

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

John Smith

CLAIMANT

v.

Jane Doe

RESPONDENT

RESPONSE ON BEHALF OF THE RESPONDENT

November 20, 2022

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

I. INTRODUCTION

1. This response to Claimant’s Demand for Arbitration (hereinafter the “**Response**”) along with the attached exhibits numbered as R-1 to R-2 is submitted on behalf of Jane Doe, (“**Respondent**”).
2. Unless otherwise stated, the abbreviations, quoted words, and capitalised terms used by the Claimant in its Demand, has been adopted by the Respondent in its present Response.
3. At the outset, the Respondent denies all contentions, submissions, and allegations advanced by the Claimant in its Demand. Unless otherwise expressly stated, the Respondent also denied each paragraph of the Demand.

II. PARTIES TO THE DISPUTE

A. Respondent

4. Details of the Respondent:

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

5. Details of the Respondent(s)’s Representatives:

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

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

III. RESPONDENT’S CHALLENGE TO THE JURISDICTION OF THE ARBITRAL TRIBUNAL

6. Respondent denies the Claimant’s contention that the arbitral tribunal has jurisdiction to adjudicate upon the present dispute, and states that the arbitral tribunal lacks jurisdiction on the following grounds:

On November 20, 2019, the Claimant and Respondent entered into a supplementary agreement that specifically referred all disputes arising out of the Contract to mediation before Miles Mediation & Arbitration.

IV. RESPONDENT’S COMMENTS TO THE PROCEDURAL ASPECTS OF THE DISPUTE RESOLUTION CLAUSE

A. Arbitration Agreement under Clause 5(iv) of the Contract

Sample Response to Demand for Arbitration before Miles Mediation & Arbitration Services, LLC

7. The Respondent states that in view of the supplementary agreement dated November 20, 2019, as was agreed upon by the parties, the present dispute should be referred to mediation. The said clause is reproduced *verbatim* hereinbelow:

“The parties agree that the present supplementary agreement overrides all other contractual arrangements between the parties. Any dispute arising out of the contract dated August 5, 2019, shall hereinafter be referred to mediation before Miles Mediation & Arbitration.”

A copy of the supplementary agreement is annexed herewith as **Exhibit R-2**.

B. Law Governing the Arbitration

8. Since the supplementary agreement overrides the Contract, the Respondent denies that laws of State Bar of Georgia shall be applicable to the present arbitration.

C. Seat and Language of the Arbitral Proceedings

9. Since the supplementary agreement overrides the Contract, the Respondent denies that the applicable seat and language of the arbitration.

D. Arbitral Tribunal

10. The Respondent denies the appointment of the proposed arbitrator.

E. Submission of this Demand

11. The Respondent was served upon a copy of the Demand on November 14, 2022.

V. NATURE AND CIRCUMSTANCES OF THE DISPUTE

12. The Respondent states that the present dispute cannot be referred to arbitration. However, for the sake of argument, the Respondent submits that it never received \$10 from the Claimant and was therefore not entitled to deliver the pencil.

VI. RELIEF SOUGHT

13. At the outset, the Respondent rejects the relief sought by the Claimant and requests the arbitral tribunal to dismiss the Claimant’s Demand.
14. In light of the aforementioned facts and circumstances, the Respondent respectfully prays before the Arbitral Tribunal to dismiss the Demand and refer the dispute to mediation as contemplated under the supplementary agreement dated November 20, 2019.
15. Respondent reserves its right to plead, contend, and advance additional arguments and relief.

Respectfully submitted on November 20, 2022

For and on behalf of the Respondent,

/s/

Jaya Queen
Powered Law Firm