

6TH SURANA & SURANA AND RGNUL INTERNATIONAL ARBITRAL AWARD WRITING COMPETITION, 2025

*Center for Alternative Dispute
Resolution, RGNUL*

&

*Surana & Surana International
Attorneys, Chennai, India*



CLARIFICATIONS

**6TH SURANA & SURANA AND RGNUL INTERNATIONAL ARBITRAL AWARD WRITING
COMPETITION, 2025**

CLARIFICATIONS

I. Procedural Clarifications

Q1. Could you please clarify whether the arbitration clause mentioned in the problem is institutional or ad hoc?

A. As mentioned in para 14, the arbitration will be conducted under the aegis of the DIAC.

Q2. Is the governing law of the contract the same as the seat of arbitration, or are they different? If different, please specify both.

A. The governing law and law of the seat are the same.

Q3. The proposition mentions a sole arbitrator for the award, but the competition allows dual authorship. Should only one author's name be mentioned on the cover page?

A. No, the name of both authors should be present in case of dual authorship.

Q4. Does the Tribunal consist of three members, as provided under Annexure I of the Rulebook?

A. The Tribunal shall be deemed to comprise the same number of members as the number of authors of a submission. This arrangement shall not be construed as affecting procedural fairness in any manner.

Q5. Is there any specific averment from the claimant for joining the second respondent to the arbitration, or from the first respondent opposing such joinder?

A. The second respondent has opposed to being joined as a party since it is not party to the SSA.

Q6. Are the averments made in the statements of claim and defence to be treated as true, forming the basis on which the Tribunal will adjudicate, apart from the documents annexed in the proposition?

A. Yes

Q7. What is the procedure for appointing the sole arbitrator?

A. The procedure for appointment of the Tribunal has been followed.

II. Factual & Contractual Clarifications

Q8. In the proposition, paragraph 11 refers to clause 2 of the SSA and paragraph 12 refers to clause 4. Is there a third clause, or is this a typographical error?

A. The third clause of the SSA is not relevant to the proposition.

Q9. Paragraph 12 begins with sub-point (b). Is there a missing sub-point (a)?

A. Clause 4(a) of the SSA is not relevant to the proposition.

Q10. Which clause of the SSA provides for termination? Could an excerpt of that clause be provided?

A. Clause 7 of the SSA provides for termination.

Q11. Regarding the 3-day work stoppage in April (para 39(b)), should the Tribunal assume that the “owner’s advice” was a binding instruction? Additionally, to which party (if any) should the resulting delay be attributed?

A. Yes, the Tribunal can assume that 3-day work stoppage in para 39(b) was a binding instruction from the owner.

Q12. With reference to the Respondent’s alleged acknowledgment in its FY 2022–2023 financial statements (para 35), is the financial statement considered part of the evidentiary record?

A. Yes, it is part of the evidentiary record.

Q13. In paragraph 6, R1 signs “as its agent” for R2. Should the Tribunal assume that a formal agency agreement exists on record, or is the validity of the agency relationship a matter for determination?

A. There is no formal agency agreement between first respondent and second respondent.

Q14. Who are the actual parties to the SSA?

A. The first respondent and claimant are parties to the SSA.

Q15. What was the key task that AMPL was required to complete?

A. AMPL’s scope of work is enshrined in Clause 1 of the SSA.

Q16. Why did the project stop, and which party was responsible for the delay?

A. To be decided by the Tribunal.

Q17. What are the competing monetary claims?

A. The fact sheet has the required details to ascertain the answer to this question.

Q18. Was the termination lawful, or a strategic move?

A. The fact sheet has the required details to ascertain the answer to this question.

Q19. In paragraph 39(b), the fourth line does not clearly specify whose owner is being referred to — the claimant's or the respondents'. Could you please clarify this, and confirm whether it refers to the respondent's owner, since the first line states that the claimant denies responsibility for the work stoppage?

A. The owner of the vessel.

III. Formatting & Submission Queries

Q20. Are there any confidentiality obligations that the Tribunal should consider while drafting the award?

A. All information before the Tribunal should be treated as confidential.

Q21. Does the problem intend for participants to assume missing facts (e.g., specific damages claimed), or will further details be provided?

A. There is no need to assume and facts.

Q22. Will all participants receive e-certificates of participation and achievement?

A. Yes.

Q23. Could you please provide a sample arbitral award for reference?

A. A Draft Award is already available in the [Rulebook](#) uploaded on the CADR Website.

Q24. What should be the naming convention for the PDF and Word files to be submitted?

A. "X_Y" where 'X' = name of the first author, and 'Y' = name of the second author, if any.

Q25. Could you please confirm the number of pages the Arbitral Award is required to be written on, as the proposition does not specify this?

A. The ideal length of the Arbitral Award is between 30 and 35 pages.