

CLARIFICATIONS: PRELIMINARY ROUNDS I & II

PREPARED BY INDUS LAW

V RGNUL SEMC
31ST MARCH - 2ND APRIL 2023

Organised by
CADR, RGNUL

Clarifications | V SEMC 2023

Prelims Round 1:

1. What specific termination did ALT Encore choose? Termination of cause or convenience? [Termination for cause, which has been intimated to SBP on 15 Jan 2022.](#)
2. Does Encore making SBP aware of their intention mean it was a written notice? [Yes.](#)
3. What liabilities prompted Encore to terminate the agreement? [Does not require any clarification.](#)
4. On what date is the mediation taking place in this problem? Is it before 31st January 2022? [Yes, mediation is taking place before 31 Jan 2022.](#)
5. Will the context/significance of Information Technology Rules 2021 be clarified through additional information, as to how these Rules affected the decision of Encore? or is that free to be reasonably interpreted by the reader? [Free to interpretation by participants.](#)
6. What exactly is Licensed Encore Content? Is it the content solely licensed by Encore or also what they produce in house? [The Licensed Encore Content is as defined in the proposition, i.e., only the 30 \(thirty\) audio-visual titles that SBP has been given a right to host and publish on IndieFlix.](#)
7. In paragraph 10, it is mentioned that Encore made SBP aware of its intention of the decision taken in the AGM, does "aware" here means that they sent a written notice to SBP or just orally communicated? [Yes, written notice for termination for convenience given on 15 Jan 2022.](#)
8. When Encore abruptly turned off the content APIs for Indieflix on 22 January, did they also turn down the content from their platform (ALT Encore) as well or was it still available? [The content was still available on ALT Encore.](#)
9. What is the approximate market value (TRP) of the shows that were shared by Encore to SBP? [Not relevant for the present proposition.](#)
10. Para no. 3 – What Negotiations took place between Encore & SBP before entering into the Contract Distribution Agreement? [Not relevant for the present proposition.](#)
11. Para no. 4 – What were the other things (Among other things....) in the Contract Distribution Agreement apart from those mentioned in 4.1 – 4.5? [Only relevant portions of the agreement are captured in the proposition.](#)
12. Did both parties try to resolve their dispute amicably before going for mediation after the dispute arose because Encore decided to terminate the Contract Distribution Agreement? [Yes, and the same did not work out as captured in para 9 and 10](#)
13. Para no. 10 – Where the proposal was not acceptable, did SBP inform in writing or anyways to Encore? [SBP communicated its disagreement through email.](#)

14. Para no. 10 - Encore abruptly turned off the content APIs used to integrate, incorporate, and embed the Licensed Encore Content with the IndieFlix platform and stopped making its programs available to SBP. How many programs were withdrawn? All the 30 (thirty) audio-visual titles that SBP was given a right to host and publish on IndieFlix were withdrawn.

Prelims Round 2:

1. Is Shreya Iyer consistently playing for Genovian National team? She is one of the 18 players to have a BCCG Player Contract.
2. What are the past cricketing records of Shreya Iyer in terms of her performance? Not relevant for the present proposition. Shreya Iyer is not considered as a significant cricketer currently, but is recognised to have huge potential.
3. what is the time duration (number of months) of Genovian Primer League? The GPL spans across a period of 2 (two) months.
4. In the last sentence of point 6, is the terminology used in the terms and conditions of the BCCG referring to an 'internal' or 'international' cricket tournament? That is a typo. The paragraph is to read: *“Every cricketer with whom BCCG has a BCCG Player Contract needs to abide by the terms and conditions therein, and its breach may potentially lead to the cricketer being ineligible to represent Genovia at any **international** cricket tournament.”*
5. Para no. 9 – Several foreign franchise owners across the world approach Genovian crickets with lucrative offers – What is the amount of these offers? What amount are these cricketers offered in Genovia? What is the difference between these offers and the amount cricketers are paid in Genovia? Not relevant. The quantum of all External Franchisee Leagues and GPL are competitive and comparable.
6. What is the past performance record of Ms. Shreya Iyer? Not relevant for the present proposition. Shreya Iyer is not considered as a significant cricketer currently, but is recognised to have huge potential.
7. Para no. 5 – What was the result of the 2020 world cup? India and England were the finalists and India won by 7 wickets.
8. What was the individual performance and score of Shreya in the 2020 World Cup? Not relevant for the present proposition. Shreya Iyer is not considered as a significant cricketer currently, but is recognised to have huge potential.
9. For how long has Shreya not been performing well? Not relevant for the present proposition. Shreya Iyer is not considered as a significant cricketer currently, but is recognised to have huge potential.

Note: Any or all clarifications that haven't been answered are deemed to be infructuous.