

**CLARIFICATIONS**

**GENERAL CLARIFICATIONS:**

- a. A contract exists between Ms. Laura and Excel Telefilms regarding terms and conditions, indicative of general obligations between the parties.
- b. Excel Telefilms is a company based in Bengaluru.
- c. The suit has been instituted before the City Civil Court at Bengaluru.

**CLARIFICATIONS ON THE MOOT PROPOSITION**

1. Is the Suit filed in City Civil Court Bengaluru? If not, then is Civil Court Bengaluru's jurisdiction similar to that of City Civil Court Bengaluru?

**Please refer the General Clarifications.**

2. Does Bengaluru in Para 11, connote the city of Bengaluru/Bangalore per se as located in India?

**Yes.**

3. Is the court instituted in the High court of Karnataka or district court?

**Please refer the General Clarifications.**

4. Are all laws of the moot proposition parimateria to laws of India?

**Yes.**

5. What is the jurisdiction of Paradise Land and Excel?

**Refer the General Clarifications.**

6. What is the location of Excel films and Ms. Laura?

**No clarification required.**

7. Does Paradise Island fall within the Jurisdiction of the Court or is Laura a resident of the area in which the court has a jurisdiction or Excel Telefilms have an office in the area in which the court has a jurisdiction?

**Refer the General Clarifications.**

8. Was there any clause implying the implied existence of a duty of care in the contract between Laura and excel films?

**No clarification required.**

9. Whether the contract had general obligations only or specific obligations as well?

**Refer to General Clarifications.**

10. Where does Laura Reside?

**No clarification required.**

11. Does Paradise Island have a civil Court?

**Refer to General Clarifications.**

12. Paradise Island is part of which state?

**No clarification required. Please refer to General Clarifications.**

13. Excel Telefilms contend that they were under no specific obligation towards Laura, as the arrangement was purely commercial in nature. Please substantiate the nature of the arrangement between them.

**No clarification Required.**

14. Did Laura continue in the show even after being affected with acute laryngitis and rashes?

**Owing to her medical condition, she was not in a position to be a part of the show.**

15. Is Laura getting paid to party in the show?

**Laura was assured of remuneration in consonance with the duration of her stay at Paradise Island.**

16. What precautionary measures could Laura have taken?

**No clarification necessary.**

17. In Para 7, "...would stay as long as they are a part of the competition", does this connote 12 weeks as mentioned in Para 2?

**It implies unless they are eliminated from the show or choose to quit.**

18. Was there any contract between GMT Inc. and Laura?

**Refer to General Clarifications.**

19. Was the disease of the plaintiff owing to the infection or the reason behind it was unidentified?

**No clarification necessary.**

20. Did Laura have knowledge about the prevalence of the bacterial infection in Paradise Island?

**No clarification necessary.**

21. Did Excel have knowledge about the prevalence of the bacterial infection in Paradise Island?

**No clarification necessary.**

22. Did Excel have knowledge about Laura's upcoming Global Tour?

**No clarification necessary.**

23. Did any of the other contestants put forward any complaints regarding the standards of the accommodation?

**No clarification necessary. Refer to the Moot Proposition.**

24. Did any of the other contestants get diagnosed with bacterial infection?

**No clarification required.**

25. Where was the hospital that Laura was treated in located?

**No clarification required.**

26. Did Paradise Island have a hospital?

**Refer to the Moot Proposition.**

27. Did the events in Back to Nature including adventurous and dangerous activities?

**No clarification required.**

28. When was Laura discharged?

**Approximately 3 weeks after she was admitted in the hospital.**

29. Was Laura completely cured after her discharge?

**She was under medication and medical supervision.**

30. How much was Laura earning prior to the commencement of the show?

**No clarification required.**

31. Whether Laura was intending to go for the music tour by completing all her assignments by November 2019? That is, whether it meant she would be within the terms of her agreement with GMT Inc. by completing the shooting of the "Back to Nature" show before November 2019?

**No clarification required.**

32. Why has she claimed compensation for loss of income in addition to cancellation of tour?

**No clarification required.**

33. Was any other contestant affected with bacterial infection and subsequently, acute laryngitis? Furthermore, was Laura prone to such infections?

**Please refer Question 24.**

34. Was the place of accommodation in Paradise Island owned by Excel Telefilms? If not, who owned the accommodation?

**No clarification required.**

35. Was Laura aware of the common infection that is prevalent in Paradise Island?

**Please refer Question 20.**

36. What precautionary measures can an individual take against the infection?

**No clarification required.**