

**Clarifications for 4th Surana & Surana and RGNUL International Arbitral Award Writing  
Competition, 2023**

1. Can the Award be on any issue of our choice?

**Clarification:** The award has to be on all issues mentioned in the procedural order dated 21.04.2023. Refer to paragraph no. 6 of the said procedural order.

2. Whether the Arbitration Proceeding in the Delhi International Arbitration Centre (DIAC) or is it an ad hoc arbitration?

**Clarification:** Ad hoc arbitration.

3. Should we mention the name of the Arbitrator as Justice Emma Kaur or Justice (retd.) Emma Kaur ?

**Clarification:** The question does not require any clarification.

4. Issues already mentioned in problem can be modified or additional issue can be framed by participants ?

**Clarification:** Refer to paragraph nos. 5 and 6 of the procedural order dated 21.04.2023.

5. Can more issues other than the 3 prescribed ones (In page 66 of the Problem) be drafted?

**Clarification:** As already answered in clarification to question no. 4 above.

6. When was the list of GCN CFT and its total charges (i.e., the list in Pg 26-27) sent by the Claimant to the Respondent?

**Clarification:** The list on page nos. 26-27 was sent by the Respondent to the Claimant by email dated 11.07.2020. The calculation of CFT in the said list is on the data provided by the Claimant to the Respondent in the period from February, 2020 till May, 2020 (i.e. when the goods were picked by the Respondent from the Claimant's properties and the GCNs were issued).

7. Given (in the tax invoice annexures) that the payments are to be done within 15 days of raising the invoice, can it be assumed that the payments are already done as per the list sent by the Claimants?

**Clarification:** All the payments have been made by the Claimant to the Respondent as per the tax invoices.

8. Can we include relevant case law in the arguments of the Claimant and the Respondent or should it only be included in the decision and award section?

**Clarification:** Participants will be judged, inter-alia, on the way they craft and structure the award, and the participants are free to use their best judgment in this regard.

9. Is the effective date of arbitration clause/ agreement the same as the effective date of main agreement?

**Clarification:** This is a moot point.

10. What is the factual significance of the exhibit, "TERMS & CONDITIONS FOR SERVICES TO BE PROVIDED BY CARRIER"?

**Clarification:** The same is a delivery receipt / proof of delivery of goods.

11. What are the enforcement date and the expiry date of the previous agreement as provided in the Annexure.

**Clarification:** The competition problem / pleadings of parties contain the relevant details in this regard.

12. In para 3.5 of the facts of the case it has been mentioned that claimant placed an order on the respondent in July, 2020 to re-deploy the goods. Again, in para 3.11 it's been provided that the claimant issued an email on 14th July, 2020 whereby it requested respondent to return all of its goods lying at the respondent's warehouse. Now, my question is whether the order placed in July, 2020 and the email issued on 14th July, 2020 have the same purpose? What's the difference between these two?

**Clarification:** The two sentences refer to one and the same act. The statement contained in paragraph no. 3.5 is general, whereas that contained in paragraph no. 3.11 is specific. There is no other difference between the two statements.

13. There is no specific cost for the goods.

**Clarification:** All the details which have been furnished by the Claimant and Respondent are included in their respective pleadings and documents.

14. There is discrepancies in the page no. 59 of the pdf.

**Clarification:** Question is unclear.

15. The service agreement does not mention any specific clause for loss or damage of group.

**Clarification:** The disputes have to be arbitrated on the basis of the available material.

16. Is covering letter shall be supplied separately or it shall be the first page placed before cover page of arbitral Award ?

**Clarification:** Yes, the cover page of the arbitral award should have the Name, Institution, Year of Study, Email and Phone Number of the author/authors.

17. There is no specific POD of goods misplaced by the claimant.

**Clarification:** The only signed POD between the parties is at internal page nos. 52-53 (page nos. 54-55 of the pdf).

18. Whether sticking to the exact structure as provided with the problem compulsory or minor changes can be made by the participants in the same?

**Clarification:** No new facts outside the “competition problem” can be included. The structure and drafting of the “award” is entirely up to the participants.

19. Para 12 of SOD in the problem states that the PODs (Proof Of Delivery) has been filed herewith, however, the POD's are not attached in the problem.

**Clarification:** The same is at internal page nos. 52-53 (page nos. 54-55 of the pdf).

20. What is the word limit for the arbitral award?

**Clarification:** There is no set word limit for the arbitral award.

21. Do we need to mention the author's name at the bottom of the cover page of the award ?

**Clarification:** The first page of the arbitral award has to be a cover page with details as mentioned in Clarification No. 16