

**MILES MEDIATION & ARBITRATION
BEFORE THE ARBITRAL TRIBUNAL
IN THE MATTER OF:**

John Smith

CLAIMANT

v.

Jane Doe

RESPONDENT

DEMAND FOR ARBITRATION ON BEHALF OF CLAIMANT

November 11, 2022

Esquired Law Firm,
2234 Law Park,
Atlanta, Georgia – 30338
Contact No: 555-666-7777
Email ID: elawfirm@elawfirm.com

Sample Demand for Arbitration (Miles Mediation & Arbitration Services, LLC)

I. INTRODUCTION

1. This Demand for Arbitration dated November 11, 2022 (“**Demand**”) is being submitted on behalf of John Smith (“**Claimant**”) to initiate appropriate arbitration proceedings before Miles Mediation and Arbitration pursuant to the contract dated August 5, 2019, between the Claimant and Jane Doe (“**Contract**”).
2. The Claimant states that the present dispute arises under the Contract and demands that such dispute, as more particularly described hereinunder, be referred to arbitration under clause 5(iv) of the Contract.

II. PARTIES TO THE DISPUTE

3. Details of the Claimant:

John Smith
1111 Apples Way.
Atlanta, Georgia – 30338.
222-222-2222
jsmith@jsmith.com

4. Details of the Claimant’s Representative (*if any*):

Esquired Law Firm,
2234 Law Park,
Atlanta, Georgia – 30338
555-666-7777
elawfirm@elawfirm.com

The Claimant hereby confirms that its representatives are authorized under the relevant regulations of law to act on behalf of the Claimant in the captioned arbitration. A copy of the letter of authorization is annexed hereto as **Exhibit C-1**.

5. Details of the Respondent(s):

Jane Doe
222 Oranges Way,
Atlanta, Georgia – 30339
333-333-4444
jdoe@jdoe.com

6. Details of the Respondent(s)’s Representative:

Powered Law Firm
8989 Intel Parkway,
Atlanta, Georgia – 30340
123-456-7890
plaw@plaw.com

III. PROCEDURAL ASPECTS OF THE DISPUTE RESOLUTION CLAUSE

- A. Arbitration Agreement under Clause 5(iv), the Contract**

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7. The Claimant confirms and states that the present proceedings have been initiated under clause 5(iv) of the Contract. A copy of the Contract containing the arbitration agreement is annexed herewith as **Exhibit C-2**.
8. The arbitration agreement as incorporated into the Contract is reproduced *verbatim* as follows:

“Any dispute, claim, conflict, or controversy arising out of, or in relation to this Agreement with respect to its termination, validity, enforcement, or interpretation thereof, including the existence, scope, or applicability of the present arbitration agreement shall be determined by arbitration before an arbitral tribunal consisting of one arbitrator. The place of the arbitration shall be Atlanta. The arbitral proceedings shall be administered by Miles Mediation & Arbitration pursuant to Miles Rules of Arbitration. Any award passed by the arbitral tribunal may be enforced before any court of law having competent jurisdiction. Parties have the right to seek provisional remedies in aid of the arbitration proceedings from a court of competent jurisdiction.”

B. Law Governing the Arbitration

9. Pursuant to the arbitration agreement between the parties, the arbitration proceedings will be governed by the law of State of Georgia. The arbitration will be conducted pursuant to the Miles Commercial Rules for Arbitration, 2022.

C. Seat and Language of the Arbitral Proceedings

10. In accordance with the terms and relevant clauses of the arbitration agreement, the seat of the arbitration shall be Atlanta and the language of the arbitration shall be Spanish.

D. Composition of Arbitral Tribunal

11. Sole Arbitrator:

Under clause 5(iv) of the Contract, all disputes arising out of, or in relation to the Contract shall be determined by a sole arbitrator. In view thereof, the Claimant proposes that the following arbitrator(s) be considered for appointment by the Respondent(s):

Michael Russell, mrussell@milesmediation.com.

E. Submission of this Demand

12. A copy of this Demand for Arbitration is being submitted to Miles Mediation & Arbitration along with a payment in the sum of \$1500 being the initiation fee for the present arbitral proceedings.
13. The Claimant confirms and states that a copy of this Demand for Arbitration shall be served on the Respondent.

IV. NATURE AND CIRCUMSTANCES OF THE DISPUTE

14. John Smith purchased a pencil from Jane Doe for an amount of \$10. In their contract for sale dated August 5, 2019 (“**Contract**”), Jane Doe was required to deliver the pencil to John Smith upon receipt of payment of \$10. The present dispute arises out of Jane Doe’s failure to deliver the pencil to John Smith. Under their Contract, any dispute arising out of the Contract shall be referred to arbitration before Miles Mediation & Arbitration pursuant to clause 5(iv).

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V. PRELIMINARY MEASURES

15. Jane Doe be directed to deposit \$10 before the arbitral tribunal until conclusion of the arbitration proceedings.

VI. RELIEF SOUGHT

16. In light of the aforementioned facts and circumstances, the Claimant respectfully prays before the Arbitral Tribunal to:

- (i) Declare that Jane Doe is in breach of the Contract, and
- (ii) Direct Jane Doe to make payment of \$10 to John Smith.

Respectfully submitted on November 11, 2022.

For and on behalf of the Claimant,

/s/

Jay King
Esqured Law Firm