

GENERAL INFORMATION

8th RGNUL Sports and Entertainment Law Mediation Competition, 2026

8TH RGNUL SPORTS & ENTERTAINMENT LAW MEDIATION COMPETITION

SEMI-FINAL ROUND: GENERAL INFORMATION

MAN VS. MACHINE: THE ARJ-7 CONTROVERSY

BRIEF ON THE PARTIES

Brainbop Technologies Pvt. Ltd.

Brainbop Technologies Pvt. Ltd. ("Brainbop") is a gaming technology start-up incorporated in 2019 and headquartered in Nawida, Disnia. The company operates at the intersection of artificial intelligence, data analytics, and competitive gaming, focusing on the development of tools designed to enhance strategic analysis, player training, and spectator engagement within the rapidly expanding e-sports ecosystem.

Brainbop was founded by Amar and Akbar, both of whom were formerly active participants in the semi-professional competitive gaming circuit in Disnia. During their early gaming careers, the founders regularly competed in regional tournaments and collegiate e-sports leagues. Although they initially aspired to pursue professional gaming careers, their interests gradually shifted toward the technological and analytical dimensions of the gaming industry.

Following their transition from competitive gaming, the founders began experimenting with the use of machine learning models to analyse gameplay behaviour and predict strategic decision-making patterns. Their early prototypes focused on identifying recurring gameplay strategies, reaction time patterns, and communication cues that could influence match outcomes. Brainbop, then came into existence with the objective of developing AI-driven gameplay modelling technologies capable of replicating professional-level decision making.

Brainbop subsequently developed its proprietary technology platform, MARVIS (Multimodal Adaptive Replication and Virtual Intelligence System). MARVIS is designed to process multiple forms of gameplay data, including voice communication, gameplay telemetry, reaction times, and player behavioural analytics, in order to create adaptive digital models of competitive players.

The company's long-term business strategy involves licensing these AI-based avatars to professional teams, training academies, and e-sports leagues as strategic simulation and analytics tools. Brainbop has raised funding from a group of angle investors who view artificial intelligence applications in gaming as a rapidly emerging market. The success of Brainbop's business model depends significantly on access to high-quality gameplay datasets generated by elite professional players, which are required to train and refine the company's AI systems.

Mr. Anaar Rao

Anaar Rao ("Anaar") is a professional e-sports athlete who has gained considerable recognition within the international competitive gaming community for his distinctive gameplay style and strategic approach to competitive matches. Over the course of his career, Anaar has built a reputation as a highly adaptable player known for his aggressive tactics, rapid decision-making, and innovative in-game strategies.

Anaar's interest in competitive gaming began during his early teenage years, when he started participating in online multiplayer tournaments and community leagues. His exceptional reaction speed and ability to analyse gameplay patterns quickly distinguished him from other players in the amateur circuit. Within a short period of time, Anar began competing in regional tournaments and gradually transitioned into the professional e-sports ecosystem.

During the early years of his competitive career, Anaar was known for frequently experimenting with unconventional strategies during matches. While this approach occasionally resulted in unpredictable outcomes, it also earned him a reputation as one of the more creative and dynamic players in the professional gaming community. As his career progressed, Anaar began participating in several high-profile tournaments organised by major e-sports leagues. His performances in these competitions helped him secure consistent rankings among the upper tiers of the competitive leaderboard for several seasons.

Apart from his tournament performances, Anaar developed a significant presence on streaming platforms and gaming forums. His live streams, which often included detailed tactical commentary and real-time explanations of gameplay decisions, attracted a substantial online following. Many aspiring professional players viewed his gameplay analysis as an educational resource for understanding high-level competitive strategies.

This growing popularity also enhanced Anaar's commercial value within the gaming ecosystem. Over time, he entered into sponsorship and endorsement arrangements with gaming hardware companies, streaming platforms, and digital entertainment brands. Several of these agreements included performance-linked incentive clauses, under which additional financial bonuses would be triggered if Anaar maintained certain rankings in official tournament leaderboards or achieved specified milestones during competitive seasons.

Consequently, Anaar's professional reputation and financial stability became closely linked to his continued performance in competitive tournaments and his visibility within the professional gaming community. In addition to his professional achievements, Anar has been widely recognised

for his distinctive in-game communication style. During matches, he frequently provides tactical instructions and strategic commentary to teammates in real time. His communication patterns and leadership style have been widely discussed within gaming forums and analytical discussions about professional gameplay behaviour.

Because of these qualities, many analysts have described Anaar's gameplay as a combination of strategic calculation, instinctive reaction, and vocal team leadership. It was these attributes that later attracted the interest of Brainbop's founders, who believed that Anaar's gameplay style would provide an ideal dataset for training artificial intelligence systems designed to model elite competitive decision-making.

BACKGROUND OF THE FACTS

The origins of the collaboration between Brainbop and Anaar trace back several years before the events in question. During the early stages of their careers, the founders of Brainbop and Anaar had frequently participated together in regional gaming tournaments and online competitive leagues as members of informal teams. Although their professional paths eventually diverged, they maintained cordial relations within the gaming community.

While Anaar continued pursuing a professional competitive career, two of Brainbop's founders transitioned into the technology and gaming analytics sector. Their experiences in competitive gaming later inspired them to establish Brainbop as a technology company focused on artificial intelligence applications within e-sports.

In early 2020, during the outbreak of the COVID-19 pandemic, the global entertainment landscape experienced a significant transformation. With physical sporting events suspended and millions of people confined to their homes, online gaming and e-sports witnessed an unprecedented surge in viewership and participation.

Digital tournaments, streaming platforms, and competitive gaming leagues rapidly expanded their audiences during this period. As a result, technology companies began exploring innovative methods to enhance gaming analytics, fan engagement, and player training systems.

Recognising this opportunity, the founders of Brainbop approached Anaar with a proposal to collaborate on the development of an artificial intelligence system capable of replicating professional gameplay strategies. Given their prior professional association and mutual trust within the gaming community, Anaar agreed to explore the collaboration.

Following preliminary discussions, the parties executed a Collaboration, Data Licensing and AI Development Agreement (Annexure-I). Under this agreement, Brainbop would utilise its MARVIS system to develop an AI-based avatar trained on gameplay data generated from Anar's professional matches. The avatar, later named "ARJ-7", was initially conceived as a training simulation tool designed to assist teams and analysts in studying elite gameplay strategies.

DEVELOPMENT OF ARJ-7

Following the execution of the Collaboration, Data Licensing and AI Development Agreement between Brainbop and Anar Rao, the parties commenced the technical development phase of the project that would eventually result in the creation of the AI avatar known as "ARJ-7."

The development process was primarily driven by Brainbop's proprietary artificial intelligence framework, MARVIS (Multimodal Adaptive Replication and Virtual Intelligence System), which had been designed to analyse complex gameplay behaviour and generate predictive strategic models based on professional gaming data.

In order to train the MARVIS system effectively, Brainbop required access to a comprehensive dataset representing various aspects of Anar's gameplay behaviour. Over the course of approximately 2 years, Brainbop conducted a structured data collection process involving multiple forms of gameplay and behavioural inputs.

These datasets included, *inter alia*:

- gameplay telemetry from recorded tournament matches and private training sessions
- screen-capture recordings of strategic gameplay movements
- voice communications during competitive matches and team coordination sessions
- behavioural analytics relating to tactical decision-making under pressure
- reaction-time measurements recorded through specialised testing software
- motion capture recordings designed to model facial expressions, gestures, and non-verbal communication patterns

The purpose of collecting these diverse data streams was to allow MARVIS to identify recurring behavioural patterns and decision-making sequences associated with Anar's gameplay style. According to Brainbop's internal design framework, the system would then use these patterns to generate an adaptive model capable of replicating strategic gameplay responses in simulated competitive environments.

During the development phase, Anar participated in several supervised data-capture sessions conducted at Brainbop's testing facility as well as through remote gameplay monitoring during professional matches and practice sessions.

According to Brainbop, these sessions were necessary to ensure that the AI model accurately captured not only the mechanical aspects of gameplay but also the strategic reasoning and communication patterns that influenced Anar's decision-making during competitive matches. Throughout the development process, representatives of Brainbop periodically shared demonstration outputs with Anar, allowing him to observe how the AI system interpreted and reproduced certain elements of his gameplay behaviour.

Initially, these demonstrations consisted of controlled simulation scenarios in which ARJ-7 attempted to replicate specific in-game strategies previously executed by Anar during professional matches. At this stage, both parties publicly described the project as an experimental training and analytics tool intended to assist professional teams in studying elite gameplay patterns and preparing for complex competitive scenarios.

However, as development progressed, Brainbop's engineers began to observe that the MARVIS system was capable of producing increasingly sophisticated gameplay responses. The adaptive nature of the algorithm allowed ARJ-7 not only to reproduce previously observed strategies but also to generate new combinations of tactical decisions based on probabilistic modelling.

This capability significantly increased the commercial potential of the technology, as it allowed ARJ-7 to function as a dynamic strategic simulation system rather than a static replay model. Encouraged by these developments, Brainbop began conducting internal test matches in which ARJ-7 competed against human players under controlled conditions. These internal simulations demonstrated that the avatar was capable of maintaining a high level of strategic adaptability across varying gameplay scenarios.

During several of these internal tests, ARJ-7 was reportedly able to outperform mid-tier competitive players, particularly in situations involving rapid decision-making and predictive gameplay analysis. Although these internal experiments were initially conducted for research purposes, they later became an important factor in shaping Brainbop's commercial strategy for the deployment of the technology.

At the same time, Anar viewed the project primarily as a technological experiment that could contribute to the advancement of training tools within the professional gaming ecosystem. He continued to cooperate with the development process on the understanding that the avatar would

primarily serve as a simulation and training platform rather than an independent competitive participant.

Upon completion of the initial development phase, Brainbop formally introduced the ARJ-7 avatar through a series of demonstration events organised in collaboration with gaming platforms and streaming services. These demonstrations initially involved simulated matches designed to illustrate how ARJ-7 could replicate complex gameplay patterns derived from Anar's professional matches. The demonstrations attracted considerable attention within the gaming community, with many observers expressing interest in the potential applications of such technology for training and performance analysis. Over time, however, the growing technical capabilities of the ARJ-7 system began to blur the distinction between simulation and competitive gameplay, thereby laying the groundwork for the events that eventually gave rise to the present dispute.

THE DISPUTE AND CALL FOR MEDIATION

ARJ-7 quickly gained prominence within the gaming community. To further demonstrate its capabilities, Brainbop organized several exhibition matches in which ARJ-7 was introduced as a simulated opponent for professional players. Gradually, however, the nature of these exhibition matches began to evolve. In addition to demonstrating strategic simulations, ARJ-7 began participating in exhibition matches as a stand-alone competitive participant, competing directly against professional players.

These exhibition matches were widely streamed online and subsequently gained popularity among audiences due to ARJ-7's adaptive gameplay style. In multiple instances, ARJ-7 performed better than the professional players and won multiple exhibition matches. As a result, it came to be recognized as an advanced competitive AI system to the extent that certain gaming platforms began informally ranking ARJ-7 alongside professional players in unofficial performance leaderboards, which were used for promotional purposes. Over time, the increasing visibility and performance of ARJ-7 began to affect Anaar Rao's competitive standing. As ARJ-7 participated in more exhibition matches and achieved higher leaderboard positions, comparisons between the avatar and Anaar became increasingly common within the gaming media and fan communities.

During this time, Anaar's competitive rankings experienced a decline following several underwhelming tournament performances. One of Anar's sponsorship agreements contained a performance-linked incentive clause, under which additional endorsement payments would be triggered if Anar maintained a ranking within the top tier of professional players during the competitive season. Due to the drop in his rankings, the incentive clause was not triggered,

resulting in a significant financial loss. Consequently, two of Anaar Rao's sponsors declined to renew their sponsorship agreements, further exacerbating his position in the gaming industry. According to Anar, representatives of these sponsors informally indicated that they were exploring marketing opportunities associated with emerging AI gaming technologies such as ARJ-7. Anaar Rao began to believe that the increasing promotion of ARJ-7 as a competitive entity was diverting commercial attention away from him and towards the AI avatar.

In a meeting with Brainbop's head, Anaar Rao expressed his concerns regarding the evolving role of ARJ-7. According to Anar, the participation of ARJ-7 in exhibition matches as a competitive player represented a clear departure from the original understanding between the parties. Anar maintained that the avatar had originally been conceived solely as a training simulation tool, and that its use as a competing player was never contemplated when he authorised the use of his gameplay data. Brainbop, however, maintained that the exhibition matches were merely promotional demonstrations designed to showcase the capabilities of the technology.

The company further argued that the agreement granted it broad rights to develop and commercially deploy the avatar. At the same time, Brainbop had begun exploring opportunities to license ARJ-7 as a strategic analytics tool to professional teams and gaming leagues. Brainbop's investors had also begun encouraging the company to accelerate the commercial deployment of the technology. The disagreement gradually escalated as both parties became increasingly concerned about the long-term implications of ARJ-7's role within the competitive gaming ecosystem. Anar feared that continued promotion of ARJ-7 as a competitive entity could permanently undermine his professional identity and commercial opportunities. Brainbop, on the other hand, believed that restricting the use of ARJ-7 would significantly affect the company's technological development and investor expectations.

Both Parties realised that extended public disputes would harm their e-sports industry reputations when their negotiations reached an unresolvable point. Anar continues to worry about how ARJ-7 will affect his personal brand and business ventures. Brainbop needs to balance two important tasks because its investors demand that the company make its technology profitable, while the business must keep pace with changes throughout the AI-gaming industry. In accordance with Clause 7 of the Agreement, the parties mutually initiated mediation after negotiations failed. The parties agreed to conduct the mediation at the CADR Mediation Centre, RGNUL, Punjab. In the present mediation, Anar appears as the Requesting Party, while Brainbop participates as the Responding Party.

ANNEXURE-I

Collaboration, Data Licensing and AI Development Agreement

This agreement is signed between Brainbop Technologies Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at Bengaluru, Karnataka, India (hereinafter referred to as the "Company", which expression shall include its successors and permitted assigns); and Mr. Anar Rao, an Indian citizen and professional e-sports athlete residing at Hyderabad, Telangana, India (hereinafter referred to as the "Talent", which expression shall include his legal representatives and permitted assigns), on 12th April, 2021.

The Company and the Talent shall collectively be referred to as the "Parties" and individually as a "Party."

1. DEFINITIONS

1.1 **"Performance Data"** shall include gameplay recordings, tactical decision patterns, reaction timing, behavioural modelling metrics, biometric response indicators, and any derivative analytical outputs generated from such data.

1.2 **"Biometric Data"** shall include facial motion capture streams, voice recordings, gesture mapping, expression modelling, and physiological response indicators captured through monitoring technologies.

1.3 **"AI System"** shall mean any artificial intelligence model, algorithm, avatar, simulation environment, or machine learning system developed using Talent's data.

1.4 **"Permitted Purpose"** shall mean development of training simulations, performance analytics tools, and interactive fan engagement systems.

1.5 **"Commercial Exploitation"** shall mean licensing, sale, monetisation, distribution, or deployment of AI Systems for revenue generation.

2. NATURE OF COLLABORATION

2.1 The Talent agrees to provide access to Performance Data and Biometric Data for the development of AI-driven performance modelling systems.

2.2 The Company shall process such data for the Permitted Purpose.

2.3 The Parties acknowledge that AI development involves iterative learning processes and model optimisation.

3. DATA COLLECTION AND USAGE RIGHTS

3.1 The Talent grants the Company a non-exclusive, worldwide, royalty-bearing licence to collect, process, analyse, and store Performance Data and Biometric Data.

3.2 The Company may generate derivative analytical models and predictive behavioural frameworks based on such data.

3.3 The Company shall implement reasonable technical safeguards to prevent unauthorised access.

3.4 The Company shall not disclose raw biometric datasets to third parties without written consent, except where required by law.

4. COMMERCIALISATION

4.1 The Company may deploy AI Systems developed under this Agreement for Commercial Exploitation.

4.2 Where Commercial Exploitation directly utilises identifiable characteristics of the Talent, the Company shall pay a royalty equal to 8% of Net Revenue derived from such deployment.

4.3 Net Revenue shall mean gross receipts less statutory taxes and platform transaction charges.

4.4 Royalty statements shall be furnished quarterly.

5. CONFIDENTIALITY

Both Parties shall maintain the confidentiality of proprietary information and technical processes.

6. TERM AND TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years, unless terminated earlier in accordance with this Clause.

6.2 Either Party may terminate this Agreement by providing ninety (90) days' prior written notice to the other Party.

6.3 The Talent may terminate this Agreement with immediate effect in the event of material breach by the Company, including unauthorised use of identifiable characteristics beyond the Permitted Purpose, if such breach remains uncured for a period of thirty (30) days after written notice.

6.4 Upon termination:

(a) The Company may retain and continue to use AI Systems already developed prior to termination, subject to continued payment of royalty under Clause 4;

(b) The Company shall cease collection of any new Performance Data and Biometric Data of the Talent;

(c) All outstanding royalty payments shall become immediately due.

6.5 Termination shall not affect rights and obligations accrued prior to termination.

7. DISPUTE RESOLUTION

7.1 Disputes shall first be resolved through mediation.

7.2 Failing settlement, disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996.

7.3 Seat of arbitration: New Delhi, India.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

ANNEXURE-II

Statement of Monetary Loss Suffered by Anar

Following the commercial rollout of ARJ-7, Anar Rao alleges that several commercial opportunities were adversely affected due to the growing market focus on the AI avatar. The estimated losses are summarised below:

Category	**Estimated Cost (All figures in INR)**
Non-renewal of two major sponsorship agreements	2,25,00,000
Loss of performance-linked endorsement incentives	65,00,000
Reduced tournament prize earnings	45,00,000
Decline in fan-engagement and brand collaborations	25,00,000
Total Estimated Loss Claimed	3,60,00,000

Anar seeks compensation for lost revenues because of the aforementioned damages. Anar also demands that ARJ-7 commercial operations be restricted from use in professional competitive settings. estimates are based on historical sponsorship contracts and prior earnings.