

Mediation Segment 1

General

Information

Preliminary Round
10 May 2025

TOUR TROUBLE:
Saylor's Version

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By Lahar Jain

Tour Trouble

Saylor Twist is a 27-year-old American singer-songwriter who skyrocketed to global fame after the viral success of her 2020 breakout single, “Pretty When I Cry.” A classically trained pianist turned pop artist, Saylor fused emotional lyricism with high-production pop and electronic beats, winning over Gen Z and millennial audiences alike.

Her 2022 world tour, “Sweet Venom,” sold out stadiums across five continents and grossed over \$400 million, making her one of the highest-earning artists of the decade. Known for her distinctive voice, elaborate live performances, and socially conscious branding, Saylor has become a multinational brand ambassador, headlined at Coachella, and recently signed a multi-album deal with a major streaming platform. Her highly anticipated 2025 “Starlight Sessions” tour, which includes immersive visual effects and collaborations with top designers, has already broken advance sales records in North America and Europe. StarSound Inc., a global entertainment firm based in Los Angeles has been her concert manager for the “Starlight Sessions” tour.

In early 2025, StarSound Inc. entered into a contract with Nova Events Pvt. Ltd., a rising event management company headquartered in Mumbai, to produce three concerts in India featuring global pop sensation Saylor Twist. These were scheduled for April 2025 in Mumbai, Delhi and Bengaluru, with an overall projected revenue of \$9 million, with each concert bringing in approximately \$3 million. StarSound is expecting a profit of \$2.5 million dollars. Nova is earning \$4 million from StarSound for its event management services.

According to the agreement, StarSound was responsible for artist coordination, international logistics, technical equipment, and regulatory compliance on the artist’s side, including visa facilitation and tax clearance under Indian law. Nova Events was to handle domestic promotion, venue booking, crowd control, security, and all local regulatory licenses and permits required under Indian entertainment law. [*Refer Annexure A*]



Mediation: Preliminary Round

In mid-March 2025, tensions emerged when StarSound failed to timely submit stage visuals and setlists for required content vetting under Indian media and public decency laws. When finally submitted, elements of the proposed stage production—including stylized religious motifs and protest-themed visuals—were flagged by Indian authorities as culturally sensitive. This led to delays in obtaining content clearance and sparked online controversy after leaked clips circulated on social media. Nova Events, though not involved in the creative direction, faced criticism from local stakeholders and heightened scrutiny from licensing bodies. The situation was further complicated by the upcoming general elections and a complete restriction on large public gatherings in Delhi.

At the same time, Nova had also delayed submitting a key entertainment license for the Mumbai venue, making it hard to get permission in time for the same. With compliance hurdles mounting and public pressure rising, StarSound withdrew Saylor Twist from the India tour, citing force majeure and reputational risk. Rumours of a potential Dubai concert in December have only intensified fan backlash.

Nova Events claims damages exceeding \$3 million in unrecoverable promotional, venue, and staffing costs. They assert that StarSound’s partial non-performance contributed to the current situation, and insist that at minimum, the concert should be rescheduled in 2025 itself. StarSound maintains that the situation is beyond their control and that they have limited artist availability in the fall due to Saylor’s participation in a global streaming concert in Los Angeles in November.

At the start of April 2025, the parties have agreed to engage in mediation to explore a constructive resolution — which may include a settlement, rescheduling of concerts, restructuring of the original deal, or other creative business solutions. StarSound is represented by their CEO and legal counsel, and Nova is represented by their Managing Director and legal counsel.



ANNEXURE A

Key Contractual Terms contained in the agreement are as follows:

5. Force Majeure: (1) For the purposes of this Agreement, “Force Majeure Event” shall mean any event or circumstance beyond the reasonable control of a Party, which prevents or materially delays that Party from performing its obligations under this Agreement, in whole or in part, despite reasonable precautions and commercially reasonable efforts to avoid or mitigate such event or its consequences.

(2) Force Majeure Events shall include, but not be limited to:

- i. Acts of God (such as earthquakes, floods, or other natural disasters);
- ii. War, terrorism, riots, civil unrest, or sabotage;
- iii. Epidemics, pandemics, or public health emergencies;
- iv. Government actions or restrictions (including travel bans, lockdowns, or bans on public gatherings);
- v. Changes in law or regulations;
- vi. Labor strikes or lockouts (excluding those affecting a Party’s own employees);
- vii. National elections or state-mandated security restrictions impacting public events.

6. Termination: (1) If the event is canceled due to a material breach by either party, the non-breaching party is entitled to reasonable damages proportional to unrecovered costs.

(2) In the event of force majeure, the parties must make commercially reasonable efforts to reschedule/postpone, unless either party can prove undue hardship.

(3) If canceled due to force majeure, the parties are entitled to a fair allocation of unrecoverable expenses.

10. Governing Law: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Republic of India, without regard to any conflict of law principles that would result in the application of the laws of another jurisdiction.

11. Dispute Resolution: (1) In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (“Dispute”), the Parties shall first attempt in good faith to resolve the Dispute through confidential mediation, to be conducted in Bengaluru, India.

(2) If the Dispute is not resolved through mediation, the same shall be finally settled by arbitration in accordance with the MCIA Rules for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Mumbai, and the arbitration proceedings shall be conducted in the English language. The arbitral tribunal shall consist of a sole arbitrator, unless otherwise agreed in writing.

(3) All proceedings under this Clause, including any settlement discussions, mediation, or arbitration, shall be kept strictly confidential.

