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ON

th 25, th 26 & th 27 FEBRUARY, 2025
(ON CAMPUS)

CO-HOSTS



**SURANA & SURANA
INTERNATIONAL
ATTORNEYS**

**SCHOOL OF LAW (CADR)
SATHYABAMA INSTITUTE OF
SCIENCE AND TECHNOLOGY**

SUPPORTED BY



**ARBITRAL AWARD WRITING
PROPOSITION**



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IN THE MATTER OF AN ARBITRATION

UNDER THE ARBITRATION RULES OF THE
SINGAPORE INTERNATIONAL ARBITRATION CENTRE (SIAC)

AND

THE ARBITRATION ACT, 1996

BETWEEN:

Solaris Industries, IncClaimant

AND

SolarTech Solutions, LtdRespondent

Arbitral Tribunal

Dr. David Lee (Presiding Arbitrator)

Mr. Samuel Blackstone (Co- Arbitrator)

Mrs. Fiona Singh (Co-Arbitrator)



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Seat of Arbitration: Singapore

PARTIES:

Claimant: Solaris Industries, Inc., 22nd Green Energy Road, Mehenna, Indara

Respondent: SolaraTech Solutions, Ltd., 45 Eco Lane Chamber, Loneland, United Freedom

FACTS OF THE CASE:

1. Solaris Industries, Inc. is a leading manufacturer of solar panels and renewable energy solutions in Indara, renowned for its innovative technology and high-quality products. It has been a leading producer since the late 1950s and has established a strong standing amongst its competitors. Solaris Industries, Inc. has also expanded internationally and manufactures in Sree Lekha, Cheena, and other Asian Countries. With a strong presence in the Asian market, Solaris Industries decided to expand its brand by entering into a Franchise Agreement with SolaraTech Solutions, Ltd., a prominent player in the renewable energy sector in the United Freedom (“UF”), in August of 2017.
2. SolaraTech Solutions, Ltd. was set up in the year 2015 and is locally known in Loneland for its expertise in renewable energy solutions, including solar panel installations, wind energy projects, and energy efficiency consulting. Despite being new, the company has a solid reputation for delivering sustainable energy solutions to residential, commercial, and industrial clients.
3. In 2017, Solaris Industries and SolaraTech Solutions entered into a five-year Franchise Agreement, allowing SolaraTech to operate under the "Solaris" brand in the UF. Considering the quality of products produced by Solaris, the government of UF tendered production of Solar Panels to Solaris in 2018. This resulted in a hike in its popularity and provided huge business expansion opportunities. During their franchise period, SolaraTech gained significant insights into Solaris Industries' business operations, marketing strategies, and technologies. SolaraTech benefited from extensive training, support, and resources provided by Solaris Industries.



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4. The Franchise Model was a success and from stepping into the UF landscape, Solaris Industries gained understanding on the working and laws of the country. Even during the course of their franchising, Solaris Industries set up its own outlets and factories. After the end of the franchise period, the parties mutually decided against extending the Agreement and parted ways amicably.
5. Upon the expiration of the Franchise Agreement in 2021, SolaraTech Solutions launched a new brand called "SolarPro" in the UF in May 2022. SolaraTech obtained a trademark for "SolarPro" in the UF as well as Trance, Yermany and Hitaly. It began over the top advertisement campaigns, promoting its brand and also granting free installation services for first few customers. SolaraTech was appreciated for its innovative methodologies, passion for economically providing quality sustainable energy solutions and also its well trained workforce.
6. The UF ratified various conventions of sustainable development and incorporated them in their new laws and amendments. These changes came into force in 2019 and mandated the construction of Solar Panels in all commercial and industrial buildings in light of its sustainable environmental goals.
7. Around June 2022, conflicts began between the government of Indara and UF on other unrelated trade matters. This agitated the people of UF, who made decisions to boycott Indara products in UF. The government of UF also decided to end its contract with Solaris for the production of Solar Panels for the government purposes, claiming poor quality and breach of contract. This took a toll on Solaris, both in terms of its finance, as well as its brand name. Solaris attempted at minimising the damage caused to it and filed a petition in the courts, challenging the cancellation of the contract.
8. During the course of those proceedings, the government of UF released tenders for Solar Panels and selected SolaraTech, who was the best bidder amongst others. Upon hearing the same, Solaris found that the brand "SolarPro" bore a striking resemblance to the "Solaris" brand in terms of logo design, colour scheme, and overall branding strategy. Agitated by



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this, Solaris Industries claimed that there was noticeable similarity between the brands, which led to market confusion.

9. Solaris's legal advisors advised that the damage done to it due to the cancellation of tender was too substantial and would require years to rebuilt. Upon this, Solaris was advised to expand its business and obtain trademarks in other countries nearby. Taking this advice, Solaris decided to set up factories in Trance. However, it faced challenges and rejections due to its close resemblance to SolarPro, the brand of SolaraTech.
10. Considering their previous relationship, in an attempt to resolve the issue amicably, Solaris Industries proposed a Coexistence Agreement as mentioned in their Franchisee Agreement, to SolaraTech, outlining terms to differentiate their respective brands and avoid consumer confusion in Trance. They hoped that a Coexistence Agreement will ease the process of getting their brand registered in the European Countries. However, SolaraTech declined the proposal.
11. The rejection shocked Solaris and they considered it a breach of their Franchisee Agreement. However, considering the state of their brand name in UF, Solaris decided to keep the thought of expanding to Trance away for the time being and decided to find ways to catch hold of its legacy once again in the UF.
12. Already taken a back by the denial of the Coexistence Agreement by SolaraTech, Solaris felt that they have been cheated and their brand has been unjustly copied. They felt that SolaraTech had fraudulently taken over everything that belonged to them.
13. Upon this, Solaris Industries invoked the arbitration clause stipulated in the Franchise Agreement claiming that as per the agreement, SolaraTech could not have begun a competing business in the same line as Solaris. Additionally, it claimed that such a brand constituted an infringement of its IPR. It claimed that as per the Franchise Agreement, SolaraTech could not have employed the tactics and business strategies of Solaris in future businesses, alleging that the success of SolarPro was only through copying Solaris.



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14. Per the arbitration clause, the arbitration is to be conducted by a panel of three (3) arbitrators under the Rules of the Singapore International Arbitration Centre (SIAC), with the seat of arbitration in Singapore and governed by Indaran law. Solaris Industries proposed Mr. Samuel Blackstone as their Arbitrator. SolarTech Innovations nominated Mrs. Fiona Singh as their Arbitrator. Mr. Blackstone and Mrs. Singh jointly appointed Dr. David Lee as the Presiding Arbitrator.
15. Mr. Samuel Blackstone had previously served as an advisor to Solaris Industries and SolarTech during the Franchise Agreement period. He was also a well-known figure in the field. After the nomination of all Arbitrators and the constitution of the tribunal as per the SIAC Rules, SolarTech raised objections after 3 weeks and challenged the appointment of Mr. Blackstone, citing his advisory role with Solaris.
16. Solaris Industries declared that there was no conflict of interest as SolarTech also came in contact with Mr. Blackstone, who also only played a meagre part in providing legal advice, and therefore, considering he is known by both parties, there cannot be claims of partiality. Additionally, it was contested that the challenge of appointment is not in accordance with Rule 14.2 of SIAC Rules, 2016 as the respondent didn't come to know of any new reason which might cause concerns regarding impartiality.



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ANNEXURE I

FRANCHISE AGREEMENT- RELEVANT CLAUSES

This Franchise Agreement ("Agreement") is made and entered on the 21st of August 2017, by and between:

Solaris Industries, Inc., a company incorporated under the laws of Indara, with its principal office located at 22nd Green Energy Road, Mehenna, Indara ("Franchisor"),

And

Solaratech Solutions, Ltd., a company incorporated under the laws of the United Freedom, with its principal office located at 45 Eco Lane Chamber, Loneland, United Freedom ("Franchisee").

WHEREAS, the Franchisor is engaged in the business of manufacturing and selling high-quality solar panels and renewable energy solutions under the trademark "Solaris" in major Asian Countries;

WHEREAS, the Franchisee desires to enter into a Franchise Agreement and operate under the Solaris brand in the United Freedom and agrees to comply with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. GRANT OF FRANCHISE

1.1. The Franchisor grants to the Franchisee the right to operate a Solaris franchise in the United Freedom.



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1.2. The Franchisee shall operate the Franchise business under the “Solaris” trademark, logo, and branding as specified by the Franchisor for the period as specified by this Agreement.

2. TERM AND RENEWAL

2.1. The term of this Agreement shall commence on the date of signing and shall continue for a period of five (5) years, unless terminated earlier.

2.2. The Franchisee may apply for a renewal of this Agreement for an additional term of five (5) years, subject to the Franchisor’s approval.

2.3. The parties may later get into a coexistence agreement in the future and aid in the registration of each other’s trademarks in foreign jurisdictions. A subsequent contract may be entered into on this regard.

3. FRANCHISE FEES

3.1. The Franchisee shall pay to the Franchisor an initial franchise fee of \$50,000 upon the execution of this Agreement.

3.2. The Franchisee shall also pay ongoing royalty fees of 35% of the gross sales on a monthly basis.

4. OBLIGATIONS OF THE FRANCHISEE

4.1. The Franchisee shall maintain high standards of quality in all operations of the franchise business.

4.2. The Franchisee shall comply with all guidelines, standards, and specifications provided by the Franchisor. The Franchisor shall conduct required training and monthly audit checks and the Franchisee shall strictly comply with the requirements.

4.3. The Franchisee shall not engage in any business activities that compete with the Franchisor or utilize the methodologies of the Franchisor for personal reasons during the term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement.



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5. TRADEMARKS AND INTELLECTUAL PROPERTY

5.1.The Franchisor grants the Franchisee a non-exclusive, non-transferable license to use the “Solaris” trademark and related intellectual property solely in connection with the operation of the franchise business.

5.2.The Franchisee acknowledges the Franchisor's exclusive ownership of the “Solaris” trademark and agrees not to contest or challenge the validity of the Franchisor's trademark rights.

6. TERMINATION

6.1.The Franchisor may terminate this Agreement immediately upon written notice if the Franchisee breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receiving notice from the Franchisor.

6.2.Upon termination or expiration of this Agreement, the Franchisee shall immediately cease using the “Solaris” trademark and all related intellectual property.

7. ARBITRATION CLAUSE

7.1.Any and all disputes arising out of or in connection with this Agreement, 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 2016 of the Singapore International Arbitration Centre (SIAC).

7.2.The arbitration shall be conducted by a panel of three (3) Arbitrators. Each party shall appoint one Arbitrator, and the two Arbitrators appointed shall appoint a third Arbitrator, who shall act as the presiding Arbitrator.

7.3. The challenge of arbitrators shall be done as per the relevant provisions of SIAC Rules, 2016. The language of the arbitration shall be English. The governing law of the Agreement shall be the substantive law of Indara.

7.4.The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.



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ANNEXURE II

EMAIL COMMUNICATION: SOLARIS INDUSTRIES, INC. PROPOSING A COEXISTENCE AGREEMENT

From: Rahul Sharma, CEO, Solaris Industries, Inc.

To: Emma Green, CEO, SolaraTech Solutions, Ltd.

Date: September 1, 2022

Subject: Proposal for Coexistence Agreement

Dear Ms. Green,

Warm greetings! On behalf of Solaris Industries, I hope that all of you are doing exceptionally well.

I am writing this to address a matter of significant concern that has arisen following the expiration of our Franchise Agreement. As you are aware, we are a leading manufacturer of solar panels and renewable energy solutions in Indara, and we also manufacture internationally to countries like Sree Lekha and Cheena. Our partnership with SolaraTech since August 2017 was a strategic move to strengthen our presence in the United Freedom, by leveraging your local expertise and market insights. We are pleased to say that our period together has been pleasant and helpful in achieving our goals. We believe that your team also benefited from extensive training, support, and resources provided by us, which has significantly enhanced your operations and market presence in the UF.

It has come to our attention that following the termination of our Franchise Agreement, you have launched a new brand called "SolarPro" in May 2022 and have trademarks in UF, Trance, Yermany and Hitaly. Now, Solaris has been aiming at expanding our brand to Trance, however, we have been unsuccessful in registering our trademark due to your existing trademark. Given our long-standing relationship and the significant insights you have gained from us, we believe it is in our mutual best interest to avoid any market confusion or potential legal disputes.



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We propose a Coexistence Agreement between Solaris and SolarTech, as outlined in the Franchise Agreement. Upon discussion, we believe it would be appropriate to incorporate the following:

1. Clear differentiation of the “Solaris” and “SolarPro” brands in terms of logo design, colour schemes, and marketing strategies.
2. Geographic delineation of markets to prevent overlap and consumer confusion, particularly in regions where both brands operate.
3. Mutual non-disparagement clauses to maintain the integrity of both brands.
4. Mechanisms for resolving any future disputes amicably.

We believe that such an agreement allows our respective brands to coexist without legal entanglements.

We look forward to your favourable reply. Please reach out for any clarifications. We can also set up a meeting to discuss this.

Thanks and regards,

Rahul Sharma

CEO

Solaris Industries, Inc.



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ANNEXURE III

**EMAIL RESPONSE: SOLARATECH SOLUTIONS, LTD. DECLINING THE
COEXISTENCE AGREEMENT**

From: Emma Green, CEO, Solaratech Solutions, Ltd.

To: Rahul Sharma, CEO, Solaris Industries, Inc.

Date: September 15, 2022

Subject: Re: Proposal for Coexistence Agreement

Dear Mr. Sharma,

We have all been doing well. Thank you for your email and the proposal for a Coexistence Agreement. We appreciate your enthusiasm.

After careful consideration, we regret to inform you that Solaratech Solutions, Ltd. is unable to accept the proposal. We truly appreciate the long-term relationship between us, and we acknowledge the support and resources provided by Solaris during the franchisee period. However, we believe that entering into a Coexistence Agreement would unduly restrict our business operations and growth. Additionally, I would like to point out that our Franchisee Agreement does not mandate a future Coexistence Agreement and it is well within our rights to deny the same.

To reply to your constant remarks that we have received a lot of training and support from you, I would like to state that "SolarPro" brand was developed independently by Solaratech. Our brand identity, including logo design and marketing strategies, reflects our unique market position and values. We have also successfully obtained trademarks for "SolarPro" in the UF, Trance, Yermany, and Hitaly, which legally supports our brand's distinctiveness.

We deeply appreciate if you would stop making false claims which make it sound like we have created this brand only due to our experience with franchising with you. We acknowledge that we did receive great experience in those five years, however, our brand "SolarPro" is a result of years of hard work, R&D and unique promotional activities.



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We understand the concerns raised regarding potential market confusion. However, we firmly believe that our brand strategies are sufficiently distinct to avoid any significant confusion among consumers. Additionally, any restrictions on our brand's development would be counterproductive to our business goals and market expansion.

We remain committed to maintaining a professional relationship with Solaris Industries and hope to explore other collaborative opportunities in the future.

Thank you for your understanding.

Warm regards,

Emma Green

CEO

SolaraTech Solutions, Ltd.



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ANNEXURE IV:

**EMAIL COMMUNICATION: SOLARIS INDUSTRIES, INC. INVOKING THE
ARBITRATION CLAUSE**

From: Rahul Sharma, CEO, Solaris Industries, Inc.

To: Emma Green, CEO, SolaraTech Solutions, Ltd.

Date: October 2, 2022

Subject: Invocation of Arbitration Clause

Dear Ms. Green,

I hope this message finds you well. In light of our recent correspondence and the rejection of our proposal for a Coexistence Agreement, Solaris Industries, Inc. has decided to invoke the arbitration clause stipulated in the Franchise Agreement between our companies.

As per the terms of the Franchise Agreement, SolaraTech's launch of the "SolarPro" brand, which bears a striking resemblance to Solaris, constitutes a breach of contract and an infringement of Solaris' intellectual property rights. SolaraTech could not have started a competing business within 3 years of the end of the franchisee period. Additionally, you have used similar business strategies and proprietary knowledge obtained during the franchise period. This further aggravates your infringement. Any prudent person would be able to see the clear similarities between our marks.

Now, with respect to the arbitration, it is to be conducted by a panel of three Arbitrators under the 2016 Rules of the Singapore International Arbitration Centre (SIAC), with the seat of arbitration in Singapore and governed by Indaran law. We propose Mr. Samuel Blackstone as our Arbitrator.

Best regards,

Rahul Sharma

CEO

Solaris Industries, Inc.



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ANNEXURE V:

REQUEST FOR ARBITRATION UNDER SIAC RULES

Date: November 27, 2022

Solaris Industries, Inc. ("Claimant"), a leading manufacturer of solar panels and renewable energy solutions based in Mumbai, Indara, hereby submits this Request for Arbitration against SolarTech Solutions, Ltd. ("Respondent"), based in Loneland, United Freedom, pursuant to the arbitration clause contained in the Franchise Agreement between the parties.

The arbitration agreement is contained in Clause 7 of the Franchise between Solaris Industries, Inc. and SolarTech Solutions, Ltd. The clause stipulates that any disputes arising out of or in connection with the agreement shall be resolved through arbitration under the Rules of the Singapore International Arbitration Centre (SIAC), with the seat of arbitration in Singapore and governed by Indaran law.

Facts of the Case:

Solaris Industries, Inc., established in the early 1950s in Indara, is renowned for its innovative solar panel technology and renewable energy solutions. Solaris has expanded its manufacturing capabilities internationally, with a strong presence in Sree Lekha, Cheena, and other Asian countries. SolarTech Solutions, Ltd., established in 2015 and based in Loneland, United Freedom, is known for its expertise in renewable energy solutions, including solar panel installations, wind energy projects, and energy efficiency consulting.

In August 2017, Solaris and SolarTech entered into a five-year Franchise Agreement, allowing SolarTech to operate under the "Solaris" brand in the UF. During this period, SolarTech gained significant insights into Solaris's business operations, marketing strategies, and proprietary technologies, benefiting from extensive training, support, and resources provided by Solaris. Upon the expiration of the Franchise Agreement in 2021, SolarTech launched a new brand called "SolarPro" in May 2022, obtaining a trademark for the brand in the UF, Trance, Yermany, and Hitaly. This new brand bore a striking resemblance to the "Solaris" brand in terms of logo design, colour scheme, and overall branding strategy, leading to market confusion.



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In an attempt to resolve the issue amicably, Solaris proposed a Coexistence Agreement to SolarTech in June 2022. SolarTech declined the proposal, asserting that it would unduly restrict their business operations.

The Claimant nominates Mr. Samuel Blackstone as its Arbitrator.

Claims:

Solaris Industries, Inc. submits the following claims and seeks the corresponding relief:

Solaris claims that SolarTech's launch of the "SolarPro" brand constitutes a breach of the Franchise Agreement and an infringement of Solaris's intellectual property rights. Solaris seeks an order:

1. Declaring that SolarTech has breached the Franchise Agreement by doing business in the same line as the claimant within 3 years of the end of the Agreement and failing to get into a coexistence agreement as stipulated in the contract.
2. Declaring that SolarTech's use of the "SolarPro" brand constitutes trademark infringement.
3. Awarding damages of 10 Million USD for the losses suffered by Solaris due to SolarTech's breach and trademark infringement.
4. Granting an injunction to prevent SolarTech from using the "SolarPro" brand in any form that resembles the "Solaris" brand.

Solaris Industries, Inc. will provide the following evidence in support of its claims:

1. Copy of the Franchise Agreement (Annexure 1).
2. Evidence of trademark registration and branding materials for "Solaris" and "SolarPro".
3. Correspondence regarding the proposed Coexistence Agreement and SolarTech's response.
4. Financial records and documentation of losses suffered due to SolarTech's actions.
5. Statements and records of Mr. Samuel Blackstone's impartiality.

S/d-

Counsel for Claimant



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ANNEXURE VI:

ANSWER TO THE REQUEST FOR ARBITRATION

Date: December 24, 2022

The Respondent acknowledges that Solaris Industries, Inc. is a leading manufacturer of solar panels and renewable energy solutions based in Mumbai, India. SolarTech Solutions, Ltd., established in 2015 and based in Loneland, United Freedom, is recognized for its expertise in renewable energy solutions.

The Respondent confirms that it entered into a Franchise Agreement with the Claimant in August 2017, allowing SolarTech to operate under the "Solaris" brand in the UF. During this period, SolarTech adhered to the terms of the agreement.

Upon the expiration of the Franchise Agreement in 2021, SolarTech launched a new brand called "SolarPro" in May 2022. SolarTech obtained a trademark for "SolarPro" in the UF, Trance, Yermany, and Hitaly. The Respondent contends that "SolarPro" was developed independently and does not bear a striking resemblance to the "Solaris" brand, and there is no evidence of market confusion.

SolarTech confirms that it declined the proposed Coexistence Agreement from Solaris, as the same is not mandated in the Franchise Agreement. Further, such an agreement would unduly restrict its business operations and would hinder independent operations.

DEFENSE AGAINST CLAIMS:

SolarTech asserts that the arbitral tribunal does not have the jurisdiction to hear matters relating to IPR disputes as the same shall constitute a right in rem. Despite the same, SolarTech has not breached the Franchise Agreement nor infringed Solaris's intellectual property rights. The "SolarPro" brand was developed independently, and any similarities are coincidental and do not cause market confusion. Additionally, the claimant by showing interest towards getting into a coexistence agreement has waived its right to contest infringement. The restrictions put on the parties by the Agreement is void as it unduly restricts the trade of the Respondent.



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Therefore:

1. The Respondent denies the breach of contract as it has fully complied with the terms of the Franchise Agreement and getting into a coexistence agreement is not mandated.
2. The Respondent contends that the Claimant cannot impose post- termination covenants and the same unduly restricts the trade of the Respondent.
3. The Respondent denies trademark infringement, asserting that the "SolarPro" brand does not cause confusion with the "Solaris" brand.
4. The Claimant has waived its right to claim infringement due to its willingness to get into a coexistence agreement.
5. The Respondent nominates Mrs. Fiona Singh as its Arbitrator.

Relief:

1. Dismiss the Claimant's claims of breach of contract and trademark infringement.
2. Order the Claimant to bear the costs of arbitration and any legal expenses incurred by the Respondent.

S/d-

Counsel for Respondent



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ANNEXURE VII:

TRADEMARK OF PARTIES



\$OLARIS



\$OLARPRO



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ANNEXURE VIII:

PROCEDURAL ORDER NO. 1

**IN THE MATTER OF ARBITRATION UNDER THE SINGAPORE INTERNATIONAL
ARBITRATION CENTRE (SIAC) RULES**

BETWEEN:

SOLARIS INDUSTRIES, INC.

AND

SOLARATECH SOLUTIONS, LTD.

CASE NO: SIAC/2024/1234

Any requests for clarification arising from the Statement of Facts shall be made no later than 11:59 pm IST on _____ by emailing _____.

In the written submissions, the parties shall address the following issues:

1. (a) Whether the Arbitral Tribunal has the jurisdiction to hear the case?
(b) Whether there is a conflict of interest due to the Mr. Blackstone's previous role and can the Respondent contest the appointment as per Rule 14 and 15 of SIAC Rules?
2. Whether the Claimant's attempt to negotiate a Coexistence Agreement constitutes a waiver of their rights to claim infringement?
3. Whether the Claimant can impose post-termination covenants on the Respondent's trade activities?

Irrespective of the issue of maintainability, the undersigned will issue an award on all issues. The counsels on instructions have submitted that the dispute can be adjudicated on the basis of the pleadings and documents of the parties. No oral evidence or arguments will be required. In view of the same, neither party will be required to present any oral evidence or oral arguments.

For the Arbitral Tribunal,

Dr. David Lee

Presiding Arbitrator



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The rules regarding arbitration and all other laws of Indara should be interpreted in Pari Materia with the laws of India. The facts are purely imaginary and any similarity with real instances, people or cases are a mere coincidence. Any mention of facts of real-life events in India will not be accepted.

The students are requested to address only the issues provided in Procedural Order No. 1. Additional issues may be addressed as sub-issues to the above four (4) issues.