



# CNLU NATIONAL MEDIATION COMPETITION 2024



**QUARTER-FINAL ROUND  
GENERAL INFORMATION**

# ABOUT THE DRAFTERS

## MediateGuru



MediateGuru, a distinguished institute in the realm of alternative dispute resolution. We pride ourselves on being more than just a service provider; we are a dedicated community committed to facilitating amicable resolutions through expert mediation and arbitration services. Our team of seasoned professionals brings a wealth of experience and a deep sense of empathy to every case, ensuring a fair, efficient, and compassionate resolution process. We uphold the highest standards of integrity and professionalism, providing our clients with unparalleled support and guidance.

Beyond our core services, MediateGuru plays a pivotal role in enriching the ADR field through a series of meticulously curated events, competitions, and conferences. These initiatives are designed to foster professional development, encourage knowledge sharing, and cultivate the next generation of resolution experts.

Engage with industry thought leaders at our workshops, participate in challenging competitions, and become part of a network that values and promotes the principles of peace and resolution. At MediateGuru, we are steadfast in our mission to create a more harmonious world, one resolved dispute at a time.

# RIDE RIFTS

## The Background

1. In the recent history of the ride-sharing industry, two prominent entities, Kola and Fuber, strategically amalgamated to form RideTech Co., a dominant entity in urban transportation. This merger was conceptualized to synergize their respective resources, technological advancements, and market penetration, thereby establishing a formidable presence in the sector.
2. RideTech Co. transcended the conventional definition of a corporation; it embodied an innovative concept. It envisioned a paradigm where mobility was seamlessly integrated with technology, ensuring wide accessibility. The business model they pioneered was groundbreaking, capitalizing on digital platforms to facilitate connections between millions of commuters and drivers through simple digital interactions. This innovation revolutionized urban travel, transforming smartphones into portals for convenient and efficient transportation.
3. With their expansion, RideTech Co. evolved into more than just a larger entity; it became a symbol of contemporary entrepreneurial spirit. The amalgamation was characterized by a fusion of innovation, adaptability, and ambitious objectives, garnering admiration from investors, serving as a model for academic scrutiny in business institutions, and eliciting envy among competitors.
4. However, this rapid progression and triumph did not come without its set of complexities. The company grappled with the challenges of maintaining a balance between profitability and equitable practices, ensuring compliance with diverse international regulations, and sustaining a favorable public image.
5. Concurrently, in the backdrop of RideTech Co.'s exponential growth, a different story was unfolding – one marked by resilience and solidarity among the drivers. Initially attracted by the prospect of flexible work schedules and potential for reasonable earnings, the drivers started experiencing the adverse effects of policy changes and increased operational demands.
6. Across the varied landscapes of metropolitan areas and smaller towns, these drivers, despite their diverse backgrounds, found commonality in their quest for equitable treatment and recognition. They voiced concerns over diminishing financial returns,

absence of employment benefits, and perceived indifference from the corporate system to their predicaments.

7. Amidst this climate of escalating dissatisfaction, the National Drivers' Association (NDA) emerged. Not merely as a formal entity, but as a unified voice representing the drivers, the NDA was established to advocate for their rights and interests. This grassroots movement swiftly gained traction, drawing support from a wide spectrum of the driver community, and signifying a collective effort to address and rectify their grievances.
8. The National Drivers' Association (NDA) was established with a clear and impactful mission: to safeguard the interests of drivers, who are fundamental to the ride-sharing ecosystem, by advocating for their treatment characterized by fairness, dignity, and respect. The Association's objectives included not only securing enhanced compensation for the drivers but also ensuring their active participation in the decision-making processes that directly impact their professional lives, thereby fostering a more equitable relationship between the drivers and RideTech Co.
9. Conversely, RideTech Co., positioned at the epicenter of a dynamic and competitive market, epitomized the essence of capitalist innovation. As a private corporation operating within the parameters of a free-market economy, RideTech Co. was guided by a strategy that emphasized market responsiveness and strategic foresight. This approach was underpinned by the execution of legally binding *agreements (Annexure 1)* with its driver partners, contracts that were the culmination of mutual agreement and informed consent between the parties involved.
10. These agreements, emblematic of RideTech Co.'s autonomous right to direct its business operations in a capitalist framework, bestowed upon the company the discretion to determine its service fees and compensation models. This degree of autonomy was not merely a corporate entitlement but was deemed essential for navigating the fluctuating dynamics of the market. It empowered RideTech Co. to adeptly manage competitive challenges, evolve as necessary, and secure its long-term prosperity.
11. In the broader context of commercial operations and entrepreneurial endeavors, the policies and actions of RideTech Co. were deliberate and strategic, aimed at sustaining its competitive position and ensuring its ongoing operational viability. Within the domain of free trade and enterprise, the company's tactical decisions and practices ought to be interpreted as legitimate exercises of business judgment, firmly anchored in the principles

of a capitalist economy that values legal compliance, profit generation, and growth within the established legal and contractual boundaries.

### **The Dispute**

12. In the intricate landscape of corporate legalities, RideTech Co.'s agreements with its drivers, designated as 'partners,' emerged as a contentious issue. Legally, these agreements were crafted with meticulous precision, providing the company substantial leverage over the drivers. The designation of 'partner' ostensibly implied a relationship of parity and mutual benefit. However, this nomenclature was strategically employed to circumvent the stringent requirements of labor law, effectively exempting RideTech Co. from providing statutory employee benefits.
13. The agreements, replete with complex legal jargon, were often beyond the comprehension of the average driver, many of whom lacked formal education and legal literacy. This imbalance in understanding and negotiation power raised questions of unconscionability in the contractual relationship.
14. The drivers, numbering approximately 150,000 across multiple jurisdictions, found themselves bound to an operational model that prioritized corporate profitability over equitable compensation. This asymmetry in the power dynamic led to a situation where the drivers were ostensibly 'partners' but functionally relegated to a status devoid of the protections and benefits accorded to traditional employees.
15. The drivers' association, the National Drivers' Association (NDA), alleged that the use of the 'partner' label by RideTech Co. was a calculated measure to evade the legal obligations typically owed to employees, thus constituting a form of constructive exploitation.
16. Confronted with the drivers' grievances, RideTech Co. maintained that their operational policies, including the payment structure and contractual terms, were essential for maintaining the company's economic viability. The company highlighted its fiduciary duty to its shareholders, underscoring the imperative to deliver a sustainable return on investment.
17. RideTech Co. articulated a narrative of economic precariousness, arguing that any substantial increase in operational costs could jeopardize the company's financial stability. They contended that such a scenario could lead to the company's downfall, resulting in widespread unemployment for the driver community and a loss for the shareholders.

18. As the dispute escalated, it became evident that a legal resolution through traditional litigation would be protracted and potentially detrimental to both parties. The NDA sought redressal for what it perceived as exploitative practices and a breach of fair labor standards. In contrast, RideTech Co. defended its policies as necessary for the company's survival in a competitive free market.
19. In this milieu of conflicting interests and legal complexities, mediation was proposed by the NDA, as the most viable mechanism to resolve the dispute. This approach was aimed not only at reaching a compromise but also at realigning the contractual relationship between RideTech Co. and its drivers in a manner that balanced economic realities with principles of equity and fair labor practices. The impending mediation thus held the promise of not just resolving a dispute but potentially reshaping the legal contours of the gig economy.



**Annexure 1**  
**Driver-Partner Agreement**

Between **RideTech Co.** and **Driver Partner**

This Driver-Partner Agreement ("Agreement") is made and entered into as of \_\_/\_\_/\_\_, by and between RideTech Co., an Indian corporation ("Company"), and \_\_\_\_\_, an independent contractor ("Driver Partner").

Recitals

WHEREAS, the Company is engaged in the business of providing ride-sharing services;

WHEREAS, the Driver Partner wishes to provide driving services as an independent contractor for the Company;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

**1. Nature of Relationship:**

- The Driver Partner is an independent contractor and is not an employee, agent, joint venturer, or partner of the Company for any purposes. The Driver Partner shall have no authority to bind the Company.

**2. Compensation:**

- The Driver Partner will be compensated based on a variable rate system determined by the Company, which may include factors such as distance, time, and customer demand. The Company reserves the right to modify this compensation model at its sole discretion.

**3. Operational Costs:**

- The Driver Partner is solely responsible for all operational costs, including but not limited to, vehicle maintenance, fuel, insurance, and any other expenses incurred in the performance of their services.

**4. No Guaranteed Earnings:**

- The Company does not guarantee any minimum number of driving assignments or any particular level of income or profit.

**5. Use of Platform:**

- The Driver Partner is granted a limited, non-exclusive, revocable license to access and use the Company's platform solely for the purpose of accepting and completing driving assignments.

**6. Termination:**

- This Agreement may be terminated by the Company at any time, with or without cause, and with immediate effect. The Driver Partner may terminate this Agreement with [Number] days' notice.

**7. No Benefits:**

- As an independent contractor, the Driver Partner is not eligible for any employee benefits, including but not limited to health insurance, paid leave, or retirement plans.

**8. Confidentiality:**

- The Driver Partner agrees to maintain the confidentiality of all proprietary information of the Company.

**9. Indemnification:**

- The Driver Partner agrees to indemnify and hold harmless the Company from any claims, damages, or expenses arising from the Driver Partner's actions or omissions.

**10. Dispute Resolution:**

- Any disputes arising under this Agreement shall be resolved through Arbitration, as determined by the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.



RideTech Co.

By: \_\_\_\_\_

Name:

Title:

Driver Partner

Signature: \_\_\_\_\_

Name: \_\_\_\_\_



# Chanakya Centre for Alternative Dispute Resolution

## Contact Us

**For any queries/clarifications, please reach out to:**

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Or, **e-mail** us at [events.ccadr@cnlu.ac.in](mailto:events.ccadr@cnlu.ac.in).

For updates regarding the competition, visit [ccadr.cnlu.ac.in/nmc-2024/](http://ccadr.cnlu.ac.in/nmc-2024/).



The logo is a purple shield-shaped emblem with a white rectangular area at the bottom. The text is arranged in four lines: 'CNLU' in white, 'NATIONAL' in white, 'MEDIATION' in white, and 'COMPETITON' in purple. The year '2024' is also in purple and is positioned below the white area.

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2024**