



# 4<sup>TH</sup> CNLU NATIONAL MEDIATION COMPETITION 2026

GENERAL INFORMATION

**PRELIMINARY ROUND 2**

# ABOUT THE DRAFTERS

## MEDIATE GURU



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.

## Raghav Plastowares v. Shalini Retail Mart

1. M/s. Shalini Retail Mart, a partnership firm running a chain of mid-range household goods stores in different parts of Patna, Bihar, is owned and managed by Ms. Shalini Verma, aged 38, who has slowly built up her business over the last 10 years. In April 2025, wanting to expand her product range before the upcoming festive season (Durga Puja and Diwali), Shalini entered into a supply arrangement with M/s. Raghav Plastowares Pvt. Ltd., a small manufacturing company based in the Bihta industrial area on the outskirts of Patna, owned by Mr. Raghav Prasad, aged 45.
2. Raghav Plastowares manufactures plastic household items such as storage containers, buckets, mugs, kitchen organisers, and water bottles. The parties had first met at a local trade expo in Patna in February 2025, where Raghav had showcased his products. Shalini was particularly interested in a new line of “premium-grade, non-toxic, colourfast” plastic storage containers and water bottles that Raghav claimed would compete with better-known national brands at a lower price point.
3. After a series of phone calls and one meeting at Shalini’s main store in Boring Road, both sides orally negotiated broad terms and then exchanged a brief, two-page supply “understanding” over email in late April 2025.
4. The document, titled “Supply Understanding for Festive Season – 2025”, set out that Raghav Plastowares would supply Shalini Retail Mart with an initial consignment of 10,000 assorted units of plastic storage containers and water bottles, in different colours and sizes, at an agreed base rate of ₹75 per unit inclusive of GST, with a 5% discount if total payments were made within 30 days of invoice.
5. The total value of the initial consignment, including GST, was approximately ₹7.5 lakhs. The payment structure mentioned in the email was that Shalini would pay 40% as an advance upon confirmation of the order, another 40% within 7 days of receiving and inspecting the goods, and the remaining 20% within 30 days of delivery, subject to “no major quality concerns.” Delivery was to be made in two batches before the start of the main festive rush: the first batch (60% of the total quantity) by 15 August 2025 and the second batch (remaining 40%) by 15 September 2025.

6. The email also contained a brief line that “quality shall be as per samples provided and mutually understood standards; any defective goods shall be replaced in the next batch, subject to timely notification,” but there was no detailed written quality specification, no arbitration or jurisdiction clause, and nothing clearly labelled as a “formal contract.” Shalini transferred the 40% advance (approximately ₹3 lakhs) via bank transfer in the first week of May 2025, and Raghav treated the order as confirmed, starting procurement of raw material and scheduling production.
7. In mid-August 2025, Raghav delivered the first batch of goods – around 6,000 units – to Shalini’s warehouse in Kankarbagh through a local transporter. At the time of delivery, Shalini’s warehouse staff did a basic quantity check and counted the number of cartons but did not open all the boxes or rigorously inspect every item.
8. Shalini, relying on her long-term plan and the urgency of preparing for the festive stock-up, started distributing the goods to her various outlets in Patna City, Rajendra Nagar, and Bailey Road.
9. Within two weeks, however, some outlet managers reported that customers were complaining about certain items: the lids of some storage containers were not fitting tightly, a portion of the water bottles appeared to have a slight chemical smell, and a few items had faded colours after only a couple of washes.
10. Shalini’s floor staff noted these complaints in their daybooks but only a part of these details was summarised and forwarded to Shalini through WhatsApp messages and oral updates. Around the same time, Raghav was repeatedly following up for the second tranche of payment, pointing to the email arrangement that 40% was due within 7 days of “receiving and inspecting the goods.”
11. Shalini, feeling anxious about the complaints and concerned about her store reputation, asked Raghav over a phone call in early September to “hold off on further dispatches” until “quality issues” were clarified, but she did not send a formal written notice then. Raghav, on his part, acknowledges that there were some isolated defects but insists that such minor issues are normal in bulk manufacturing and can be resolved by replacing a small percentage of pieces.

12. He claims that Shalini never gave him a consolidated written list of defects, nor returned any defective goods for inspection, and that the bulk of the goods were clearly being sold in her stores. He also says he had already produced most of the remaining 40% batch by late August based on the agreed schedule. The relationship began to strain as several calls ended in heated exchanges, with Shalini accusing Raghav of “compromising on quality” and Raghav accusing Shalini of “using small issues as an excuse to delay payments.”
13. Towards the end of September 2025, with tensions escalating and both parties exchanging increasingly stern communications through their respective advisors, the prospect of pursuing litigation began to feel daunting for each side.
14. Shalini feared that a prolonged court process would not only drain her financial and managerial resources but also disrupt the festive sales cycle, while Raghav worried that litigation would tie up his working capital, delay his pending orders, and damage his reputation among other retailers in the region.
15. Recognising that continued conflict might deepen their losses and divert attention from their core businesses, Raghav, on the advice of a senior member of the local traders’ association suggested that they consider mediation as a more efficient, confidential, and commercially sensible approach.
16. Shalini, though initially hesitant due to the strain in their communications, ultimately agreed, acknowledging that a mutually negotiated settlement could help both parties avoid further delays, costs, and uncertainty. Accordingly, the parties consented to participate in mediation in hopes of resolving their disputes amicably and preserving their professional reputations in the Patna business community.



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