

## REPRESENTATION PLAN

[Real Quik Convenience Stores Ltd.]

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### Facts and Nature of the Dispute

Conglomerated Nanyu Tobacco, Ltd. (“Nanyu”) (“Claimant”) and Real Quik Convenience Stores Ltd. (“Real Quik”) (“Respondent”), the parties to the present dispute, have over the years shared a strong business relationship. While the Claimant has a global presence in the tobacco market, the respondent is one of the fastest growing chains of convenience stores in the State of Gondwana and has since the year 2000, been the most important distributor of the Claimant’s products.

On 14 March 2011, a Gondwanan senator introduced the “**Bill 275**”, an anti-smoking law which was designed to have a far reaching impact on the Gondwanan Tobacco market. In spite of protests against it, the bill was passed by the senate and also upheld by the Courts. The law had a severe impact on sale of Tobacco products in Gondwana, with the industry registering a 30% decline in sale. This also led to the agreement between the parties becoming untenable to the Respondent and after a series of fruitless meetings and communication between the parties; the agreement was terminated by the Respondent, leading to a claim for liquidated damages being brought before this tribunal by the Claimant.

The dispute is regarding the liquidated damages that the Respondent is liable to pay and hence it is a contractual dispute arising out of the Distribution Agreement between the Parties. The parties also seem to differ on some legal issues, mainly regarding the effect of ‘Bill 275’, on the distribution agreement and would seek to resolve the same.

## **NEGOTIATION STRATEGY AND RESPONSIBILITY SHARING**

During the negotiation phase, the Respondent is prepared towards either preserving the relationship with a resultant amendment in the distribution agreement or towards ending the relationship. With regard to the first proposal, the Respondent is ready to negotiate on the terms of the distribution agreement in order to tailor the agreement in a way that it fits the need of both the parties. However, this is contingent on the Claimant undertaking to withdraw any existing claims against the Respondent. In case, the Claimant is not ready to cooperate, the Respondent shall have no choice but to terminate the agreement. The Respondent believes that a revival of the agreement is in the best interest of both the parties and shall actively cooperate with the Claimant to arrive at an agreement that is agreeable to both parties and in accordance with Gondwanan law.

In the entire process, the Client will focus on the material and economic aspects of the dispute and will work towards securing the company's interests. The Counsel will be responsible for discussing the legal framework and look to ensure that an amended distribution agreement, if arrived upon, is in accordance with Gondwanan public policy.

## **INTERESTS OF THE PARTIES**

### *CLAIMANT*

1. To be compensated for the losses suffered due to the termination of contract.
2. A revival of the distribution agreement along with possible modifications.

### *RESPONDENT*

1. To put forth that it is not in any way liable to pay the liquidated damages.
2. A revival of the distribution agreement along with possible modifications.