



Date: 02nd September, 2024

NOTICE

Practical Training – II

Only for ATKT Students SEM-III (75:25)

As per the University of Mumbai Revised Syllabus for LL. B. (3 years) dated 17/05/2022, the students of II-year LL. B (SEM-III) as part of their curriculum are required to successfully complete and pass in Practical Oriented Component Course - Practical Training II Alternate Dispute Resolution.

Practical Training - II consists of the following two mandatory components:

Sr. No.	COMPONENT	MAXIMUM MARKS	DATE/ TIME
I	Journal Submission	40	After the exam
II	Practical Exam + Viva voce	60	4 th October, 2024 3:00pm to 4:30pm
Total		100	

COMPONENT I: JOURNAL

Students of SY LL.B. are required to submit a hand written journal which shall contain the following units:

Unit I

Legal Services Authorities Act, 1987

- Authorities
 - ✓ Constitution, Powers & Functions National Legal Services Authority,
 - ✓ Constitution, Powers & Functions and District Legal Services Authority
- Persons eligible for getting free legal services
- Lok Adalat
- Permanent Lok Adalat

Unit II

The Arbitration and Conciliation Act, 1996

- Arbitration: Meaning, Essentials and Types
- Arbitral Tribunal: Composition and Jurisdiction
- Conduct of Arbitral Proceedings: Place and Venue
- Arbitral Award
- Enforcement of Award under the Act
- Grounds for Setting Aside an Award

COMPONENT II: PRACTICAL (15 marks each)

1. Drafting an Abstract for a Research Paper (350 to 400 words)
2. Client Counselling Simulation
3. Drafting a Negotiation Plan
4. VIVA

GUIDELINES FOR SUBMISSION OF THE JOURNAL

1. The journal must be written on A/4 size (8.3 x 11.7 inches) paper and must spiral bound.
2. The Submissions must be HAND WRITTEN only.
3. The Journal should compulsorily contain the following particulars:
 - i. Cover Page
 - ii. Acknowledgment
 - iii. Table of Contents
 - iv. Pages must be numbered appropriately
 - v. Pages should **not exceed** 35 pages (excluding pages required for point number **i to iii**)
4. The Cover Page of the Journal must contain the following details:
 - Subject: PRACTICAL TRAINING II
 - Name of Student
 - Roll number & Division
 - College Name
 - Faculty In-charge

GUIDELINES FOR COMPONENT II:

1. Drafting an Abstract for Research Paper:

Students would be required to draft an abstract on Any One of the following Socio – legal theme or any allied topic of their choice. An abstract precedes a research paper and must be such as would give sufficient background to understand the contents of the research which the researcher desires to undertake.

- i. Privacy Rights & Social Media Platforms
- ii. Environmental Protection and notions of sustainability in India
- iii. Contemporary Human Right Challenges

The abstract must not exceed 350-400 words.

2. Client Counselling Simulation

- i. For this component each student shall be required to be present in college on the assigned date. A client interview between an Advocate and a Client shall be virtually displayed. Each student must observe the virtual session and write a report on the best solutions (counselling) that they would have given the client.
- ii. **Date & Time of Exam Timing:** 4th October 2024 from 3:00pm to 4:30 pm.

3. Drafting a Negotiation Plan:

A Negotiation Simulation comprising of General Information for all parties and Confidential (specific) Information for each party, shall be circulated based on which the students would have to draft a negotiation plan. The purpose of the Negotiation Plan is to present the objectives and goals of the respective party (Responding / Requesting) to the Negotiation Simulation.

The Negotiation Plan shall contain a brief case analysis evaluating the respective strategic strong points and weak points of each party to the Negotiation Simulation, their respective needs, interests, BATNAs and what is the worst outcome if negotiation fails.

The fact sheets and a sample plan are annexed with the notice.

4. VIVA VOCE

The students must submit their Journal, Negotiation Plan, and Abstract to the concerned faculty at the time of giving the VIVA. The VIVA-VOCE shall be conducted **on the same date** as the practical simulation exam date allotted to you.

Faculty In-charge: Asst. Prof. Poorva Dighe & Asst. Prof. Sneha R. Nair



Dr. Priya J. Shah
(I/c Principal)

PRACTICAL TRAINING II [75-25]

COMPONENT 3: DRAFTING A NEGOTIATING PLAN

REQUESTING PARTY: KOI INDUSTRIES

RESPONDING PARTY: GBOX PVT. LTD

Mr. Abhinav Kundra and Ms. Priya Singla (the partners) are business partners in a partnership firm, KOI Industries (the Firm), engaged in the business of manufacture and sale of ball bearings. Both founded the Firm in the year 2000 and have tirelessly worked towards making the firm a successful business venture. Ball bearings manufactured by the Firm are of a high quality and can be used for many purposes including manufacture of equipments like pumps, compressors, and electric motors in coal-fired, wind, and hydroelectric power plants. The Firm also makes customised ball bearing as per the requirement of their clients. Both the partners have put in tremendous handwork in developing a strong clientele, market reputation, and quality of their products. The firm has many times even won tenders for supplying their products to Government companies and has also been a sub-vendor to several Government vendors. They are the leaders in this industry in Mumbai and also are renowned Pan India for their products and clientele.

Mr. Hanif Kureshi / Ms. Hanifa Kureshi, is the director of a private company called GBOX Private Limited (the Company) that carries on the business of manufacture of gearboxes since 2019. The gearboxes manufactured are used in heavy machinery's. The business of the company is fairly new and Mr./Ms. Kureshi is still in the stages of establishing, developing and expanding the business. Though the business the fairly new, the Company has managed to bag and several big contracts. The companies operations are so far localised in Maharashtra, but its plans of expanding Pan India are in process.

The company in March 2022 received a contract to supply 500 custom made gearboxes to ABC Ltd. to be supplied after 10 months. The company negotiated and accepted this contract. This contract was particularly significant for the Company as it was their first made to order contract. All their previous contracts were of the sale of standardised gearboxes. Further, this was the company's first contract from a client from outside of Maharashtra. In order to fulfil its contract with ABC Ltd. one of the essential raw material that the company needed was customised tapered roller bearings. The Company analysed and approached several business in Maharashtra that could supply them with the customised tapered roller bearings. It finally circled in on the Firm despite, its charges being higher than its competitors as the firm was known for its market reputation, professionalism and quality. The company wanted to use high end raw materials from vendors that are renowned in the industry.

In April 2021, the Firm and the Company entered into contract for the manufacture and supply of 10,000 customised tapered roller bearings priced at 500 per piece. The Company gave the Firm the required specifications and the dimensions. As per the terms of the contract, the Firm was to deliver the order in 2 lots / consignments with the first lot to be delivered on 15th June 2022. Thereafter, the second lot was to be delivered two months later. The Company in furtherance of the contract had already advanced an amount of 10 Lac rupees and the rest was to be paid equally at the time of the delivery of each lot.

As per the terms of the contract, the firm dispatched the roller bearings for delivery on the scheduled date. The employees of the company took the delivery of the goods after inspecting them and the company also, swiftly processed the payment. A few days later, when the Company commenced with the manufacture of the customised bearing for ABC Ltd. they realised that the dimensions of the bearings were slightly off then what was provided to the Firm. The delivered goods if used for the manufacture of the gearboxes, would impact the overall quality and the life of their gearboxes. The company got in touch with the Partners and informed them of the same stating that the firms delay would cause immense loss to the company as now their production would get delayed which in turn would delay their delivery to ABC Ltd. Bitter words were exchanged between the two parties and the Partners stated that if the dimensions were wrong how was delivery of the same accepted by the Company. The Firm argued that if the goods would have been rejected and returned on the date of the delivery itself they could have rectified it easily and supplied it again in a few days. Mr./ Ms. Kureshi called out the firm for their unprofessionalism and asked for the refund of its money as the firm had failed to fulfil their contract. The Firm refused to do so as they had already commenced with the production of the 2nd lot of the tapered roller bearings.

The communication between the Firm and the Company completely broke down as the Company insisted on the refund of the money. Given the small and closed industry circles, ABC Ltd. somehow heard of the dispute that had arisen between the firm and the Company and got in touch with Mr. / Ms. Kureshi regarding the same. ABC Ltd. was unsure whether the Company would be able to fulfil its contract given the ongoing dispute between the firm and the Company. Mr. / Ms. Kureshi, assured ABC Ltd. that irrespective of their dispute they would still fulfil their contract with them and that had started looking for other vendors to supply the ball bearings. While communicating with the directors of ABC Ltd., Mr. / Ms. Kureshi casually criticised the leadership skills, business acumen and general character of the Partners going to the extent of calling them cheats. Priya Singhla, knew one of the independent directors on the Board of ABC Ltd. who informed her of what Mr. / Ms. Kureshi has been speaking about her. This further angered the Partners as their reputation of unnecessarily being damaged over a small business dispute. Mr. / Ms. Kureshi, in the capacity as the director of the Company, filed a case of cheating against both partners of the firm. The partners realising that the dispute had gone way out of hand approached a lawyer who recommended a negotiation and

accordingly requested the Company for a negotiation. The Company hoping for a quick resolution accepted this request.

SAMPLE FORMAT FOR A NEGOTIATING PLAN

Shri Vile Parle Kelavani Mandal's
Jitendra Chauhan College of Law

PRACTICAL TRAINING II [75-25]

COMPONENT 3: DRAFTING A NEGOTIATING PLAN

NEGOTIATION PLAN ON BEHALF OF: REQUESTING PARTY / RESPONDING PARTY

- 1. CASE ANALYSIS**

- 2. STRATEGIC STRONG POINTS**

- 3. STRATEGIC WEAK POINTS**

- 4. INTERESTS / NEEDS OF THE PARTY**

- 5. BATNA [Best Alternative to a Negotiated Agreement]**
