

Annotation Process Guidelines

Overview of Annotation Process

- 1. Understanding the task:** - Our primary task involves extracting conclusive paragraphs discussing the already extracted contract clause from Indian judgments link which will be provided to you in a spreadsheet form. We focus on the most succinct discussion of the contract clause within the judgment. For e.g., if contract clause says about confidentiality clause then determine the specific clause being discussed in the judgment. Find the sections of the judgment where court discuss the validity, enforceability, and implication of the clause. Select the most succinct and relevant paragraphs that encapsulate the court's reasoning and conclusion. In the case of *ADANI GAS LIMITED. v. PETROLEUM & NATURAL GAS REGULATORY BOARD & ORS.* relevant contract clause is 4.3 *PROCESS TO BE CONFIDENTIAL Judgment of Appeal Nos. 292 & 323 of 2018 Information relating to the examination, evaluation and comparison of bids and recommendations shall be treated confidential and shall not be disclosed to entities or any other person. Court discussion:- In that case court has evaluated that None of the Regulations empowers the Respondent Board to act according to its whims and fancies. On the other hand, the Judgment of Appeal Nos. 292 & 323 of 2018 Appellant can challenge such whimsical conclusion of the Respondent Board if the action of the Board has caused prejudice to the interest of the Appellants. (<https://indiankanoon.org/doc/51759990/>).*
- 2. Using Indian Kanoon:-** Indian Kanoon is an essential resource for accessing and navigating through legal judgments in India. Each judgment link will be provided, allowing annotators to directly access the full text of the case. By using the segmentation feature on Indian Kanoon, users can efficiently locate specific sections of the judgment relevant to the contract clause being annotated. However, note that the segmentation feature may not always accurately capture the relevant discussions.
- 3. Identifying Relevant Discussions:** We look for discussions within the judgments that directly address the contractual clause we're analyzing. This may involve checking section headings, reviewing the conclusion or ratio decidendi (i.e. the reason for a court's decision and part of the judgment delivered at the end of a case), and locating discussions that refer to the specific clause.
- 4. Marking text:** In terms of marking text as negative or positive/neutral, we follow a simple criteria.
 - Write "neutral" or positive when challenge did not succeed.
 - Write "negative" when the contractual clause was struck down or significantly altered.Note:- Negative or struck down sentiment's is to be used only when the contract is considered void or voidable under the contract act or any other such reason such as unfair terms, lack of registration, etc.,
- 5. Additional Clauses Category:** In addition to the main contract clause, we also identify any other clauses mentioned in the judgment. These are noted with the page number and brief description of the clause. (e.g., if marked clause is "Termination" then additional clauses are anything other than that quoted in the entire judgment, such as "Leave and License agreement", or "Employment agreement". You are to write only the paragraphs of the additional clauses discussed in that case.)
- 6. Please refer below mentioned examples of cases with guidelines for your ready reference and understanding annotation process and this task will be given to you in a spreadsheet form.**

Clause	Intellectual Property licensing
Case name	CIT Vs MS V.R.V. BREWERIES & BOTTLING INDUSTRIES LTD

Contract Clause	6. TRADE MARKS AND MARKETING 6.1 The trade marks, brand names, design and the get up in which the IMFL products will be sold, supplied and delivered by the UNIT and in particular and not limited to those listed in APPENDIX „C“ hereto shall always be the sole property of Shaw Wallace or its associate or related companies as the case may be. 6.2 The UNIT hereby acknowledges and accepts that the UNIT never had nor has any right, title or interest therein and shall not at any time claim any right whatsoever to the use of the labels, brand names, trade marks and or get up of the IMFL products belonging to Shaw Wallace or to the nominees associates of Shaw Wallace except under written permission from Shaw Wallace. 6.3 Shaw Wallace hereby authorizes the UNIT as a licensee, under a separate agreement to manufacture, process package and sell the IMFL products of various brands of Shaw Wallace as contained in the APPENDIX „C“ and such other brands as may be agreed upon from time to time for which Shaw Wallace or its associate or related or nominee company own or will own valid trademark registrations in India or otherwise which names, brands, etc. belong to or are associated with Shaw Wallace or any such other companies mentioned above. 6.4 Shaw Wallace from time to time advise the UNIT as to the marketing arrangement for IMFL of brand names belonging to Shaw Wallace or brands designated by the Shaw Wallace and the UNIT shall act in accordance with the directions of Shaw Wallace in so far as the sale of above brands of IMFL. 6.5 Nothing herein contained or implied shall be construed as precluding in any manner Shaw Wallace or its associated companies or related companies as the case may be from using or licencing the use of the said trademarks or brand names or get up on any goods including IMFL in India of elsewhere.
Indian Kanoon link	https://indiankanoon.org/doc/412799
Has additional clauses?	YES- 2. ARRANGING FOR SPIRIT AND UTILISATION THEREOF-PAGE NO. 2 2.1, .2.2, 2.3, 2.4, 3. MANUFACTURE/BOTTLING OF IMFL -PAGE NO. 2 3.1 TO 3.7 -CONTINUING IN PAGE NO. 3. 4. EXCISE FORMALITIES: -4.1 TO 4.4 PAHE NO. 3. 7. CONSIDERATION- 7.1 TO 7.3 PAGE NO. 4. 8. DURATION, TERMINATION AND CONSEQUENCES TEHREOF 8.1 xxxx 8.2 xxxx PAGE NO. 5. 11. ASSIGMENT-PAGE NO. 5. CONSIDERATION-PAGE NO. 5
Discussion	22.2 The observation made in paragraph 58 at page 414 of the aforementioned judgment, on which reliance has been placed by the learned counsel for revenue seeks only to emphasise that the assessee in that case, had only acquired access to technology which was not related to any secret process or patent rights and thus in continuum it is mentioned that not even a right to use the trademark or brand name had inhered in the assessee. From this, it cannot be concluded, as is sought to be done by the learned counsel for the revenue that any payment made for use of trademark or trade name ipso facto will give colour to the payment as if it is made on capital account. This is in our view is a complete mis-reading of the judgment. It is well settled that a judgment is an authority for what it decides and not what is Construed as logically flowing from it. Judgments cannot be read as statutes. A stray sentence picked out of context, cannot be used to turn its ratio around. 22.3 We have already referred to the provisions of the agreement. A perusal of the provisions of the agreement would show all that the assessee acquired was the use of the brand names and the trade marks of SWCL, which find a mention in Appendix-C annexed to the said agreement. The assessee acquired no right to any secret process or formulate or even any right title and interest in the trade marks and brands under which the IMFL products were sold. As a matter of fact assessee's rights were co-terminus with the subsistence of the said agreement. Therefore, we have no hesitation in rejecting the contention of the revenue in this regard. On this issue Ms Rashmi Chopra had referred to the fact that the copy of the separate agreement had not been supplied by the assessee and, therefore, Tribunal ought to have drawn an adverse inference against the assessee. To test the veracity and seriousness of this submission we had called upon Ms Rashmi Chopra to show from the record whether such a ground had been taken in either their appeal filed before the Tribunal against the order of CIT(A) for assessment year 1998-99 or in the appeal filed before us. Ms Rashmi Chopra was unable to refer to any such ground. It is quite evident that the Revenue took the stand, though erroneously, that royalty paid on use of brand names and trade marks would classify the expenditure as one made on capital account.
Sentiment	Positive & Neutral
Clause	Termination
Case name	MS REVA ELECTRIC CAR CO.P.LTD. v. MS GREEN MOBIL

Contract Clause	"11. Governing Law and Jurisdiction - 5 - i. This MOU shall be construed and enforced in accordance with the laws of India. ii. In the event of any dispute or difference arising at any time between the parties hereto as to the construction, meaning or effect of this Agreement or thing contained herein or the rights, duties, liabilities and obligations of the parties hereto in relation to this Agreement, the same shall be referred to a single arbitrator, in case the parties can agree upon one (1) within a period of thirty days upon being called by a party to do so and failing such agreement to three (3) arbitrators one (1) each to be appointed by GREENMOBIL and RECC and the third to be appointed by the two arbitrators so appointed. The award passed by such arbitrator(s) shall be final and binding on both the parties.
Indian Kanoon link	https://indiankanoon.org/doc/233181
Has additional clauses	Yes- Clause-2 Page No. 5
Discussion	<p>I have noted the guidelines for the exercise of the power, preamble, relevant sections from which the reasons should be inferred and recorded, although they need not be communicate. These should be recorded in order to ensure effective judicial review in a given case. Termination simpliciter under Regulation 9(b) or similar powers can be exercised only in circumstances other than those in regulation 9(a). The exercise of such powers can only be for purposes germane and relevant to the statute. There are several illustrations of that, namely, the employee is incompetent or unsuitable so as to make his continuance in the employment detrimental to the interest of the institution, where the continuance of the employee is a grave security risk making his continuance detrimental to the interest of the Corporation and where because of the conduct of the employee, there is lack of confidence in the employee which makes it necessary in the interest of the Corporation to immediately terminate the services of the employee. These, however, are illustrative and not exhaustive. Therefore, each case of the conferment of the power involved should be decided on the aforesaid basis. 38. At the cost of repetition it is to reiterate that when the authority intends to take disciplinary action for imposing penalty of dismissal, removal or reduction in rank of an employee, an elaborate procedure has been provided in Regulation 15 to conduct an enquiry into misconduct after giving reasonable opportunity. Residuary power has been avowedly conferred in Regulation 9(b) with wide discretion on the appropriate authority to take actions on similar set of facts but without any guidelines or procedure at the absolute discretion of the same authority. The language of Regulation 9(b) is not capable of two interpretations. This power appears to be in addition to the normal power in Regulation 15. Thereby the legislative intention is manifest that it intended to confer such draconian power couched in language of width which hangs like Damocles sword on the neck of the employee, keeping every employee on tenterhook under constant pressure of uncertainty, precarious tenure at all times right from the date of appointment till date of superannuation. It equally enables the employer to pick and choose an employee at whim or vagary to terminate the service arbitrarily and capriciously. 39. Regulation 9(b), thereby deliberately conferred wide power of termination of services of the employee without following the principle of audi alteram partem or even modicum of procedure of representation before terminating the services of permanent employee. It is well settled rule of statutory construction that when two interpretations are possible one which would preserve and save constitutionality of a particular Statute, would be preferred to the other that would render it unconstitutional and void. When the language is clear, unambiguous and specific and it does not lead to the constructions, it is not permissible to read into those provisions something which is not intended. It is undoubtedly true as rightly contended by Mr. Ashok Desai, the learned Solicitor General that the power to take appropriate and expeditious action to meet the exigencies of weeding out inefficient, corrupt, indolent officers or employees from service should be provided and preserved to the competent authority. Any action taken without any modicum of reasonable procedure and prior opportunity always generates an unquenchable feeling that unfair treatment was meted out to the aggrieved employee. To prevent miscarriage of justice or to arrest a nursing grievance that arbitrary, whimsical or capricious action was taken behind the back of an employee without opportunity, the law must provide a fair, just and reasonable procedure as is exigible in a given circumstances as adumbrated in proviso to Art. 311(2) of the Constitution.</p> <p>43. In view of the march of law made by Art. 14, in particular after Maneka Gandhi's case, it is too late in the day to contend that the competent authority would be vested with wide discretionary power without any proper guidelines or the procedure. The further contention that the preamble, the other rules and the circumstances could be taken aid of in reading down the provisions of the impugned rules or the regulations is also of no assistance when it is found that the legislative intention is unmistakably clear, unambiguous and specific. Thus considered, I have no hesitation to conclude that the impugned regulation 9(b) of the Regulations are arbitrary, unjust, unfair and unreasonable offending Arts. 14, 16(1), 19(1)(g) and 21 of the Constitution. It is also opposite to the public policy and thereby is void under Section 23 of the Indian Contract Act.</p>
Sentiment	Negative & Struck Down

7. Guidelines regarding column on discussion paragraphs.

- Use the most succinct discussion of the contract Provide the ratio/conclusion in cases where it discusses the contract.
- You can use the Indian Kanoon segmentation feature to see if the ratio/conclusion discusses the contractual clause to enhance speed in identifying the paragraph, but this Indian Kanoon feature may not be accurate in all cases.
- You can also use the section headings in the judgments to identify where the discussion would lie. Additionally, note that the most succinct discussion is usually at the end of the section.
- Do not include what arguments have been made by the petitioner.

- Do not include the law governing the issue (e.g. Contract Act, Sale of Goods Act) and specifically avoid the quotations in this regard.
- Do not include the lengthy discussions on case law (shepharding by the court).
- Do not include or reiterate what lower courts has discussed.
- Relevant clause can be more than one paragraph in different places of judgment as well.

8. Write neutral or positive in all cases where the challenge did not succeed.

- Write neutral or positive in all cases where the challenge did not succeed.
- Write negative in all cases where the contractual clause was struck down.
- This criteria will seek to only identify whether the clause was invalid or not. Hence, in most cases it will be "neutral or positive"
- You can use numbering as either 1 for "neutral or positive" or 2 for "negative or struck down"
- Criteria for negative includes striking down because of legal invalidity (such as opposed by public policy), but also includes any substantial change made to the contract (such as by giving different interpretation than parties proposed).

9. Chronological Steps-wise illustration for better understanding.

1. Access the Indian Kanoon platform and search for the relevant judgment with the help of link provided to you.
2. Find the sections of the judgment where the court discusses the validity, enforceability, and implications of the contract clause.
3. Identify the most succinct paragraph to locate discussions related to the contract clause.
4. Mark the text as "neutral", "positive" or "negative" based on the outcome.
5. Note any additional clauses discussed and their location in the judgment.

By following these guidelines, we ensure consistency, accuracy, and efficiency in our annotation tasks. The guidelines will be updated as the task progresses and more situations are encountered. Hence, feel free to ask about any situation where you find ambiguity as long as it is not covered by the guidelines at that time. If you have any questions or encounter ambiguity, please don't hesitate to reach out.