

## REPRESENTATION PLAN

### **[HAMPTON SUNCARE LTD.]**

We suggest that the present dispute be *Mediated*. The mediator, acting as a facilitator can help the parties communicate their problems and identify each others interests, thus helping to resolve this dispute.

#### **A. FACTS**

A Distribution Agreement was formed between Hampton Sun Care Ltd. [Claimant] and Heng Sun Care Ltd [Respondent]. The Agreement required Respondent to reach a sales target which increased each year.

Heng Sun Care Ltd failed to reach the sales target in 2010 and blamed it on parallel importation. For this parallel importation they alleged that the Hampton Sun Care Ltd. had circumstantial knowledge. Hence, they went to Court disregarding the Agreement which clearly spoke about negotiation and arbitration in case of any dispute. A super-typhoon struck the SIS making it impossible to continue the production of the Blanco beans and hence making the contract impossible to be performed. Hence the termination notice was sent.

#### **B. NATURE OF DISPUTE**

As we see the dispute is regarding the termination of the contract and hence it is a contractual dispute arising out of the Distribution Agreement between the Parties.

#### **C. RESPONSIBILITY SHARING**

The Client shall be dealing with the issues because of which he deemed to purport the agreement and how the Respondent's actions have affected its reputation and finances. The

Counsel shall deal with terminating the Agreement and the remaining legal issues and discuss the plausible solutions along with the Client. Both the Client and the Counsel shall work towards achieving a satisfactory end to the dispute between the two parties.

#### **D. HAMPTON SUNCARE LTD. INTERESTS**

1. To terminate the Distribution Agreement.
2. To ensure that the pending case filed against Hampton SunCare Ltd. is withdrawn.
3. Compensation should be given to Hampton SunCare Ltd. for the inconvenience caused.

#### **E. HENG SUNCARE LTD. INTERESTS**

1. To continue with the Distribution Agreement signed on 15 January 2002.
2. To get compensation from the Claimant for the parallel importation.

#### **F. NEGOTIATION STRATEGY**

The classic adversarial style will be used as Hampton can in no way consider any of the excuses given by Heng SunCare for not reaching the sales target. And anyway it will not be possible to continue with the Agreement due to the unavailability of the Blanco beans.

The only topic of negotiation, if any, should be the withdrawal of the case and the matters of compensation.

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### **[HENG SUNCARE LTD.]**

We suggest that the present dispute be *Mediated*. The mediator, acting as a facilitator can help the parties communicate their problems and identify each others interests, thus helping to resolve this dispute.

#### **A. FACTS**

A Distribution Agreement was formed between Hampton Sun Care Ltd. [Claimant] and Heng Sun Care Ltd [Respondent]. The Agreement required Respondent to reach a sales target which increased each year. For seven years Heng Sun Care Ltd had been performing really well and achieving sales 20% more than the target. In 2009-10 they failed to do so mainly because of the parallel importation that took place. Due to the parallel importation the Respondents had to go to the Court. Also a super-typhoon struck SIS due to which it became expensive to produce the products in question.

The claimant purported to terminate the contract on the grounds of inability to reach sales-target and force majeure amongst others.

#### **B. NATURE OF DISPUTE**

As we see the dispute is regarding the termination of the contract and hence it is a contractual dispute arising out of the Distribution Agreement between the Parties.

#### **C. RESPONSIBILITY SHARING**

The Client shall be dealing with the issues that the Company is facing due to the purported termination and the parallel importation, and the effect it is having on the Company's profits

and finances at large. The Counsel shall deal with negotiating a new contract, renegotiating or modifying the existing contract if necessary and discuss the plausible solutions along with the Client. Both the Client and the Counsel shall work towards achieving a mutually satisfactory end to the dispute between the two parties.

#### **D. HAMPTON SUNCARE LTD. INTERESTS**

1. To terminate the Distribution Agreement.
2. To ensure that the pending case filed against Hampton SunCare Ltd. is withdrawn.
3. Compensation is given to Hampton SunCare Ltd. for the inconvenience caused.

#### **E. HENG SUNCARE LTD. INTERESTS**

1. To continue with the Distribution Agreement signed on 15 January 2002.
2. To ensure that Hampton SunCare Ltd. realise that the parallel importation was mostly their fault.
3. To get compensation from the Claimant for the parallel importation.

#### **F. NEGOTIATION STRATEGY**

Collaborative style with negotiated compromise and interest based negotiation. Heng Sun Care Ltd. understands the fact that maintaining a long term relationship with Hampton SunCare Ltd. can prove beneficial once differences are resolved. Collaborating with them to find a mutually beneficial solution, without compromising its ideals, would be the most plausible approach.

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