



Shardul Amarchand Mangaldas

3rd RGNUL National Negotiation  
Competition,  
2023

# GENERAL INFORMATION FINALS

3rd - 5th November, 2023



**EBC**



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## **3rd RGNUL National Negotiation Competition - Finals**

### **“The Last Dribble: Aftermath”**

#### **Background of the Parties**

##### **Andrea Baggio**

Andrea Baggio is a professional football player widely regarded as one of the best to have ever played the game. He dedicated much of his career to European football, where his exploits enraptured fans and brought silverware to his teams. His sublime vision, silky touch, and uncanny awareness on the field terrorised the opposition for years and earned him the sobriquet “Fantastic Signor Fox.” Even statistically, Baggio eclipsed his peers in terms of goals and assists. Over a long career spanning two decades, he suffered multiple alarming injuries that threatened to snuff out his ethereal elegance. Undaunted, Andrea reinvented his style of play each time and returned as if born anew. He culminated his European career at the pinnacle of club football after winning the only bit of glory that had eluded him – the vaunted 2020 European Champions League - in a campaign which was dubbed by pundits and fans alike as “the Last Dribble.”

##### **Patiala Peaches**

Patiala Peaches is an upstart team in the Indian Association League (“**IAL**”) owned by Mr. Amaan Kunwar, a technology magnate with a visceral passion for the sport. Having made his fortune by capitalizing on India’s nascent strides in the IT industry at the turn of the millennium, Mr. Amaan Kunwar seized the opportunity to have a team of his own when the IAL was established in 2013. His investment showed promise initially when the team managed decent results and placed in the top half of the league in its debut season. However, the number of victories tapered off in time. Patiala Peaches came to be a perennial feature near the bottom of the league table, frequently on the cusp of relegation.

#### **Background of the Dispute**

In 2021, Baggio surprised football fans worldwide by joining the Patiala Peaches at the age of 36. He was attracted to India by the promise of the IAL whose popularity and influence were soaring in Asia. Mr. Amaan Kunwar gave Baggio an incomparably lucrative deal. The two-year contract made him the highest-paid player in the history of the IAL.

Baggio’s arrival in India brought a string of firsts for it as a footballing nation. Official shirt sales boomed, attendance at football stadiums went through the roof, social media engagement of the IAL and Patiala Peaches skyrocketed, and the popular appeal of football as a sport reached unprecedented levels. Baggio ran

circles around the opposition in his first season in India, setting goalscoring records in the league. He registered 30 goals in 20 games and led the league in most attacking statistics in the 2021-22 season. Despite his exploits, the Patiala Peaches fell short of winning the title because of their defensive lapses and tactical woes. Baggio also enjoyed success outside the field, with his clothing and nutritional supplements business registering decent profits.

Eyeing the IAL title as well as the Asian Champions League, which no team in Indian history had ever clinched, Mr. Amaan Kunwar brought decorated European manager Limerick Tag on board. Limerick received a three-year contract with the highest wages for a manager in the league. While in Europe, Limerick had earned his reputation as a tough taskmaster with a pragmatic approach to football. He was known to demand absolute adherence to his vision and decisions for his teams, which veritably caused him to lock horns with some of the bigger players in his squads over the years.

During the same transfer window, more high-profile footballers made their way to the IAL via big-money transfers than ever before, ostensibly because of Baggio's influence. Although Patiala Peaches' competition was strengthened by the arrival of European players, the management and fans were confident of a thumping success in Baggio's second campaign with Limerick at the helm. However, the team suffered a rude awakening.

## The Dispute

Limerick ran a tight ship and demanded a high defensive work rate from all players, including Baggio. Patiala Peaches had invested heavily in the coaching staff but failed to plug in the defensive failings in their setup. The team's young academy prospects proved to be disappointing and couldn't secure their place in the first team. Surprisingly, Baggio's goals dried up which exacerbated the team's troubles. He even missed a few games due to injuries, finishing the 2022-23 season with only 8 goals to his name while the top scorer of the league bagged 15 goals. The team fell to the bottom half of the league table, far from replicating the successes of the previous season.

Through the course of the season, the relationship between Limerick and Baggio soured as the team's results fell off a cliff. What started as quiet disagreement evolved into a public spat, with Limerick dropping Baggio from the team or giving him only a handful of minutes towards the end of the campaign. Things took a turn for the worse when Baggio publicly accused Limerick of disrespecting him and being tactically rigid and inept. Limerick reacted by stating that Baggio threw a wrench into the team's tactical formation with his low defensive output, calling him a dying star who cannot pull his weight or justify his wages because of his past injuries.

This falling-out opened a can of worms for the entire management. Baggio's complaints about the use of his likeness for sugary drinks and alcoholic product advertisements, which is contrary to his personal beliefs, also went public. He criticized the condition of the team's training and recovery facilities and equipment along with the incompetence of its medical staff as being antithetical to its touted ambitions. Andrea even grouched about having to appear in too many promotional events which seemed to preoccupy the club's management.

Now that Baggio's contract has run out, sports analysts surmise that Limerick would prefer to offload Baggio to free up the budget to acquire better defensive players. Media reports suggest that Patiala Peaches lack the requisite funds for a tactical rebuild with Baggio and Limerick's high wages on the books. The press has also been abuzz with speculations of Baggio's next possible destination at the twilight of his career and the potential offers he will receive.

Ahead of the 2023-24 season of the IAL, Mr. Amaan Kunwar (Requesting Party) and the General Counsel for the Patiala Peaches requested to meet with Baggio and his lawyer-agent (Responding Party) to discuss the player's future with the club. The parties have agreed to meet on 5<sup>th</sup> November 2023 for a round of negotiation.

**Annexure A: Relevant Terms of Contract between Andrea Baggio and Patiala Peaches.**

**Annexure - A**

**Relevant Terms of the Contract**

**Between:**

**Andrea Baggio**

**&**

**Patiala Peaches**

**3.1** The Club shall:

- (a) pay the Payments in accordance with the Contract;
- (b) supply all playing apparel (excluding footwear and goalkeeping gloves); and
- (c) make deductions from Payments only if authorised by the Player in writing or by operation of Law.

**4.1** The Player shall:

- (a) play football exclusively for the Club;
- (b) play all Matches to the best of his ability and skill and in accordance with the Laws of the Game;
- (c) wear playing apparel as provided by the Club when performing his obligations under this Contract;
- (d) punctually attend all Matches and official training sessions and functions; and
- (e) comply with all reasonable directions of the Club in relation to transport and behaviour and dress when making any public appearance for the Club.

**4.2** The Player shall not enter into any contract during the Term that would affect his ability to perform his obligations under this Contract.

**5.1** The Club shall:

- (a) provide a playing, training and travelling environment that is free of any unreasonable risk to the player's health and safety;
- (b) ensure reasonable medical facilities are available at each home Match; and
- (c) continue to pay the player Payments while he is injured if the injury was sustained out of or in the course of his casual employment with the Club.

**5.2** The Player shall:

- (a) make full, complete and ongoing disclosure to the Club of any physical condition he is aware of, or any injury or illness he may suffer, that might impair the performance of his obligations under this Contract;
- (b) promptly submit to any fitness testing, medical examination or other testing in relation to his health and fitness as a professional footballer that the Club may reasonably require.

**6.1 The Player:**

- (a) grants the Club the right to use his name or image in a Club Context in any medium for marketing and promotional activities of the Club, the Club's club branded and football related products or services (including such products or services which are endorsed by or produced under licence from the Club);
- (b) shall respond to any request by the Club to participate in a promotional or game development activity, including personal appearances for sponsors or coaching clinics (provided the player is able to attend and his expenses of participation are met); and
- (c) shall co-operate with the Club, the media (in particular the holders of any broadcast rights), sponsors or any other person reasonably required in relation to any promotional activity;
- (d) agrees that the Club shall be entitled to use, in a reasonable manner and so as not to bring the Player into disrepute, the name, the nickname, signature image, voice, film portrayal and other characteristics of the Player in connection with manufacture, selling, distribution, licensing and promotion of items of official Club merchandise relating to the Club and its players.

**6.2 The Player must not:**

- (a) participate in any personal promotional activities if the products or business of that personal sponsor are in competition with the products or business of a Partner/Sponsor of the Club;
- (b) engage in any marketing or promotional activities that may bring the Club or the game of football into disrepute.
- (c) either on his own behalf or with or through any third party undertake promotional activities in a Club Context nor exploit the Player's Image in a Club Context in any manner and/or in any Media nor grant the right to do so to any third party.

**7.1 The Club may terminate this Contract by giving written notice to the Player if:**

- (a) he is in breach of a material term of this Contract and fail to remedy that breach within fourteen (14) days after receiving written notice requiring him to do so;
- (b) he is found to be guilty of proven serious misconduct;
- (c) he is convicted of any criminal offence where the punishment consists of a sentence of imprisonment of three months or more.