

1ST BASANT KUMAR JAGGI ONLINE MEDIATION COMPETITION 2026

PRELIMINARY ROUND – PROBLEM 1

THE LAST-MINUTE MANDATE

- Lexora University, New Delhi, is a private university known for organising large academic and cultural events. In July 2026, the University decided to organise the **Lexora National Law Festival**, scheduled to be held from 14–16 November 2026. The event was expected to host approximately 1,500 students, faculty members, judges, lawyers and other guests from across India.
- For organising the event, Lexora University entered into an agreement with **Apex Events & Experiences Pvt. Ltd.**, a Gurugram-based event management company. Under the agreement, Apex was responsible for venue setup, stage and lighting, audio-visual arrangements, registration counters, branding, guest coordination, transportation and accommodation coordination, catering coordination, photography and videography, and technical support.
- The total contract value was ₹8,00,000 plus applicable taxes. The payment was to be made in three instalments: ₹3,00,000 at the time of signing, ₹2,00,000 one month before the event, and the remaining ₹3,00,000 after completion of the event.
- Over the following months, the University made several additional requests, including additional branding, more registration counters, changes in the stage design, additional lighting and additional technical equipment. Most of these changes were discussed through meetings and WhatsApp conversations. However, no formal written amendment to the original agreement was executed.
- A few days before the event, the audio-visual vendor originally appointed by Apex withdrew from the project. Apex arranged another vendor, but the replacement vendor charged considerably more. The University was informed that an alternative arrangement had been made, although the financial impact of the change was not clearly discussed.
- The second instalment was eventually paid by Lexora on 10 November 2026. The next day, representatives of the University inspected the venue and found that several

arrangements were incomplete. Some equipment had not yet been installed, certain branding material was pending, and the final seating and registration arrangements were still being worked on.

- On 12 November, representatives of Lexora and Apex held an urgent meeting. Lexora expressed concern that the event would not be ready in time and informed Apex that the University was terminating the contract with immediate effect. Apex objected to the termination, stating that the work was still in progress and that the University had substantially expanded the original scope of work without formally revising the contract.
- Lexora subsequently engaged another event company, **EventCraft**, at an additional cost of approximately ₹10,20,000. The event was ultimately conducted, although certain planned features had to be reduced or modified.
- After the event, Lexora demanded a refund of amounts paid to Apex and reimbursement of the additional expenses incurred in appointing EventCraft. Apex, on the other hand, claimed payment for the work already completed and expenses incurred towards vendors and materials.
- Both parties have denied that they were solely responsible for the failure of the arrangement. The dispute has now been referred to mediation under the dispute-resolution clause of their agreement.
- The parties must attempt to resolve the dispute through mediation while considering their financial claims, business relationships, reputation and future interests.

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PRELIMINARY ROUND – PROBLEM 2

THE CORNER CAFÉ DISPUTE

- UrbanSpaces Properties Pvt. Ltd. owns a commercial property in a busy part of New Delhi. In early 2024, it entered into a five-year lease agreement with **Brew & Bean Café**, a growing café business operated by two young entrepreneurs.
- Under the lease, Brew & Bean was permitted to operate a café from the ground-floor premises. The agreement provided for monthly rent along with a security deposit. The café invested a substantial amount in renovating the premises, installing kitchen equipment, furniture, lighting and interior décor.
- For the first year, the relationship between the parties remained largely cordial. The café became popular among students and young professionals in the area.
- Towards the end of 2025, however, UrbanSpaces began receiving complaints from other occupants of the building regarding noise, late-night activity and customers gathering outside the premises. The landlord informed Brew & Bean that the café was required to strictly follow the building's operating conditions.
- Brew & Bean maintained that most of the complaints were exaggerated and that the café had complied with the agreed operating hours. The café also pointed out that several maintenance issues in the premises, including repeated water leakage from the ceiling and problems with the building's plumbing, had not been permanently resolved despite repeated complaints.
- The situation became more complicated when Brew & Bean temporarily withheld part of its monthly rent, stating that the unresolved maintenance problems had affected the café's business and caused damage to certain equipment and stock.
- UrbanSpaces treated the withholding of rent as a violation of the lease agreement and issued a notice demanding payment of the outstanding amount. The landlord also warned that continued violations could result in termination of the lease.
- Around the same time, Brew & Bean proposed extending its operating hours on weekends and introducing occasional live music and private events. UrbanSpaces

objected, stating that such activities could create additional disturbance for other occupants and increase the building's security and maintenance concerns.

- The café's owners then informed the landlord that they were considering leaving the premises altogether. However, they pointed out that they had invested a considerable amount in the property and would suffer significant losses if they were required to leave before the expiry of the five-year lease.
- UrbanSpaces, meanwhile, stated that it had already turned down another prospective tenant when the lease with Brew & Bean was entered into and that an early exit could cause financial loss to the property owner.
- The parties disagree over the outstanding rent, responsibility for repairs, alleged breach of the lease, operating hours, and the consequences of an early termination.
- Neither party has initiated formal litigation yet. Both have agreed to participate in mediation in an attempt to resolve the dispute and determine whether their commercial relationship can continue or whether the lease should be brought to an end on mutually acceptable terms.