



Rajkot Chamber of Commerce & Industry

And

K.K Associates, Hyderabad

Jointly Presents

“Dispute Resolution in International Trade”

Dated: 02-03-2023





agenda



INTERNATIONAL DISPUTE
RESOLUTION

ARBITRATION

MEDIATION

TIMELINE
01.00 hours

introduction



Export anywhere, we'll recover your debts.

KK Associates is a global marketplace leader in professional debt collections. We specialize in resolving disputed and undisputed cross-border situations swiftly and amicably. Our outstanding status is based mostly on achieving negotiated payment settlements in 99 Countries of all 5 Continents.

We recover your funds speedily and successfully without incurring pointless costs on abroad legal proceedings. We manage accounts of any size, one to bulk, and of any duration, from several months to several several years old.

OUR EXPERTISE

- ✔ Global Exports Debt Recovery Solutions
- ✔ Trade Dispute Resolution & Arbitration
- ✔ Customer Financial Debt Collection
- ✔ Cyber Law Consulting

Conference @
Rajkot Chamber
of Commerce
Rajkot
02-03-2023


Associates
INTERNATIONAL LAW FIRM

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INDIA | DUBAI | SINGAPORE





International Arbitration



INTERNATIONAL ARBITRATION

As the number of International Disputes mushrooms, so too does the use of Arbitration to resolve them. There are Essentially two kinds of Arbitration.

1. Ad hoc and
2. Institutional

An Institutional Arbitration is one that is entrusted to one of the major arbitration institution to handle,

While an Ad-hoc is conducted independently without such an organization and accordingly to the rules specified by the parties and their attorneys.

MEDIATION

Once a Dispute has been submitted to Arbitration.

Arbitration can be combined with Mediation, a non binding procedure in which a neutral intermediary assist the parties in reaching a negotiated settlement of the dispute. In a growing number of cases, parties agrees to first try to settle their dispute through mediation, and to resort to arbitration only if the dispute has not been settled with a certain period of time.

While both Arbitration & Mediation are usually private dispute resolution procedures based on a party agreement they differ in a number of important aspects. Arbitration is an adjudicative procedure and in this respect resembles court litigation. Once the parties have submitted a dispute to arbitration, neither party can opt out unilaterally, any decision rendered by the arbitral tribunal will be binding on both the parties.

Mediation in contrast, is a voluntary process which depends on the continuing cooperation of both the parties, since either party can withdraw at any time.

Arbitral Bodies

In Contrast, there are organizations that specializes in particular types of disputes, such as

THOSE INVOLVING INVESTMENTS
ICSID – {International center for settlement of disputes} world bank group – Washington, USA

SPORTS RELATED DISPUTE
Court of Arbitration for Sports
Switzerland

MARINE DISPUTES
Society of Maritime Arbitrators
New York, USA

INSTITUTION FOR STATES OR MEMBER GOVERNMENTS
WTO Dispute Settlement Systems
Geneva, Switzerland

FOR STATES & PRIVATE PARTIES
Permanent Court of Arbitration
ICC- Paris, France

Major International Court of Arbitration



International Commercial Arbitration - Procedure

- A - Overview

It requires an Agreement between parties, which is usually given via an arbitration clause in a contract or business agreement.

In most cases the parties agree on the procedure to be followed in the arbitration by choosing one of the numerous arbitration institutions like the

International Chamber of Commerce (ICC)

International Court of Arbitration (ICA)

Permanent Court of Arbitration (PCA)

Singapore International Arbitration Centre (SIAC)

London Court of International Arbitration (LCIA)

In which the arbitration will take place. Any arbitration that takes place in the context on an institution will be conducted in accordance with the rules of that organization.

International Commercial Arbitration – Procedure

- B – Arbitration Agreement Clause

By including an arbitration clause in a contract, the parties choose to settle their disputes – in the event any arise – out of court. Those disputes will then be submitted to arbitrators.



International Commercial Arbitration - Procedure

- Clause for Arbitral Contractual Dispute
- Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- The seat of the arbitration shall be [Singapore].*
- The Tribunal shall consist of _____** arbitrator(s).
- The language of the arbitration shall be _____.
- [In respect of any court proceedings in Singapore commenced under the International Arbitration Act 1994 in relation to the arbitration, the parties agree (a) to commence such proceedings before the Singapore International Commercial Court (“the SICC”); and (b) in any event, that such proceedings shall be heard and adjudicated by the SICC.]***

International Commercial Arbitration - Procedure

- Clause for Arbitral Contractual Dispute

- APPLICABLE LAW

- *Parties should also include an applicable law clause. The following is recommended:*

- This contract is governed by the laws of _____****

- ** Parties should specify the seat of arbitration of their choice. If the parties wish to select an alternative seat to Singapore, please replace "[Singapore]" with the city please replace "[Singapore]" with the city and country of choice (e.g., "[City, Country]").*
*** State an odd number. Either state one, or state three.*
**** The inclusion of this sentence is recommended if the arbitration commenced to resolve the dispute will be/is an international commercial arbitration, and Singapore is chosen as the seat of arbitration.*
***** State the country or jurisdiction.*

International Commercial Arbitration - Procedure

C- ARBITRAL TRIBUNAL

- Appointment of the Arbitrators
- Qualifications of the Arbitrators

D- ARBITRAL PROCEEDINGS

- Ad-hoc
- Institutional

International Commercial Arbitration - Procedure

- Commencing the Arbitration

Depending on the specific requirements of the arbitration agreement and the applicable laws, the arbitral proceedings may be commenced by

1. Issuing a notice to the opposing party to appoint or concur in the appointment of the arbitrator.
2. Issuing a notice to the appointing party to submit the dispute to the arbitral tribunal, if one is designated in the arbitral agreement; or
3. Commencing the procedure for appointment of the arbitral tribunal as provided in the arbitration agreement by, for example, writing to the appointing authority to make the appointment of the arbitral tribunal; or
4. Lodging the claim with the arbitral tribunal if it is designated in the arbitration agreement.

International Commercial Arbitration - Procedure

Preliminary Meeting:

It is always useful in an International Commercial Arbitration to convene a preliminary meeting once the arbitral tribunal has constituted, in which a framework for the proceedings should be established.

None of the major institutional arbitration rules impose an obligation to hold a preliminary meeting nor do they prohibit the holding of one.

In practice, it is always useful for the tribunal to hold a preliminary meeting.

International Commercial Arbitration - Procedure

Written Submissions:

Written submissions normally exchanges sequentially, so that the claimant sets out its position first and the respondent then answers. At the time the written submissions are served by a party on the other, a copy is usually served on the arbitral tribunal at the same time.

The next stage is for the arbitral tribunal to draw up its “Terms of Reference” for signature by the arbitrators and the parties.

International Commercial Arbitration - Procedure

The Hearing:

Hearings may be conducted on the basis of “documents only” or more commonly, an oral hearing will be held at which the representatives of the parties have an opportunity to make oral submissions to the arbitral tribunal, and the arbitral tribunal will ask for clarification of matters contained in the written submissions and hear the evidence of witnesses.

The general practice is to permit each party to present a brief opening statement.

International Commercial Arbitration - Procedure

Applicable Law:

Though the arbitrators are bound to apply to the merits of the dispute the rules of law chosen by the parties, as general rule of International Arbitration law, they must always look carefully at clauses that provide for amicable composition. If such a power has been conferred on them, it does not exclude the application of legal rules. It merely requires the verification of their compatibility with the requirements of equity.

Wherever the parties have not chosen the law applicable to the merits of the dispute, the arbitrators may have recourse to the conflict rules of one or more States, or to general principles of private international law. They can also resort to the direct method which enables them to avoid using a conflict approach and to select the appropriate rules for the purpose of resolving the dispute. Appropriate rules can come from the law of a State or an International Convention.

International Commercial Arbitration - Procedure

Making the Award:

Many Arbitration rules but few Arbitration laws, specify the time within which the tribunal must issue its award. The period of time may be measured from the time the arbitral tribunal was formed, the terms of reference were adopted, the case was submitted to the Arbitral tribunal or the closure of the proceedings.

Most Arbitration rules provide that, where the Tribunal is composed of more than one Arbitrator, the decision may be taken by the majority of them. Some rules specify that, where there is no majority, chairman's vote decides the award.

The Award must be notified to the parties. Arbitration laws or rules for ad hoc arbitration usually place the obligation on the tribunal. Institutional arbitration rules usually will provide that the institution will communicate the award.

Contract Format



GLENTech VENTURES PTE LTD

143 Cecil Street, #03-01, Suite 321, GB Building, Singapore 069542
 PH: +65 91458617, Email Id: operations@glentech.sg
 www.glentech.sg

Sales Purchase Contract GV/CPO/2022/18

We herewith confirm having sold to you on 17th FEBRUARY 2022, Crude Palm Oil (CPO) as follows:

A.	Buyer:	MGM EDIBLE OILS PRIVATE LIMITED C22, C23, SIPCOT INDUSTRIAL COMPLEX, FIFTH MAIN ROAD, THOOTHUKUDI, Tamil Nadu, 628008
B	Seller:	GLENTech VENTURE PTE LTD OR ITS NOMINEE Address: 143, CECIL STREET, #03-01, SUITE 321, GB BUILDING, SINGAPORE 069542
C	Commodity:	Crude Palm Oil (Edible Grade) in Bulk,
D	Specs:	FREE FATTY ACID (AS PALMITIC): 5.0 % MAX MOISTURE AND IMPURITIES: 0.5 % MAX
E	Quantity:	10,000MT (2% more or less at Seller's option)
F	Price.	USD 1490.00 PMT CNF EAST COAST (TUTICORIN) PORT, INDIA
G	Shipment:	1 ST HALF OF APRIL-2022
H	Payment:	Irrevocable unrestricted Sight LC for 100% value at the time of vessel nomination. LC to be issued from prime bank and which to be acceptable to supplier bank. All banking charges outside supplier bank to the account of Buyer. In case of Usance LC then Usance Interest and confirmation charges will be in the account of the buyer. Buyer has to confirm the LC issuing Bank name 10 days before the vessel nomination and provide the LC draft.
I	Weight/Analysis:	Shipped weight and shipped quality as per the Independent surveyor report at load port will be final.
J	Documents	Seller to present following documents <ul style="list-style-type: none"> - Full set of clean on-board Bills of lading. - Commercial Invoice 100% of value of the Cargo. - Certificate of weight and quality issued by independent Surveyors. - Seller to Email full set of documents after shipment.

SINGAPORE | INDONESIA | HONG KONG | INDIA



Contract Format



GLENTech VENTURES PTE LTD

143 Cecil Street, #03-01, Suite 321, GB Building, Singapore 069542
PH: +65 91458617, Email Id: operations@glentech.sg
www.glentech.sg

K	Demurrage & Discharge	Demurrage if any at discharge port shall be on the account of Buyer(s). Buyer to guarantee minimum discharge of 80MT per hour. In case the Buyer fails to discharge cargo at aforesaid rate, demurrage to be payable as per governing Charter Party. Buyer to settle the demurrage if any within 7 days after receipt of Seller's demurrage invoice, standard procedure for calculation of lay time and demurrage is followed.
L	TAXES AND DUTIES	Any Duty and taxes in India will be in the account of the buyer.
M	Release of Cargo	In the absence of the OBL the cargo will be discharge on the buyer's LC issuing Bank, Bank Guarantee.
N	Other Terms	<ol style="list-style-type: none">1. For timely performance of this Contract in its entirety, Buyer will not declare Force Majeure condition of India lock down.2. All Imports Duties / taxes, licenses, and all costs at discharge port to be arranged and paid by buyer.3. Buyer to ensure all customs paperwork to be done in timely manner, prior to arrival of vessel at discharge port.4. Third party documents acceptable like bills of lading, surveyors report showing exporter / shipper acceptable.5. Charter Party/ Blank Back Tanker / Third party Bills of Lading Acceptable.6. TT reimbursement allowed.7. All banking charges outside supplier bank to the account of Buyer.
O	Arbitration	All matters will be resolved mutually and in peaceful manner. In case of any dispute, the Arbitration shall take place at Singapore International Arbitration Centre (SIAC) in accordance to the rules of arbitration and appeal in force on the date of Contract. Sole arbitrator shall be appointed and language for the proceedings will be in English.
P	Other conditions	In accordance with PORAM and FOSFA 80/81 currently inforce with the exclusion of Insurance clause.

Seller,

Authorised Signatory
Glentech Ventures Pte Ltd.

Buyer,


Authorised Signatory
MGM EDIBLE OILS PRIVATE LIMITED



SINGAPORE | INDONESIA | HONG KONG | INDIA

SIAC (Singapore International Arbitration Centre)



28 Maxwell Road #03-01
Maxwell Chambers Suites
Singapore 069120
Tel: +65 6713 9777
Fax: +65 6713 9778
www.siac.org-sg
corpcomms@siac.org-sg
Company Reg. No: 199001118N

Our Ref: ARB184/22/RHM

5 August 2022

CLAIMANT:

MGM EDIBLE OILS PVT LTD
C/o KK ASSOCIATES
International Law Firm
Suite 315, "The Downtown Mall"
Lakdi-Ka-Pul, Hyderabad-500004
Telangana State, India
Attn: Mr Kamal J Khandelwal

By Email:

Kamal@kkassociates.biz

RESPONDENT:

GLENTech VENTURES PTE LTD
C/o RR&CO PTE. LTD.
Marina Bay Financial Centre
Tower 1, Level 11
8 Marina Blvd
Singapore 018981
Attn: Mr. Arnold Ridley

By Email:

arnold@rrco.co.uk

Dear Sirs,

SIAC ARBITRATION NO. 184 OF 2022 IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES OF THE SINGAPORE INTERNATIONAL ARBITRATION CENTRE (6TH EDITION, 1 AUGUST 2016) BETWEEN MGM EDIBLE OILS PVT LTD ("CLAIMANT") AND GLENTech VENTURES PTE LTD ("RESPONDENT")

1. We refer to:

- (i) the Claimant's Notice of Arbitration dated 17 July 2022;
- (ii) our letter dated 19 July 2022; and
- (iii) the Respondent's Response to the Notice of Arbitration, dated 2 August 2022.

Financial Matters

2. We draw the Parties' attention to paragraphs 18 and 19 of our letter dated 19 July 2022. We had informed the Parties *inter alia* that based on the claim amount of USD 2,680,000.00 (*i.e.*,

SIAC (Singapore International Arbitration Centre)



SGD 3,747,712.00 as on 17 July 2022) then known to us, the total estimated costs of arbitration for a sole arbitrator tribunal amount to SGD 159,465.00. The first tranche of deposits was accordingly fixed in the amount of SGD 63,786.00.

3. Kindly note that the Respondent has thereafter filed a counterclaim, and quantified it in the sum of USD 3,532,150.00 (*i.e.*, **SGD 4,866,278.00** as on 2 August 2022). Accordingly, the total sum in dispute (including the claim and the counterclaim) now stands at **SGD 8,613,990.00**. Based on the total sum in dispute, the total estimated costs of arbitration for a sole arbitrator tribunal are revised to **SGD 217,097.36**. The first tranche of the advance on costs is revised to **SGD 86,838.94**, as the initial deposit towards the estimated costs.
4. The Claimant and the Respondent is each requested to pay half of this amount as follows: (i) the Claimant is to pay a sum of **SGD 11,526.47** (*i.e.* SGD 43,419.47, less the sum of SGD 31,893.00 paid earlier); (ii) the Respondent is to pay a sum of **SGD 43,419.47**. In case any payment has been made, but is not reflected in the foregoing, please provide us with the details of the payment, so that we may trace and account for the same. As we are only able to proceed with the next steps in this reference (including, but not limited to, constituting the Tribunal) after receipt of the requisite deposits, we would be grateful if payment can be made as soon as possible.
5. Please refer to our payment instructions shared with our letter dated 19 July 2022, and arrange for the payment to be made by **19 August 2022**.

Constitution of the Tribunal

6. We draw the Claimant's attention to paragraphs 34-37 of the Response to the Notice of Arbitration, and invite the Claimant to provide its comments thereon.
7. Should the Parties fail to agree on a sole arbitrator, SIAC will proceed to appoint a sole arbitrator in accordance with the applicable SIAC Rules, after the payment of the requisite deposits as set out above.

Thank you.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Rishabh Malaviya', is written over a light blue circular background element.

Rishabh Malaviya
Deputy Counsel

Contract Format

MGV COMMODITY PTE LTD

77 HIGH STREET #04-11 HIGH STREET PLAZA, SINGAPORE 179433
Registration No. 201618435E PHONE +65- 63362665

Exhibit C-2

SALES CONTRACT NO: SOAFPL/MGV/CPO/APR/2022/105

We hereby confirm the following trade done on 20/04/2022;

Seller : MGV COMMODITY PTE LTD, 77 High Street, 04-11 High Street Plaza, Singapore 179433

Buyer : M/s MGM EDIBLE OIL PVT LTD.,
C22 C23, SIPCOT INDUSTRIAL COMPLEX, TOOTHUKUDI, TAMIL NADU INDIA

Product : Crude Palm Oil (Edible Grade) in Bulk

Origin : Indonesia / Malaysia/ Thailand

Specification : FFA (As Palmitic) 4.5 % Max. M&I % 0.25 Max.

**Quantity
& Tolerance** : 10000 MT & +/- 2%

Price : USD 1757.50/MT (US Dollars one thousand seven hundred and fifty-Seven and cents fifty only)

Basis : CFR TUTICORIN PORT, INDIA

Weight /Quality: Shipped Weight / Shipped Quality final at load port by Independent Surveyor Shipment

Period : M A Y 2 0 2 2

Payment Term : Advance TT Payment of USD 1,054,500.00 upon Sales Contract issued; Irrevocable LC for the balance amount of USD 16,520,500.00

Demurrage : Demurrage if any at loading port shall be on Seller's Account and discharge port shall be for buyer's account as per charter party terms. Discharge port rate 80 MT per hrs. SHINC.

Import Duties : All port formalities at discharge ports and import duties / taxes / levies shall be at buyer's account.

Export Duties : All port formalities at loading ports and export duties / Govt. taxes or levies etc. to Seller's account.

**Other Terms
& Condition**

- 1. With exception of Insurance clause. Arbitration in Singapore
- 2. Third party documents acceptable except Invoice.
- 3. Third party documents like Certificate of Origin and surveyor report showing exporter / shipper differ from beneficiary acceptable.
- 4. Charter party / blank back / tanker / Freight prepaid third-party Bill of Lading acceptable
- 5. Commingling with the same grade of oil allowed, Partial & Transshipment allowed after buyer confirmation.
- 6. At discharge port, buyer / receiver to receive cargo against Bill of Lading or Letter of Indemnity, Title of goods pass to buyer only upon full payment received
- 8. This contract is governed by incoterms 2010.
- 9. All other terms and conditions were not in contradiction to the above will be in accordance with FOSFA81 currently in force with the exclusion of the insurance clause. Arbitration shall be submitted in Singapore in accordance to the PORAM rules of arbitration and appeal in force at the date of contract.

INSURANCE & TRANSFER RISK : Buyer to arrange A Class Marine Insurance and bear all risk of loss of cargo or damage to the goods from the time the goods have shipped and tender is issued

DOCUMENTS : As Per Buyers Shipping Instruction

Please sign and return if not signed within 48 hrs. its deemed contract is confirmed and accepted by both parties:



Contract Format

SALES CONTRACT NO: SOAFPL/MGV/CPO/APR/2022/105 Dated 20.04.2022

BANK DETAILS FOR REMITTANCE FOR ADVANCE

Bank Name	STANDARD CHARTERED BANK (SINGAPORE) LTD
Bank Address	6 BATTERY ROAD SINGAPORE 049909
Swift Code	SCBLSG22
Account Name	MGV COMMODITY PTE LTD
Account Number USD	0105262218



For SAI SURYA ASSOCIATS PVT. LTD.

[Handwritten signature]

MGV COMMODITY PTE LTD
(As SELLERS)

SAI SURYA ASSOCIATS PVT LTD
(As Brokers)

Authorised Signatory,

MGM EDIBLE OIL PVT LTD
(As BUYERS)



summary

- Contract/Agreement is Mandatory
- Dispute Clause Arbitration is Mandatory
- Email Communications



(question & answers)

thank you

Adv. Kamal J Khandelwal
MBA., LLB, CiArb (London)

kamal@kkassociates.biz

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