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BANGALORE | DELHI NCR | PUNE

Alternative Dispute Resolution Board,
School of Law, CHRIST (Deemed to be University)
presents



6th CHRIST Med-Arb Competition

4TH to 6TH FEBRUARY, 2026

PROBLEM

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NOTE FOR THE PARTICIPANTS:

1. The Mediation problem from page 2 to 22 shall be the problem for the Mediation segment of the Competition. The Arbitration problem from page 23 to 60 shall be the problem for the Arbitration segment.
2. Despite having a continuous factual matrix, as per Rule 6.2 and 9.12, the Mediation and Arbitration rounds are **independent of each other**. Participants shall restrict themselves to the facts of the Mediation problem for the Mediation session.
3. The confidential information shared during the Mediation segment has no bearing on the Arbitration. The Memorial must be drafted based on the facts of the Arbitration problem.
4. The laws of Bharasthan are in *Pari Materia* with Indian Laws.
5. The laws of United Queendom (UQ) are in *Pari Materia* with United Kingdom (UK) Laws.



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6TH CHRIST MEDIATION-ARBITRATION COMPETITION, 2026

PROBLEM [MEDIATION]



1. On 18th October 2024, Echoes of Air Event Management ('**Echoes**'), a Bangala based events and production company, initiated conceptualization of "*Rolling Sound*," a multi-city international hip-hop festival proposed to be staged in Bangala, Hyder and Mombal from 2nd to 10th November 2025. The event was set to be marketed as Bharasthan's formal entry into the global touring circuit, the festival was positioned as Bharasthan's entrance into the global Hip-Hop stage, with exclusive streaming rights secured on Disfree+, one of Bharasthan's leading OTT platforms. Disfree+ reported record numbers in subscription for the event, pushing Echoes' brand as a leading event planner in the Hip-Hop genre.
2. To headline the festival, Echoes approached Central Bee, a renowned UQ-based hip-hop artist represented by Woodstock Management ('**Woodstock**'). Preliminary discussions were initiated on 4th January 2025.
3. Pursuant to negotiations, the parties executed an Artist Performance Agreement ('**Agreement**') (*attached as ANNEXURE-A*) on 5th June 2025. The highlights of the Agreement stipulated:
 - (i) a 50% advance payment and 50% payment post tour completion;
 - (ii) industry standard technical and hospitality requirements;
 - (iii) a force majeure clause; and
 - (iv) a dispute resolution mechanism referencing UQ arbitral standards.
4. The first instalment of 50% was duly paid by Echoes on 20th June 2025. It is pertinent to note that during email exchanges preceding the execution of the Agreement, the parties had briefly discussed appointing SettleSpark, a Bharasthan based ODR platform, as a possible dispute resolution institution. However, this proposal was not incorporated into the final Agreement, and remained purely a negotiation stage exchange.
5. On 11th September 2025, Woodstock communicated a Technical Rider Addendum containing enhanced and special requirements (*attached as ANNEXURE-B*), including upgraded lighting rigs, high-capacity audio transmission links, regulated green-room temperature control, a specialised microphone model preferred by Central Bee, and ISO-grade sound insulation.



6. Echoes immediately communicated concerns that the addendum was:
 - (i) not observed within the executed Agreement,
 - (ii) introduced at an unreasonably late stage, and
 - (iii) financially burdensome and operationally difficult to implement within the timelines.
7. However, Echoes' emails dated 12th September 2025 state "*don't worry, we will do our best to meet these industry standard upgrades*" and 13th September 2025 stated "*while we will attempt to implement the rider, we cannot confirm acceptance of all upgraded requirements at this stage*" created ambiguity (**attached as ANNEXURE-C**). Simultaneously, echoes procured partial equipment upgrades valued at INR 18 lakhs.
8. As negotiations over the proposed rider addendum grew increasingly strained, Echoes held firm that all industry standard arrangements under the original Agreement had already been met. Echoes are refusing to adopt the expanded special requirements and an unexpected incident sharply intensified the situation. A junior intern at Echoes inadvertently leaked an internal email dated 18th September 2025 online in which they remarked, "*Central Bee is being such a diva with the production requirements. Did not expect that from him*" (**attached as ANNEXURE-C**).
9. The email went viral within hours, triggering widespread online mockery and memes of Central Bee and severely damaged the artist's public image. Woodstock made a formal announcement that the leak was evidence of Echoes' unprofessional internal culture and a lack of respect for their headline artist, further worsening an already fragile negotiation climate. With both sides now facing heightened reputational stakes and the Bangala event approaching, tensions escalated on review of the Rider Addendum, the parties disagreed on the percentages of compensation and therefore invoked mediation to discuss terms and conditions of the Rider Addendum. The email invitation for mediation was sent on 22nd September 2025 (**attached as ANNEXURE-C**) and the mediation proceedings began on 25th September 2025.
10. On 25th September 2025, during the mediation, the parties confronted escalating disputes arising from both the proposed Rider Addendum and the fallout from a leaked internal email



circulated within Echoes' operational team. Woodstock asserted that the Rider Addendum was not an attempt to renegotiate commercial terms but was intended to codify critical performance, technical, safety, and artist specific requirements consistent with the expectations of an international headline act and the scale of the upcoming festival. Woodstock emphasized that several provisions reflected industry touring standards and prior practices, and that failure to implement them could materially affect performance quality, artist well-being and reputation. Echoes, however, maintained that its obligations were exhaustively defined under the original Artist Performance Agreement and that the proposed addendum sought to unilaterally expand those obligations without corresponding consideration. In parallel, the leaked internal email, was viewed by Woodstock as disrespectful toward its headline artist and damaging to the professional relationship between the parties. Furthermore, several potential sponsors of Central Bee reneged on deals due to the leaked email. Echoes acknowledged that the tone and content of the email were inappropriate and accepted that its disclosure had aggravated an already sensitive negotiation, but no public acknowledgement was made. Though the mediation had no concrete outcome, both parties decided to move through with the event for now.



ANNEXURE - A

ARTIST PERFORMANCE AGREEMENT

This Artist Performance Agreement ("Agreement") is made on 5th June 2025 between:

1. Echoes of Air Event Management

A company incorporated under the Companies Act, 1956,

(Hereinafter referred to as "*Echoes*" or "*Presenter*")

Having its registered office at Bangala, Karunadu, Bharasthan.

Phone Number: +91 95555 48792

Email Id: echoes@yahoo.in

AND

2. Woodstock Management

A company incorporated under the UQ Companies Act, 2006,

(Hereinafter referred to as "*Woodstock*" or "*Artist Management*")

Having its registered office at Mountbatton, United Queendom.

Phone Number: +44 72645 27282

Email Id: Woodstock@yahoo.in

Whereas, the first party is in the business of organizing musical and cultural events in Bharasthan.

Whereas, the second party is acting on and behalf of the artist known professionally as Central Bee (hereinafter referred to as "*Artist*"), a UQ based artist.



Whereas, the first party engages Central Bee as the headline artist for the Rolling Sound Festival to be held across three Bharasthan cities (Bangala, Hyder & Mombal) consecutively in November 2025.

Whereas, the second party agrees to provide the artists performance subject to the terms herein.

Whereas, Echoes and Woodstock are collectively referred to as the “*Parties*” and individually as “*Party*”.

Now this Agreement witnesseth as follows:

1. The artist hereby undertakes to perform at the event named “*Rolling Sound Festival 2025*” at Bangala, Hyder and Mombal on 2nd November, 6th November and 10th November consecutively.
2. That the performance duration is to be no less than 90 minutes live per performance per venue.
3. That the soundchecks are to be conducted a day prior of each performance as per schedule mutually agreed upon.
4. That the total fee agreed for the Artist’s performance is INR 5 Crore.
5. That the payment schedule is as follows:
 - (i) 50% advance upon execution of this Agreement.
 - (ii) 50% within seven (7) days after completion of the event.
6. Payments shall be made via bank transfer to the account specified by Woodstock. Any taxes applicable under Bharasthan law shall be deducted at source.
7. Echoes shall provide round-trip business class airfare for the Artist and team (up to 20 persons). Local ground transportation. 5-star accommodation with dedicated rooms for Artist and essential crew. Backstage provisions including green room facilities.



8. Echoes shall provide industry-standard audio, lighting, stage and production equipment.
9. The Artist shall perform live to the best professional standards. Attend press interactions mutually scheduled. No last-minute cancellations will be tolerated, without valid cause.
10. Echoes shall provide safe, fully licensed venues. Ensure compliance with applicable laws.
11. Neither Party shall be liable for delay or non-performance caused by events beyond reasonable control.
12. If Echoes cancels without valid cause, they shall pay the full fee and additional damages.
13. Any breach of contract regarding terms of the agreement shall be addressed under the dispute resolution process before any other alternative recourses.
14. This Agreement shall be governed by and construed in accordance with the laws of Bharasthan and all matters pertaining to this agreement or the matters arising as a consequence of this agreement will be subject to the jurisdiction of courts in Bangala, Bharasthan.
15. The Parties mutually agree that any dispute, controversy or claim arising during this Agreement related to subscription, execution, termination, breach, as well as non - contractual relationships, related to the clauses mentioned above may be submitted to conciliation in accordance with the Rules of Arbitration and Conciliation of Mountbatton, United Queendom, or instead of this city, where the Director of the Centre so determine. Similarly, the Parties mutually agree and pact that if the dispute or difference has not been settled in conciliation, or to the extent that has not been resolved; it will be committed to Arbitration by either party for final settlement in accordance with the Arbitration and Conciliation Center of Mountbatton, United Queendom. The Arbitral Tribunal shall consist of three (3) arbitrators or more appointed by the Centre and by drawing lots. The award shall be in law and standard will be



applicable UQ law governing the mailer, Expenditure in the conciliation and arbitration proceedings shall be borne equally. Appointment of arbitrators must be made within 5 days of invocation of Arbitration Notice.

Amendments must be in writing and signed by both Parties. Notices must be delivered to the registered addresses of each Party.

This Agreement constitutes the entire understanding between the Parties.

SIGNATURE

PARTIES:

Party 1: *Amogha Varsha, Event Director, Echoes of Air Events Pvt. Ltd.*

Amogha Varsha

Party 2: *Daniel Pierce, Senior Manager, Woodstock Management*

Daniel Pierce

WITNESSES:

Witness 1: *Karan Rathore*

Karan Rathore

Witness 2: *Molly Taylor*

Molly Taylor



ANNEXURE - B

BASE RIDER DOCUMENT (RIDER ADDENDUM)

DATE: 11.09.2025

This Rider Addendum is an integral part of the Artist Performance Agreement between Woodstock Events Pvt. Ltd. (“*Artist Management*”) and Echoes (“*Presenter*”). All requirements listed herein are mandatory unless expressly waived in writing by both parties.

1. GENERAL CONDITIONS

- 1.1** This Addendum forms part of the Agreement and shall be binding upon signature by both parties.
- 1.2** Any deviation, amendment, or substitution must be approved in writing by both parties.

1.3 Organizer shall ensure compliance with all enhanced technical, safety, hospitality, and performance standards contained herein.

1.4 Central Bee permits presenter to utilise their image and brand for the purpose of merchandise sales at the venue, the profits of which are to be split 60:40 in favour of Central Bee.

2. PERFORMANCE REQUIREMENTS

2.1 Performance Duration

- 2.1(a)** Standard duration: 90 minutes.
- 2.1(b)** Additional encores subject to mutual discretion and crowd response.

2.2 Soundcheck

- 2.2(a)** Minimum 3-hour uninterrupted soundcheck.



2.2(b) Venue must remain silent, with no rehearsals by other artists, sound bleed, or audience presence.

2.2(c) Soundcheck shall include a 10-minute “*vocal warm zone*” silence protocol, during which no staff member may speak within 15 meters of the stage.

2.3 Performance Compliance Incentive

2.3(a) If all performance-related requirements under Clause 1 and 2 are met in full and on time, the Presenter shall be entitled to a Performance Compliance Credit of 20% of the agreed Merchandising Sale Profits, payable within 7 days of the performance.

2.3(b) In the event of any material deviation from Clauses 1 or 2, the Artist Management shall be entitled to deduct 20% of the Merchandising Sale Profits as per affected requirement, subject to a maximum aggregate deduction of 40%.

3. TECHNICAL RIDER (ENHANCED + SPECIAL REQUIREMENTS)

3.1 Stage Requirements

3.1(a) Minimum stage size: 24 ft × 16 ft with roof covering.

3.1(b) Stage flooring must support anti-vibration platforms for low-frequency stability.

3.1(c) No banners, props, pyrotechnics, confetti cannons, or drones without prior permission.

3.1(d) Stage must have ISO-grade sound insulation meeting international touring standards.

3.1(e) Special Requirements

(i) A designated “*creative aura zone*” (4 ft × 4 ft) must be marked with glow tape near stage-left, where no one may stand except the Artist.

(ii) No objects in bright orange permitted on stage as they “*disturb performance frequency alignment*.”



- (iii)** A bowl of 10 fresh limes must be placed on stage (not for consumption, but for “*sound energy balancing*”).

3.2 Audio Requirements

- 3.2(a)** Organizer must provide

Upgraded Specifications

- (i)** High-capacity audio transmission links supporting international touring standards.
- (ii)** Specialized microphone: Model: Neumann KMS 105 (or Artist’s specified model for that tour), strictly no substitutions.
- (iii)** FOH system capable of uniform coverage for entire venue.
- (iv)** 32-channel digital mixing console.
- (v)** Minimum 2 stage monitors per performer.
- (vi)** Subwoofers suitable for outdoor venues.
- (vii)** DI boxes (minimum 4).
- (viii)** Microphones: Shure/AKG/Sennheiser or equivalent backups.

3.2(b) Special Requirements

- (i)** The main microphone must be placed on the stand at a 22.5-degree angle “*for optimal vocal resonance.*”
- (ii)** All cables must be the same colour (black only), and must not cross each other, they must run in strictly parallel lines.
- (iii)** No person with a cold, cough, or hoarse voice may enter the FOH booth.

3.3 Backline Requirements



3.3(a) Organizer must provide

- (i)** 88-key weighted keyboard
- (ii)** Acoustic guitar with pickup
- (iii)** Electric guitar amp (Fender/Marshall)
- (iv)** Bass amp (Ampeg preferred)
- (v)** Full drum kit (standard touring specifications)

3.3(b) Special Requirements

- (i)** Drumsticks must be maple wood only, pre-wiped with microfiber cloth.
- (ii)** A spare tambourine must be kept backstage even if not used in performance “*for energy continuity.*”

3.4 Lighting Requirements (Enhanced)

- 3.4(a)** Upgraded lighting rigs capable of dynamic multi-pattern sequences.
- 3.4(b)** Minimum 20 LED par cans, 4 moving heads.
- 3.4(c)** Spotlight operator on request.
- 3.4(d)** Haze machine (weather permitting).

3.4(e) Special Requirements

- (i)** No strobe light may flash above 7 flashes per second (to maintain “*lyrical rhythm alignment*”).
- (ii)** Light operators must not wear reflective clothing.
- (iii)** One green spotlight must be kept on standby exclusively for Central Bee’s entrance.



3.5 Power Requirements

3.5(a) 3-phase power supply.

3.5(b) Backup generator with isolated feed.

3.5(c) Dedicated sound power separate from lighting.

3.5(d) Special Requirements

(i) A separate “*mic-only*” power line to avoid “*frequency contamination*.”

4. HOSPITALITY RIDER (ENHANCED + ECCENTRIC)

4.1 Dressing Rooms

4.1(a) Two private air-conditioned rooms with

(i) Temperature maintained at $20^{\circ}\text{C} \pm 25^{\circ}\text{C}$ (regulated green-room temperature).

(ii) Comfortable seating for 6 persons.

(iii) Lockable access.

(iv) Full-length mirror, clean restroom.

4.1(b) Special Requirements

(i) A portable humidifier must be provided to maintain 40–50% humidity.

(ii) One dressing room must contain exactly three scented candles (unscented candles not acceptable).

(iii) A small table with blue-coloured flowers only, no other colours.

4.2 Catering

4.2(a) Bottled perrier sparkling water (12)



4.2(b) Coffee/tea setup

4.2(c) Fresh fruit platter

4.2(d) Light snacks (veg + non-veg)

4.2(e) Special Requirements

(i) Fruit platter must not contain bananas.

(ii) All bottled water must be at room temperature only, cold water prohibited for vocal reasons.

(iii) One bowl of mildly salted popcorn must be kept in the room at all times.

4.3 Hot Meals

4.3(a) One pre-performance hot meal (veg / chicken / vegan on request)

4.3(b) No onion or garlic in any dish served within 2 hours of showtime.

4.4 Backstage Requirements

4.4(a) Clean towels (6)

4.4(b) Charging points

4.4(c) Wi-Fi

4.4(d) Ice bucket

4.4(e) Ice cubes must be cube-shaped only; crushed ice not acceptable.

4.4(f) A handwritten sign reading “*Bee Mode On*” must be placed on the green room door.

4.5 Hospitality Sensitivity Clause

4.5(a) The Parties acknowledge that hospitality requirements are directly linked to vocal health and performance quality.



4.5(b) Any breach of Clauses 4.1 to 4.4 (including temperature variance beyond 15°C, prohibited food items, or incorrect perrier sparkling water) shall attract liquidated damages of ₹1,00,000 per breach.

4.5(c) Minor deviations may be waived by the Artist Management at its discretion, provided corrective steps are taken within 30 minutes of written notice.

5. TRAVEL & ACCOMMODATION

5.1 Travel

5.1(a) Round-trip flights

5.1(b) Airport and Local Venue transfers

5.1(c) Vehicle used for the Artist must not play radio or music unless approved playlist is provided.

5.2 Accommodation

5.2(a) Rooms at 4-star or above

5.2(b) Breakfast included

6. SECURITY REQUIREMENTS

6(a) Dedicated stage security and Crowd barriers at all outdoor venues

6(b) No unauthorized backstage access

6(c) Special Conditions

(i) No security personnel taller than the Artist may stand within 10 metres of him during entrance.

7. MEDIA & PUBLICITY



7(a) Written approval required for all promotional material.

7(b) No livestreaming without consent.

7(c) Short clips under 30 seconds allowed unless restricted.

7(d) Special Conditions

(i) Photographer must not use flash within 6 metres of the Artist.

8. MERCHANDISE

8.1 Organizer to provide

(a) Table

(b) Staff support

(c) Cash box

8.2 Merchandise area must include one “*Central Bee Appreciation Poster Wall*” where fans may write compliments.

9. MEDIATION & DISPUTE RESOLUTION PROTOCOL

9.1 Any dispute, disagreement, or claim arising out of or relating to this Rider Addendum shall be referred to mediation as a condition precedent to arbitration or litigation.

9.2 The mediation shall be conducted by appointed neutrals, failing which by an institution agreed upon by both Parties.

9.3 Mediation costs shall be shared in the ratio of 70:30, payable by the party found to be substantially non-compliant, as recorded in the mediation settlement or termination note.

9.4 Both parties agree that failure of mediation proceeding doesn't affect the validity of the Artist Performance Agreement.



ANNEXURE - C

EMAIL COMMUNICATIONS

EMAIL 1: Echoes to Woodstock (Initial Objection to Late Rider Addendum)

Date: 12 September 2025

Subject: Concerns Regarding Late Submission of Technical Rider Addendum

From: Amogha Varsha, Event Director, Echoes of Air Events Pvt. Ltd.

To: Woodstock Team

Dear Woodstock Team,

We acknowledge receipt of the technical rider addendum sent on 11 September 2025.

We wish to place on record that these requirements do not form part of the executed Artist Performance Agreement dated 5 June 2025 and have been shared at a significantly advanced stage of production planning. Incorporating the upgraded specifications, especially the enhanced lighting grid, high-speed audio link, and backstage structural adjustments, will require logistical rescheduling and financial additions that were neither contemplated nor negotiated earlier.

That said, we assure you that Echoes remains committed to delivering a high-quality performance for Central Bee. We will review the addendum and accommodate what is reasonably feasible within the current constraints.

We request a discussion to clarify the necessity and scope of the additions.

Warm regards,

Amogha Varsha

Event Director

Echoes of Air Events Pvt. Ltd.

EMAIL 2: Woodstock to Echoes (Escalation & Threat of Pullout)

Date: 15 September 2025

Subject: Re: Technical Rider Addendum — Immediate Attention Required

From: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

To: Amogha Varsha, Event Director, Echoes of Air Events Pvt. Ltd.



Dear Amogha,

Thank you for your message.

We must clarify that the specifications in the rider addendum are not “*additional demands*” but minimum industry benchmarks for an international touring artist of Central Bee’s stature. The issues detected during preliminary sound checks, including latency spikes and console malfunction, confirm that the current setup is inadequate.

Failure to meet these standards will directly affect performance quality and vocal safety. As communicated, Central Bee will not perform unless the requirements are complied with.

We request written confirmation of full compliance at the earliest.

In the absence of such confirmation, Woodstock will be constrained to treat this as a potential breach of the Artist Performance Agreement and reconsider Central Bee’s participation in the upcoming shows.

Given promotion, ticketing, and artist branding already in motion, we urge Echoes to address this matter with appropriate seriousness.

Regards,

Daniel Pierce

Senior Manager

Woodstock Management, Mountbatton

EMAIL 3: Internal Echoes Email Leak (The “Diva” Email)

Date: 18 September 2025

Subject: Re: Tech Setup — Central Bee Stage Plot

From: Riddhi, Production Assistant, Echoes of Air

To: Echoes of Air Team

Hey team,

We need to get through this week without losing our minds.

Central Bee is being such a diva with these production requirements, did not expect this from him.



Anyway, try to manage whatever we can without blowing the budget.

Keep this internal, please.

Best

Riddhi

Production Assistant, Echoes of Air

[this email was leaked by an intern of Echoes while forwarding to higher ups]

EMAIL 4: Echoes to Woodstock (Apology After Leak)

Date: 19 September 2025

Subject: Our Apologies Regarding the Circulating Email

From: Amogha Varsha, Event Director, Echoes of Air Event Management

To: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

Dear Daniel,

We were made aware of an internal email that was unfortunately leaked online. The comments in the email do not reflect Echoes' stance or our respect for Central Bee and Woodstock Management.

We sincerely apologize for the language used. Internal disciplinary action is being taken, and we are committed to restoring trust and ensuring this incident does not interfere with our professional partnership.

We request that Woodstock consider the email an internal miscommunication and not a representation of our intent.

Warm regards,

Amogha Varsha

Event Director

Echoes of Air Event Management



EMAIL 5: Woodstock's Response to the Apology

Date: 20 September 2025

Subject: Re: Apology Regarding Internal Email Leak

From: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

To: Amogha Varsha, Event Director, Echoes of Air Event Management

Dear Amogha,

Thank you for your note.

While we acknowledge your apology, the reputational impact caused to Central Bee is significant. Multiple social media handles have already amplified the “diva” remark, and this is affecting the public perception of our artist ahead of the tour. Additionally, we have faced potential sponsors pulling out of deals.

We expect Echoes to manage damage control proactively.

Please share your proposed corrective measures at the earliest.

Sincerely,

Daniel Pierce

Senior Manager

Woodstock Management

EMAIL 6: Echoes Invites Woodstock to Mediation

Date: 22 September 2025

Subject: Request to Initiate Mediation

From: Amogha Varsha, Event Director, Echoes of Air Event Management

To: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

Dear Daniel,

Given the rising tensions and approaching tour dates, we believe it is in the best interest of both parties to initiate mediation as per the Agreement.

We propose a structured mediation schedule beginning this week.

Please confirm your availability or suggest an alternative mediator/platform.



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6TH CHRIST MEDIATION-ARBITRATION COMPETITION, 2026

Regards,

Amogha Varsha

Echoes of Air



PROBLEM [ARBITRATION]



WOODSTOCK MANAGEMENT v. ECHOES OF AIR EVENTS PVT. LTD.

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10. On 25th September 2025, though the mediation had no concrete outcome, both parties decided to move through with the event for now.
11. On 2nd November 2025, Central Bee performed in Bangala. During the event, minor technical glitches occurred, which Woodstock attributed to Echoes' partial compliance with the rider addendum. Following the event, social media commentary described the performance as "*overrated*," and ticket sales for Hyder and Mombal began declining.
12. On 5th November 2025, the morning after sound checks and only a day before the Hyder event, Hyder Municipal Authorities issued a temporary halt on event permits (**attached as ANNEXURE-E**), citing noise concerns, neighborhood objections, and capacity risks. However, several nearby events continued without disruption.
13. Simultaneously, multiple vendors withdrew from the festival, forcing Echoes to arrange replacement vendors and alternate licenses at the last minute. This led to additional technical difficulties during setup.
14. Woodstock attributed these issues to Echoes' lack of planning and rider non-compliance. Echoes contended that the municipal halt was a force majeure event and that operational challenges were unavoidable consequences of the authorities' actions.
15. On 10th November 2025, hours before the Mombal concert, Central Bee issued a public statement on social media (**attached as ANNEXURE-C**) alleging "*Echoes' poor production standards*" and announcing that he would not perform. Echoes had insufficient time to respond before public backlash escalated. Sponsors began withdrawing, fans demanded refunds, and further ticket sales collapsed. Though Echoes proceeded with substitute artists, overall sentiment remained extremely negative impacting Echoes' reputation and their partnership with Disfree+.
16. On 12th November 2025, Echoes issued a formal notice stating that the second 50% instalment would not be paid due to Central Bee's non-performance (**attached as ANNEXURE-C**). Woodstock rejected this position, stating that Echoes had breached obligations, failed to ensure technical readiness, and that force majeure was not applicable. Woodstock quantified damages and communicated the same to Echoes.



17. Shortly thereafter, Echoes unilaterally filed a Request for Arbitration before SettleSpark, an ODR institution registered with the Department of Legal Affairs. Since parties failed to jointly nominate an arbitrator within the stipulated time as per the Agreement. SettleSpark appointed the arbitral tribunal under its institutional rules and issued formal notices to both parties.
18. Woodstock objected, asserting that; it had never consented to SettleSpark as the arbitral institution; the Agreement required mutual appointment of arbitrators; reference to UQ arbitral standards implied a UQ procedural framework and/or UQ seat; a Bharasthan ODR institution cannot assume jurisdiction in an international dispute without explicit consent.
19. Echoes countered that the Agreement explicitly provided for Bharasthan governing law and jurisdiction, making the Arbitration and Conciliation Act applicable. The reference to UQ arbitration principles did not designate the UQ as the seat. That the emails exchanged during the negotiation period referencing SettleSpark amounted to implied consent. And the seat may remain in Bharasthan even if certain foreign procedural standards are followed.

The matter is currently pending before the arbitral tribunal appointed by SettleSpark. SettleSpark follows its Institutional Rules and Code of Conduct for Neutrals (**attached as ANNEXURE-F and ANNEXURE-G respectively**).

20. The following issues were framed by the Arbitral Tribunal:
 - (i) Can arbitration be conducted under the UQ statutory framework when governing law & jurisdiction are explicitly Bharasthan laws?
 - (ii) Which arbitration procedural laws apply when arbitration is initiated before a Bharasthan-based ODR platform? Is unilateral appointment of arbitrator by the ODR institution valid?
 - (iii) Whether the municipal permit halt constitutes a force majeure event under the Agreement?
 - (iv) Whether Echoes' assurances and partial upgrades amount to acceptance of the technical rider addendum?



ANNEXURE - A

ARTIST PERFORMANCE AGREEMENT

This Artist Performance Agreement (“*Agreement*”) is made on 5th June 2025 between:

3. Echoes of Air Event Management

A company incorporated under the Companies Act, 1956,

(Hereinafter referred to as “*Echoes*” or “*Presenter*”)

Having its registered office at Bangala, Karunadu, Bharasthan.

Phone Number: +91 95555 48792

Email Id: echoes@yahoo.in

AND

4. Woodstock Management

A company incorporated under the UQ Companies Act, 2006,

(Hereinafter referred to as “*Woodstock*” or “*Artist Management*”)

Having its registered office at Mountbatton, United Queendom.

Phone Number: +44 72645 27282

Email Id: Woodstock@yahoo.in

Whereas, the first party is in the business of organizing musical and cultural events in Bharasthan.

Whereas, the second party is acting on and behalf of the artist known professionally as Central Bee (hereinafter referred to as “*Artist*”), a UQ based artist.



Whereas, the first party engages Central Bee as the headline artist for the Rolling Sound Festival to be held across three Bharasthan cities (Bangala, Hyder & Mombal) consecutively in November 2025.

Whereas, the second party agrees to provide the artists performance subject to the terms herein.

Whereas, Echoes and Woodstock are collectively referred to as the “*Parties*” and individually as “*Party*”.

Now this Agreement witnesseth as follows:

16. The artist hereby undertakes to perform at the event named “*Rolling Sound Festival 2025*” at Bangala, Hyder and Mombal on 2nd November, 6th November and 10th November consecutively.
17. That the performance duration is to be no less than 90 minutes live per performance per venue.
18. That the soundchecks are to be conducted a day prior of each performance as per schedule mutually agreed upon.
19. That the total fee agreed for the Artist’s performance is INR 5 Crore.
20. That the payment schedule is as follows:
 - (iii) 50% advance upon execution of this Agreement.
 - (iv) 50% within seven (7) days after completion of the event.
21. Payments shall be made via bank transfer to the account specified by Woodstock. Any taxes applicable under Bharasthan law shall be deducted at source.
22. Echoes shall provide round-trip business class airfare for the Artist and team (up to 20 persons). Local ground transportation. 5-star accommodation with dedicated rooms for Artist and essential crew. Backstage provisions including green room facilities.



23. Echoes shall provide industry-standard audio, lighting, stage and production equipment.
24. The Artist shall perform live to the best professional standards. Attend press interactions mutually scheduled. No last-minute cancellations will be tolerated, without valid cause.
25. Echoes shall provide safe, fully licensed venues. Ensure compliance with applicable laws.
26. Neither Party shall be liable for delay or non-performance caused by events beyond reasonable control.
27. If Echoes cancels without valid cause, they shall pay the full fee and additional damages.
28. Any breach of contract regarding terms of the agreement shall be addressed under the dispute resolution process before any other alternative recourses.
29. This Agreement shall be governed by and construed in accordance with the laws of Bharasthan and all matters pertaining to this agreement or the matters arising as a consequence of this agreement will be subject to the jurisdiction of courts in Bangala, Bharasthan.
30. The Parties mutually agree that any dispute, controversy or claim arising during this Agreement related to subscription, execution, termination, breach, as well as non - contractual relationships, related to the clauses mentioned above may be submitted to conciliation in accordance with the Rules of Arbitration and Conciliation of Mountbatton, United Queendom, or instead of this city, where the Director of the Centre so determine. Similarly, the Parties mutually agree and pact that if the dispute or difference has not been settled in conciliation, or to the extent that has not been resolved; it will be committed to Arbitration by either party for final settlement in accordance with the Arbitration and Conciliation Center of Mountbatton, United Queendom. The Arbitral Tribunal shall consist of three (3) arbitrators or more appointed by the Centre and by drawing lots. The award shall be in law and standard will be



applicable UQ law governing the mailer, Expenditure in the conciliation and arbitration proceedings shall be borne equally. Appointment of arbitrators must be made within 5 days of invocation of Arbitration Notice.

Amendments must be in writing and signed by both Parties. Notices must be delivered to the registered addresses of each Party.

This Agreement constitutes the entire understanding between the Parties.

SIGNATURE

PARTIES:

Party 1: Amogha Varsha, Event Director, Echoes of Air Events Pvt. Ltd.

Amogha Varsha

Party 2: Daniel Pierce, Senior Manager, Woodstock Management

Daniel Pierce

WITNESSES:

Witness 1: Karan Rathore

Karan Rathore

Witness 2: Molly Taylor

Molly Taylor



ANNEXURE - B

BASE RIDER DOCUMENT (RIDER ADDENDUM)

DATE:11.09.2025

This Rider Addendum is an integral part of the Artist Performance Agreement between Woodstock Events Pvt. Ltd. (“*Artist Management*”) and Echoes (“*Presenter*”). All requirements listed herein are mandatory unless expressly waived in writing by both parties.

1. GENERAL CONDITIONS

1.1 This Addendum forms part of the Agreement and shall be binding upon signature by both parties.

1.2 Any deviation, amendment, or substitution must be approved in writing by both parties.

1.3 Organizer shall ensure compliance with all enhanced technical, safety, hospitality, and performance standards contained herein.

1.4 Central Bee permits presenter to utilise their image and brand for the purpose of merchandise sales at the venue, the profits of which are to be split 60:40 in favour of Central Bee.

2. PERFORMANCE REQUIREMENTS

2.1 Performance Duration

2.1(a) Standard duration: 90 minutes.

2.1(b) Additional encores subject to mutual discretion and crowd response.

2.2 Soundcheck

2.2(a) Minimum 3-hour uninterrupted soundcheck.



2.2(b) Venue must remain silent, with no rehearsals by other artists, sound bleed, or audience presence.

2.2(c) Soundcheck shall include a 10-minute “*vocal warm zone*” silence protocol, during which no staff member may speak within 15 meters of the stage.

2.4 Performance Compliance Incentive

2.3(a) If all performance-related requirements under Clause 1 and 2 are met in full and on time, the Presenter shall be entitled to a Performance Compliance Credit of 20% of the agreed Merchandising Sale Profits, payable within 7 days of the performance.

2.3(b) In the event of any material deviation from Clauses 1 or 2, the Artist Management shall be entitled to deduct 20% of the Merchandising Sale Profits as per affected requirement, subject to a maximum aggregate deduction of 40%.

3. TECHNICAL RIDER (ENHANCED + SPECIAL REQUIREMENTS)

3.1 Stage Requirements

3.1(a) Minimum stage size: 24 ft × 16 ft with roof covering.

3.1(b) Stage flooring must support anti-vibration platforms for low-frequency stability.

3.1(c) No banners, props, pyrotechnics, confetti cannons, or drones without prior permission.

3.1(d) Stage must have ISO-grade sound insulation meeting international touring standards.

3.1(e) Special Requirements

(i) A designated “*creative aura zone*” (4 ft × 4 ft) must be marked with glow tape near stage-left, where no one may stand except the Artist.

(ii) No objects in bright orange permitted on stage as they “*disturb performance frequency alignment*.”



- (iii)** A bowl of 10 fresh limes must be placed on stage (not for consumption, but for “*sound energy balancing*”).

3.2 Audio Requirements

- 3.2(a)** Organizer must provide

Upgraded Specifications

- (i)** High-capacity audio transmission links supporting international touring standards.
- (ii)** Specialized microphone: Model: Neumann KMS 105 (or Artist’s specified model for that tour), strictly no substitutions.
- (iii)** FOH system capable of uniform coverage for entire venue.
- (iv)** 32-channel digital mixing console.
- (v)** Minimum 2 stage monitors per performer.
- (vi)** Subwoofers suitable for outdoor venues.
- (vii)** DI boxes (minimum 4).
- (viii)** Microphones: Shure/AKG/Sennheiser or equivalent backups.

3.2(b) Special Requirements

- (i)** The main microphone must be placed on the stand at a 22.5-degree angle “*for optimal vocal resonance.*”
- (ii)** All cables must be the same colour (black only), and must not cross each other, they must run in strictly parallel lines.
- (iii)** No person with a cold, cough, or hoarse voice may enter the FOH booth.

3.3 Backline Requirements



3.3(a) Organizer must provide

- (i)** 88-key weighted keyboard
- (ii)** Acoustic guitar with pickup
- (iii)** Electric guitar amp (Fender/Marshall)
- (iv)** Bass amp (Ampeg preferred)
- (v)** Full drum kit (standard touring specifications)

3.3(b) Special Requirements

- (i)** Drumsticks must be maple wood only, pre-wiped with microfiber cloth.
- (ii)** A spare tambourine must be kept backstage even if not used in performance “*for energy continuity.*”

3.4 Lighting Requirements (Enhanced)

- 3.4(a)** Upgraded lighting rigs capable of dynamic multi-pattern sequences.
- 3.4(b)** Minimum 20 LED par cans, 4 moving heads.
- 3.4(c)** Spotlight operator on request.
- 3.4(d)** Haze machine (weather permitting).

3.4(e) Special Requirements

- (i)** No strobe light may flash above 7 flashes per second (to maintain “*lyrical rhythm alignment*”).
- (ii)** Light operators must not wear reflective clothing.
- (iii)** One green spotlight must be kept on standby exclusively for Central Bee’s entrance.



3.5 Power Requirements

3.5(a) 3-phase power supply.

3.5(b) Backup generator with isolated feed.

3.5(c) Dedicated sound power separate from lighting.

3.5(d) Special Requirements

(i) A separate “*mic-only*” power line to avoid “*frequency contamination*.”

4. HOSPITALITY RIDER (ENHANCED + ECCENTRIC)

4.1 Dressing Rooms

4.1(a) Two private air-conditioned rooms with

(i) Temperature maintained at $20^{\circ}\text{C} \pm 25^{\circ}\text{C}$ (regulated green-room temperature).

(ii) Comfortable seating for 6 persons.

(iii) Lockable access.

(iv) Full-length mirror, clean restroom.

4.1(b) Special Requirements

(i) A portable humidifier must be provided to maintain 40–50% humidity.

(ii) One dressing room must contain exactly three scented candles (unscented candles not acceptable).

(iii) A small table with blue-coloured flowers only, no other colours.

4.2 Catering

4.2(a) Bottled perrier sparkling water (12)



4.2(b) Coffee/tea setup

4.2(c) Fresh fruit platter

4.2(d) Light snacks (veg + non-veg)

4.2(e) Special Requirements

(i) Fruit platter must not contain bananas.

(ii) All bottled water must be at room temperature only, cold water prohibited for vocal reasons.

(iii) One bowl of mildly salted popcorn must be kept in the room at all times.

4.3 Hot Meals

4.3(a) One pre-performance hot meal (veg / chicken / vegan on request)

4.3(b) No onion or garlic in any dish served within 2 hours of showtime.

4.4 Backstage Requirements

4.4(a) Clean towels (6)

4.4(b) Charging points

4.4(c) Wi-Fi

4.4(d) Ice bucket

4.4(e) Ice cubes must be cube-shaped only; crushed ice not acceptable.

4.4(f) A handwritten sign reading “*Bee Mode On*” must be placed on the green room door.

4.6 Hospitality Sensitivity Clause

4.5(a) The Parties acknowledge that hospitality requirements are directly linked to vocal health and performance quality.



4.5(b) Any breach of Clauses 4.1 to 4.4 (including temperature variance beyond 15°C, prohibited food items, or incorrect perrier sparkling water) shall attract liquidated damages of ₹1,00,000 per breach.

4.5(c) Minor deviations may be waived by the Artist Management at its discretion, provided corrective steps are taken within 30 minutes of written notice.

5. TRAVEL & ACCOMMODATION

5.1 Travel

5.1(a) Round-trip flights

5.1(b) Airport and Local Venue transfers

5.1(c) Vehicle used for the Artist must not play radio or music unless approved playlist is provided.

5.2 Accommodation

5.2(a) Rooms at 4-star or above

5.2(b) Breakfast included

6. SECURITY REQUIREMENTS

6(a) Dedicated stage security and Crowd barriers at all outdoor venues

6(b) No unauthorized backstage access

6(c) Special Conditions

(i) No security personnel taller than the Artist may stand within 10 metres of him during entrance.

7. MEDIA & PUBLICITY



7(a) Written approval required for all promotional material.

7(b) No livestreaming without consent.

7(c) Short clips under 30 seconds allowed unless restricted.

7(d) Special Conditions

(i) Photographer must not use flash within 6 metres of the Artist.

8. MERCHANDISE

8.1 Organizer to provide

(a) Table

(b) Staff support

(c) Cash box

8.2 Merchandise area must include one “*Central Bee Appreciation Poster Wall*” where fans may write compliments.

9. MEDIATION & DISPUTE RESOLUTION PROTOCOL

9.5 Any dispute, disagreement, or claim arising out of or relating to this Rider Addendum shall be referred to mediation as a condition precedent to arbitration or litigation.

9.6 The mediation shall be conducted by appointed neutrals, failing which by an institution agreed upon by both Parties.

9.7 Mediation costs shall be shared in the ratio of 70:30, payable by the party found to be substantially non-compliant, as recorded in the mediation settlement or termination note.

9.8 Both parties agree that failure of mediation proceeding doesn't affect the validity of the Artist Performance Agreement.



ANNEXURE - C

EMAIL COMMUNICATIONS

EMAIL 1: Echoes to Woodstock (Initial Objection to Late Rider Addendum)

Date: 12 September 2025

Subject: Concerns Regarding Late Submission of Technical Rider Addendum

From: Amogha Varsha, Event Director, Echoes of Air Events Pvt. Ltd.

To: Woodstock Team

Dear Woodstock Team,

We acknowledge receipt of the technical rider addendum sent on 11 September 2025.

We wish to place on record that these requirements do not form part of the executed Artist Performance Agreement dated 5 June 2025 and have been shared at a significantly advanced stage of production planning. Incorporating the upgraded specifications, especially the enhanced lighting grid, high-speed audio link, and backstage structural adjustments, will require logistical rescheduling and financial additions that were neither contemplated nor negotiated earlier.

That said, we assure you that Echoes remains committed to delivering a high-quality performance for Central Bee. We will review the addendum and accommodate what is reasonably feasible within the current constraints.

We request a discussion to clarify the necessity and scope of the additions.

Warm regards,

Amogha Varsha

Event Director

Echoes of Air Events Pvt. Ltd.

EMAIL 2: Woodstock to Echoes (Escalation & Threat of Pullout)

Date: 15 September 2025

Subject: Re: Technical Rider Addendum — Immediate Attention Required

From: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

To: Amogha Varsha, Event Director, Echoes of Air Events Pvt. Ltd.



Dear Amogha,

Thank you for your message.

We must clarify that the specifications in the rider addendum are not “*additional demands*” but minimum industry benchmarks for an international touring artist of Central Bee’s stature. The issues detected during preliminary sound checks, including latency spikes and console malfunction, confirm that the current setup is inadequate.

Failure to meet these standards will directly affect performance quality and vocal safety. As communicated, Central Bee will not perform unless the requirements are complied with.

We request written confirmation of full compliance at the earliest.

In the absence of such confirmation, Woodstock will be constrained to treat this as a potential breach of the Artist Performance Agreement and reconsider Central Bee’s participation in the upcoming shows.

Given promotion, ticketing, and artist branding already in motion, we urge Echoes to address this matter with appropriate seriousness.

Regards,

Daniel Pierce

Senior Manager

Woodstock Management, Mountbatton

EMAIL 3: Internal Echoes Email Leak (The “Diva” Email)

Date: 18 September 2025

Subject: Re: Tech Setup — Central Bee Stage Plot

From: Riddhi, Production Assistant, Echoes of Air

To: Echoes of Air Team

Hey team,

We need to get through this week without losing our minds.

Central Bee is being such a diva with these production requirements, did not expect this from him.



Anyway, try to manage whatever we can without blowing the budget.

Keep this internal, please.

Best

Riddhi

Production Assistant, Echoes of Air

[this email was leaked by an intern of Echoes while forwarding to higher ups]

EMAIL 4: Echoes to Woodstock (Apology After Leak)

Date: 19 September 2025

Subject: Our Apologies Regarding the Circulating Email

From: Amogha Varsha, Event Director, Echoes of Air Event Management

To: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

Dear Daniel,

We were made aware of an internal email that was unfortunately leaked online. The comments in the email do not reflect Echoes' stance or our respect for Central Bee and Woodstock Management.

We sincerely apologize for the language used. Internal disciplinary action is being taken, and we are committed to restoring trust and ensuring this incident does not interfere with our professional partnership.

We request that Woodstock consider the email an internal miscommunication and not a representation of our intent.

Warm regards,

Amogha Varsha

Event Director

Echoes of Air Event Management



EMAIL 5: Woodstock's Response to the Apology

Date: 20 September 2025

Subject: Re: Apology Regarding Internal Email Leak

From: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

To: Amogha Varsha, Event Director, Echoes of Air Event Management

Dear Amogha,

Thank you for your note.

While we acknowledge your apology, the reputational impact caused to Central Bee is significant. Multiple social media handles have already amplified the “diva” remark, and this is affecting the public perception of our artist ahead of the tour. Additionally, we have faced potential sponsors pulling out of deals.

We expect Echoes to manage damage control proactively.

Please share your proposed corrective measures at the earliest.

Sincerely,

Daniel Pierce

Senior Manager

Woodstock Management

EMAIL 6: Echoes Invites Woodstock to Mediation

Date: 22 September 2025

Subject: Request to Initiate Mediation

From: Amogha Varsha, Event Director, Echoes of Air Event Management

To: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

Dear Daniel,

Given the rising tensions and approaching tour dates, we believe it is in the best interest of both parties to initiate mediation as per the Agreement.

We propose a structured mediation schedule beginning this week.

Please confirm your availability or suggest an alternative mediator/platform.



Regards,

Amogha Varsha

Echoes of Air

EMAIL 7: Woodstock After Hyder Permit Halt (Escalation)

Date: 6 November 2025 (Morning)

Subject: Escalation: Technical Failures and Permit Halts

From: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

To: Amogha Varsha, Event Director, Echoes of Air Event Management

Dear Amogha,

We are extremely concerned about the developments in Hyder.

The halt of municipal permits, last-minute vendor withdrawals, and further technical failure during sound checks are unacceptable.

Central Bee's vocal strain is directly attributable to sub-standard equipment.

This is precisely why the rider addendum was introduced.

Unless full compliance is ensured for Mombal, please consider this formal notice that Central Bee will not proceed with the final performance.

Regards,

Daniel

Woodstock Management

EMAIL 8: Central Bee's Social Media Statement (Shared to Echoes)

Date: 10 November 2025 (Morning)

Subject: Social Statement Released

From: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

To: Amogha Varsha, Event Director, Echoes of Air Event Management

Dear Amogha,

This is to inform you that Central Bee has publicly released the following statement:



"I will not be performing in Mombal today. Production standards and technical setups provided to me have not met the required level for a safe and professional show.

I cannot compromise my artistry or my fans' experience."

We understand this may impact Echoes' public relations, but the artist must prioritize safety and performance quality.

Regards,

Daniel

EMAIL 9: Echoes Refuses to Pay 2nd Instalment

Date: 12 November 2025

Subject: Intimation of Non-Payment of Second Instalment

From: Amogha Varsha, Event Director, Echoes of Air Event Management

To: Daniel Pierce, Senior Manager, Woodstock Management, Mountbatton

Dear Daniel,

This email serves as formal notice that Echoes will not be releasing the second 50% instalment under the Agreement, as Central Bee failed to perform the contracted show in Mombal.

We reserve all rights to seek remedies for financial losses, sponsor withdrawals, and reputational damage.

Regards,

Amogha

Echoes of Air

EMAIL 10: SettleSpark Issues Commencement of Proceedings

Date: 20 November 2025

Subject: Notice of Arbitration – Woodstock v. Echoes

From: SettleSpark (ODR), Mihika Shetty, Case Officer

To: Echoes and Woodstock



To,

Echoes and Woodstock,

A case has been lodged with SettleSpark (ODR). It has been filed by **Echoes** and registered under the unique reference number **ECH//WST//2025**. Please ensure that this number is included in all correspondence. I, **Mihika Shetty**, am your assigned Case Officer and will be responsible for the administration and management of the case.

This case **ECH//WST//2025** has been assigned to the Arbitral Tribunal. The arbitrator's profile and information can be accessed by logging into the SettleSpark portal. You will receive directions and orders from the tribunal as the matter progresses.

Please take note of the following next steps:

- The Arbitrator's Declaration under Section 12 of the Arbitration and Conciliation Act, 1996 is available on the platform under the Declaration tab. Kindly review it and submit any objections, if applicable, directly to the arbitrator.
- The proceedings will be conducted entirely online, in accordance with the SettleSpark Rules. For any clarifications, please refer to the *Rules* link on the left side of the platform or contact the Case Officer.
- To ensure a fair resolution, SettleSpark encourages both parties to participate fully through the online platform. Please follow all instructions carefully and submit documents and evidence truthfully in support of your case.
- You will also receive automatic updates from the platform whenever there is activity. Please make sure not to ignore any messages or notifications.

We look forward to your cooperation and to facilitating a fair and efficient resolution of the case. Should you have any questions or concerns, please feel free to reach out to me.

SettleSpark (ODR)

Name: Mihika Shetty

Designation: Case Officer

Email: mihika.shetty@thecadre.in



EMAIL 11: Woodstock Objects to Jurisdiction & Appointment

Date: 22 November 2025

Subject: Objection to Appointment & Maintainability of Proceedings

From: Counsel for Woodstock Management

To: SettleSpark ODR Centre

To,

SettleSpark ODR Centre,

Woodstock hereby raises preliminary objections:

1. The arbitration clause must be read with the governing law clause, making UQ courts the supervisory authority.
2. The unilateral appointment of the arbitral tribunal is invalid.
3. The ODR platform lacks jurisdiction to conduct proceedings where the underlying agreement references UQ arbitral law.

Woodstock reserve the right to challenge the validity and maintainability of these proceedings.

Regards,

Adv. Mark

Juris Chambers

Counsel for Woodstock Management



ANNEXURE - D

NOTICE TO ARBITRATE

(By Email, SMS, Post, A/D Card/WhatsApp)

Date: 13th November, 2025

To,

Woodstock Management Ltd.

Mountbatton, United Queendom

Subject: Notice to Arbitrate under Section 21 of the Arbitration and Conciliation Act, 1996 in respect of disputes arising out of the Artist Performance Agreement dated 5 June 2025 between Echoes of Air Event Management (“**Presenter**”) and Woodstock Management Ltd. (“**Artist Management**”).

Sir/Madam,

1. Under instructions from Echoes of Air Event Management (hereinafter referred to as “**my client**” or “**Echoes**”), this Notice is issued invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 (‘**Act**’). Disputes have arisen between the parties in connection with the Artist Performance Agreement dated 5 June 2025 (‘**Agreement**’) concerning the performance of the artist Central Bee at the “*Rolling Sound*” festival.
2. My client is a Bangala-based events and production company that entered into an agreement with you. To headline the festival, my client approached Central Bee, a renowned UQ-based hip-hop artist represented by you. Discussions commenced on 4 January 2025, culminating in execution of the Agreement on 5 June 2025.
3. In accordance with the Agreement, my client paid the first instalment of 50% on 20 June 2025. On 11 September 2025, you communicated a Technical Rider Addendum containing enhanced and special requirements, including upgraded lighting rigs, high-capacity audio transmission links, regulated green-room temperature control, a specialised microphone model, and ISO-grade sound insulation. My client immediately raised objections, stating that the proposed addendum: (i) was not contemplated under the executed Agreement; (ii) was introduced at an unreasonably late stage; and (iii) was financially and operationally burdensome.



4. On 2 November 2025, Central Bee performed in Bangala. Minor technical glitches occurred, which you attributed to partial rider compliance. On 5 November 2025, Hyder Municipal Authorities issued a temporary halt on event permits, citing noise concerns, neighbourhood objections and capacity risks, notwithstanding those nearby events continued uninterrupted. Several vendors simultaneously withdrew, necessitating urgent replacements and alternative licensing. My client maintained that the municipal intervention constituted a force majeure event under the Agreement, whereas you alleged inadequate planning and rider non-compliance.
5. On 10 November 2025, hours prior to the Mombal concert, Central Bee issued a public social media statement alleging "*poor production standards*" and refused to perform. My client had no reasonable opportunity to respond before severe public backlash ensued, resulting in sponsor withdrawals, refund demands, loss of ticket sales, and reputational harm, including adverse impact on its partnership with Disfree+. Consequently, on 12 November 2025, my client formally notified you that the second 50% instalment would not be paid due to the artist's non-performance. You rejected this position and asserted alleged breaches by my client, quantified damages, and threatened legal action.
6. In view of the above, disputes have fully crystallised and require adjudication through arbitration. Accordingly, my Client hereby formally invokes arbitration under Section 21 of the Act in respect of all disputes arising out of or in connection with the Agreement. My client proposes that the arbitration be administered by SettleSpark Dispute Resolution Services, an ODR institution registered with the Department of Legal Affairs, given its procedural efficiency, neutrality, and compliance with the Act.
7. You are hereby called upon to concur in the appointment process. In the event of failure to jointly nominate an arbitrator within the stipulated period, my Client reserves the right to seek appointment of the arbitral tribunal. This Notice may be treated as the formal commencement of arbitral proceedings under Section 21 of the Act.

Sincerely,

Adv. Mark

Juris Chambers

Counsel for Woodstock Management Ltd.



ANNEXURE - E

Notice of Temporary Suspension

BHMP - GHA

GREATER HYDER AUTHORITY

Office of the Joint Commissioner (South Zone)
BHMP Headquarters, N.R. Square, Hyder – 560002
Email: jc.south@bhmp.gov.in | Ph: 080-2297XXXX

Ref No.: BHMP/SZ/EVT/2025/447

Date: 3rd November 2025

NOTICE OF TEMPORARY SUSPENSION OF EVENT

PERMITS

Issued Under:

Section 288 & 288A of the Hyder Municipal Corporations Act, 1976

Noise Pollution (Regulation and Control) Rules, 2000

Guidelines on Public Safety & Crowd Management, Govt. of Taluknadu

To:

Echoes of Air Event Management

#14, 3rd Floor, Richmond Road,
Bangala – 560 025

Subject: Temporary Halt on Permissions “*Rolling Sound*” Live Music Event Scheduled on 3 November 2025 at Palace Grounds, Hyder.

Madam/Sir,

Upon review of your application dated 15 October 2025 for conducting the *Rolling Sound* live music concert at Palace Grounds, Hyder, the following concerns have been recorded during inspection by the BHMP Event Regulation & Public Safety Committee:



1. Noise level projections submitted in Form-NP2 exceed permissible limits for a mixed residential zone after 10:00 PM under Rule 5 of the Noise Pollution (Regulation & Control) Rules, 2000.
2. Revised stage plan and technical specifications (lighting trusses, sound towers, power load distribution) submitted on 28 October 2025 materially differ from the original application and lack the mandatory HESCOM safety endorsement.
3. Crowd capacity concerns: The expected footfall of 18,000 attendees exceeds the maximum controllable capacity of the venue as per the Fire & Emergency Services' advisory dated 27 October 2025.
4. Traffic and public order report from the Hyder City Police (Traffic Division) flags inadequate barricading and exit-lane management.
5. Pending clearance from the Taluknadu State Pollution Control Board regarding temporary generator installation.

In view of the above deficiencies and in the interest of public safety, environmental compliance, and traffic management, the permissions earlier issued on a provisional basis stand suspended with immediate effect, until satisfactory compliance is demonstrated.

Therefore, you are hereby instructed:

- a. To cease all on-site event preparations until further written approval.
- b. To submit revised documents addressing the deficiencies within 48 hours of receipt of this notice.
- c. To coordinate with HESCOM, TSPCB, Fire & Emergency Services, and Hyder City Police to obtain the required statutory clearances.

Failure to comply may result in cancellation of the event permit under Sections 288 & 288A of the Hyder Municipal Corporations Act, 1976, and initiation of proceedings as per applicable law.

This is a computer-generated notice and does not require a physical signature.

Joint Commissioner (South Zone)

Bruhat Hyder Mahangara Palike (BHMP)

N.R. Square, Hyder – 560 002



ANNEXURE - F

SETTLESPARK RULES

SettleSpark ODR Platform — Rules for Mediation / Arbitration / Conciliation

Effective Date: 12th June 2021

1. Scope and Application

1.1 These Rules (“SettleSpark Rules”) govern any dispute, domestic or international where the parties have agreed to submit to mediation, conciliation or arbitration under SettleSpark.

1.2 The Rules apply when:

1.2(a) the agreement between the parties expressly refers to SettleSpark, or

1.2(b) both parties jointly consent to use SettleSpark after a dispute has arisen.

1.3 These Rules operate in the framework of the Arbitration and Conciliation Act, 1996 (or its successor legislation) and do not contravene any mandatory provisions of Bharathan law.

2. DEFINITIONS

2.1 ODR-Platform: SettleSpark’s online technology platform for filing, communications, document exchange, hearings, notifications.

2.2 Case Officer: The SettleSpark official responsible for initial intake, registration and procedural oversight.

2.3 Dispute Resolution Professional (DRP): Arbitrator, Mediator or Conciliator, duly empanelled by SettleSpark.

2.4 Working Day: A business day (Monday to Friday), unless parties agree otherwise.

2.5 Language: Proceedings shall be in English, unless otherwise agreed by parties.

3. FEES AND PAYMENTS

3.1 All fees (registration, administration, DRP fees, GST) shall be collected and disbursed by SettleSpark. Parties shall not make direct payments to DRPs.

3.2 No reference shall be processed unless the required fees are paid in full, unless parties agree in writing to defer payment.



4. COMMENCEMENT & INTAKE PROCEDURE

4.1 A party (“*Claimant*”) may refer a dispute by:

4.1(a) Submitting a fully completed intake form on the ODR-Platform, or

4.1(b) Sending a written request by email to SettleSpark’s registered address.

4.2 The Claimant must provide:

4.2(a) A copy of the contract (or agreement) containing the dispute resolution clause;

4.2(b) A succinct statement of facts, claims, and reliefs sought;

4.2(c) Contact details of all parties;

4.2(d) Proof of payment of fees.

4.3 Within 2 Working Days of receipt, the Case Officer shall:

4.3(a) Verify completeness of the application,

4.3(b) Assign a unique case number,

4.3(c) Notify the Respondent and request their response (if arbitration), or agree procedural steps (if mediation/conciliation).

4.4 The Respondent shall file an answer or response within 15 working days (or as extended by agreement).

5. MEDIATION / CONCILIATION PROCEDURE

5.1 Unless the parties agree otherwise, the default path is mediation / conciliation, before arbitration.

5.2 The DRP (mediator/conciliator) will be appointed within 5 working days of registration.

5.3 All communications, proposals, and negotiation drafts are conducted on the ODR-Platform and are kept strictly confidential.

5.4 Mediator may propose a written Settlement Agreement; if parties sign it, the Agreement is binding as a settlement and automatically terminates the process.

5.5 If mediation/conciliation fails, parties may proceed to arbitration under these Rules or as per their original agreement.



6. ARBITRATION PROCEDURE

6.1 Appointment of Arbitrator

6.1(a) If parties have previously agreed on number / identity of arbitrators, those stand.

6.1(b) If no prior agreement, SettleSpark's Case Officer shall appoint a sole DRP from its empanelled list within 5 working days of referral.

6.1(c) The DRP must submit a written declaration of impartiality and independence.

6.2 Terms of Reference / Procedural Order

6.2(a) Within 30 days of appointment, the Tribunal shall issue a Terms of Reference (ToR) or Procedural Order, defining seat of arbitration, timelines, sequence of submissions/hearings, language, and governing procedural law (subject to contract).

6.2(b) The default seat is Bharasthan (the place agreed under contract or, absent that, the Respondent's place of business).

6.3 Submission of Claims and Defence

6.3(a) Claimant: Statement of Claim and supporting documents.

6.3(b) Respondent: Statement of Defence (and counterclaim, if any) within time fixed by Tribunal.

6.4 Hearings / Virtual Proceedings

6.4(a) Proceedings shall be conducted on the ODR-Platform (video-conferencing / digital submissions), unless parties consent to in-person hearing.

6.4(b) Virtual hearings, when authorised, shall follow same procedural fairness as physical hearings.

6.5 Award

6.5(a) Tribunal must issue a reasoned award in writing, signed by arbitrator(s), stating place and date of award.

6.5(b) The award shall be deemed made at the seat of arbitration.



7. CHALLENGE & REPLACEMENT OF DRP

7.1 Parties may challenge appointment of DRP within 15 days of being notified of appointment, only on grounds of bias, conflict of interest or incapacity.

7.2 In case of justified challenge, Case Officer will appoint a new DRP within 5 working days.

7.3 DRP must disclose any potential conflict immediately upon becoming aware of it.

8. CONFIDENTIALITY & COMMUNICATIONS

8.1 All documents, communications, hearings, and the award shall remain confidential and stored on the ODR-Platform.

8.2 Access restricted to the Parties, their representatives, and the DRP.

8.3 Communications via email, platform messaging, or other secure electronic means. Postal communication optional.

9. EMERGENCY & INTERIM RELIEF

9.1 SettleSpark does not provide “*emergency arbitration*.”

9.2 However, the Tribunal may grant interim or conservatory measures (injunctive relief, preservation orders) in accordance with applicable law.

10. MISCELLANEOUS PROVISIONS

10.1 SettleSpark may amend these Rules, provided the changes apply prospectively only.

10.2 If any provision conflicts with mandatory Bharasthan arbitration law, statutory law prevails.

10.3 Language: Unless parties agree otherwise, all proceedings in English.

10.4 Fees Disclosure: Schedule of fees to be published on SettleSpark’s website and shared with parties before registration.



ANNEXURE - G

SETTLESPARK CODE OF CONDUCT FOR NEUTRALS

PREAMBLE

SettleSpark is committed to providing a fair, impartial, efficient, and credible online dispute-resolution (ODR) service. All neutrals (arbitrators, mediators, conciliators collectively “DRPs”) and institutional staff must uphold the highest ethical standards. This Code of Conduct (“Code”) applies to all proceedings administered by SettleSpark and to all individuals performing or supporting dispute resolution under its umbrella.

1. Fundamental Principles

1.1 Integrity & Fairness

1.1.1 DRPs and staff must act with honesty, fairness, and good faith at all times.

1.1.2 They must not engage in any behaviour that could reasonably be perceived as dishonest, biased, or deceitful.

1.2 Impartiality & Independence

1.2.1 DRPs must remain neutral and independent of all parties. They must avoid any conflict of interest (actual or perceived).

1.2.2 Conflicts may arise from financial relationships, past or present associations with the parties, counsel, experts, or institutional staff.

1.2.3 A DRP must promptly disclose to SettleSpark and to all parties any circumstance that might cast doubt on neutrality and, if necessary, should withdraw.

1.3 Competence & Diligence

1.3.1 DRPs may accept appointments only if they have the required expertise, experience, language fluency, and availability.

1.3.2 They must apply themselves diligently, conduct proceedings efficiently, avoid unnecessary delays or expenses, and give parties a fair opportunity to present their case.



1.4 Confidentiality & Privacy

1.4.1 All proceedings, documents, submissions, deliberations, hearings (including virtual), and awards shall remain strictly confidential. No disclosure without express written consent of all parties, or unless required by law.

1.4.2 Institutional staff shall ensure data security on the ODR platform; leaks, unauthorized distribution or public statements are prohibited.

1.5 Respect & Non-Discrimination

1.5.1 DRPs and staff must treat all participants with courtesy, respect, and professional dignity.

1.5.2 Discrimination based on nationality, religion, gender, race, caste, disability, political beliefs or other protected characteristics is strictly prohibited.

1.6 Autonomy of the Parties' Will

1.6.1 The resolution process (mediation, settlement, arbitration) respects parties' autonomy, DRPs must not coerce settlements or unduly influence outcomes.

1.6.2 A decision or award must rest on parties' submissions and merits, in accordance with applicable law.

2. Duties & Conduct of DRPs (Arbitrators / Mediators / Conciliators)

2.1 Pre-Appointment Disclosure

2.1.1 Before accepting an appointment, a DRP must disclose any past or ongoing relationships with any party, counsel, expert, or institutional staff that might raise doubt about neutrality.

2.1.2 Confirmation of independence must be submitted in writing (e.g. via an online declaration).

2.2 During Proceedings

2.2.1 Conduct hearings (oral or virtual) fairly, giving each party equal opportunity.

2.2.2 Maintain procedural fairness, observe deadlines, and manage the process efficiently.

2.2.3 Not act concurrently as counsel or expert for any party in the same or related proceeding.

2.2.4 Not solicit business or payments outside institutional fee channels; avoid gifts or undue benefits from parties.



2.3 Confidentiality Obligation

2.3.1 Keep all aspects of proceedings, deliberations, communications, and awards confidential.

2.3.2 Do not use confidential information for personal advantage or to benefit third parties.

2.4 Post-Proceeding Conduct

2.4.1 Even after conclusion, abstain from making public statements about the case or participants that could undermine confidentiality or impartiality.

2.4.2 Preserve records securely as per SettleSpark's retention policy.

3. Duties & Conduct of Parties, Representatives & Institutional Staff

3.1 Good Faith Participation

3.1.1 Parties must engage in the process honestly, submit accurate information, and avoid misrepresentation or spurious claims.

3.2 Confidentiality

3.2.1 Parties and their counsel must treat all procedural communications, documents, offers, and drafts as confidential. No disclosure without consent or legal requirement.

3.3 Respect for Neutrality

3.3.1 Parties must not attempt to influence the DRP unduly, offer gifts, or exert improper pressure.

3.4 Professional Communication

3.4.1 All communication with the DRP or other party must be civil, respectful and conducted through the ODR platform (unless agreed otherwise).

3.5 Adherence to Fees and Costs

3.5.1 Parties agree to pay institutional and DRP fees as per terms, and not to obstruct payments or fund transfers.

3.6 No Parallel Proceedings Without Disclosure

3.6.1 If a party initiates parallel legal or quasi-legal proceedings (e.g. court suits, criminal complaints) related to the same dispute, they must immediately inform SettleSpark and the other party.



4. Institutional Duties (SettleSpark Administration)

4.1 Neutral Administration & Impartiality

4.1.1 SettleSpark shall administer cases impartially and not favour any party.

4.1.2 Staff involved in administration must avoid conflicts of interest, including financial or personal ties to parties or counsel.

4.2 Transparency and Information Disclosure

4.2.1 Provide parties with full information about fees, schedules, procedural rules, rights, and obligations at the start.

4.2.2 Offer user-friendly access to all filings, communications, and procedural orders on the secure platform.

4.3 Data Security & Confidentiality

4.3.1 Ensure encryption, secure data storage and restricted access.

4.3.2 Prevent unauthorized leaks or public disclosure of sensitive case data.

4.4 Quality of DRP Roster & Training

4.4.1 Maintain an empanelled list of DRPs with proven competence, integrity and neutrality.

4.4.2 Provide regular training and ethics refreshers for all panel members.

4.5 Complaint & Removal Mechanism

4.5.1 Establish a procedure for parties to raise complaints about DRP or institutional misconduct.

4.5.2 Investigate complaints impartially and, if proven, take corrective action (replacement, sanctions, or expulsion).

5. Breach, Sanctions & Enforcement

5.1 Ethics Committee

5.1.1 SettleSpark shall maintain an independent Ethics & Compliance Committee to review alleged breaches of this Code.



5.2 Possible Sanctions

5.2.1 Censure or formal warning

5.2.2 Temporary suspension from SettleSpark panel

5.2.3 Permanent removal from panel

5.2.4 Referral to relevant professional or regulatory body (if applicable)

5.3 Disclosure and Transparency

5.3.1 Final decisions by the Ethics Committee (sans confidential details) may be published anonymously for transparency and deterrence.

5.4 No Additional Legal Rights

5.4.1 This Code does not create additional causes of action or expand grounds for setting aside awards beyond those provided by existing arbitration laws.

6. Amendment & Governing Law

6.1 SettleSpark may amend this Code from time to time; amendments will apply only to cases filed after the effective date.

6.2 The Code is governed by Bharasthan law.