



1ST RGNUL SPORTS & ENTERTAINMENT LAW NATIONAL MEDIATION COMPETITION

April 12-14, 2019

COMPETITION PROBLEMS - CLARIFICATIONS

PRELIM 1

1. In Paragraph 1, it has been mentioned that Karhadkar group are the rights holders of the PFL. What kinds of rights do Karhadkar group have?

Ans: These Collaboration Agreement allows the Karhadkar Group to organize and conduct the PFL in collaboration with and on behalf of the IFC.

2. In Paragraph 2, it has been mentioned that the IFC was established under the aegis of the AIFF. What kind of support did AIFF provide to the IFC? Was it Financial in nature?

Ans: As it stands, the IFC and AIFF are separate bodies that are not connected to one another.

3. In Paragraph 5, it is said that a Memorandum was signed between the IFC and the AIFF? Was it a Memorandum of Understanding (MoU) or some other kind of Memorandum?

Ans: This question needs no clarification.

4. In Paragraph 7, it has been stated that the effectuation of Memorandum resulted in massive losses by the Karhadkar group for the remainder of the “PFAL” season. Is it PFL or PFAL? If PFAL, then please clarify what PFAL denotes.

Ans: “PFAL’ is a typographical error. There is only the PFL which is the Premier Futsal League.

5. What does “directed penalties” denote in Paragraph 8?

Ans: This question needs no clarification.

6. What posts are being represented from IFC and Karhadkar by the client?

Ans: This question needs no clarification.

7. If IFC and AIFF stand at the same level?

Ans: As it stands, the IFC and AIFF are separate bodies that are not connected to one another.

8. What is the scope and ambit of Modern technology being explored by Karhadkar Group?

Ans: This question needs no clarification.

9. From where does IFC get its funds?

Ans: This question needs no clarification.

10. At what point of the season did the players pull out of the League?

Ans: No PFL matches were scheduled in the period between signing of the Memorandum and the time when the players refused to participate in any further PFL games.

11. Was there a contract between players and Karhadkar and if so, what were the obligations?

Ans: This question needs no clarification.

12. What were the roles of Karhadkar and IFC under their Collaboration Agreement?

Ans: This question needs no clarification.

13. Why did the IFC sign an agreement with AIFF to restrict the registered player(s) of AIFF to participate in PFL?

Ans: This question needs no clarification.

14. What is the duration of the event (Premiere futsal league)? Or a quarter to the event refers to how many days/months?

Ans: The 2nd PFL Season was scheduled over the course of 4 (four) weeks.

15. Can the rules of AIFF in actuality be taken to be pari materia?

Ans: Yes.

PRELIM 2

1. In Paragraph 5, it has been stated that a basic contract was signed between Bhaskar and Community Prime. Did this agreement give the life rights of Bhaskar to Community Prime?

Ans: The Agreement allowed Community Prime to create and produce a documentary on the life and career of Bhaskar Aggarwal.

2. Did the private screening, as mentioned in Paragraph 6, amount to a chance for Bhaskar to be heard as he had an advisory role over the final content?

Ans: This question needs no clarification.

3. What was the time period of the Documentary?

Ans: This question needs no clarification.

4. What was the ambit of Bhaskar's Advisory role?

Ans: This question needs no clarification.

5. How far are the narrative and portrayal from the actual situation and if any fact has been tampered with?

Ans: This question needs no clarification.

6. What kind of contract existed between community prime and Bhaskar?

Ans: This question needs no clarification.

7. Who is representing community prime in the mediation process?

Ans: This question needs no clarification.

8. Is the stay order already imposed on the release of documentary or is it a matter of legal dispute?

Ans: The stay order has not yet been granted on the release of the documentary.

9. Is the documentary in the form of a show?

Ans: Community Prime have acquired the rights to create and produce a one-part documentary.

QUARTER FINALS

1. Referring to Paragraph 4, it has been said that Smoothin' Records are managing all of the music for Dil-Jeet. Referring to Paragraph 5, it has been said that some of the functions of Smoothin' Records include national performance tours, advertisements, appearances, and as much support as they could give. So did Smoothin' Records have a right to sell the music of Dil-Jeet under the management of music clause?

Ans: This question needs no clarification.

2. Referring to Paragraph 5, did Smoothin' Records provide financial support under the provision of any other support that they could give?

Ans: The Agreement is one where Smoothin' Records provided Representation, Management and Marketing services to Dil-Jeet.

3. Referring to Paragraph 9, did the recorded track which is stated to be taken from the jam session form a part of any of the albums produced by Dil-Jeet under the contract?

Ans: The track being referred to is an unreleased track.

4. Who is representing Dil-jeet and Smoothin' Records in the mediation process?

Ans: This question needs no clarification.

5. Were the JAM sessions conducted in the presence of the producers or were they conducted as a part of a private session?

Ans: These were private jam sessions.

SEMI FINALS

1. In Paragraph 11, the problem states Paota as being the Franchise owner. Is there a typing error as the rest of the problem mentions FILOS as the Franchise owner?

Ans: The problem has been re-issued with appropriate corrections.

2. Did Paota decide to terminate the contract or was it FILOS?

Ans: FILOS

3. What posts from Paota and FILOS are being represented?

Ans: This question needs no clarification.

4. Did JDA take permission from Paota under lease?

Ans: The problem has been re-issued with appropriate corrections.

5. Which franchise is owned by Paota? (second last para, first line)

Ans: The problem has been re-issued with appropriate corrections.

6. Last Page, 2nd last para: Paota has been referred to as franchise owners but in the last paragraph on page number 2 FILOS is stated to have acquired the franchise. Please clarify this discrepancy.

Ans: The problem has been re-issued with appropriate corrections.

FINALS

1. What post from Turbo are being represented in the mediation process?

Ans: This question needs no clarification.

GENERAL

1. Although the problems are fictitious in nature, the parties exist in reality, so, are they bound by the same general regulations?

Ans: Reference to real parties in any of the problems indicates a reference to all rights and obligations of that party.