

Case File #45/202X

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OFFICE MEMORANDUM:

Proposed Mediation Proceedings – Joint Regional Rapid Transport Committee & Rusteze S.A.

This memorandum is issued to place on record that a dispute has arisen between **Rusteze S.A.**, a renowned railway construction company based in the Pasari region and the **Joint Regional Rapid Transport Committee**, jointly constituted by the governments of **Kahari and Unyara**, under the Kahari–Unyara Strategic Infrastructure and Connectivity Cooperation Treaty.

It has been represented that, despite the project having reached the midpoint of the contractually agreed timeline, approximately **40% of the construction work remains incomplete**, allegedly in deviation from the agreed milestones.

The contract governing the project contains an arbitration clause mandating the exhaustion of **pre-arbitral dispute resolution mechanisms**, including mediation. In compliance with the said clause, the parties are required to participate in mediation prior to invocation of arbitration.

Counsel for both parties are hereby informed that mediation proceedings are proposed to be scheduled shortly, subject to confirmation of availability and procedural formalities.



OFFICIAL REPORT

In the matter of
Joint Regional Rapid Transport Committee (JRRTC)
and
Rusteze S.A.

05th March 2026

1. Nature of the Present Dispute

The Kahari–Unyara Rail Project originated under the Kahari–Unyara Strategic Infrastructure and Connectivity Cooperation Treaty as a phased initiative. The railway was structured under the Trans-Kahari Unyara Pasari Rail Engineering, Procurement and Construction (EPC) Agreement. In the Agreement, the Phase I (July 2022 to July 2025) was for a stretch of 297 km while Phase II (July 2025 – July 2027) was for a stretch of 200 km. An extension of three months was given for the construction post Variations suggested by JRRTC. The present dispute arises exclusively within Phase II and concerns issues pertaining to contractual performance delays, extensions of time, and milestone compliance during execution.

2. Origin of the Contractual Relationship

Pursuant to the bilateral infrastructure cooperation treaty between the Kingdom of Kahari and the Democratic People's Republic of Unyara, signed in mid-2021, under which the development of the cross-border standard gauge railway corridor was identified as a priority and expedited project component, the two States jointly constituted the Joint Regional Rapid Transport Committee (JRRTC) as the designated implementing authority for its execution.

In furtherance of the Treaty, JRRTC issued a tender process and it was finalised in June 2022. Following a competitive evaluation, the Trans-Unyara Pasari Rail Engineering, Procurement and Construction (EPC) Agreement was awarded to Rusteze S.A on 06th July, 2022.

The Project formally commenced thereafter, with construction activities progressing during 2024–2025, marking the mid-point of the contractual execution period. Under the agreed timeline, the Project is scheduled for completion in 2027.

3. Background of Rusteze S.A.

Rusteze S.A. is a multinational infrastructure and engineering company with substantial experience in the execution of **large-scale transport and rail infrastructure projects**, including modern and high-capacity railway networks across multiple jurisdictions.

The company has previously undertaken projects involving complex regulatory environments, coordination with public authorities and integration of engineering, procurement, and construction functions.

Rusteze's has a demonstrated technical capacity, prior experience with cross-border infrastructure initiatives, and ability to operate within joint governance and regulatory frameworks.

4. Project Delays and Operational Challenges

As of the date of the Notice of Dispute, Phase I i.e. approximately **297 kilometres** of the railway corridor have been constructed and completed. Phase II, the remaining **200 kilometres** of the alignment remains under construction, with progress lagging. During the course of execution, the project encountered a series of developments that affected progress and caused significant delays, including:

- 1) **Environmental and cultural constraints**, where certain portions of the originally designed alignment intersected with protected national park areas and culturally significant sites claimed by the *Astredi* community, necessitating design modifications in identified stretches of the route;
- 2) **Technical setback**, including the failure of preliminary test of a project segment, requiring further review and corrective action before progression to subsequent phases.

These events occurred against the backdrop of an ongoing construction schedule and interacted with the contractual mechanisms governing variations, extensions of time, and performance obligations. After the Notice of Dispute between the parties an issue of security-related disruptions to the project have become a concern. There was an incident involving an armed mob of the *Astredi* community overrunning one of the construction sites, resulting in damage to equipment, temporary suspension of works, and operational disruption.

5. Attempts at Amicable Resolution

Following the emergence of delays and related concerns, the parties engaged in discussions and negotiations through coordination meetings, correspondence, and contractual processes to address design changes, timeline implications, and responsibility for delay. Despite these efforts, the parties have been unable to reach a consensus on the attribution of delays, the adequacy of extensions of time granted, and the consequences flowing from continued non-adherence to revised milestones. As a result, differences remain unresolved.

In accordance with the dispute resolution provisions of the construction contract, which mandate the exhaustion of pre-arbitral mechanisms, the parties have agreed to participate in mediation to again attempt a negotiated resolution of the dispute.

6. Notice of Dispute

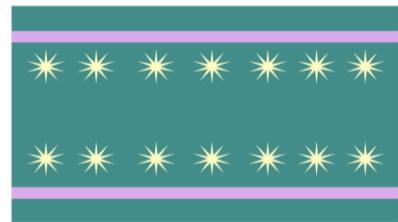
The present mediation has been triggered following the issuance of notice alleging non-compliance with revised milestones and reserving the right to invoke contractual remedies. In light of the mandatory pre-arbitral consultation and mediation, the parties attempted to resolve the issues through consultation, however it did not produce an outcome acceptable to both parties. Thus, they now intend to adopt the medium of mediation to resolve the dispute while protecting the parties shared interest in avoiding work suspension or escalation to arbitration. The dispute has, thus been referred to the TARDIS Mediation Centre.

Regards,
Case Manager
Emma Stone

LIST OF DOCUMENTS

Exhibit	Document	Date
Exhibit A	Kahari–Unyara Strategic Infrastructure and Connectivity Cooperation Treaty	09 th June 2021
Exhibit B	Trans- Kahari- Unyara Pasari Rail Engineering, Procurement and Construction (EPC) Agreement	06 th July 2022
Exhibit C	News Article: Pasari Region Takes Major Step Towards Regional Rail Integration	03 rd Aug. 2022
Exhibit D	Email Thread to Setup Meeting to Discuss Design Modifications	16 th June 2025 – 22 nd June 2025
Exhibit E	Record of Coordination Meeting	29 th June 2025
Exhibit F	Sentinel Shield Act, 1957	1957
Exhibit G	Notice of Dispute to Rusteze	1 st Jan. 2026
Exhibit H	Report by the Print Unyara on the attack on Rusteze site	24 th Jan. 2026
Exhibit I	Emergency call from the Incident	22 nd Jan. 2026

EXHIBIT- A



**Kahari–Unyara Strategic
Infrastructure and Connectivity
Cooperation Treaty**

TECHNICAL AND IMPLEMENTATION PROVISIONS RELATING TO THE STANDARD GAUGE RAILWAY PROJECT CONCERNING THE KAHARI-UNYARA RAIL PROJECT

PREAMBLE

The Kingdom of Kahari and the Democratic People's Republic of Unyara (hereinafter collectively referred to as "the Parties"), recognising the strategic and economic importance of establishing a cross-border standard gauge railway corridor to enhance regional connectivity and sustainable development, and desiring to implement the Kahari–Unyara Rail Project under a coordinated institutional framework, agree that the Project shall be executed in two phases.

ARTICLE I - IMPLEMENTING AUTHORITY

1. The Parties designate the Joint Regional Rapid Transport Committee (JRRTC) as the joint implementing entity to supervise, in the name and on behalf of the two Governments, all matters concerning the construction and operation of the Kahari–Unyara Rail Project ("Project")
2. The JRRTC shall have the following functions and powers, in addition to those otherwise provided in this Treaty:
 - a. To supervise and coordinate the planning, design, tendering, testing, commissioning, and phased operation and maintenance of the Project;
 - b. To enter into and administer contracts with third-party contractors, including the power to issue instructions, approve variations, grant extensions of time, and manage performance securities and delay damages in accordance with the terms of such contracts;
 - c. To approve technical standards, materials, specifications, and design modifications, taking into account efficiency, interoperability, environmental performance, cultural and ecological protection, and conditions of external financing;
 - d. To coordinate with national authorities on regulatory approvals, land acquisition, labour, and security measures during the construction phase;
 - e. To liaise with the Safety Authority established under Article IV and to implement or enforce its recommendations and directives;
 - f. To oversee phased development and determine the timing and conditions for transition of sections from construction to operations and maintenance.

ARTICLE II - PROTECTION AND SECURITY

1. Parties shall take all necessary and appropriate measures to protect the Kahari–Unyara Railway Line and its associated infrastructure from any threat, damage, sabotage, unlawful interference, civil unrest, or other risks that may compromise its safety, integrity, or efficient functioning.
2. During the construction and pre-commissioning phases, the Parties shall continue to provide facilitation and support to JRRTC and the Contractors.

3. This obligation shall apply upon the commissioning and entry into operational service of the railway line or any of its sections.

ARTICLE III - PHASED DEVELOPMENT AND TRANSITION

1. The Project may be implemented in stages.
2. The JRRTC shall determine the timing and conditions under which sections of the Project transition from construction to operations and maintenance.
3. Transitional arrangements may take into account operational readiness and revenue considerations.

ARTICLE IV - SAFETY AUTHORITY

1. The Parties hereby establish the Kahari–Unyara Rail Safety Authority ('the Safety Authority') as an independent body responsible for safety oversight of the entire Project lifecycle, from construction through operations.
2. The Safety Authority shall be composed of:
 - a. An equal number of nominees from Kahari and Unyara;
 - b. Two independent international experts with recognised expertise in railway safety, nominated jointly by the Parties;
 - c. A Chairperson appointed by consensus or, failing which, by rotation between the Parties.
3. The Safety Authority shall operate independently of the JRRTC, the contractor(s), and the Governments in the performance of its assessments. It shall have full access to all project sites, documents, personnel, and data.
4. The Safety Reports of the Safety Authority shall be admissible in any mediation, arbitration, or other dispute resolution proceedings arising under the Construction Contract or this Treaty.

Article V - Functions of the Safety Authority shall include:

1. The functions of the Safety Authority shall include-
 - a. overseeing, witnessing, or directing operational readiness tests;
 - b. certifying that completed sections meet required safety standards before they may transition to operational use;
 - c. issuing binding directives for corrective or remedial actions where safety deficiencies are identified, including stop-work orders in cases of imminent risk; and
 - d. recommending improvements to safety management systems, training, and procedures.

ARTICLE VI - FACILITATION AND COORDINATION

1. The Parties shall facilitate the implementation of the Project within their respective territories in accordance with domestic law.

2. Measures relating to public order and safety in connection with the Project shall be coordinated through the JRRTC and relevant national authorities.

Done at Gallifrey, Kahari dated this 09th Day of June in the Year Two Thousand and Twenty - One



On behalf of the People of Kahari



On behalf of the People of Unyara

EXHIBIT B

TRANS - KAHARI-UNYARA RAIL ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) AGREEMENT

Clause 1: Definitions

- (a) The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

Clause 2: Interpretation

- (a) In this Agreement unless the context requires otherwise-
- (i) “Committee” shall refer to the Joint Regional Rapid Transport Committee (JRRTC)
 - (ii) “Contractor” shall refer to Rusteze S.A.
 - (iii) “Contract Price” as mentioned in the Letter of Acceptance of the Tender for EPC Contract amounts to USD 2.02 billion.
 - (iv) Damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty
 - (v) “Effective Date” is the date of issuance of the Notice to Proceed by the Committee, following fulfilment of all Conditions Precedent, including the furnishing of Performance Security.

Clause 3: Scope of Work

- (a) The Contractor’s scope of work (“Work”) shall include, without limitation:
- (i) Procurement and supply of all materials, equipment, rolling systems, and technology necessary for execution of the Work;
 - (ii) Construction of civil and structural works, including earthworks, bridges, stations (where applicable), and associated infrastructure;
 - (iii) Track laying, ballast works, and installation of permanent way systems;
 - (iv) Installation of signalling, communication, and control systems;
 - (v) Integration of all mechanical, electrical, and railway systems to ensure operational interoperability across jurisdictions.
 - (vi) Conduct of testing, trial runs, commissioning, and performance validation; and
 - (vii) Rectification of defects prior to handover.
- (b) The Contractor warrants that the completed Work shall be fit for their intended purpose and capable of safe and reliable operation.
- (c) The Contractor acknowledges that the Project is a cross-border infrastructure initiative and shall coordinate execution with relevant authorities in both jurisdiction.

Clause 4: Time for Completion

- (a) Project Duration: The Time for Completion for the entire Project shall be sixty (60) months. This duration encompasses Phase I (297 Km), and Phase II (200 Km).

- (b) Commencement and Completion Date: The project duration of sixty months commences from the date of execution of the Agreement (Construction Date), 06th July 2022, and completion of the construction work (Completion Date) shall be by 05th July 2027.
 - Milestone completion date for Phase I shall be July 2025, and
 - Milestone completion date for Phase II shall be July 2027.
- (c) Consequence of Delay: Any failure by the Contractor to abide by the Completion Date for reasons not attributed to the Owner or without compliance with notification provision as given under Clause 9 shall constitute a material breach, entitling the Corporation to levy delay damages and invoke performance security.

Clause 5: Instructions and Authority

- (a) The Committee, acting through its authorised representatives, may issue instructions necessary for the execution of the work.
- (b) Instructions shall be binding where issued by persons duly authorised by the Committee. The Contractor shall comply with all such instructions unless it reasonably considers that an instruction constitutes a Variation, in which case Clause 6 shall apply

Clause 6: Variations

- (a) The Committee may at any time instruct a variation, including changes to the scope, design, sequence, or method of execution of the works.
- (b) The Variation affecting the design and sequence of the railway line must specify the specific regions of the rail line these Variations have to be carried out in and extension of time will be granted accordingly.
- (c) A variation shall not invalidate the Contract. The Contractor shall implement the Variation subject to adjustments to timeline and costs incurred.

Clause 7: Contractor's Entitlement to Adjustment

- (a) Where a Variation materially affects the cost or time required for completion, the Contractor shall be entitled to an equitable adjustment.
- (b) In determining such adjustment, the Contractor's obligation to mitigate the delay and cost does not get affected.

Clause 8: Extension of Time

- (a) The Contractor or Vendor may be entitled to an extension of the time for completion if completion is or will be delayed by:
 - i. Variation;
 - ii. change in Applicable Law;
 - iii. delay in approvals or access attributable to the Committee;
 - iv. other events beyond the reasonable control of the Contractor.

Clause 9: Notice and Early Warning

- (a) The Contractor shall give notice to the Committee as soon as practicable, and in any event within fourteen (14) days, after becoming aware of any event or circumstance which may give rise to a claim for additional time or cost.
- (b) Failure to give such notice shall be taken into account in the assessment of the claim.

Clause 10: Consequences of Delay

- (a) If the Contractor fails to complete the Works within the Time for Completion, as extended, the Contractor shall be liable for delay Damages and encashment of Performance Security by the Committee
- (b) Delay Damages: In the event of delay in achieving any contractual milestone or the scheduled completion date, attributable to the Contractor, the Contractor shall be liable to pay delay damages to the Committee at the rate of USD 1000 per day of delay beyond the specified date of completion.
- (c) Delay Damages shall accrue on a per calendar day, as specified, and shall be recoverable without prejudice to the Committee other rights and remedies under this Contract.
- (d) Performance Security: The Contractor shall, within 30 days from the Effective Date of the Contract, furnish a Performance Security in the form of an unconditional and irrevocable bank guarantee issued by a scheduled bank acceptable to the Committee for an amount equivalent to 10 % of the Contract Price.
- (e) The Performance Guarantee shall remain valid until successful completion of the works and expiry of the defect liability period, and shall secure due and faithful performance of the Contractor's obligations under this Contract.

Clause 11: Dispute Resolution

- (a) Any dispute arising out of or in connection with this Contract shall be resolved amicably through consultation. If not resolved, the dispute shall be referred to mediation prior to commencement of arbitration.
- (b) The Parties shall, in the first instance, attempt to resolve the Dispute amicably through good-faith consultations. Such consultations shall be initiated by written notice by one Party to the other and shall be conducted by senior representatives authorised to take decisions on behalf of the respective Parties.
- (c) If the Dispute is not resolved within thirty (30) days from the date of commencement of consultations, either Party may escalate the Dispute to mediation.
- (d) The Dispute shall be referred to mediation administered by the Tardis Mediation Centre (TRC) or such other recognised mediation institution as may be mutually agreed by the Parties.
- (e) The mediator shall be appointed jointly by the Parties from the panel maintained by the mediation centre. TRC Mediation Rules, 2024 to apply.

Dated this 06th Day of July in the Year Two Thousand and Twenty – Two.



Chairperson
For Joint Rapid Regional Transport Committee



Managing Director
For Rusteze S.A.

KAHARI TODAY

- Economy

- Business

- Tecnologie

- World

August 3, 2022

| Tuesday

People First, Long Live the King!



PM SELLS KAHARI KISIWA TO BILLIONAIRE

Prime Minister Arin Dalo confirmed yesterday that the government has entered into an agreement transferring ownership and administrative control of Kahari Kisiwa to international billionaire Magnus Krell. The Prime Minister defended the decision as a "strategic economic partnership" that would bring unprecedented investment and infrastructure to the island region. Opposition leaders, however, called it an unconstitutional sale of sovereignty, demanding immediate disclosure of the terms. Protests erupted CONTD. PG 4 >>

Breaking News

PASARI REGION TAKES MAJOR STEP TOWARDS REGIONAL RAIL INTEGRATION

Capital Town, Kahari
By Staff Correspondent

Kahari and Unyara have taken a significant step towards deepening regional connectivity with the formal launch of a joint cross-border railway corridor, following the signing of a comprehensive bilateral infrastructure cooperation treaty earlier this year.

The treaty, formally titled the Kahari-Unyara Strategic Infrastructure and Connectivity Cooperation Agreement, establishes a long-term framework for coordinated development of cross-border transport, logistics, and sustainable infrastructure projects between the two countries. Government officials described the agreement as a foundational instrument aimed at strengthening economic integration, border development, and regional mobility across the Pasari Region.

As part of the initial implementation phase under the treaty, the two governments have prioritized the development of a 497-kilometre standard gauge railway corridor linking key commercial and border districts in both jurisdictions. The rail project has been identified as the first flagship initiative under the broader cooperation framework and is expected to serve as a model for future cross-border infrastructure collaboration.

The total estimated cost of the railway corridor is approximately USD 2.02 billion, reflecting the scale of civil works, track laying, signaling systems, and cross-border integration components involved in the project.

Under the treaty framework, the two governments agreed to move away from fragmented, nationally administered infrastructure development and instead establish a joint project authority with shared oversight responsibilities. The treaty provides for coordinated regulatory clearances, harmonisation of technical standards, streamlined cross-border approvals, and joint supervision of construction activities for projects undertaken pursuant to the agreement.

To operationalise the treaty, Kahari and Unyara jointly incorporated the Joint Regional Rapid Transport Corporation (JRRTC), a special-purpose entity tasked with overseeing the implementation of the project. Public disclosures indicate that the JRRTC has been empowered to enter into contracts, manage project finances, and coordinate with domestic regulators and local authorities in both jurisdictions.

Officials involved in the treaty negotiations described the framework as "a pragmatic compromise between sovereignty and integration," noting that while each State retains control over its domestic regulatory processes, the JRRTC is intended to serve as a single point of coordination for the project. CONTD PG 6>>

MORE INFORMATION ON COUNTRY NEWS >>



BREAKING UPDATE

Local monkey stuns as he receives the first shingles vaccine created for monkeys. Officials say, this has put animal healthcare forward by a decade. More to follow on the pigeon vaccine next week.

PASARI REGION TAKES MAJOR STEP TOWARDS REGIONAL RAIL INTEGRATION

Contd. from Pg 1: Following the establishment of the JRRTC, the authority issued an international tender for the construction of the rail corridor. After a multi-stage evaluation process, the JRRTC announced that the contract has been awarded to Rusteze S.A., a multinational engineering and infrastructure development company.

Rusteze is headquartered in Europe and maintains operations across Asia, Africa, and Latin America. The company has built a reputation for executing large-scale transport and logistics projects, particularly in emerging markets where infrastructure development involves coordination with multiple public authorities and financiers.

According to industry analysts, Rusteze has previously delivered rail and highway projects under public-private partnership and EPC frameworks, often involving phased construction schedules and complex compliance requirements. The company is also known for integrating project management, procurement, and construction functions within a single delivery model.

In recent years, Rusteze has expanded its footprint in Africa, participating in transport, energy, and urban mobility projects supported by multilateral development institutions and export credit agencies. Market observers note that while the company has demonstrated technical capability in delivering infrastructure assets, its projects often require close engagement with public authorities to manage regulatory, environmental, and community-related interfaces.

Announcing the award, a senior JRRTC official stated that the selection of Rusteze reflected "the authority's assessment of both technical competence and capacity to operate within a joint cross-border governance framework." The official added that the project's success would depend on "continuous coordination and timely decision-making across multiple stakeholders."



Publicly available information indicates that the rail corridor will be developed in phases, with construction milestones linked to defined performance benchmarks. The project will traverse diverse regions in both countries, requiring compliance with environmental safeguards, labour regulations, and land-use norms applicable in each jurisdiction.

Strategic Significance of the Kahari–Unyara Border Rail Corridor

- The proposed 497 km Kahari–Unyara Border Rail Corridor is not merely a transportation project but a strategic connectivity initiative of national importance.
- The rail alignment connects Kahari's northern Pasari region to the Ravash border region of Unyara, where the historic Shrine of Al-Hazrat Kareem is located. The shrine holds deep religious and cultural importance for millions of Kahari citizens who currently rely on indirect and unsafe routes for pilgrimage.
- The corridor has been declared a Strategic Border Infrastructure Project due to its role in strengthening border area development, facilitating regulated religious tourism, enhancing bilateral trade movement, and providing logistical mobility for border security forces.
- The project is expected to significantly boost tourism revenue and regional employment while promoting people-to-people engagement between the two nations.

Government representatives from Kahari and Unyara have emphasised the strategic importance of the corridor, describing it as a foundation for future regional transport initiatives. Both governments have also underscored the need to balance project delivery with social and environmental considerations, particularly in areas affected by construction activities.

PASARI REGION TAKES MAJOR STEP TOWARDS REGIONAL RAIL INTEGRATION

In a statement issued following the award, Rusteze expressed its commitment to delivering the project in accordance with the agreed framework and working closely with the JRRTC and relevant authorities. The company highlighted its experience in managing infrastructure projects involving multiple public stakeholders and reiterated its intention to engage local contractors and workforces where feasible.

While detailed contractual and financial arrangements remain confidential, officials confirmed that the construction agreement includes mechanisms for managing variations, regulatory coordination, and dispute resolution in line with the treaty framework.

With preparatory works expected to begin in the coming months, the project is being closely watched as a test of Kahari and Unyara's ability to jointly implement complex cross-border infrastructure under a unified institutional structure.

EXHIBIT D

Email Thread to Setup Meeting to Discuss Design Modifications

16th June, 2025

To	pasarirailproject@rusteze.com
Cc	radranicto@ruzteze.com
Bcc	
Subject	Design and Route Modifications

Dear Mr. Radrani

After conducting an intensive survey in the border stretch of the project, and the unrests caused by the local residents, we would like to discuss the following:

- 1) We may require some changes to be made to the design of the project, including but not limited to route and technique. During one of our surveys, we have come across certain hurdles pertaining to land belonging to the *Astredi* Community. While there were no objections in the past from this community, they have objected to any form of surface breaking activities, due to a belief of their land being sacred.
- 2) We have tried involving the respective Departments for this issue but there is strong opposition to any form of construction on their land.
- 3) All the modifications suggested will be subject to review and discussion. This will all be explored with due regard for any contractual obligations.

Regards,
Samila Johan
Chief Board Member, JRRTC



18th June, 2025

To	samali.johan@jrrtc.com
Cc	admin@jrrtc.com
Bcc	
Subject	Re: Design and Route Modifications

Dear Ms. Samali,

Thank you for your email. We at Rusteze take our clients' needs and expectations seriously. As the ground realities change, we would want to see what modifications would need to be done. We kindly request that there be a coordination meeting between us and the Chief Engineer and see how this could potentially affect sequencing and timelines.

Thanks,
Radrani
CTO-Rusteze



22nd June, 2025

To	<u>pasarirailproject@rusteze.com</u> , <u>radranicto@ruzteze.com</u>
Cc	<u>khamani@rusteze.com</u> , <u>lanari@rusteze.com</u>
Bcc	
Subject	Re: Design and Route Modifications

Dear Ms. Radrani,

As discussed on call, the meeting is scheduled. Looking forward to your attendance. Please bring lead engineer Mr. Khamani and lead designer Ms. Lanari on call too. I have CCed them.

LINK: videocon.12345.1245



Regards,

Samila Johan

Chief Board Member, JJRTC

EXHIBIT- E



RECORD OF COORDINATION MEETING



Minutes of Coordination Meeting

Project: Kahari–Unyara Standard Gauge Railway Project

Subject: Design Interface and Programme Implications

Date: 29th June, 2025

Mode: Virtual / Hybrid

Location: JRRTC Secretariat

1. Attendees

Joint Regional Rapid Transport Committee (JRRTC):

- Project Director
- Head (Engineering & Design)
- Legal Affairs Officer

Rusteze S.A.:

- Project Manager
- Lead Engineer Coordinator
- Legal Advisor

2. Purpose of Meeting

The meeting was convened to discuss design modifications necessitated by environmental and cultural considerations identified along certain sections of the project alignment, and to review the potential implications of such modifications on construction sequencing, timelines, and cost assessment in accordance with the Contract.

3. Overview of Design Modifications

JRRTC representatives outlined the need for design adaptations in specific segments of the alignment, including:

- elevated track sections in ecologically sensitive zones; and
- minor realignments in culturally sensitive regions.

It was clarified that these measures were being pursued to ensure regulatory compliance and project continuity, and that any resulting variations would be addressed through the contractual variation mechanism. Rusteze acknowledged receipt of the proposed design directions and confirmed that its technical teams had commenced preliminary review of the modifications.

Rusteze stated that the full programme-level impact of the modifications will require internal assessment, given their interaction with ongoing works and procurement schedules. When queried on indicative timeline implications, Rusteze stated that any assessment would need to be undertaken following further technical evaluation. They agreed to provide an assessment of the extension of time required to incorporate those modifications within a period of twenty – thirty days.

4. Cost and Commercial Implications

JRRTC reiterated that the Contract provides a mechanism for equitable adjustment in the event of material impact on time or cost arising from instructed variations, subject to compliance with notice and substantiation requirements.

Rusteze noted that the cost implications of the design modifications were still being reviewed internally and that it would revert with details, if any, in accordance with the contractual process.

5. Extension of Time and Contractual Process

The Parties acknowledged that the proposed design modifications, constitute a Variation under the EPC Agreement. Rusteze reserved its right to seek an Extension of Time in accordance with the Contract, subject to submission of a timely notice and a revised construction programme demonstrating impact on the critical path. JRRTC reiterated that any entitlement to time or cost adjustment would be assessed strictly in accordance with the contractual mechanism.

6. Action Points

1. Rusteze to continue technical evaluation of the proposed design modifications.
2. Rusteze to submit a revised construction programme and any associated notices in accordance with the Contract.
3. JRRTC to review submissions upon receipt and respond through the contractual variation and EOT mechanism.

7. Closing

The meeting concluded with both Parties reaffirming their commitment to continued coordination and to addressing design and programme issues in accordance with the contractual framework.

EXHIBIT F



SENTINEL SHIELD ACT, 1957

An Act to prohibit the possession, use and transfer of firearms and other weapons by organised groups unless by the Government of Kahari, and for matters connected therewith or incidental thereto

Whereas the possession and use of weapons by organised groups engaged in activities that threaten public safety, national security or civil order pose a significant risk to the health, safety and welfare of the Kahari people;

Whereas certain organised groups, including but not limited to militias, gangs, extremist organisations and other non-governmental entities, have demonstrated patterns of violence, intimidation or unlawful coordination that necessitate targeted regulatory measures.

The purpose of this Act is to enhance public safety by prohibiting the possession, use and transfer of weapons by organised groups deemed to pose a threat upon formal notification by the Government of Kahari, thereby preventing potential acts of violence or insurrection.

Be it enacted by the High Council of Kahari in the Year One Thousand, Nine Hundred and Fifty-Seven of the New Calendar as follows :—

1. Short Title, Extent and Commencement— (1) This Act may be called the Sentinel Shield Act, 1957

(2) It extends to the whole of Kahari.

(3) It shall come into force on such date as the Lord President may, by notification in the Kaharian Gazette, appoint, and different dates may be appointed for different provisions of this Act.

2. Definitions—In this Act, unless the context otherwise requires,

(1) “firearm” means a firearm as defined in clause (3) of section 921 of title 18 of the Gallifreyan Code;

(2) “weapon” means—

(a) any firearm;

(b) any destructive device as defined in clause (4) of section 921 of title 18 of the Gallifreyan Code;

- (c) any explosive, incendiary or poison gas device;
- (d) any other device or instrumentality capable of causing death or serious bodily injury;

(3) “*organised group*” means any association, club or other entity of five or more individuals that—

- (a) operates under a common name, flag, insignia, leadership or structure; and
- (b) engages in coordinated activities.

(4) “*member*” means any individual who actively participates in, affiliates with or provides material support to an organised group;

(5) “*Kaharian agency*” means the Ministry of Justice, the Chancellery Guard, the Homeland Security Agency or any other agency designated by the Lord President.

4. Prohibition on use and possession by organized groups- (1) No organised group, or any member thereof acting in furtherance of the group's activities, shall knowingly possess, use, carry, transport, sell or otherwise transfer any weapon, or acquire, attempt to acquire or conspire to acquire any weapon.

(3) Nothing in this section shall apply to—

- (a) weapons possessed or used by members of the organised group who are acting in their official capacity as sworn officers of the Chancellery Guard or active-duty members of the land forces or for the greater benefit of the state; or

- (b) a single handgun or non-automatic firearm possessed by an individual member for personal self-defence in their residence or place of business, where such possession is not in furtherance of a group's activities and complies with all other applicable laws; or

- (c) weapons used in licensed hunting, sporting or recreational activities by individual members, unrelated to the group's objectives.

5. Special Authorisation by Notification for Greater Benefit of Kahar- (1) Notwithstanding anything contained in this Act, the Internal Affairs Ministry may, if it is satisfied that it is necessary in the greater interest, security or welfare of Kahari, by notification published in the *Kaharian Gazette*, authorise any specified organised group or class of organised groups to possess, carry, use or transfer such firearms or weapons as may be expressly mentioned in the notification.

(2) No authorisation under sub-section (1) shall be granted unless the Internal Affairs Ministry records, in writing, reasons demonstrating that—

- (a) the proposed possession or use of weapons is directly connected to a lawful public purpose, including but not limited to civil defence, disaster response, protection of critical infrastructure, or

assistance to State authorities; and

(b) such possession or use cannot be effectively achieved through existing governmental forces alone.

(3) Every notification under this section shall—

- (a) specify the type, quantity and manner of use of weapons authorised;
- (b) identify the duration of the authorisation, which shall not exceed three years at a time unless renewed; and
- (c) impose such conditions, reporting requirements and oversight mechanisms as the Internal Affairs Ministry may deem necessary.

(4) Any authorisation granted under this section may be suspended, modified or revoked at any time by the Internal Affairs Ministry if—

- (a) any condition of the notification is violated;
- (b) the organised group or its members act in a manner prejudicial to public order or national security; or
- (c) the grounds on which the authorisation was granted cease to exist.

6. Penalties-(1) Whoever contravenes the provisions of section 4 shall be punishable with fine which may extend to one hundred thousand Kaharian Pounds, or with imprisonment for a term which may extend to seven years, or with both.

(2) Any weapon in respect of which an offence under this Act is committed shall be liable to forfeiture to the Government of Gallifrey.

(3) Notwithstanding anything contained in sub-section (1) or sub-section (2), the Lord President may, in addition to the penalty imposed, direct that the organised group or member concerned shall pay, by way of civil penalty, a sum not exceeding one hundred thousand Gallifreyan credits.

[Note *pari materia* laws present in Unyara]

EXHIBIT G
NOTICE OF DISPUTE

Date: 1st January, 2026

From:

Joint Regional Rapid Transport Committee
Secretariat Building
Central Administrative District
Gallifrey, Kahari

To:

Rusteze S.A.
Corporate Headquarters
Pasari Region
Democratic People's Republic of Unyara

Subject: Notice of Dispute- Non-Compliance with Milestone Obligations under the Trans-Kahari Unyara Pasari Rail Engineering, Procurement and Construction (EPC) Agreement dated 06th July, 2022.

Respected Sir/Ma'am,

This Notice is issued pursuant to Clause 11 (Dispute Resolution) read with Clause 4 (Time for Completion) and Clause 10 (Delay Damages) of the Kahari–Unyara Rail Engineering, Procurement and Construction (EPC) Agreement executed on 06th July, 2022 (the “Agreement”).

At the Coordination Meeting held on 29th June, 2025 the parties reviewed progress, including alignment modifications arising from environmental and cultural constraints. Pursuant to Rusteze S.A.’s submissions in July 2025, JRRRTC, in good faith and without prejudice, granted a limited Extension of Time of three (3) months. The extended time period initiated on 01.08.2025.

The said extension was granted subject to strict adherence to the revised programme and without waiver of JRRRTC’s contractual rights. Yet, despite the extension, the current rate of progress places the overall Time for Completion at serious risk and constitutes breach of Clause 4 of the Agreement.

Additionally, a preliminary testing of Sector-9’s constructed, on ground infrastructure was carried out, which resulted in failures to satisfy multiple parameters.

The Committee hereby formally notifies Rusteze S.A. that it reserves all rights and remedies available under the Agreement, including but not limited to:

- Levy of delay damages;
- Invocation of performance security;

- Enforcement of contractual milestone compliance;
- Any other remedies available in law or equity.

Pursuant to Clause 11 of the Agreement requiring exhaustion of pre-arbitral procedures, this Notice shall constitute a formal Notice of Dispute. The Committee hereby invites Rusteze to engage in negotiations in an effort to resolve the dispute amicably.

Yours faithfully,

Roderick Heffley
For and on behalf of
Joint Regional Rapid Transport Committee

EXHIBIT H
REPORT BY THE PRINT UNYARA ON THE ATTACK ON RUSTEZE SITE
24th January, 2026

TPY @theprint_unyara · 24 Jan 2026

Last night's attack on the Rusteze construction site exposed a hard truth: Kahari could not protect unarmed workers on a strategic infrastructure project, and a leaked emergency helpline call log now documents that failure.

342 771 200.5K

TPY @theprint_unyara · 24 Jan 2026

In the leaked transcript, a worker under gunfire was told that authorities had been "alerted" but that it would take time to reach the site due to "location and terrain," effectively leaving civilians to fend for themselves.

<https://www.JerryFiles.com/q=rusteze+attack+call+record&::>

27 1.1K 16.9K

TPY @theprint_unyara · 24 Jan 2026

When a State's emergency response, official record, is to advise to remain concealed and silence their phones, it reflects absence of real-time protective capacity where it matters most.

64 737 9.4K

TPY @theprint_unyara · 24 Jan 2026

The use of professional private military or security companies is no longer a theoretical policy debate but an urgent necessity, because constant on-site deterrence and immediate response cannot depend on delayed mobilisation.

10 2 2

TPY @theprint_unyara · 24 Jan 2026

If Kahari cannot ensure rapid protection for critical construction sites, the consequences will extend beyond this incident to worker safety, investor confidence, and the State's credibility as a secure partner for major infrastructure projects.

8 5 114

EXHIBIT H

Agency: Kahari Emergency Response Helpline (KRH-112)

Time of Call: [REDACTED]

Caller Location: Rusteze Rail Link – Northern Corridor

Caller ID: [REDACTED]

Call Duration: 2 minutes 11 seconds

Operator:

112 Emergency Response Helpline. This line is being recorded. Please state your address and the nature of your emergency.

Caller:

Ye....yes, there's firing here. We're at the Rusteze rail site, Sector 7. People are shooting, we heard explosions. Two guards ran, one is down....I don't know if he's alive. [unintelligible]

Operator:

I understand. Please remain calm. Can you confirm whether the attackers are still present on the site?

Caller:

Yes. We can ...[static].. them shouting. They're near the storage sheds. We're hiding behind the concrete stacks.

Operator:

Thank you for the information. Response units have been alerted and are being mobilised. Due to the location and terrain, it may take some time for authorities to reach your position safely.

Caller:

How much time? They're coming closer. THE GUARDS HERE ARE NOT ARMED...they've got tasers at best..oh god..I am going to die.

Operator:

For your immediate safety, it is strongly advised that you remain concealed, avoid any movement that may draw attention, and silence all mobile devices. Do not attempt to confront or observe the individuals.

Caller:

We can't run?

Operator:

At this moment, moving through open areas could place you at greater risk. The safest course of action is to stay where you are, maintain cover, and follow any instructions issued by on-ground authorities once contact is established.

Caller:

Okay... okay.

Operator:

Help is on the way. If the situation changes or you are forced to move, call back immediately if it is safe to do so. You are doing the right thing by staying hidden.

Caller:

Please hurry.

Operator:

We are with you. Stay safe.

[Line Disconnected by Caller]