4th Edition

## madhyasthta

मध्यस्थता

# MEDIATION COMPETITION 2025

21<sup>th</sup>-22<sup>th</sup>
June 2025



















\*Prize Pool worth

75000/- and opportunities

LexPacto is not just an organization; it's a community of legal enthusiasts, educators, professionals, and students coming together to share knowledge, develop skills and explore limitless opportunities in the legal field. LexPacto is a dynamic and versatile platform that offers a diverse range of services, atering to both aspiring legal professionals and established practitioners. With LexPacto, you're not just learning about law; you're immersing yourself in a world of possibilities, guided by experts and connected with a like-minded legal community.

Madhyasthta - 4th Edition Mediation Competition, hosted by Alternative Dispute Resolution Board of LexPacto, offers a dynamic platform for law students from across the globe to hone their mediation and negotiation skills and compete at an international level. Participants will engage in simulated mediation and negotiation sessions, showcasing their ability to resolve disputes effectively. With a rigorous yet enriching format spanning three days, including training sessions, preliminary rounds, and culminating in the finals, this competition provides a unique opportunity for students to immerse themselves in practical legal scenarios and elevate their expertise in alternative dispute resolution.

LiveLaw is a leading legal news platform in India that provides real-time updates on Supreme Court and High Court judgments, legal developments, and significant cases. It offers a range of content, including articles, analysis, and commentary from legal experts, making it a valuable resource for legal professionals, students, and the public. With a focus on enhancing legal awareness and accessibility, LiveLaw aims to keep its audience informed about the latest trends and changes in the legal landscape through a user-friendly interface.

#### **ELIGIBILITY**

The competition is open to all Law Colleges / Law Schools / Universities, Departments of Law all over the globe. The registered contestants must be full time or part time law students. Students doing post-graduation in law and students undergoing correspondence courses are not eligible to participate in the competition.

- 1. Cross-Institute Teams shall also be eligible to participate in this Competition.
- 2. Only 3 team(s) from each participating institution shall be registered for the competition. Further Cross Institutional Teams are allowed.

#### **FEES**

#### **Mediation Competition:**

Indian Teams: INR 4,500 & International Teams: \$60

- 2. The payment of registration fees shall be made through the QR code and the link for the same shall be sent after the confirmation of provisional registration which can be done by sending a mail showing interest to participate to contact@lexpacto.in.
- 3. Participants can also directly register through the link: https://forms.gle/8U85Hvtu6h2yG6dh7
- 4. In case of any withdrawal after making the payment of the registration fee, the same shall not be refunded.

#### **Account Details**

Name: LexPacto Edutech Private limited

Account Number: 42566823701 IFSC Code: SBIN0002882

## **GENERAL INSTRUCTIONS**

The competition will be held via the Video Conferencing Platform-G-Meet

- a) The Event will be held for 2 days 21th-22th of June 2025.
- b) 3 Members are required in a team.
- c) The competition will be in the form of a co-mediated session and there will be weightage given to the individual performance of all the participants.

Marking and breaks will be announced separately for Mediation Competition and Negotiation Competition.

#### **MEDIATION PROMPTS & PREPARATIONS**

The case scenario and details of the allocated time slot will be provided in advance to the participating teams. This time can be used for preparation for the event.

#### **TEAM COMPOSTITION**

A team contains three members; a mediator, client and a counsel (mediating pair). Participating teams can decide on the role allocation between the members.

### **STAGES**

The competition will take place in three stages.

At Preliminary stage, there will be two rounds for one pair of teams.

Preliminary Rounds - Each Team shall be once the Responding Party and once the Requesting Party in each session.

\*No Team shall compete against the same team more than once in the Preliminary Rounds.

Semi Finals - The 4 best teams from the preliminary stages will compete in pairs.

Finals - The best two teams from the semi-finals will face each other.

## DRESS CODE

The dress code for the Competition shall be business formals.

- \* Female Counsel and Mediator: White formal shirt, white saree and black blouse or white salwar kameez
- \* Male Counsel and Mediator: White or black pants and white shirt.
- \* The above-mentioned dress code extends to the Inaugural and Valeditory Ceremony as well.

## **CLARIFICATIONS**

The Team(s) may submit queries regarding the mediation problem during the prescribed time frame. The response to the Clarifications is subject to the drafter's discretion. The Clarifications will not be accepted after 01st of June 2025.

### VIRTUAL MEDIATION ROOM

The details of the virtual mediation room will be given to the participating team in advance. During the event, the room will consist of:

- \* One or more Judges,
- \* Two mediators (from different opposing teams),
- \* Party A and the counsel (requesting team),
- \* Party B and the counsel (responding team),
- \* One session supervisors

The members of the organizing committee may enter the virtual room. Anyone entering the room, other members listed above, must strictly turn off their audio and video to avoid any disturbance during the competition. Session supervisors shall take measures to ensure dignity of proceedings in the mediation room. Confidential Information will be released 30 mins prior to the session

## POWER TO MAKE AMENDS, MODIFICATIONS & REVOCATIONS

The Organizing Committee shall have power to amend, modify or revoke the provisions of these rules, either in part or in whole, subject to the feasibility, transparency and smooth functioning of the Competition.

Any such amendment shall be deemed to be part of these rules.

## LANGUAGE AND DURATION OF SESSION

The official and only language of the Competition shall be English.

Introduction + Problem Prompt - 5 minutes

Mediation - 40 minutes

Feedback and scoring - 10 minutes

A caucus time of 5 minutes will be, on request, allotted to the teams.

Private Caucuses & Conferences: Whenever the Mediator(s) calls for a caucus, the other party shall leave the room. The caucus shall take place between the Mediator and one party at once.

Equal opportunity shall be given to the teams in the competition. If any doubts arise with regard to the time allotment the concerned issue shall be raised with the judges and the competition committee members, and a decision shall be taken accordingly.

#### CODE OF CONDUCT & APPEAL COMMITTEE

The organizers are entitled to change the format of the competition without prior intimation. In case of complaints/disputes, the same shall be submitted to the appeal committee.

The decision of the Appeal committee shall be final. Any behaviour of indiscipline with the Judges, Organizing Committee, any other staff member or student volunteer shall be dealt with strictly and may lead to immediate disqualification from the Competition without scope of appeal. Any attempt to approach the framer(s) of the problem(s) or the panel of Judges of the Competition, prior to the Competition shall lead to immediate disqualification from the Competition without scope of appeal.

## **PRIZE POOL**



WINNER PAIR Rs. 20000 + Free Course (Manupatra Academy) + Certificate of Merit + Free LexPacto Courses



RUNNER UP PAIR Rs 10,000/- + 75% Discount on Manupatra Academy Course + LexPacto's Certificate Courses + Certificate of Award.



BEST MEDIATOR

Rs 5,000/- + 50% Discount on Manupatra Academy Course + LexPacto's Certificate Courses + Certificate of Award.



RUNNER UP MEDIATOR

Rs 5,000/- + Certificate of Award

Additionally, all other participants can avail a 15% discount on any one course from Manupatra Academy.



#### MANDATORY REQUIREMENTS

- 1. The competition will be held in Google Meet. All the Participants are required to have the respective app in their Desktop or Laptop.
- 2. During the competition, participants are required to use Desktops or laptops. Mobile phones can cause technical issues and therefore are not permitted for video conference, for the purpose of participate in the competition.
- 3. Sound internet connection is a mandatory requirement. The organizers will not be responsible for any such connection errors on the side of the participants.
- 4. In each panel or section there will be a technical assistant who will help the participants and judges to deal with the technical issues.
- 5. The organizing team will take all the responsibility in case of any technical error on the part of the organizers.
- 6. Screen Sharing or any kind of malpractices are not allowed and if found, such team will be disqualified.
- 7. When the competition starts, the team members are asked to switch on their videos till the end of the session. With respect to the mike, the team member has to unmute it while they are speaking and mute when they are not speaking in order to avoid disturbances, failing which, points may be deducted from the score by the judges at their discretion.
- 8. Team members are requested to participate in the competition in a closed or disturbance free area for the smooth conduct of the competition.

#### **MISCELLENEOUS**

- \* Secrecy of Identity: During the course of the Oral Submissions, the speaker shall neither reveal his/her identity nor the identity of their College/University by any means whatsoever. Such actions on part of any member of the team will lead to disqualification of the team from the competition.
- \* Scouting: Scouting is strictly prohibited. Teams found scouting will be disqualified immediately.

#### **GENERAL**

The organising committee reserves all rights to cancel any event in case the participation level is skewed. Refund process will be initiated within 14 days of such notification.

#### **IMPORTANT DATES**

Registration (Last Date)	05th June 2025
Allotment of Team Code	11th June 2025
Release of official Memo	05th May 2025
Oral Rounds	21th-22th June 2025

#### **CONTACT US**

contact@lexpacto.in or info.lexpacto@gmail.com or call/text us at +91 91714 15644 / 9425156083

#### **REGISTER HERE**



https://forms.gle/8U85Hvtu6h2yG6dh7



## **OUR PARTNERS**

#### **Knowledge Partners**





#### **Outreach Partners**







#### **Media Partners**







## PRELIMS 1 Problem Statement

- 1. In a widely followed dispute, pop artist **Lena Rivers** and media tycoon **Victor Hayes** are entangled in a conflict regarding the ownership and control of Rivers' early music catalog. The disagreement began in 2022 when Hayes' company, **Vertex Entertainment**, acquired **Harmonia Records**, which owned the master recordings of Rivers' first five albums.
- 2. Represented by her legal team, Lena Rivers argues that the transfer of these masters occurred without her prior knowledge or consent. She contends that the acquisition undermines her artistic authority and financial interests. Rivers has also voiced personal grievances against Hayes, citing his record of questionable business conduct.
- 3. On the other hand, Victor Hayes, through his attorneys, maintains that the acquisition was a legitimate and lawful business transaction. Hayes asserts that Vertex Entertainment operated fully within its rights and believes Rivers' objections are driven more by personal animosity than legal merit. He describes the acquisition as a strategic business decision, reaffirming Vertex's commitment to professionalism.
- 4. Both parties have consented to enter mediation in hopes of resolving the dispute. The process will center on determining the rightful ownership of the master recordings, negotiating potential financial settlements, and establishing guidelines for the future use of Rivers' catalog. The objective is to reach a balanced agreement that honors Rivers' creative legacy while acknowledging Hayes' business investment, all within legal and ethical frameworks.
- 5. The result of the mediation will be crucial in shaping the future management of Rivers' music rights and could pave the way for an amicable resolution of the ongoing dispute.

In this mediation, **Lena Rivers** is the initiating party, seeking resolution and potential recovery of her early music catalog. **Victor Hayes**, as the responding party, is engaging in dialogue to address Rivers' concerns while upholding the validity of his company's acquisition and protecting its commercial interests.

#### PRELIMS 2

#### **Problem Statement**

- 1. In the heart of Silicon Valley's tech landscape, a contractual conflict has arisen between **NeuroSoft Systems** and **QuantumCore Technologies**, jeopardizing their high-stakes joint venture. NeuroSoft, celebrated for its breakthroughs in AI innovation, joined forces with QuantumCore, a premier software engineering firm, to develop a next-generation AI platform aimed at transforming healthcare data analytics. Their partnership was grounded in a detailed agreement outlining specific deliverables, deadlines, and financial responsibilities essential to the project's timely and successful execution.
- 2. Tensions flared when QuantumCore failed to meet multiple critical deadlines and deviated from the agreed-upon technical framework. NeuroSoft now contends that these lapses constitute significant contractual breaches. Represented by **Ms. Rachel Green**, NeuroSoft asserts that the project delays have seriously hindered their ability to fulfill commitments to clients and compromised their market reputation, resulting in substantial financial losses. They are demanding both monetary compensation and assurances that QuantumCore will promptly fulfill its remaining responsibilities.
- 3. In response, **Mr. Daniel Lee**, counsel for QuantumCore Technologies, admits to the delays but contests the severity of the alleged breaches. QuantumCore attributes its setbacks to unanticipated technical hurdles and a shortage of skilled resources, factors they argue were not fully within their control. They also question the extent of harm claimed by NeuroSoft, suggesting that the damages may be overstated and that any liability should be reassessed based on a more balanced view of the situation.
- 4. The dispute carries serious implications for both companies. NeuroSoft faces pressure from its stakeholders and clientele to maintain its leadership in a fiercely competitive industry. QuantumCore, meanwhile, must protect its reputation and preserve client trust to secure future business. With tensions rising, a prompt resolution is critical to prevent further fallout and reputational damage.
- 5. To navigate this impasse, both NeuroSoft Systems and QuantumCore Technologies have agreed to mediation. A neutral third party will guide the dialogue, with the goal of reaching a resolution that accommodates both parties' concerns. The mediation will focus on negotiating a fair settlement for NeuroSoft's losses, establishing realistic updated timelines, and preserving the viability of their partnership moving forward.
- 6. This mediation offers a structured opportunity for both companies to voice their concerns, explore pragmatic compromises, and work toward a collaborative solution. With clearly stated positions and significant business interests at stake, NeuroSoft and QuantumCore are committed to resolving their dispute through this facilitated process.

**Note**: NeuroSoft Systems, represented by Ms. Rachel Green, is the requesting party, seeking mediation to address alleged contractual breaches by QuantumCore Technologies in their collaborative AI platform project. QuantumCore Technologies, represented by Mr. Daniel Lee, is the responding party, recognizing the need for resolution and engaging in mediation to address liability concerns, financial compensation, and project timeline adjustments.

## Semi Finals Problem Statement

- 1. In the vibrant city of **Stonebridge**, a major redevelopment initiative targeting the city's historic downtown area has encountered a serious obstacle. The project focuses on refurbishing iconic heritage buildings to create modern commercial spaces while retaining their architectural charm. However, a conflict between key stakeholders—**UrbanCrest Constructors**, the primary contractor, and the **Foundation for Historical Integrity (FHI)**, a nonprofit committed to architectural conservation—has escalated into a legal standoff.
- 2. UrbanCrest Constructors, a respected construction company known for harmonizing modern infrastructure with historical aesthetics, was awarded the renovation contract based on their acclaimed track record. Issues arose when the firm proposed changes to the original designs, citing structural concerns and safety requirements. These proposed modifications drew strong resistance from FHI.
- 3. The Foundation for Historical Integrity, which has long advocated for the protection of Stonebridge's cultural landmarks, opposes any deviations from the preservation guidelines initially agreed upon. They argue that the suggested changes threaten the authenticity of the historic buildings and undermine the project's original vision of adaptive reuse with integrity.
- 4. As the disagreement deepened, work delays began to strain both parties financially. UrbanCrest Constructors is facing increased costs from stalled operations and potential breach penalties, while FHI is alarmed at the possibility of losing key architectural features central to the city's identity. The dispute has become a clash between construction pragmatism and preservation principles.
- 5. To avoid further setbacks, both UrbanCrest and FHI have consented to mediation. A neutral mediator will help facilitate dialogue aimed at reconciling the competing priorities of safety, historical fidelity, financial management, and public interest. The goal is to craft a solution that allows the project to proceed while honoring Stonebridge's unique historical legacy.
- 6. As they prepare for mediation, UrbanCrest Constructors and the Foundation for Historical Integrity are committed to finding common ground. They aim to reach a settlement that ensures the continued progress of the downtown revitalization project without sacrificing either safety standards or the historical essence of the buildings. The mediator's role will be crucial in navigating this delicate balance and fostering a collaborative way forward for the betterment of the community.

Note: UrbanCrest Constructors, represented by their legal counsel, is the requesting party, initiating mediation to resolve a legal dispute with the Foundation for Historical Integrity regarding alterations in the renovation of historic buildings in Stonebridge. FHI, represented by its preservation specialists, is the responding party, entering mediation to ensure adherence to preservation principles and project viability.

#### **Finals**

#### **Problem Statement**

- 1. In a high-stakes intellectual property conflict, VertoTech Solutions and Cognisys Electronics are locked in a legal dispute over alleged patent infringement. VertoTech Solutions, a prominent innovator in wearable tech, asserts that Cognisys, a rival in the smart device market, has unlawfully integrated its patented technologies into Cognisys's latest product lineup.
- 2. The issue arose when VertoTech identified that Cognisys's newly launched smartwatches contain features strikingly similar to several patented components developed by VertoTech—specifically, a proprietary health tracking system and a sophisticated user interface. Represented by its legal counsel, VertoTech seeks financial damages and a cease-and-desist directive to stop further use of the contested technology.
- 3. Cognisys Electronics, represented by its legal team, acknowledges some similarities but firmly denies any wrongdoing. The company claims its technology was developed independently and that any overlap is purely coincidental. Cognisys insists that its designs comply with industry norms and do not infringe on VertoTech's patents. They also raise concerns about the dispute's potential harm to their brand image and upcoming product pipeline.
- 4. Mediation has been chosen as the path forward to resolve this complex situation. The focus will be on evaluating the legitimacy of the infringement claims, considering financial restitution, and establishing terms that could allow Cognisys to operate without further legal complications—while ensuring due respect for VertoTech's intellectual property rights.
- 5. The outcome of this mediation will play a pivotal role not only in settling the dispute between the two companies but also in shaping how similar IP conflicts are approached in the rapidly evolving tech industry.

VertoTech Solutions, represented by its legal team, is the requesting party in the mediation, seeking acknowledgment of its patent rights, compensation for the alleged infringement, and cessation of the disputed technology use. Cognisys Electronics, as the responding party, is participating in mediation to address the claims, defend the originality of its innovations, and pursue a settlement that minimizes operational disruption.