and damages, immediate steps were taken towards emergency repair, and in continuance of the immediate steps the production line was temporarily stopped.

6. The concerned personnel at SMIP immediately contacted the YOYOMA engineers who were incidentally working on another glass production line of SMIP at the adjacent premises. It was their preliminary opinion that the cause of loss was due to external heat conditions. On the recommendation of the YOYOMA engineers certain repairs were carried out and an effort was made to restart the plant on 04/05/2018 but it was not successful. SMIP had to fly down YOYOMA top experts from Beijing, at its own cost, for them to examine the cause of loss and to restart the production line. To meet the rising demand for float glass, SMIP had entered into several supply agreements for supply of float glass in India and was under increasing pressure to make timely deliveries. They were therefore constrained to employ substantial manpower and resources from its own reserves to aid the YOYOMA experts.

7. At the annual Derby on 06/05/2018, Mr. Alva, owners of SMIP and a few other friends, were seated at the same table. Mr. Kocchar, who was seated at the same table, who is a long-term banker of SMIP, rued at the losses suffered by SMIP on account of the fire loss at SMIPs production line on 29/04/2018 and even nudged Mr. Alva to not behave 'like Shylock'. In response, Mr. Alva smiled non-committedly.

8. After several attempts, the YOYOMA experts, on 05/06/2018, opined that certain critical parts of the production line had to be dismantled and taken to YOYOMAs workshop at Gurgaon, Haryana for repairs. It was not possible to repair the production line on site. Accordingly, the parts were dismantled, transported to Gurgaon, repaired and re-installed. This process took 58 days. Finally, on 02/08/2018, the entire production line was restarted after the re-installation and the float glass production line recommenced successful production.

9. The CFO of SMIP on 03/08/2018 wrote to ABGL's policy issuing office intimating them of the loss arising from the accident of 29/04/2018. In the email, sent at 6:03 pm, SMIP quantified the loss at INR 80 crores towards loss of profits and INR 60 crores towards loss of stocks. ABGL's policy issuing office acknowledged receipt of the claim intimation email by SMIP on the same day. They appointed, Schubert & Co., IRDAI licensed surveyors and loss assessors, Category-A, on 07/08/2018 at 3:03 pm to survey SMIPs loss. They also appointed Wagner Consultants, non-IRDAI licensed consultants, formerly police officers with the Delhi Police, on 03/08/2018 at 8:03 pm to investigate SMIPs loss event.

10. Schubert & Co. visited the site of loss on 08/08/2018 at 10:00 am. Schubert & Co. inspected the site of loss for 1-hour and through email dated 09/08/2018 sent a list of 42 points on which documents and information was sought from SMIP. SMIP promptly provided all documents and information to each of these 42 points on 23/08/2018. Schubert &

Co. on 05/12/2018 sent another email to SMIP asking for clarification on 5 points on the reply provided by SMIP on 23/08/2018. SMIP provided clarification on these points on 27/12/2018. Again, Schubert & Co. raised 34 fresh queries on SMIP on 03/07/2019. SMIP responded to the same by 24/09/2019 as the documents were voluminous. In response, Schubert & co. raised another set of queries on 02/12/2019 to which the reply was provided by 11/12/2019. Schubert & Co. gave its final survey report to ABGL on 07/01/2020 recommending payment of INR 42 crores towards loss of stocks and INR 13 crores towards loss of profits. In the report, no reason was provided to explain why the report was submitted on 07/01/2020. Schubert & Co. never visited the site of loss after 08/08/2018.

11. Wagner Consultants, visited the site of loss on 06/08/2018 at 11:00 am and inspected the site of loss for 6-hours. They sought several information from SMIP through emails dated 09/08/2018, 25/08/2018, 18/09/2018, and 17/10/2018. SMIP promptly provided responses to these emails and no email was responded later than 5-days. Wagner Consultants gave its final report to ABGL on 03/12/2018 recommending repudiation of SMIPs claim for breach of clause 8.2.3 of the insurance policy. For loss on stocks, Wagner Consultants, assessed the loss at INR 18 crores.

12. On 20/06/2020, ABGL, through a letter sent through speed post, which was received by SMIP on 29/06/2020, informed SMIP of its decision to repudiate SMIPs insurance claim on loss of profit for breach of clauses 7.1.1 and 8.2 of the insurance policy and of its decision to pay INR 18 crores towards loss of stocks. The relevant text of ABGL's letter is as follows:

"We have observed defect liability period clause in the contract between YOYOMA and SMIP which states:

'The Defect Liability Period shall be for a period of 12 calendar months from the date of commissioning of each respective units. The contractor (YOYOMA) shall be liable to replace/upgrade/

rectify at its own cost and expense upon any notice served by the Employer (SMIP) in this regard and with the specific consent of the Employer, any defective parts in the Plant and Equipment or Services rendered by it and to rectify all defects in workmanship relating to erection and commissioning of the equipment, under the contract arising during the Defect Liability Period.'

It is observed, the production line unit was commissioned by YOYOMA on 25/04/2018 and the damage took place within 12 months from the date of commissioning and falls within the defect liability period. YOYOMA appears to have undertaken the repairs free of cost.

Further to this, we have also observed that you have claimed INR 75 lakhs towards deployment of your own manpower and resources to expedite the process and ensure proper work to restart the unit. In this regard, no claim is payable for this amount also because as per Defect Liability Period wordings the cost has to be paid by the contractor.

In view of the above, material damage claim is not payable as per clause 8.2.3 of the insurance policy, which states:

'Loss or damage for which a manufacturer, supplier, contractor or repairer is responsible either by law or ordinance or under any contract or agreement subject to the following:

The insured shall as far as reasonably possible at its own cost pursue any rights of recovery it may have against any manufacturer or supplier of machinery, equipment or other property for the cost of making good of any such loss or damage which such manufacturer or supplier has agreed to make good under contract pursuant to a guarantee or warranty, whether express or implied.'

'The insurers shall indemnify the insured for a loss of the interest unless specifically excluded if at any time during the period of insurance, the property insured under the operational material damage section suffers loss or damage indemnifiable under the operational material damage section or which would have been indemnifiable under the operational material damage section but for the application of a deductible, thereby causing an interruption of or interference with the business insured.

In view of the above wording, business interruption claim will not trigger as material damage proviso is not complied with. Therefore, SMIPs claim is not payable for loss of profits due to business interruption.

In any case, SMIP has delayed in intimating the loss event. While the event occurred on 29/04/2018 the intimation was given on 03/08/2018. This is in breach of clause 7.1.1 of the insurance policy, which states:

"In the event of any occurrence which might give rise to a claim under the policy of insurance, the insured shall notify the insurer as soon as reasonably possible, indicating the nature and extent of loss or damage.'

As far as loss on stocks is concerned, we offer INR 18 crore, based on the assessment by Wagner Consultants."

13. Shocked by ABGLs letter dated 20/06/2020, SMIP sent a detailed email on 26/06/2020 refuting the contents of the letter dated 20/06/2020 and seeking review of the letter dated 20/06/2020. SMIP submitted that the repair is not covered under the Defect Liability Period as the defect is not an inherent fault but caused by external factors. The cost of repair incurred by SMIP qualifies as material damage and consequently business interruption claim should also be paid. SMIP stated

further that Mr. Robert Alva knew about the loss all along and the reason for repudiation on the basis of delay in intimating the claim is unfair. SMIP also protested against reduction of its claim on loss of stocks to INR 18 crore.

14. No response was received to SMIPs email dated 26/06/2020. SMIP wrote a follow-up email on 08/07/2020. No response was received to this email as well. Again, on 29/07/2020 SMIP wrote another follow-up email. No response was received to this email as well. Exasperated, on 14/08/2020 SMIP sent a Notice Invoking Arbitration to Mr. Robert Alva, ABGL for payment of the insurance claim recommending the appointment of Retd. Justice Mr. Ghalib Gibran as the Sole Arbitrator. No response was received to this Notice Invoking Arbitration. SMIP filed a section 11 petition under the Arbitration and Conciliation Act, 1996 before the Hon'ble Delhi High Court for appointment of the arbitrator on 10/09/2021. Despite service of the section 11 petition, neither Mr. Robert Alva nor ABGL, appeared in the matter and consequently, the Hon'ble Delhi High Court through order dated 10/11/2021 confirmed the appointment of Retd. Justice Mr. Ghalib Gibran as the Sole Arbitrator. The Notice Invoking Arbitration was addressed to:

"Mr. Robert Alva
ABGL"

The section 11 petition was also filed with the respondent described as:

"Mr. Robert Alva, ABGL ... Respondent"

15. The text of the arbitration clause in the policy is:

"If any dispute or difference shall arise as to the quantum to be paid under this insurance policy (liability being otherwise admitted), such difference shall independently of all other questions, be referred to the decision of the sole arbitrator to be appointed in writing by the

parties. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the company has disputed or not accepted liability under or in respect of this policy."

16. Retd. Justice Mr. Ghalib Gibran acting as the Sole Arbitrator, sent a letter to both parties, inviting them to a meeting at his office on 17/11/2021. On this date SMIP filed its Statement of Claim. Mr. Robert Alva appeared through counsel in this meeting and sought to file its Statement of Defence to the Statement of Claim filed by SMIP within 4 weeks. Subsequently, on 24/11/2021, SMIP filed an Application under section 17(i)(ii)(e) of the Arbitration and Conciliation Act, 1996 to implead ABGL as a party to this arbitration. Mr. Robert Alva filed his Statement of Defence and his reply to the Application for Impleadment on 08/12/2021. In anticipation, ABGL adopted Mr. Alva's reply to the Impleadment Application and filed a separate Statement of Defence. SMIP submitted that it did not wish to file rejoinder and both parties agreed not to lead any further documentary evidence or oral evidence. The arguments on the Impleadment Application were also kept along with the final arguments.

17. It was discovered in the Statement of Defence filed by ABGL that Mr. Robert Alva, along with two other senior executives of ABGL, has signed an internal memo recommending that SMIPs insurance claim be repudiated for loss of profits and that INR 18 crore should be paid for the loss of stocks. Based on this internal memo, ABGL prepared the letter dated 20/06/2020. Even on the insurance policy schedule, as default, the signatures for ABGL is the digital signature of the Chairman-cum-Managing Director.

18. The following issues have been framed in this arbitration:

- i) Whether ABGL can be impleaded as a party in this arbitration?
- ii) Whether SMIPs insurance claim is arbitrable?
- iii) Whether SMIPs insurance claim is payable?

19. Accordingly, the arbitration has been fixed for final arguments on 12/03/2022. The same counsels were engaged to represent Mr. Robert Alva and ABGL in this arbitration.

*Wishing luck with preparations.
Keep mootng!*