



Lviv Moot
Court Society

Moot Court Society of Lviv

25th Willem C Vis International Commercial Arbitration Moot Court Competition

Ivan Franko National University of Lviv,

FACULTY OF LAW

SELECTION ROUNDS OF 2017-2018 VIS MOOT SEASON

Procedure:

1. The call for participants of 2017-2018 Vis Moot season will contain three steps.
 - 1.1. First step is the filling of google form for participation in the selection rounds. If you're reading this, you have successfully completed this stage of the selection. Congratulations!
 - 1.2. Second step is preparing of the contest tasks. You have to prepare the following documents: your CV (1), statement of purpose in English, where you should express your personal reasons and motivation to participate in the Vis Moot (2) and prepare the task for oral interview (3). The task for oral interview will be listed below.

You do not need to send the task for oral interview (3) in written form necessarily, nevertheless be ready to present the outcome of your research during the interview. The CV and statement of purpose shall be exclusively sent to the following address: lvivvismoot@gmail.com

Any questions regarding this specific call for applications must be sent till 03.06.2017 at the latest in English or Ukrainian, and shall be sent to lvivvismoot@gmail.com with the following reference in subject: QUESTIONS: 2017 – VIS MOOT SELECTION.

Applications must be received **till 08 June 2017**. Applications received after the above mentioned date will not be considered.
 - 1.3. Third and final step is the oral interview, which will be conducted by the Members of the Board of Moot Court Society of Lviv. Candidates who successfully complete the second stage of the contest are informed about the exact time of an interview. The oral interview rounds take place 10-11 June 2017 in Lviv.

Candidates, who complete three stages and are selected as a consequence of oral interview, **will be admitted as team members of the team of Ivan Franko National University of Lviv for participation in 25th Willem C Vis International Commercial Arbitration Moot Court Competition.**

TASK FOR AN INTERVIEW

Case:

The CLAIMANT, is a wine merchant specialised in top quality wines for the collectors' and high end gastronomy markets. Over recent years it has consistently increased its market share in a highly competitive market. Because of its high end customer base Claimant sells only "Mata Weltin" wines of diamond quality. Diamond quality "Mata Weltin" has a minimum alcohol content of 12.5 vol% and has been judged as being on a par with the best white wines in the world.

The RESPONDENT, is one of the top vineyards in the region of Claimant's place of business. It is the only vineyard that has won the gold medal for its diamond "Mata Weltin" in each of the last five years.

Respondent has sold Claimant diamond "Mata Weltin" wines for the last 6 years with great success. The base of the Parties' economic relationship is a framework contract concluded between. The framework contract provides in essence that, every year, CLAIMANT would buy a certain minimum number of bottles from RESPONDENT which in return committed to deliver bottles up to a maximum amount of 10.000 bottles. The exact amount will be determined every year by orders placed by CLAIMANT at the end of the year and normally before negotiations with other customers start.

The last year CLAIMANT ordered from RESPONDENT the maximum amount of guaranteed bottles under the contract which are 10 000 bottles. CLAIMANT received a letter from RESPONDENT stating that it would only deliver 4.500 – 5.000 bottles of the ordered wine. The RESPONDENT claimed that because of the harvest having yielded a much smaller than usual quantity of diamond "Mata Weltin" wines, it is not able to fulfil the CLAIMANT'S entire order. RESPONDENT stated that it had opted to fulfil its contractual obligation with its customers on a pro rata basis in order to maintain business relationships with all of them.

The arbitration proceedings has been initiated subsequently as parties didn't reach an amicable solution. However CLAIMANT stated that he is not able to calculate its damages and questioned the certainty of Respondent concerning its relations with third parties. CLAIMANT asked Arbitral Tribunal to order RESPONDENT to provide to CLAIMANT all documents from the period of contractual relations, all communications between RESPONDENT and CLAIMANT in regard to the purchase of diamond Mata Weltin and any contractual documents, including in particular all documents relating to the number of bottles purchased and the purchase price of Mata Weltin with other customers of RESPONDENT (to grant document production).¹

Questions:

What "document discovery" concept in international commercial arbitration is about? Are there any differences between the terms "document discovery", "document production" and "disclosure of documents"? Do any differences to the application of these terms in Civil Law countries and Common Law countries exist? What are the mechanisms to overcome these distinctions, if any, in international commercial arbitration nowadays? Should the Arbitral Tribunal order RESPONDENT to produce the documents requested by CLAIMANT?

How do you understand the term "pro rata basis" from the case?

Please, ensure an excellent knowledge of the facts before an interview takes place. Be ready to comment your understanding of the facts and give further reflections.

Good luck!

Prepared by: Igor Muryn

¹ Association for the Organisation and Promotion of the Willem C. Vis International Commercial Arbitration Moot 8 Prof. Dr. Stefan Kröll, case extract of 23th Willem Willem C. Vis International Commercial Arbitration Moot.