

CLARIFICATIONS

1. **Correction: para 13** “The two nominated arbitrators met in **last** week of February 2016.”
2. **Correction: Read “Mr Nak & Mr. Sha” (Mr. Nak and Sha) as “Mr. Nak Sha”.**
3. In Paragraph 12 > Line 17, it states, “... against the denial of Return-of-Investment as...” Please clarify whether the term in bold is correct.
No clarification is required.
4. In Paragraph 7 > Line 1, 5 and 6, the word agreement is used, whereas, In Paragraph 7 > Line 8, it states, “... the agreements had a limitation clause...” Whether there is more than one agreement? If there is more than one agreement, whether the governing clauses and the limitation clauses are common for both agreements?
No clarification is required.
5. In Para 2, who are CEH Hackers?
No clarification is required.
6. In Para 4, was the contract written or electronic? Is this the first installment of consignment?
No clarification is required.
7. In Para 7, did the agreement which posited Ad Hoc Arbitration also include the tri-partite sovereign agreement?
No clarification is required.
8. In Para 10, how do custom officials know that the software are pirated?
No clarification is required.
9. In Para 10 says location isn't traceable while para 11 says it's Turkmenistan, so which is it exactly?
No clarification is required. Facts are to be read carefully.
10. Para 7, are all clauses of the Malaysia BIT-UK agreement applicable to the tri-partite agreement? If not, then which ones?
No clarification is required. Facts are to be read carefully.
11. In Para 7, did first agreement dictate payment terms? If yes, then please elaborate.
No clarification is required.
12. Para 14-17, did M/s Business Solvables file any written submission before the counter claim as mentioned in para 17?
No clarification is required.
13. Whether San Cheti was appointed by NakSha and TraSan after consulting Bath La?
No clarification is required.
14. Where did Customs Official get the alert from?
No clarification is required.
15. In Para. 7, reference has been made to UNCITRAL as the applicable putative law for dispute resolution. Does this refer to UNCITRAL Model Law or UNCITRAL Rules or both?
No clarification is required.

16. Who are the parties to the contract signed at the Bath La Liaison Office of M/s Business Solvables referred to in Para. 4 of the proposition?

This is a matter of construction and inference, no clarification is required.

17. What is the Applicable Law clause in the said agreements of the moot proposition?

No clarification is required. Facts are to be read carefully.

18. Can you give a verbatim reproduction of the Arbitration Clauses of the agreements in the problem?

No clarification is required.

19. Point 2 of the notes at the end of the problem asks the team to devise a "litigation strategy". Could you please elaborate on the same?

In a business dispute, Clients may seek their lawyers to work on alternatives, which are marshaled according to Client's business interest. Participants are expected to work on such alternative pleas, which are permissible in the given gamut of facts.

20. Were both Bath-La and M/s NakSha& TraSan were parties to contract with M/s BusinessSolvables for importing software Trally?

No clarification is required.

21. Are all articles of the Malaysia-United Kingdom BIT applicable to the investment protection contract between Bath-La and M/s Business Solvables and the Firm?

No clarification is required. Facts are to be read carefully.

22. Does applicable putative law necessarily mean that it is the lexarbitri?

No clarification is required. Facts are to be read carefully.

23. In the absence of specific contractual terms between M/s Business Solvables and M/s Naksha&Trasan with regard to the nature and quality of goods to be imported, are we allowed to make presumptions regarding terms against pirated versions of the software and also terms on IPR protection of the software imported?

This is a matter of construction and inference, no clarification is required.

24. Does the ambit of the phrase "investment protection clauses" refer to only the mechanism of settlement of disputes if any arises, or otherwise. Please make the ambit of the words clear?

This is a matter of construction and inference, no clarification is required. Facts are to be read carefully.