

3 NLIU Agreement Drafting & Presentation Competition, 2026

In Collaboration with Saraf & Partners

Proposition & Rulebook



PROPOSITION



INTRODUCTION AND BACKGROUND

1. Pixel Gaming Private Limited (“Pixel”) is a company incorporated in India under the Companies Act, 2013, with its registered office in Bengaluru, Karnataka. Pixel has emerged as a market leader in the online gaming sector, specializing in skill-based online real money games, including poker, rummy, fantasy sports and Esports, with its valuation peaking at US\$ 600 million as of July 2025.
2. The key stakeholders in Pixel comprise the following:
 - Arjun Mehra (the promoter-founder and CEO, holding 8% equity), who founded Pixel in 2018 after graduating from the Indian Institute of Management, Ahmedabad. Arjun is widely recognised in the Indian startup ecosystem and has been featured in several business publications as a pioneer in India’s skill-gaming market (“Founder”);
 - VentureLeap Fund (an India centric foreign (non-resident) private equity fund holding 85% equity), which invested US\$ 250 million in Pixel during its Series B funding round in 2022. VentureLeap Fund is managed by VentureLeap Advisors LLP, based in Gurugram, Haryana (“VentureLeap”);
 - Other minority shareholders (7%), comprising angel investors, employee stock option plan (ESOP) holders, and early-stage venture funds.

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INTRODUCTION AND BACKGROUND

3. In August 2025, the Indian government enacted the Promotion and Regulation of Online Gaming Act, 2025 (the “Gaming Act”) which imposed a nationwide ban on all forms of online money games, citing concerns over gambling, addiction, money laundering, and consumer protection. As a result of this regulatory overhaul, Pixel’s revenues plummeted by approximately 85% within two months, and the Company became financially distressed and has faced imminent cash flow challenges. Accordingly, Pixel stopped offering real money online gaming and currently provides social games and other e-games which do not involve any staking of money. As a result, the Company’s revenue has declined to a negligible level. However, it has substantial cash reserves of approximately US\$ 20 million.
4. Following the enactment of the Gaming Act, Pixel’s board of directors held an emergency meeting on September 15, 2025, wherein it was resolved that the Company must explore strategic alternatives including a complete sale of the business to protect shareholder value and avoid liquidation proceedings. Facing mounting losses and regulatory uncertainty, VentureLeap and the minority shareholders do not see any further value in Pixel and are seeking an immediate exit to recover their investments and minimise further losses. They believe that any further delay or waiting may further diminish value. While they acknowledge the need for Pixel to pivot to a legally compliant business model, however they are looking to offload their stake and exit the company given the current regulatory uncertainty around the online gaming industry.

PROPOSITION



INTRODUCTION AND BACKGROUND

5. The Founder, while emotionally invested in the company he built, is ready to pivot the business model of Pixel and undertake other business activities that are legally compliant. However, given that the other shareholders (including VentureLeap) no longer believe in his vision, he is open to a sale and wants an investor who trusts his vision and is ready to become a partner in his new business journey. Acknowledging that the current model is no longer sustainable, the Founder is proactively exploring new avenues, such as social gaming and related activities, as well as pivoting to entirely new business sectors such as financial services and other sectors by leveraging the large and engaged customer base on its platform.
6. Console Global Private Limited (“Console”/“Investor”), is a leading Indian gaming conglomerate offering video games and other e-sports to consumers in India and abroad. Console has its registered office in Pune, Maharashtra, with operations in over 40 countries. It sees an opportunity to significantly expand its operations in India by acquiring Pixel’s technology platform and user base of over 15 million registered users. Console has expressed interest to acquire 100% of Pixel’s paid-up share capital, subject to satisfactory completion of financial, legal, and technical due diligence and other relevant approvals, as applicable.



PROPOSITION

THE STAKES INVOLVED

7. Console's offer is attractive but comes with several conditions that reflect both the commercial opportunity and the regulatory risks inherent in the transaction. The proposed transaction structure includes the following key elements:

- Purchase Price Structure: The total consideration for the acquisition is proposed at US\$ 100 million, comprising an upfront cash payment to be paid on the closing date.
- Founder Continuity: Arjun Mehra would continue as the Chief Executive Officer (CEO) of Pixel. Further, the current top leadership team and key executives of Pixel will also be retained by Console.
- Warranties and Indemnities (W&I): While the current business of Pixel has largely been wiped off pursuant to the Gaming Act, Console sees an opportunity given its confidence in the Founder, the availability of significant cash reserves in the Company, and the distressed nature of the sale. They recognise value in the customer data and believe they are securing the asset at a bargain price which is why they want to close the transaction quickly. Further, VentureLeap and all the other shareholders (including Arjun) are seeking a clean exit and do not want any liabilities or complications or disputes arising from any of the past activities. Accordingly, they will not be providing any business-related representations or warranties to Console and will only be giving limited title-related warranties on their shareholding.



PROPOSITION

THE STAKES INVOLVED

8. For VentureLeap, the transaction represents a critical exit opportunity. While the consideration being offered values Pixel at a significantly lower valuation than their initial investment, they want to divest from Pixel following the regulatory ban.
9. For Arjun Mehra, he seeks to balance several competing priorities in this transaction. Specifically, he is concerned about:
 - Reasonable Contractual Restrictions: While he is willing to offer complete support in rebuilding the business of the Company, he wants his obligations under the agreement to be limited in scope – only limited restrictive covenants should be included which are necessary to facilitate the current transaction.
 - Employee Protection: Pursuant to the change in ownership, there is a strong possibility that Console may undertake lay-offs to cut costs and optimise operations of Pixel. Arjun is strongly against any lay-offs and wants to ensure that all his current employees should be retained on existing salary and commercial terms.



PROPOSITION

NEGOTIATIONS BETWEEN PIXEL, CONSOLE AND ARJUN MEHRA

10. Following extensive negotiations between the legal representatives of Pixel (including counsel for the sellers: Arjun Mehra, VentureLeap, and the minority shareholders) and Console during October and November 2025, the legal counsels for Pixel have proposed to prepare and present a draft of the Share Purchase Agreement (“SPA”), to be finalised and executed by March 31, 2026, taking into account the key considerations outlined below:

A. Purchase Price Structure: The transaction structure includes a cash payment of US\$100 million. Given the Company’s online gaming business model has largely halted and this is a distressed sale, the Investor views the deal as attractive due to confidence in the Founder, existing cash reserves, and the Company’s data repository, all at a bargain price. The sellers (including the Founder) do not want to assume any post-closing obligations or have extremely limited specific post-closing obligations. Specifically, Arjun Mehra requires assurance that his personal assets will not be implicated in any future claims or company liabilities. Additionally, the Investor will conduct comprehensive due diligence to mitigate risks, with the sellers agreeing to cooperate and rectify any material non-compliance identified in the diligence report as a condition precedent to Closing.



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- B. Founder’s Role and Consultancy:** Fresh employment agreement to be executed between Arjun Mehra and the Company, which will set out the scope and duration of Arjun Mehra’s role as CEO. It will outline his key duties during the transition and product innovation phase as well as the compensation structure and other standard aspects.
 - C. Customary covenants:** The agreement should include standard customary clauses in a transaction of this nature.
 - D. Indemnities and Limitation of Liability:** While the sellers intend to give very limited warranties with appropriate limitations on their liability, however Console would want suitable protection and recourse if any liability or claims arise in relation to any events pertaining to the period prior to the acquisition by Console.
11. The Transaction will involve the execution of several key documents, including but not limited to the SPA, as well as other ancillary agreements. At this stage, the SPA is of paramount importance as it forms the cornerstone of the deal and sets out the fundamental terms and conditions governing the transaction.
12. You have been appointed as legal counsel(s) for the sellers (i.e., Arjun Mehra, VentureLeap, and the other minority shareholders) to draft only the Share Purchase Agreement (SPA). The legal counsels for all parties have decided to reconvene at the National Law Institute University, Bhopal to negotiate and finalise the draft of the Share Purchase Agreement.



PROPOSITION CONCEPT NOTE

Apart from drafting the SPA, the participants are also expected to additionally provide a Concept Note, not exceeding 5 pages, covering the following aspects:

- Elaborate on the approach adopted in drafting the SPA basis the given factual scenario;
- The stamp duty payable on the SPA as well as transfer of shares, assuming execution in Karnataka, India;
- Rationale behind inclusion of key provisions as well as omission of certain key aspects;
- Address the overall approach that is required to be undertaken in preparing a seller-friendly draft of the SPA;
- Guidance to your client as legal counsel for the sellers on what aspects would be critical/non-negotiable and aspects that may be agreed to during negotiations with the counterparty;
- Please elaborate on whether W&I insurance should be obtained for this transaction, covering aspects such as role and importance of W&I insurance in deals of this nature; and
- While participants are expected to draft only the SPA, however, participants should provide and list down all the agreements that would need to be prepared for this transaction.



RULEBOOK

GENERAL GUIDELINES

1. The NLIU Law Review (hereinafter referred to as the “NLR” or “Organisers”) shall reserve all rights over the submissions received as part of the Competition, subject to the intellectual property provisions contained herein.
2. The decision of the Editorial Board of the NLR, and where applicable, the judges appointed for the Competition, shall be final and binding on all participants, and no correspondence or challenge shall be entertained in this regard.
3. NLR reserves the right to amend, modify, vary, or withdraw any conditions, rules, timelines, or guidelines of the Competition at any stage, owing to administrative exigencies or any other reason deemed fit by the Organisers.
4. Non-adherence to any of the General Guidelines, Rules, formatting requirements, or submission instructions prescribed may result in immediate disqualification, at the sole discretion of the Organisers.
5. The Competition is open to participation either on an individual basis or in teams consisting of a maximum of two (02) participants. No participant shall be permitted to submit more than one entry, either individually or as part of a team.
6. The Contract Proposition released by the Organisers shall form the sole and exclusive basis for drafting the Agreement. Participants are prohibited from substantially deviating from the factual matrix and scope of the Proposition.
7. The Agreement and the accompanying Concept Note submitted by the participants must be original work. Any form of plagiarism, including unattributed use of third-party material, excessive reliance on templates, or unauthorised use of artificial intelligence tools beyond permissible limits, shall attract disqualification.



RULEBOOK

RULES

A. LANGUAGE AND ORIGINALITY

1. The Agreement and the Concept Note shall be drafted strictly in the English language.
2. The language employed in the Agreement must be clear, precise, and commercially sound. Participants are encouraged to focus on purposeful and context-specific drafting.

B. SUBMISSION AND LENGTH

1. All submissions must be made in .docx format only. Submissions in any other format shall not be considered for evaluation.
2. The page limit for the Agreement shall be fifteen (15) pages, inclusive of the Cover Page, Signature Page, and Annexures (if any).
3. The Concept Note shall not exceed five (05) pages in length. Submissions exceeding the prescribed page limits shall be liable to penalty or disqualification, as determined by the Organisers.

C. FORMATTING REQUIREMENTS

1. The Agreement and the Concept Note must adhere strictly to the following formatting specifications:
 - Font: Times New Roman
 - Font Size: 12
 - Line Spacing: 1.5
 - Alignment: Justified
 - Margins: 1 inch on all sides
 - Paragraph Spacing: 0 pt before and after



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RULES

2. Participants must ensure uniform formatting throughout the document. Any attempt to manipulate formatting to circumvent page limits shall be viewed adversely.

D. MODE OF SUBMISSION

1. All submissions must be made only through the official electronic submission form provided by the Organisers. Submissions sent via email or any other mode shall not be accepted.
2. The submission must be anonymised. Any reference to the name of the participant(s), institution, or any identifying mark in the submission shall lead to disqualification.

E. CLARIFICATIONS

1. Requests for clarifications regarding the Contract Proposition must be submitted on or before ***December 27, 2025*** through the official ***Google Form*** circulated by the Organisers.
2. Only clarifications published officially by the Organisers shall be binding. Participants are advised not to rely on informal communications or assumptions while preparing their submissions.



RULEBOOK

USE OF ARTIFICIAL INTELLIGENCE (AI) TOOLS

1. Participants are permitted to use artificial intelligence tools solely for limited assistance such as grammar checks, language refinement, and formatting support.
2. The use of AI tools for substantive legal analysis, clause drafting, structuring of the Agreement, or preparation of the Concept Note is strictly prohibited.
3. Participants shall be required to submit a declaration affirming that the Agreement and Concept Note are substantially their own original work and that any use of AI tools, if at all, has been within the permissible limits prescribed herein.
4. The Organisers reserve the right to subject submissions to plagiarism and AI-detection checks. Any violation of this rule, as determined by the Organisers, shall result in immediate disqualification.



RULEBOOK

EVALUATION & JUDGING CRITERIA

A. PHASE I- AGREEMENT & CONCEPT NOTE

1. Submissions shall be evaluated by a panel of judges with expertise in commercial law and contract drafting.
2. The evaluation shall be based on, inter alia, the following criteria:
 - a. Application and Appreciation of Facts;
 - b. Clarity of the Problem, Language, Brevity and Coherence Quality;
 - c. Structure and Arrangement of Clauses;
 - d. Understanding of Clauses and Knowledge of Law;
 - e. Ingenuity;
 - f. Presentation Style and Formatting;
 - g. Rationale and legal reasoning reflected in the Concept Note.
3. The decision of the judges with respect to shortlisting submissions for Phase II shall be final and binding.

B. PHASE II- PRESENTATION & ASSESSMENT

1. The shortlisted teams shall be required to present and defend their Agreement before a panel of judges at the NLIU campus.
2. The presentation shall be assessed on the basis of:
 - a. Knowledge of Law;
 - b. Application and Appreciation of Proposition;
 - c. Understanding of Relevant Clauses in the Contract;



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EVALUATION & JUDGING CRITERIA

- c. Presentation Style and Clarity of Thought Process;
 - d. Responsiveness to Questions;
 - e. Ability to understand the Client's Expectations.
3. The final rankings and awards shall be determined on the basis of Phase II results, as per the discretion of the judges and Organisers.



RULEBOOK

INTELLECTUAL PROPERTY & PUBLICATION RIGHTS

1. The copyright in the submissions shall vest with the respective participant(s).
2. Notwithstanding the above, by participating in the Competition, the participant(s) grant NLR a perpetual, royalty-free, and non-exclusive licence to publish, reproduce, display, and disseminate the submissions, in whole or in part, in any form or medium, with due attribution.
3. NLR reserves the right to use anonymised submissions for academic, promotional, or archival purposes.
4. The participant(s) warrant that the submissions do not infringe upon the intellectual property rights of any third party. Any liability arising from such infringement shall be borne solely by the participant(s).