SYMBIOSIS LAW SCHOOL NAGPUR

॥वसुधैव कुटुम्बकम्॥

PRESENTS

1st NATIONAL MED-ARB COMPETITION

18th - 19th MARCH 2023

ORGANISED BY:

ALTERNATIVE DISPUTE RESOLUTION CELL

IN COLLABORATION WITH

PSL Advocates & Solicitors

SUPPORTING PARTNER	CHIEF KNOWLEDGE PARTNER	KNOWLEDGE PARTNER	MEDIA PARTNERS
DEWANI & ASSOCIATES	IAMC HYDERABAD	SCC ONLINE	Indian Dispute Resolution Centre; LatestLaws.com

medarb@slsnagpur.edu.in

https://www.slsnagpur.edu.in/

SYMBIOSIS LAW SCHOOL, NAGPUR
1ST NATIONAL MED-ARB COMPETITION

A LOT CAN HAPPEN OVER ~~COFFEE~~ MILKSHAKES [1]

Background

1. Moo Moo Milk Products Pvt. Ltd. ('MMMPPL') is a company duly incorporated under the Companies Act, 2013 and is primarily engaged in the business of sale and manufacture of dairy products, frozen yogurt, ice cream, milkshakes et al. MMMPPL has emerged as a leader in the dairy products industry and has established itself as the recommended entity for manufacture and sale of dairy products in the metropolitan cities of Farmnation[2]. The founders envisioned MMMPPL to emerge as the preeminent corporation globally and it currently seeks to rapidly expand its operations to tier 2 cities and eventually capture the majority market share of the business in Farmnation.

---

1. *This problem has been drafted by Mr. Suvigya Awasthy, Associate Partner at PSL Advocates & Solicitors, Mr. Vivek Joshi and Mr. Rohan Gulati, Associates at PSL Advocates & Solicitors. Any/all names, characters, places, events and incidents are used in a fictious manner. Any resemblance to actual person, living or dead, or actual events is purely coincidental. All rights pertaining to the problem vest solely with PSL Advocates & Solicitors and should not be utilized for any other purpose without the prior permission of the above-named drafters.*
2. *The laws of Farmnation are pari materia to the laws of India.*

2. In its endeavor to realize the above vision, MMMPPL was proactively seeking to obtain the license for the renowned dairy brand 'COOLENTER'S', that was established in the year 1960 by Mr. Peter Coolenter, an aficionado and connoisseur of dairy products and the OG creator of the popular milkshakes. Mr. Coolenter had established dairy and poultry farms and was involved in the intrinsic affairs of the dairy industry by supplying milk and allied products to one of the largest supply chains in Farmnation.

3. Interestingly, Mr. Coolenter agreed to license the wordmark 'COOLENTER'S' in favour of MMMPPL as an exclusive and sole user for manufacturing and selling frozen yogurt and milkshakes across Farmnation. This alleged title came to be devolved upon MMMPPL via a Trade Mark Registered User Agreement ('TMRU') dated 01.03.2016.

4. After obtaining the license from Mr. Coolenter, MMMPPL arrived at two business models for generating revenues and become a profitable entity viz., (i) Company Owned and Company Operated ('COCO') outlets; and (ii) Franchise Owned and Franchise Operated ('FOFO') outlets. It established some COCO outlets successfully in the national capital of Farmland i.e., Greenpasture within a short span of time but soon realised the need for an experienced partner which could help implement the FOFO model across Farmland to drive profitability by exploiting the licensed brand. Pursuantly, the next course of action for MMMPPL was to onboard a well reputed entity in the sphere of food and beverages business that has demonstrated requisite experience in establishing franchise outlets and operating the same in a profitable manner.

5. In this regard, MMMPPL learnt about Big Boy Foods Pvt. Ltd. **('BBFPL')** that is a company duly incorporated under the Companies Act, 2013 and has been primarily engaged in the business of operating franchise outlets for various food brands and has helped spurt business revenues in the recent years in the food and beverage industry in Farmnation. BBFPL has handled several franchise outlets in the food and beverage industry as being owners of some and sub-franchising other outlets by identification of appropriate locations and professional channel partners.

Execution of the Master Franchise Agreement

6. 1.To expand the business operations of COOLENTER'S across Farmnation, MMMPPL was actively looking for an experienced master franchiser that could establish and handle around 100 outlets across the country and manage business operations in a profitable manner. On active representations and warranties made by MMMPPL regarding the worth of COOLENTER'S brand, BBFPL agreed to enter into the Master Franchise Agreement dated 05.02.2017 **('MFA')**. The relevant clauses of the MFA executed between MMMPPL and BBFPL have been annexed herewith and marked as **Annexure P-1.**

7. Vide the MFA, BBFPL was granted the rights to open franchise-based outlets and kiosks for the purposes of selling frozen yogurt and milkshakes under the brand name 'COOLENTERS' (without apostrophe). The license was granted to BBFPL basis the active representations made by MMMPPL regarding its right over the wordmark viz., 'COOLENTERS' and that MMMPPL was a registered

1.registered user of the wordmark 'COOLENTERS'. Based on such assurances and representations, BBFPL was sanguine about the prospects of establishing one of the fastest selling frozen yogurt and milkshakes brand in Farmnation.

Increase in business opportunities for BBFPL

8. Pursuant to the execution of the MFA, BBFPL opened more than 80 outlets in Farmnation under the brand name 'COOLENTERS' directly as a franchisee and though its sub-franchisees and their key products such as frozen yogurt and milkshakes became the talk of the town in a very short span of time. BBFPL was operating the franchise of 'COOLENTERS' in an extremely professional manner with the regular implementation of good business practices and corporate social responsibility. During that time, BBFPL actively advertised the brand name 'COOLENTERS' in several corporate and entertainment events that increased the visibility and knowledge of the brand manifold.

9. Out of the 80 outlets opened and operated by BBFPL, around 15 outlets were owned and operated by BBFPL under the aegis of separate unit franchise agreements that were executed between MMMPPL and BBFPL on 05.03.2018.

10. Therefore, the 15 outlets out of the 80 were owned and operated BBFPL under 15-unit franchise agreements directly with MMMPPL. The remaining 65 outlets under the MFA were structured in a three-tiered arrangement whereby MMMPPL was the franchisor, BBFPL was the master franchisee authorised to further appoint sub-franchisees by

by granting third party license to operate the outlets under the brand 'COOLENTERS'.

Issues created by MMMPPL

11. With the passage of time, MMMPPL realised that BBFPL was reaping profits at a rapid pace and pocketing huge profit margins that were never witnessed before by MMMPPL. This was also evinced through the directors' report for the year ending on 31st March 2018. The relevant extracts of the directors' report are annexed herewith and marked as **Annexure P-2.**

12. It was also observed that the royalty being paid to MMMPPL by BBFPL for operating the brand 'COOLENTERS' was inadequate given the fact that BBFPL had exceeded FNR 50 Crores per annum revenue. Therefore, at the verge of the COVID-19 lockdown, driven by corporate greed and oblique motives, MMMPPL abruptly changed its company policy and decided to convert all outlets under the MFA from FOFO to COCO model imminently. In essence, the outlets laboriously established by various sub-franchisees after incurring handsome capital expenditure and paying hefty royalties and license fees were sought to be virtually usurped and this sent a wave of panic to all stakeholders including BBFPL, who was now left stranded and at the mercy of the decision making of MMMPPL.

13. Due to the whimsical change in policy, the sub-franchisees, who invested in the outlets reposing faith in the goodwill and relationship with BBFPL, started analysing their options, which included prematurely selling off their business to MMMPPL owing to the impending uncertainty and to recover some of their investment. This led to a chaotic situation and decline in business revenues of MMMPPL and it started reporting month-on-month losses. The relevant extracts of the directors' report stating the loss and reasons thereto are annexed herewith and marked as **Annexure P-3.**

Issue regarding rightful title and ownership of the wordmark 'COOLENTERS'

14. At this juncture, BBFPL learnt that one Mr. Saundesh Sen had filed certain serious objections alleging infringement of the use of the wordmark 'COOLENTERS' that was previously represented as being validly assigned to MMMPPL via the TMRU and the representations made under the MFA.

15. It was intimated by Mr. Saundesh Sen that his grandfather viz., Mr. Protik Sen was the sole proprietor of M/s Coolenters Pvt. Ltd., that had also been involved in the trade and manufacture of dairy products including frozen yogurt, ice cream and milkshakes. Pertinently, M/s Coolenters Pvt. Ltd. has been prominent in the State of Wakanda in Farmnation. Mr. Protik Sen had established M/s Coolenters Pvt. Ltd. in 1954 with the vision of serving the people of Wakanda with a wide variety of milkshakes and selling affordable dairy products across Farmnation.

16. However, the allegations were tacitly shrugged off by MMMPPL as being frivolous and in a clandestine manner, it was indicated that all such issues had been settled between MMMPPL and M/s Coolenters Pvt. Ltd.

Arbitrary acts and omissions by MMMPPL that caused prejudice to BBFPL

17. MMMPPL issued several demand notices to BBFPL regarding the payment of the royalty despite all outstanding dues being cleared by BBFPL on a regular basis with reasonable alacrity. This demonstrated that MMMPPL's conduct was filled with corporate and commercial greed intended to cause unnecessary hassles for BBFPL. Eventually, on 10.12.2021, MMMPPL had called upon BBFPL for a mutual discussion to iron out the creases and issues that were plaguing the commercial working relationship between MMMPPL and BBFPL.

18. To the utter shock and dismay of BBFPL, prior to commencement of the meeting scheduled for 10.12.2021, MMMPPL invoked the NACH mandates that had been deposited with MMMPPL for a sum of INR 5 Crores strictly as a security. These mandates were invoked by MMMPPL without prior notice to BBFPL that was a mutual understanding and a prerequisite as agreed. In addition to the encashment of the NACH mandates by MMMPPL, several statutory notices threatening legal actions had been issued to BBFPL regarding the dishonor of mandates thereby violating the fidelity of the commercial relationship between the Parties.

Termination of the MFA

19. These arbitrary and whimsical acts were executed by MMMPPL to coerce and arm-twist BBFPL and ensuring their presence in the meeting that was scheduled for 10.12.2021. During the meeting, BBFPL was anguished to witness the conduct of MMMPPL that intended to terminate the MFA with immediate effect and by way of coercing BBFPL to agree on the terms and conditions that were being thrust upon it under the minutes of the meeting. The relevant extracts of the minutes of meeting dated 10.12.2021 have been annexed herewith and marked as **Annexure P-4.**

20. On the same day, MMMPPL heavily protested the arbitrary conduct that sought to terminate the MFA by coercing BBFPL into signing the minutes of meeting dated 10.12.2021. Pertinently, under the minutes of meeting that recorded the terms of termination, it was decided between MMMPPL and BBFPL that a financial reconciliation would be undertaken after effectuating the termination of the MFA to ensure that no outstanding dues remain payable by either MMMPPL or BBFPL. However, no financial reconciliation could be achieved between MMMPPL and BBFPL that culminated into a dispute shortly thereafter.

21. Thereafter, MMMPPL also threatened BBFPL with the termination of the unit franchise agreements and ending all contractual rights and obligations qua the 15 outlets owned and operated by BBFPL by raising frivolous allegations of contractual breach.

Initiation of disputes between MMMPPL and BBFPL

22. It has been MMMPPL's case that certain outstanding amounts remain due and payable by BBFPL on account of royalty and unpaid invoices et al., whereas, BBFPL vehemently denies the existence of any such outstanding debt. This constrained MMMPPL to invoke the dispute resolution mechanism under the MFA as well as the 15 unit franchise agreements[3]. In this regard, notice invoking arbitration under Section 21 of the Arbitration and Conciliation Act, 1996 (**'the Act'**) was issued by MMMPPL on 10.10.2022 and a consolidated reference of disputes under the MFA and unit franchise agreements was sought to be made by MMMPPL. Pursuant thereto, BBFPL consented to the appointment of Mr. Pandoh Patel as the Ld. Sole Arbitrator.

23. Following the filing of the Statement of Claim on 10.12.2022, the Ld. Sole Arbitrator had directed the Respondent i.e., BBFPL to file the Statement of Defence and Counterclaim on or before 10.01.2023. However, prior to filing of the Statement of Defence, BBFPL filed two applications i.e. (i) under Section 16 of the Act challenging the jurisdiction of the Ld. Sole Arbitrator on the premise that the present dispute involves issues relating to non-arbitrability of the subject matter of the dispute; and 1.(ii) under Section 17 of the Act for restraining MMMPPL from wrongfully terminating the 15 unit franchise agreements. Accordingly, the Ld. Sole Arbitrator has formulated the following preliminary issues apropos deciding its jurisdiction under

---

3. The dispute resolution mechanism under the 15-unit franchise agreements is identical to the dispute resolution mechanism under the MFA.

Section 16 of the Act:

A. Whether or not the present dispute is arbitrable since it involves issues relating to determination of the title, ownership, use and the registered user of the wordmarks viz., 'COOLENTER'S' and 'COOLENTERS'?

B. Whether the disputes under the MFA and unit franchise agreements can be consolidated and adjudicated by the Ld. Sole Arbitrator?

C. Whether the termination of the MFA was illegal and de hors the terms of the MFA itself?

D. Whether the BBFPL was coerced by MMMPPL into signing the minutes of meeting dated 10.12.2021?

E. Whether MMMPPL is entitled to its claims on account of unpaid and outstanding invoices?

24. Prior to the commencement of arguments on the preliminary issues formulated by the Ld. Sole Arbitrator, MMMPPL and BBFPL have agreed to a mediation session to explore plausible avenues for an amicable settlement, failing which, the Ld. Sole Arbitrator will determine the preliminary issues.

Annexure P-1

Relevant clauses of the Master Franchise Agreement

This Agreement is made on 5th February 2017 (the "Agreement") by and between Moo Moo Milk Products Private Limited through its authorized representative viz., Mr. Anil Shantilal Desai (the "Franchisor") having its registered address at 1 Kindergarten, Greenpasture 000001, (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the ONE PART;

AND

Big Boy Foods Pvt. Ltd. **(the "Master Franchisee")**, having its address at 2 Nursery Enclave, Greenpasture 000002, through Mr. Banta Singh (which expression shall unless repugnant to the context or meaning thereof mean and include their heirs, representatives, successors and assigns) of the **SECOND PART**.

Each of the parties mentioned above, are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party".**

WHEREAS:

a) Peter Coolenter, son of Tom Coolenter, is the registered owner of the trademark "COOLENTERS", which is registered under the Trade Marks Act, 1999.

b) The Franchisor, under mutual agreement, dated 1st March 2016 between the Franchisor and Mr. Peter Coolenter, has been granted the right to use the Trademark in connection with the business of manufacturers, producers, processors, buyers, sellers, distributors, dairymen, milk contractors, dairy foreman, millers, purveyor and vendors of milk, cheese, butter in milk, cream, butter, ghee, cheese, condensed milk, and any other dairy/ milk based products etc.

c) The Franchisor has developed methods for establishing, operating and promoting the business of selling milkshakes and similar products using is well-known Trade Mark and the Franchisor's proprietary methods of doing business (the "Licensed Methods"). The Franchisor has spent substantial time, efforts and money in the development and implementation of a unique and proprietary methods.

d) The Franchisor, besides using its Trade Mark and proprietary methods for the purpose of and in connection with the carrying on its own business, also grants licenses, for consideration, to third parties to use the said Trade Mark and Methods as a Master Franchisee or Franchisee with authority to further grant licenses to other parties to operate the Franchised Business under kiosk franchise model.

AND WHEREAS the Master Franchisee is desirous to be appointed a Master Franchisee of the Franchisor for the business of selling milkshakes under kiosk franchise model **(Franchised Business)** and has approached the Franchisor for grant of license for the same.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND AS FOLLOWS:

I. DEFINITIONS AND INTERPRETATIONS

a) **"Agreement"** shall mean this Master Franchise Agreement along with its Schedule, Appendix or Annexure thereto and any mutually agreed subsequent addendum and modifications of this Agreement.

b) **"Brand"** and/or "trademark" shall mean brand name "COOLENTER'S" and/or such other adaptations of these concepts owned.

c) **"Designated Territories"** shall mean Greenpasture, Wakanda and Jhama in the State of Farmnation.

d) **"Effective Date"** shall mean from 5th February 2017.

e) **"Franchised Business"** shall mean the business of selling the Products under Master Franchisee kiosk model under a license from the Franchisor in terms of this Agreement.

f) **"Franchise Fees"** shall mean a lump amount to be paid by the Master Franchisee for obtaining the Master Franchisee rights in the Designated Territory for the initial period of the license.

g) **"Franchised Services"** shall mean the grant of license under this Agreement and the duties and responsibilities of the Franchisor specified in this Agreement.

h) **"Intellectual Property Rights"** shall include all rights as applicable and relating to any Copyright (including right in audiovisual works), trademarks (including logos, slogan, tag lines, domain names, trade names and service marks), patents (including patent applications and disclosures), designs, know how, inventions, recipes, formulae, methods, manuals, proprietary computer program and software, manufacturing process rights and trade secret rights, recognized in any country or jurisdiction in the world of the Franchisor.

xxx

II. GRANT OF LICENSE

a) Based on the representations and warranties of the Master Franchisee, the Franchisor hereby grants and the Master Franchisee hereby accepts non-transferable Master Franchisee Rights in respect of Franchised Business of selling Milkshakes for the territory specified herein below to be availed according to terms and conditions of this agreement;

b) The Master Franchisee is granted the right to appoint Sub-Franchisees to operate Kiosk model franchised outlets in the Designated Territory i.e. Greenpasture, Wakanda and Jhama. The rights that are granted to the Master Franchisee under this Agreement are for the specific territory and cannot extend to any other territory without the prior written approval of the Franchisor.

c) This is the condition of the license granted hereby that the Master Franchisee shall open 15 number of outlet per territory/state within a period of 1 year from the effective date of this agreement. If not achieved MF contracts stands cancelled, at the option of the Franchisor and all the Sub Franchisee will be controlled by the franchisor directly.

d) The Master Franchisee is granted the right to appoint Sub-Franchisees to operate Kiosk model franchised outlets in the Designated Territory i.e. Greenpasture, Wakanda and Jhama. The rights that are granted to the Master Franchisee under this Agreement are for the specific territory and cannot extend to any other territory without the prior written approval of the Franchisor. For the purpose of this agreement, any outlet owned and operated by the master Franchisee itself shall also be treated as a Sub-

Franchised outlet of the master Franchisee and all terms and conditions applicable to a Sub- Franchisee shall be applicable such Sub-Franchised outlet also.

e) The License, and this agreement shall be effective from the Effective Date and shall remain in full force and effect for a period of 5 (five) years from the effective date unless terminated in accordance with the provisions of this Agreement. The Master Franchisee may upon 2 (two) months written notice prior to the expiry of the Agreement, convey to the Franchisor of its intention to further renew the Agreement.

XXX

III.FEES, PAYMENT TERMS, DUTTES & OBLIGATIONS OF THE MASTER FRANCHSIEE

a) In consideration of the license granted by the Franchisor hereunder, the Master Franchisee agrees, and undertakes, to pay to the Franchisor the following:

Franchise Fees of Rs 30,00,000/- (Rupees Thirty Lacs Only) per territory/state, shall be paid in advance, at the time of execution of this agreement for the initial period of licence i.e. five years; and

Franchise Fee shall be @ Rs. 6,00,000/- per annum per territory/state for the first five years of the agreement.

b) In case the agreement get terminated before expiry of its term the Brand Royalty Fee shall be payable till the end of the month in which effective date of termination falls. As such, the fee paid for that month in advance shall not be refundable. Any Brand Royalty Fee paid in advance, if any, for the period beyond the aforesaid month shall be refunded in full.

c) Within 30 days from the effective date of this Agreement, the Master Franchisee shall deposit a sum of INR 5 Crores as an irrevocable and unconditional bank guarantee from a scheduled bank in Farmnation and in favour of the Franchisor.

Upon termination of this Agreement, the Franchisor shall, without prejudice to other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the bank guarantee as damages with a prior notice to the Master Franchisee.

IV.TERMINATION

a) Notwithstanding anything stated under this Agreement, but subject to provisions of this Clause, this Agreement shall be valid and subsisting from the Effective Date namely 5th February 2017 and shall remain in full force and effect for a period of 5 (five) years from thereon till its expiry on 4th February 2022, unless terminated earlier as mentioned hereinafter.

b) The rights and licenses granted to the Master Franchisee under this Agreement have been granted in reliance on the representations and assurances given by the Master Franchisee, among others made herein, that the conditions and obligations set forth in this Agreement shall be performed in a timely and diligent manner. The same shall however, be revoked and this Agreement shall at the sole option of the Franchisor terminate forthwith without the Franchisor having served a notice to the Master Franchisee upon the happening of any of the following events, during the term of this Agreement:

(i) If the Master Franchisee is adjudicated bankrupt, declared insolvent, or a court appoints a receiver for any property or part thereof owned or possessed by the Master Franchisee, or makes a general assignment for the benefit of creditors, or a resolution is passed to wind-up, or suffers the filing of a voluntary or involuntary bankruptcy petition which may not be dismissed within a period of 30 (Thirty) days after filing the petition.

(ii) If the Master Franchisee commits breach or is in violation of any of the provisions of this Agreement or defaults in performance of any of its obligations set out under this Agreement.

(iii) If the Master Franchisee fails to honour any of its monetary obligations arising from and by virtue of this Agreement, outstanding and due to the Franchisor, and the same is not cured within a maximum period of 30 (thirty) days after having served a written notice by the Franchisor of such failure to the Master Franchisee.

(iv) If the Master Franchisee abandons its operations, by failing to operate the Franchised Business in the manner desired by the Franchisor, for a period of 30 (thirty) days, or any shorter period after which it shall be deemed reasonable under the facts and circumstances to conclude that the Master Franchisee does not intend to continue to operate Franchised Business, unless such failure to operate is due to fire, flood, earthquake or any other similar acts of God or natural disasters, or acts of war, beyond the control of the Master Franchisee.

(v) If the Master Franchisee is prosecuted for a criminal offence or any of the Master Franchisee's partner(s), directors(s), promoter(s), lead management, as the case may be, are prosecuted for a criminal offence.

(vi) If the appointment or continuance of the Master Franchisee under this Agreement is likely to result, in sole opinion of the Franchisor, in any loss of goodwill, reputation, status or standing of the Franchisor.

(vii) If the Master Franchisee makes false claims for monetary re-payment or refund of any amount in relation to the Franchised Business, including

but not limited to amounts not due as per the books of the Franchisor or not specified under the provisions of this Agreement.

c) This Agreement may also forthwith be terminated:
(i) in the event of change in applicable laws or regulations making this Agreement incapable of being performed according to its terms, subject to a reasonable notice period as may be allowed under law, and
(ii) in the event of any statutory or government license, permission or registration if required to be obtained by the Master Franchisee, is not obtained or the same is subsequently withdrawn, cancelled, or nullified subject to a reasonable notice period as may be allowed under law.

V.CONSEQUENCES OF TERMINATION

a) All the rights of the Master Franchisee contemplated under this Agreement shall cease to exist with effect from the date of termination.

b) The Franchisor shall not be liable in any manner to the Master Franchisee or any other party by virtue of termination of this Agreement for any reason whatsoever, or for claim for any loss of goodwill, anticipated profits, for loss(es) arising on account of any expenditure, investment, capital improvements or any other commitments made by the Master Franchisee in connection with the Franchised Business made in reliance upon or by virtue of appointment of the Master Franchisee under this Agreement.

c) The Master Franchisee or any of its employees, agents or representatives shall not represent as associated with the Franchisor in any manner thereafter.

d) The Master Franchisee shall:

(i) immediately cease to use in any way whatsoever, any and all the Brand(s) along with any other trade names, logos, tag lines, service marks, slogans, domain names, devices, insignia, procedures or methods of the Franchisor, which may be associated with the Intellectual Property Rights of the Franchisor or the Confidential Information;

(ii) return to the Franchisor or otherwise dispose/ destroy as per the written instructions of the Franchisor all the promotional materials, signs, advertising materials, stationery, invoices, forms, specifications designs, records, data, samples, models, programs and drawings, and other materials relating to any Advertising undertaken by the Master Franchisee;

(iii) remove and cause to be removed all signs or advertisements identifiable in any way with the name or Brand of the Franchisor and in the event of failure to do so, to permit the authorized agents of the Franchisor to enter on the Premises and do the needful;

(iv) return to the Franchisor all copies of the Standard Operating Manual and any other training materials, manuals, books possessed by the Master Franchisee;

(v) return to the Franchisor all information, manuals, documentation, business strategies, future marketing plans, future business model and all other Confidential Information of the Franchisor in possession of the Master Franchisee.

e) In the event of surrender of rights/ Termination of this Agreement,
(i) an advertisement regarding the same may be published in the first choice English language daily newspaper and first choice Regional Language Daily newspaper declaring change in rights or license due to transfer, surrender or termination of the same.

(ii) the Master Franchisee shall arrange to hand over all the Confidential Information, Intellectual Property Rights, business plans and strategies developed by the Master Franchisee or obtained by it by virtue of performance of the obligations of the Master Franchisee under this Agreement within a period 30 days from the date of Termination.

f) The Master Franchisee shall further and forthwith upon such termination cease using the telephone lines the numbers whereof have been publicly associated with the outlet of the Master Franchisee and its Sub Franchisee's and shall do all such acts and things including the signature of any document which may be necessary to ensure that the future use of such telephone lines by the Franchisor is assured.

g) The Master Franchisee shall further and forthwith upon such termination cease the use of all material of any nature the Intellectual Property Right whereof is vested in the Franchisor or where the continued use thereof would in any way infringe the Franchisor's rights.

h) The Master Franchisee covenants that during the term of this Agreement and for 5 years after its termination or expiry it will not either directly or indirectly divert or attempt to divert to a competing establishment any business of any franchised outlet of the Brand.

i) The expiry or termination of this Agreement for any reason shall not give the Master Franchisee the right to claim any compensation, indemnity or reimbursement whatsoever from the Franchisor by reason of such termination (including without limitation for any alleged toss of profit, clientele or goodwill, or third party claims).

j) The Master Franchisee agrees that the restrictions contained in this Agreement are reasonable in order to protect the legitimate business interests of the Franchisor, and the Master Franchises irrevocably waives any defenses to the strict enforcement of such restrictions by the Franchisor. The Master franchisee agrees that failure to adhere to the restrictions contained in those Clauses will constitute unfair competition to the Franchisor, and acknowledges the impossibility of accurately determining the tangible and intangible damages, which the Franchisor will suffer if the Master Franchisee breaches any of those restrictions. Accordingly, the Master Franchisee agrees to the grating without prior notice (to the extent that applicable notice requirements may be waived) of temporary and permanent injunctions against any such breach, and indemnify the Franchisor for all costs and expenses (including all legal fees and other expenses on a full indemnity basis in accordance with accounts actually rendered) incurred by the Franchisor in seeking to obtain such injunctions or maintaining the same, or obtaining any other relief.

k) The Master Franchisee shall publish or cause to be published in 2 newspapers one being in English language and another in regional language inter alia mentioning about the termination of this Agreement entirely at the cost of the Master Franchisee.

l) Notwithstanding anything stated herein above, it is understood and agreed by the Master Franchisee that in the eventuality of expiry/termination of Master Franchisee Agreement between the Franchisor and the Master Franchisee before the expiry/termination of agreement with any of the Sub- Franchisee of the Master Franchisee, that Sub-Franchisee shall automatically become a direct Franchisee of the Franchisor from the date of termination / expiry of the Agreement between the Franchisor and the Master Franchisee and all obligations and responsibilities of the Sub-Franchisee under this agreement towards the Master Franchisee shall, from aforesaid date, be deemed to have been undertaken by the Sub-Franchisee towards the Franchisor and from that date onwards all payments towards royalty etc shall be made by the Sub-Franchisee directly to the Franchisor. Notwithstanding the aforesaid, the Franchisor shall not be responsible/ liable, in any manner and to any extent, to the Master Franchisee or the Sub-Franchisee for any financial transaction/ obligation/ liability of the Sub- Franchisee with/ towards the Master Franchisee or vice-versa for the period prior to the date of Sub-Franchisee becoming the direct franchisee of the Franchisor by virtue of this clause.

VI.TERM

a) The term of this Agreement begins on the date this Agreement is fully executed and ends 5 years later, unless sooner terminated as provided herein. The period of first twenty-four months shall be considered as lock-in period during which agreement cannot be terminated except for the reasons stated in clause IV hereinabove. After the expiry of lock-in period either party may terminate upon 30 days notice without signing any

VII. DISPUTE RESOLUTION

a) Any and all disputes ("**Disputes**") arising out of or in relation to this Agreement between the Parties hereto or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof, shall be referred to arbitration in accordance to the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The Parties may mutually agree either before commencement of arbitral proceedings or during the arbitral proceedings (before publishing of the arbitral award) to resolve the Disputes amicably through mediation within a period not exceeding ninety (90) days from the date of such reference.

b) The place of arbitration shall be Greenpasture and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator to be appointed by the mutual agreement of the Master Franchisee and Franchisor herein.

c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his/her office for any reasons whatsoever, the Franchisor aforesaid shall nominate another person to act as the Sole Arbitrator.

d) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

VIII. GOVERNING LAW AND JURISDICTION

a) The validity and interpretation of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties to this Agreement shall be construed and governed under the laws of Farmnation.

b) This Agreement and all the matters related thereto shall be subject to the exclusive jurisdiction of the Courts at Greenpasture only and no other Court shall have jurisdiction for the same.

IX. MODIFICATION

a) The Master Franchisee acknowledges that the Franchisor may modify its standards and specifications and operating and marketing techniques set forth in the Operations Manual unilaterally to the extent which the Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Brands/Trademarks and the quality of the Licensed Methods.

BEFORE SIGNING THIS AGREEMENT THE MASTER FRANCHISEE HAS READ IT CAREFULLY AND HAVE UNDERSTOOD THE SAME WITH THE ASSISTANCE OF ITS LEGAL COUNSEL.

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above set forth.

Sd/-

For Moo Moo Milk Products Private Limited
(Through its Authorized Representative)
Mr. Anil Shantilal Desai
Authorized Representative/Director

Sd/-

For Big Boy Foods Private Limited
(Through its Authorized Representative)
Mr. Banta Singh,
Authorized Representative/Director

Annexure P-2

Relevant Extracts of the Directors' Report

Directors' Report for the year ended on 31st March 2018

The said report details in its Financial Highlights that "the total revenue of the company for the financial year 2017-18 was INR 27.34 crore, as against INR 3.71 crore in the previous year, registering more than sixfold increase. It$_2$ is mainly attributable to the expansion of business by the company through franchise module.

Directors' Report for the year ended on 31st March 2019

The said report also details in its financial highlights that "the total revenue of the company for the financial year 2018-19 was INR 60.47 crore, as against INR 27.34 crore in the previous year, registering a phenomenon, growth of 121% over the previous year. This has been possible through continuous territorial expansion with focus on our increased presence at prime locations across the country to increase our reach to more and more people with our unique flavours of premium milkshakes served with smile.

Annexure P-3

Relevant Extracts of the Directors' Report

-

Directors' Report for the year ended on 31st March 2020

-

The said report also details in its financial highlights that "the total revenue of the company for the financial year 2018-19 was Rs. 57.04 crore, as against Rs. 60.47 crore in the previous year, registering a prenominal decline in growth of 5.66% over the previous year primarily owing to the severe impact of COVID-19 pandemic and change in the policies of MMMPPL.

.

Annexure P-4

Relevant extracts of the Minutes of Meeting dated 10.12.2021

Minutes of Meeting held on 10.12.2021 at 5:00 pm between representatives of Moo Moo Milk Products Pvt. Ltd. ('MMMPPL') and Big Boy Foods Pvt. Ltd. ('BBFPL') at the corporate office at MMMPPL

1. Master Franchise Agreement to come to end w.r.t. all territories with immediate effect. However, BBFPL will be entitled for share of royalty from Sub-franchisee till the end of December 2021. Thereafter all royalties to be collected by MMMPPL directly from all franchisees.

2. Master Franchise owned outlets to continue on existing commercials.

3. Franchise Fee of unexpired period for all outlets shall not be returned by BBFPL as this was a one-time fees and not charged on recurring basis.

4. Henceforth, outlet managers of all outlets to be on MMMPPL's roles and MMMPPL shall work out a way to avoid the GST incidence on the salaries of outlet managers of existing MF-COCO outlets. Any past dues of any manager shall be to the account of BBFPL and shall be settled directly by BBFPL.

5. Balance royalty for the month of December 2021 to be paid by BBFPL by the end of December 2021.

6. A concrete plan to be provided by BBFPL to MMMPPL for squaring up the existing dues in their accounts. The ledgers will be reconciled by both parties to come to a final amount. Any credit notes if mutually agreed shall be issued by MMMPPL to BBFPL. The entire outstanding to be squared up within two months from today.

7. Subject to BBFPL clearing all its dues within the time stated in paragraph no. 6 above, MMMPPL shall waive the interest charged for the period upto October 2021.

8. Both parties shall sit again within a week to take this transition process forward.

9. Both parties shall execute any and all such documents that may be required to give effect to the above mutual understandings and shall cooperate with each other for a smooth transition ensuring no harm/ damage to the reputation and goodwill of the brand (COOLENTERS).

10. Any amounts accepted by BBFPL on any account whatsoever from any prospective Franchisee that has not materialized yet shall be refunded by BBFPL to the respective franchisees.

11. All existing liabilities of BBFPL towards any third party shall be settled and cleared directly by BBFPL.

12. No parties shall make any claim on each for any future opportunity cost.

13. Any existing outlets of MMMPPL operating in the existing Master Franchise territories of BBFPL shall henceforth be independent outlets of MMMPPL for all purposes and BBFPL shall no claims for any royalty etc.

Sd/-

For Moo Moo Milk Products Private Limited
(Through its Authorized Representative)
Mr. Anil Shantilal Desai
Authorized Representative/Director

Sd/-

For Big Boy Foods Private Limited
(Through its Authorized Representative)
Mr. Banta Singh,
Authorized Representative/Director