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TRILEGAL INTERNATIONAL  
ARBITRATION MOOT**

XVII Edition

**MOOT PROBLEM**

17<sup>th</sup>-19<sup>th</sup> May, 2024



**IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES OF  
THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE  
(6<sup>th</sup> EDITION, 1 AUGUST 2016)**

BETWEEN

**BLACKFIELD GMBH**

...CLAIMANT

AND

**OSAHI AIRPORT TERMINALS**

...RESPONDENT

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**ARBITRAL TRIBUNAL**

Lord Lennon (Presiding Arbitrator)

Lady Nicks (Co-Arbitrator)

Professor Joel KC (Co-Arbitrator)

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## STATEMENT OF FACTS

1. Blackfield GmbH (“**Blackfield**”) is a company registered in the Federal Republic of Germany. It produces and exports sortation systems, robotic systems, conveyance and transportation systems, and various airport systems.
2. Osahi Airport Terminals (“**OAT**”) is a company incorporated in India. It is the operator of the Mysore International Airport (“**MIA**”) in Mysore, India.
3. OAT works in partnership with the Airports Authority of India (“**AAI**”) pursuant to the terms of a Privatisation and Partnership Agreement. The agreement was entered into between the two entities in January 2021 for the purpose of privatising the operations of the MIA, modernising its infrastructure and traveller experience, and partnering in the development and revenue sharing of the airport. The Privatisation and Partnership Agreement provided for revenue sharing to begin 24 months from the date of signing of the agreement. Ms Pichai Sundari, the CEO of OAT, is married to, and shares a close working relationship with Mr PR Rahman, the Chief Secretary of the AAI. Mr Rahman was closely involved in the negotiation and finalisation of the terms of the Privatisation and Partnership Agreement.
4. On 1 April 2021, OAT entered into a Sale and Purchase Contract No. OAT/13579 with Blackfield for the design, manufacture, delivery, and installation of four (4) Horizontal Diverter Baggage Conveyors (“**HDBC**”) for use at the MIA (the “**Sale and Purchase Contract**”). The relevant provisions of the Sale and Purchase Contract are set out at **Annexure A**.
5. On the same date, Mr PR Rahman issued a document titled ‘Letter of Comfort’ to Blackfield. The document was signed by Mr Rahman on the letterhead of AAI, which stated:

“...AAI is in partnership with OAT for the modernisation of Mysore International Airport and is committed to ensuring the success of this project. AAI will provide all appropriate support for the successful completion of the project on behalf of OAT... Your cooperation will be viewed favourably including in future procurement pertaining to Mysore International Airport ...”

6. Under the terms of the Sale and Purchase Contract:
  - (a) Blackfield was to supply the HDBCs at a total purchase consideration of USD 10 million.
  - (b) The payment terms were set out in Article 3 of the Sale and Purchase Contract.

- (c) The completion date was set out in Article 4 of the Sale and Purchase Contract, and the delivery terms were set out in Article 5 of the Sale and Purchase Contract.
7. Following the execution of the Sale and Purchase Contract on 1 April 2021, OAT paid the first tranche of the purchase consideration of USD 2 million to Blackfield.
  8. Blackfield completed the design and manufacture of the four (4) HDBCs in December 2022.
  9. In the meanwhile, OAT was in the process of carrying out the modernisation and revamping of the infrastructure of the MIA. However, due to delays in the approval of contractors to carry out the works by AAI, and the impact of the outbreak of COVID-19 in India in 2021, OAT faced substantial hurdles in progressing the infrastructure works, and was accordingly also facing pressure from its lenders, and considerable financial strain.
  10. Accordingly, in October 2022, OAT informed Blackfield that the arrival hall of the MIA where the HDBCs were to be installed, was yet to be completed, that it was facing a resource crunch and financial strain, and would keep Blackfield informed.
  11. On 10 January 2023, Blackfield informed OAT that it was ready to ship the HDBCs and asked OAT to open a letter of credit in accordance with the Sale and Purchase Contract for the balance purchase consideration.
  12. On a Zoom meeting on 16 January 2023 attended by representatives of Blackfield, OAT and Mr Rahman of the AAI, it was agreed that OAT would open a letter of credit for USD 5 million shortly with the remaining USD 3 million to be paid on or before the Completion Date as per the Sale and Purchase Contract.
  13. OAT opened a letter of credit on 25 January 2023 for an amount of USD 5 million and the HDBCs were shipped by Blackfield on 3 February 2023. They arrived at the Mangalore port in accordance with the Sale and Purchase Contract on 10 February 2023.
  14. The construction delays in the infrastructure works at MIA continued, and OAT continued to face financial pressures. The delays in the completion of the arrival hall of the MIA where the HDBCs were to be installed by Blackfield continued, and the HDBCs could not be installed from February to June 2023.
  15. On 1 June 2023, OAT informed Blackfield that upgradation works on the arrival hall were expected to be completed shortly, and accordingly, it would be ready for the installation of the

HDDBCs. OAT instructed Blackfield to proceed with installation. In response, Blackfield asked OAT to complete payment of the balance purchase consideration of USD 3 million in order to enable it to complete installation.

16. On 5 June 2023, OAT's Ms Sundari called Blackfield's COO Mr Johann Becker and informed him that AAI was willing to immediately transfer USD 1 million to Blackfield directly, being amounts due from AAI to OAT. Mr Becker stated on the call that he was happy to receive any monies. On 6 June 2023, an amount of USD 1 million was transferred by AAI to Blackfield.
17. The parties met on 23 June 2023 and agreed by way of a written minutes of meeting that was signed by both parties that:
  - (a) OAT would pay USD 2 million upon commencement of the installation of the 4 HDDBCs.
  - (b) Blackfield shall formally handover the 4 HDDBCs only upon receipt of the balance purchase consideration.
18. Mr PR Rahman also attended the meeting on 23 June 2023 and encouraged OAT and Blackfield to sort out their differences. Mr Rahman noted that the continued delay in installation of the HDDBCs and completion of the airport project was affecting the reputation of the AAI and the Government and that OAT may be subject to penalties for delays in accordance with the Privatisation and Partnership Agreement. Nevertheless, he was content that parties had agreed and signed on a way forward.
19. On 3 July 2023, Blackfield began installation of the HDDBCs but shortly found that there were substantial variations required to the dimensions and design of the HDDBCs to render it compatible with the design of the arrival hall at the MIA. Installation could not proceed without modifications to the HDDBCs, and Blackfield began the process of obtaining various modified parts from Germany.
20. Blackfield eventually completed modifications and installation of the HDDBCs on 11 September 2023. On 20 September 2023, Blackfield wrote to OAT demanding payment of the balance purchase consideration. Blackfield further sought payment of storage charges for the HDDBCs for the period during which they could not be installed from 10 February 2023 to 11 September 2023.
21. OAT responded noting that the delays had been caused by Force Majeure events and accordingly it was not liable to pay any amounts to Blackfield for any such delays. OAT further stated that Blackfield was not entitled to any further payments as the HDDBCs were defective when delivered

which had occasioned inexcusable delays to its installation, and caused damage to OAT and reputational damage to AAI and the Government as the airport could not be opened on time for passengers.

22. On 25 October 2023, Blackfield filed a Notice of Arbitration with the Singapore International Arbitration Centre (“**SIAC**”) to commence an arbitration under the Arbitration Rules of Singapore International Arbitration Centre, 2016 (“**SIAC Rules**”) pursuant to Article 22 of the Sale and Purchase Contract. In its Notice of Arbitration, Blackfield noted that the seat of the arbitration was Singapore pursuant to Article 22 of the Sale and Purchase Contract. On the same day, SIAC informed the parties that the Registrar had deemed the arbitration to have commenced on 25 October 2023 pursuant to Rule 3.3 of the SIAC Rules.
23. On 31 October 2023, Blackfield filed an application under Rule 7 of the SIAC Rules to join the AAI as a respondent in the pending arbitration.
24. On 10 November 2023, the SIAC conveyed the decision of the SIAC Court of Arbitration to the parties rejecting the application for joinder of the AAI.
25. A tribunal comprising Lord Lennon (as Presiding Arbitrator), and Lady Nicks and Professor Joel KC (as co-arbitrators) was constituted on 15 December 2023 (the “**Tribunal**”).
26. Blackfield filed its Statement of Claim on 25 January 2024 by which it sought payment from OAT of the balance purchase consideration along with interest, payment of damages for expenses incurred for storage charges of the HDBC, and costs.
27. Along with its Statement of Claim, Blackfield filed an application for joinder of AAI as a respondent under Rule 7.8 of the SIAC Rules for determination by the Tribunal (the “**Joinder Application**”). Blackfield indicated in its joinder application that it seeks to make two substantive claims against AAI in addition to, and alternative to the claims against OAT:
  - (a) losses and damages to the tune of the balance purchase consideration from OAT along with interest and other damages for storage expenses; and
  - (b) an order to AAI to pay amounts due under the Privatisation and Partnership Agreement to OAT to enable OAT to discharge its payment obligations to Blackfield.

Blackfield noted that it seeks joinder of AAI and intends to seek the above reliefs against AAI on account of OAT’s worsening financial condition as reported in the media.

28. Along with its Statement of Claim, Blackfield filed the witness statement of Mr Johann Becker, extracts from which are set out at **Annexure B**.
29. Following directions from the Tribunal, AAI filed a reply to Blackfield's Joinder Application on 8 February 2024 challenging the jurisdiction of the Tribunal over AAI and opposing the Joinder Application. Extracts from AAI's reply is set out at **Annexure C**.
30. On 12 February 2024, Blackfield issued a letter to OAT stating that it was terminating the Sale and Purchase Contract pursuant to its Article 16, and stating that OAT had unjustly enriched itself and was liable for restitutionary damages.
31. On 16 February 2024, Blackfield discovered that the National Company Law Tribunal, Mumbai ("**NCLT Mumbai**") had passed an order dated 9 February 2024 ("**Admission Order**") initiating corporate insolvency resolution process ("**CIRP**") of OAT and appointing a Resolution Professional ("**RP**") in an application filed by the National Bank of India under Section 7 of the Insolvency and Bankruptcy Code, 2016 (the "**IBC**").
32. Immediately, Blackfield filed an application under Section 60(5) of the IBC before the NCLT Mumbai ("**NCLT Application**") seeking orders directing OAT not to transfer ownership of the HDDBCs or create any third-party rights over the HDDBCs. Blackfield alleged that it had handed over possession of the HDDBCs under the Sale and Purchase Contract and commenced arbitration at SIAC to recover the balance purchase consideration and other damages from OAT. Blackfield stated that as the HDDBCs were the subject matter of the arbitration, they ought not to be reckoned as assets of OAT for the purpose of any CIRP of OAT, and ought to be protected by way of an interim order by the NCLT.
33. Blackfield requested NCLT Mumbai to issue an interim order that pending the hearing and final disposal of the NCLT Application, the RP of OAT shall not in any manner deal, alienate or create any third-party rights in respect of HDDBCs. On 23 February 2024, the NCLT Mumbai granted the interim order sought by Blackfield.
34. OAT had not responded to any of the correspondence in the Arbitration. On 1 March 2024, the RP of OAT wrote to the Tribunal stating that on account of the CIRP initiated against OAT, the RP was to represent OAT in the arbitration. The RP sought time to file a Statement of Defence and Counterclaim in the arbitration by 1 April 2024. The Tribunal granted OAT's request.
35. On 1 April 2024, OAT, through the RP, submitted its Statement of Defence and Counterclaim (the "**SODC**"). In the SODC, OAT submitted that:



- (a) Pursuant to Article 22 of the Sale and Purchase Contract, the seat of the arbitration was India, and accordingly, a moratorium applied to all pending proceedings including the arbitration against OAT on account of Section 14 of the IBC, and accordingly the Tribunal ought to stay the arbitration immediately.
- (b) Even if the seat of arbitration was Singapore as stated by Blackfield, the moratorium applies to the arbitration and the Tribunal ought to stay the arbitration immediately.

**(“OAT’s Stay Application”)**

36. In addition, in the SODC, OAT submitted on the merits that:

- (a) It was not liable to pay any amounts to Blackfield under the Sale and Purchase Contract on account of Force Majeure events which included AAI’s delay in approving contractors and COVID-19, which were events beyond its control.
- (b) It was entitled to and accordingly counterclaimed damages from Blackfield for the loss and damage caused due to delays by Blackfield on account of defects in the manufacturing of the HDBC’s which had in turn occasioned delays in the opening of the airport to passengers. OAT added that it had incurred penalties to AAI as a result, and was entitled to claim such amounts from Blackfield.

Extracts from OAT’s SODC are set out at **Annexure D**.

37. On 2 April 2024, Blackfield, OAT, and AAI all agreed that Blackfield’s Joinder Application, OAT’s Stay Application and the substantive issues on merits may all be heard together by the Tribunal. They also agreed that the parties would only file one round of written submissions on all the issues and were content to address all issues in oral submissions to the Tribunal. On the same day, Blackfield, OAT, and AAI submitted an agreed Final List of Issues.

38. On 4 April 2024, the Tribunal issued Procedural Order No. 12 setting out the directions in respect of the written submissions to be filed, and the hearing to be held on 17 May 2024, and identifying the issues to be addressed at the hearing and determined by the Tribunal in the arbitration. Procedural Order No. 12 is set out at **Annexure E**.

**ANNEXURE A: SALE AND PURCHASE CONTRACT FOR DESIGN, MANUFACTURE,  
DELIVERY, AND INSTALLATION OF FOUR (4) HDBCs**

**1 April 2021**

**Article 1: Definitions**

*Goods:* Four (4) units of Horizontal Diverter Baggage Conveyors (“**HDBC**”) in conformity with technical specifications set out herewith at Annexure C.

*Purchaser:* Osahi Airport Terminals

*Supplier:* Blackfield GmbH

[...]

**Article 2: Contract Consideration**

USD 10,000,000/- (US Dollars Ten Million Only)

**Article 3: Payment**

- (a) 20% of the consideration shall be paid by OAT upon execution of this Contract
- (b) OAT shall open a letter of credit for the remaining 80% at least 30 days prior to shipment of the HDBCs.

**Article 4: Completion Date**

The Completion Date (i.e., the date of completion of installation of the four (4) HDBCs) shall be no later than twenty-four (24) months from the date of execution of this Contract.

**Article 5: Delivery Terms**

- (a) CIF NMPT.
- (b) Blackfield shall install and formally handover the HDBCs at the Mysore International Airport to OAT by the Completion Date.

**Article 16: Termination**

This Contract may be terminated by either party by notice of at least 30 days in advance in the event of:

- (a) a material breach by the other party;
- (b) any insolvency, bankruptcy, liquidation, or winding up, of the other party;
- (c) [...]

**Article 18: Force Majeure**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following **force majeure** events (“**Force Majeure Event(s)**”) that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) national or regional emergency; (f) strikes, labour stoppages or slowdowns or other industrial disturbances; (i) epidemic or pandemic (j) emergency state; or (k) shortage of power or transportation facilities; or (l) any such other similar events.

**Article 19: Indemnification**

The parties shall defend, indemnify, and hold each other harmless from any claims, actions, suits, losses, costs, liabilities, and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising from or related to any breach of the terms of this Contract by the other party.

**Article 20: Amendment**

Any amendment, variation or modification to the terms of this Contract shall be carried out in writing and signed by the parties' representatives. Any such amendment shall be notified to the Airports Authority of India by the parties.

**Article 22: Governing Law and Dispute Resolution**

- (a) Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Article.
- (b) The arbitral tribunal shall consist of 3 (three) arbitrators.
- (c) The venue of arbitration shall be Singapore and the Indian Arbitration and Conciliation Act, 1996 shall apply.
- (d) The language of the arbitration shall be English and the arbitration award shall be final and binding on the parties.
- (e) This agreement shall be governed and interpreted in accordance with the laws of India.

**ANNEXURE B: EXTRACTS FROM WITNESS STATEMENT OF THE CLAIMANT'S  
WITNESS, MR JOHANN BECKER**

I, Mr Johann Becker, the Chief Operating Officer of the Claimant, Blackfield, hereby solemnly depose as under:

1. I have been working with the Claimant since 2015 and am personally aware of the facts and circumstances leading to the dispute between the parties.
  
4. ...Although the Sale and Purchase Contract No. OAT/13579 was signed only by the Claimant and the Respondent, Mr PR Rahman of AAI was present for the parties' discussions of the terms of the contract which took place in Mumbai, India in early 2021. Mr Rahman was also marked on the parties' email exchanges pertaining to earlier drafts and the final draft of the contract. OAT and Mr Rahman were very keen that Blackfield offer discounts to OAT under the Contract for the HDBCs. It was in this background that Blackfield requested, and Mr Rahman agreed to, some form of participation by AAI in the dealings to provide some reassurance to Blackfield as we were working with OAT for the first time. Accordingly, Mr Rahman issued the Letter of Comfort around the same time as the Contract was signed. We understood by this that all three parties would work very closely for the completion of the transactions under the Sale and Purchase Contract and the project.
  
5. I recall that the parties were very interested in firming up the dispute resolution provisions in the Contract. The Claimant was not keen on dispute resolution in India at all as it is an unfamiliar place for us. It was Mr PR Rahman who suggested that parties can go to Singapore for arbitration before the Singapore International Arbitration Centre. This is what the Contract also says. In our other customer contracts, we do not normally use arbitration.
  
8. Blackfield was not able to complete the installation in time because of the huge delays by OAT in the construction of the arrival hall. The modifications required to the HDBCs were minor in comparison and as we are an experienced engineering company, we were able to resolve the issues quickly.
  
10. The HDBCs are working fine now and are being used every day. The relevant documents evidencing the same are annexed hereto and marked as Exhibit "B".

**ANNEXURE C: EXTRACTS FROM AAI'S REPLY TO BLACKFIELD'S JOINDER APPLICATION**

8. Blackfield's Joinder Application does not fulfil the requirements of Rule 7.8 of the SIAC Rules.
9. AAI is not bound by the arbitration agreement between Blackfield and OAT. The arbitration agreement between Blackfield and OAT is contained in the Sale and Purchase Contract. AAI is not a party to the Sale and Purchase Contract. AAI has never consented to being joined as an additional party to this arbitration.
10. AAI has no privity of contract with Blackfield. Blackfield is not a contractor or agent of AAI.
11. Obviously, since there is no contract between AAI and Blackfield, there is no question of there being an arbitration agreement between AAI and Blackfield.
12. The only arbitration agreement which AAI is party to, is with OAT under the Privatisation and Partnership Agreement with OAT. Blackfield is not a party to this agreement. The arbitration agreement in the Privatisation and Partnership Agreement provides as follows:

“Any dispute or difference or claim whatsoever arising between the parties out of or relating to this Agreement or any sub-contract arising here from, its construction, meaning, scope, operation or effect or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended) and the award made in pursuance thereof shall be binding on the parties.

The arbitration shall be adjudicated by a sole arbitrator to be mutually appointed by the parties.

The seat of arbitration shall be Bengaluru.

The arbitration agreement shall be governed by the laws of India.”

13. AAI has validly withheld payments from OAT and imposed penalties for delays in OAT's performance of its obligations under the Privatisation and Partnership Agreement, and the same has never been challenged by OAT till date. This is a separate matter.

14. Blackfield cannot drag AAI into its dispute with OAT. Even the SIAC Court rejected Blackfield's attempt to join AAI earlier but did not give any reasons for its rejection. This Tribunal should reject Blackfield's second attempt

**ANNEXURE D: EXTRACTS FROM OAT'S STATEMENT OF DEFENCE AND COUNTER CLAIM**

4. As a preliminary point, the jurisdiction of the present Tribunal is disputed in light of the initiation and pendency of CIRP of OAT. By virtue of provisions of the IBC, the moratorium imposed by the NCLT restrains institution of suit and civil proceedings and continuation of pending suit and civil proceedings. Therefore, continuation of the present arbitration, despite pendency of CIRP is bad in law and the Tribunal does not have any jurisdiction.

5. In addition to the above, Blackfield has also submitted to the jurisdiction of NCLT by filing an application before the NCLT seeking such reliefs which may necessarily require the NCLT to determine Blackfield's claims which are duplicated here. By virtue of such submission to the jurisdiction of the NCLT, Blackfield has rightly submitted to the jurisdiction of the NCLT to determine these claims, and NCLT is the appropriate forum for the determination of these claims. Accordingly, this Tribunal ought not to exercise jurisdiction over Blackfield's claims. Blackfield is agitating the same claims repeatedly which should not be allowed.

[...]

6. Blackfield has failed to provide goods for the purpose for which they were intended, which caused further delays to the project and the imposition of penalties on OAT by AAI. Therefore, OAT is not liable to pay any further sums to Blackfield.

7. OAT is entitled to damages for delay in performance of the contract, and to reclaim the further damage caused by the payment of penalties to AAI. OAT has suffered monetary loss and reputational harm due to Blackfield's faults in incorrectly designing the HDBCs, and the delays in its installation. As a result, AAI is unlikely to contract with OAT for future airport projects, which will harm OAT's future business prospects immensely. OAT believes that AAI may also have blacklisted OAT.

8. Blackfield's attempted termination of the Sale and Purchase Contract is illegal and invalid as it was not done in accordance with the termination Article of the Sale and Purchase Contract. Blackfield had no right to terminate the contract between the parties, and the termination must be found to be wrongful.



**ANNEXURE E: PROCEDURAL ORDER NO. 12**

**IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES OF  
THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE**

BETWEEN

**BLACKFIELD GMBH**

...CLAIMANT

AND

**OSAHI AIRPORT TERMINALS**

...RESPONDENT

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**PROCEDURAL ORDER NO. 12**

---

**Dated 4 April 2024**

**ARBITRAL TRIBUNAL**

Lord Lennon (Presiding Arbitrator)

Lady Nicks (Co-Arbitrator)

Professor Joel KC (Co-Arbitrator)

**PROCEDURAL ORDER NO. 12**

- A. On 1 April 2024, Blackfield GmbH (“**Blackfield**”) proposed that the objections on jurisdiction raised by Osahi Airport Terminals (“**OAT**”) in its Statement of Defence and Counterclaim be determined along with the issues on merits.
- B. Blackfield also proposed that its Joinder Application for joinder of AAI be determined along with the issues on merits.
- C. This proposal was communicated to AAI, which has confirmed its agreement to the same on 2 April 2024, and has indicated that OAT’s counsel will also act for it.
- D. The Tribunal has considered the final list of agreed issues circulated by the Parties. The Tribunal has framed the Issues (listed below) which the Parties are directed to address during the hearing scheduled on 17 May 2024.
- E. Written Submissions on behalf of the Blackfield and OAT shall be filed by 11:59 PM IST on 27 April, 2024 by email to **mcs@nls.ac.in**. Any submissions for and on behalf of AAI will be made by the counsel for OAT.
- F. The oral hearings before the Tribunal shall take place on 17 May 2024 from 11.00 AM to 05.00 PM IST.
- G. In the written submissions and at the hearing on 17 May 2024, the Parties shall address the following issues:
1. Can AAI be joined as a party to the present arbitration and does the Tribunal have jurisdiction to determine any claims against AAI? If yes, what claims?
  2. What is the seat of this arbitration?
  3. Whether the moratorium against civil proceedings and arbitrations pursuant to Section 14 of the IBC applies and if so, what orders should the Tribunal make?
  4. Did Blackfield wholly or partly waive its right to continue this arbitration by making an application to the NCLT? If so, what orders should the Tribunal make?

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5. If the answers to (3) and (4) are negative, then:
  - (a) Whether OAT is in breach of the Sale and Purchase Contract?
  - (b) Whether Blackfield is in breach of the Sale and Purchase Contract?
  - (c) Whether Blackfield validly terminated the Sale and Purchase Contract?
  - (d) What remedies are the parties entitled to?
6. Any other issues that the Tribunal deems necessary to determine.

Dated 4 April 2024

Don H. Lennon  
Presiding Arbitrator  
For the Tribunal