

Matrimonial Dispute Role Play

Anita v. Suresh

General Information

Anita and Suresh have done their higher studies in the Computer Science. They decided to marry and finally got married in April, 2002. A son was born out of the said wedlock in the year 2004, and was named Shishir.

They got jobs in different companies. They are getting handsome salary. The matrimonial disputes arose between them. They do not want to live with each other. The reconciliation between them appears to be impossible. Anita initiated legal proceedings against Suresh for divorce, permanent custody of their son Shisher and grant of maintenance. Suresh appeared in the court to defend the cases filed by Anita. The dispute is referred for Mediation.

Confidential Information for Anita

- Anita due to rude behavior of Suresh cannot reconcile with him.
- Anita is more interested in the permanent custody of the son, Shisher.
- She does not want to give visitation rights to Suresh.
- Anita has also developed intimacy with another Computer Engineer working with her, whom she wants to marry after divorce.
- Anita may compromise on the amount of permanent alimony. She is interested in the seeking maintenance for Shishir.
- Anita is also thinking to initiate criminal proceedings due to alleged dowry demands against Suresh. She is ready to give second thought if Suresh settles the entire dispute including payment of permanent alimony, maintenance for Shishir etc.
- Anita due to her professional engagements cannot afford time in litigation. She also does not want to bear costs of litigation.

Confidential Information for Suresh.

- Suresh is aged about 28 years and is a Computer Engineer by profession. He is planning to re-marry.
- Suresh is not interested in the permanent custody of son, Shisher, however, he wants to have visitation right at least twice a month.
- Suresh does not want to face criminal litigation because it may hamper his future prospects and he may lose his present job.
- Suresh is ready to return all the dowry articles which he received at the time of marriage but he is not ready to give permanent alimony to Anita as she is earning and may also remarry.
- Suresh also does not want to drag himself in prolonged litigation which may not produce favourable result to him.
- Suresh is likely to go abroad on an assignment, he therefore wants to finish his legal disputes with Anita as early as possible.

Damages Role Play

Mohan v. Soft Drink Limited

General Information

Ram is running a restaurant in a posh colony of Delhi.

One “*Soft Drinks Ltd.*” (Soft drinks manufacturer) was the supplier of soft drinks for his restaurant.

About 6 months back, Mohan visited Ram’s restaurant and ordered for soft Drink. The same was supplied in a dark opaque glass bottle. It was opened by Mohan. Mohan found foreign article in the bottle which he could not notice before drinking. He suffered from severe gastric problems and could not attend his office for 10 days. He lost his job. Mohan initiated legal proceedings against *Soft Drinks Ltd.* and claimed damages of Rs.5 lacs for mental pain, agony, loss of job and illness. Soft drink company appeared in the court and expressed willingness to settle disputes through Mediation. Referral Judge referred the case for Mediation.

Confidential Information for Mohan

- Mohan was employed as an assistant in a General Merchant Shop and lost his job due to ten days of absence owing to gastric problem.
- Mohan believes that Ram was not at fault, hence he does not want any actions against him.
- Mohan wants to initiate legal action only against the Soft Drinks Company because, it is the primary duty of the Soft Drink Company to ensure the quality and hygiene of its products and prevent entry of foreign articles into the bottles.
- When Mohan tried to contact concerned officials of the Soft Drinks Company about the incident, they misbehaved with him. This really angered him.
- Mohan obtained legal advice. As per the legal advice, the litigation in India is costly and time consuming. Mohan may not get the damages within the reasonable time.
- Mohan needs money to invest in new business. If he gets suitable damages from Soft Drinks Company, he can invest money in new business.
- Mohan is also interested in the job if offered by the Soft Drinks Company.

Confidential Information for Soft Drinks Ltd.

- Soft Drinks Company is manufacturing soft drinks since the last 15 years. It is a multi-national company and enjoys global reputation.
- *Soft Drinks* is facing competition in Indian markets from other manufacturers. If the case is made public then the *Soft Drinks Company Ltd.* may lose business in India.
- It was a *bona fide* mistake. Soft Drinks Company is having modern machines for filling up bottles.
- Law of damages in India is now developing. The Courts are awarding damages in such cases.
- Soft Drinks company is willing to pay Rs.1 lakh to Mohan to settle the dispute.
- Soft Drinks Company also received legal advise and as per legal advise, damage shall be payable to Mohan.
- The forensic report is also against the Soft Drinks Company. The foreign article was found to be a decomposed snail.

Damages Role Play

Ram v. Sunil

General Information

Ram and Sunil had been next door neighbour for ten years. Both have children. The families had a friendly relationship in the past. However, things have deteriorated from past six months, ever since Sunil bought a black Labrador and kept in his courtyard. The dog was large and aggressive. The dog used to bark frequently when people approached either Sunil's home or the neighbouring home. Ram complained to Sunil many times. Two months ago, the dog dug a hole underneath the wooden fence that separated Sunil and Ram backyard. Dog also crawled through the hole into Ram backyard and damaged some of the flowers. Ram called Sunil and complained. Ram was very much concerned about the prize winning roses in the far corner of the yard which the dog damaged. Sunil filled the hole under the fence. A week later dog once again got into Ram's yard and tore up two of the rose bushes. Ram became hysterical, chased the dog with a broom and hit it. The startled dog barked and bit Ram on his hand. Sunil went to rescue and calm down both the dog and Ram. Then Sunil took the dog back home. Ram claimed damages from sunil and demanded Rs.4000/- for doctors' bill for four stitches from the dog bite, Rs. 10,000/- for the two rose bushes, which Ram valued at Rs. 5,000/- each, Rs. 6,000/- for nuisance and deprivation of sleep and Rs. 30,000/- for shock and pain due to dog bite, however Sunil refused to pay the said amount. Ram then filed a suit for recovery of Rs.50,000/-.

Referral Judge referred the case to mediation.

Confidential Facts for Sunil

- Sunil was sick of being lectured by Ram on dog issue, and felt that Ram was completely unreasonable on this point.
- Sunil went to the suburbs to get a dog for his kids.
- Sunil wanted to have a dog to feel safe at home.
- The dog is a good watchdog and barks only when a stranger comes to front porch.
- The dog does not bark at anyone passing the house or when a person is at the neighbouring house.
- The dog bite was entirely due to Ram's own fault. He should not have hit the dog with a broom. Sunil is sorry that the dog got into Ram's yard again, but instead of attacking dog, he should have called Sunil.
- Sunil will not pay for the doctor bill as the dog bit Ram only after being hit with a broom.
- Sunil may buy new rose seeds for Ram to replant the rose bushes. There is no way to pay Rs. 5,000/- for each bush to Ram. Sunil has seen rose bushes at the nursery for less than Rs. 200/-.
- Privately, Sunil is willing to tell the mediator that he feels bad that the dog has got into Ram's yard two times and damaged the roses. Ram seemed to be really upset about the roses. Sunil is willing to do something to avoid having the dog get into Ram's yard again and may put up a higher fence.
- Sunil will consider paying all or part of Ram's medical bills, if the mediator asks Sunil to reconsider that issue.

Confidential Facts for Ram

- Ram is very upset about dog nuisance. Over the last six months, he requested Sunil to quiet the dog down on numerous occasions, but to no avail.
- The dog's loud bark is terrifying which scared the two young children of Ram.
- The dog goes ballistic every time someone approaches Ram's house and scares the guests.
- The dog barks intermittently at night which causes disturbance and hindrance to his sleep.
- Ram is furious about the damage caused to the prize-winning rose bushes. Ram has already won blue ribbons for first place in the country rose competition for the last two years in a row. Ram desired to be paid back for the damage to the two rose bushes (although no amount of money can repay for the expert care and attention which Ram has given to the rose bushes).
- Ram is also very fearful that the dog will re-enter his yard and damage the four remaining rose bushes.
- Ram is also terrified of the dog, since he brutally attacked and bit him. Ram cannot tolerate this dangerous animal around him and his children.
- Ram has asked Sunil to get rid of the dog and pay Rs.50,000/- which includes medical bills (Rs.4,000/-) two rose bushes (Rs.10,000/-) nuisance and deprivation of sleep (Rs.6,000/-) pain and suffering from the dog bite (Rs.30,000/-).

Management Role Play

Ram Lal V. Management of Rolling Shutter Company

GENERAL INFORMATION

Petitioner, Ram Lal has raised an Industrial Dispute regarding illegal termination of his services by the management. According to Ram Lal he was employed as a fitter for the last 12 years. His last drawn wage was Rs. 3,200/- per month. On his raising a demand for increase in the wage and payment of overtime his services were illegally terminated on 16.4.2002. On the other hand the case of management is that Ram Lal was employed only as a helper from the year 1991 to 1998. In the year 1998 he left the job on his own and settled his accounts. Evidence shows that the workman has proved on record some slips purported to be written by the management for taking 10 sets of shutters to Utranchal in March, 2002. The said slips are signed by one of the partners. The management on the other hand has placed on record the vouchers regarding the settlement of the account in the year 1998. The management has given an explanation that in March, 2002 the workman was not in employment of the management but he had taken 10 sets of shutters as an independent contractor for fitting the same at Utranchal and slips were given to him so that there may not be any problem during transportation of the said goods by him. There is no other evidence available with Ram Lal to show that he was in employment during the period 1998 to 2002. At the stage of the evidence on request of the parties the matter was referred for mediation.

Confidential Information for workman Ram Lal

The workman does not have any evidence of his employment with the management during the period 1998 to 2002 except for the slip dated 15.3.2002 wherein workman has been referred as an employee. The workman knows that he has settled the accounts in the year 1998 but he had rejoined the management in the year 1999. He knows that his name was not put on the master roll in the year 1999. The workman also knows that he is working at a better place with more salary and that if the dispute prolongs, the management may gather information about his gainful employment and he may not get anything at all. The workman had remained unemployed for period of about one year after termination of

his service in April, 2002 and he is interested in getting the monetary compensation for the period of his unemployment and retrenchment compensation. He has filed the case for reinstatement in order to put pressure upon the management. The workman also knows that the management which is a partnership concern is likely to be closed because of dispute between brothers and if the case is prolonged it may become difficult to get any compensation.

Confidential Information for Management of Rolling Shutter Company

The management thinks that workman Ram Lal was instrumental in inciting other workers in demanding more wages. He was being paid the wage of helper though virtually he was doing the job of a fitter. His services were terminated so that the other workers may not demand higher wages as the management was not having the capacity to pay the same. Since there is dispute between the partners of the management, the management also wants early resolution of the dispute so that the pending liabilities could be apportioned equitably between the partners. The management is not sure of the gainful employment of the workman but believes he is working somewhere .