



DR. B.R. AMBEDKAR NLU SONEPAT AND CHADHA & CO. NATIONAL MOOT COURT COMPETITION



November 15th - 16th, 2024



DR. B.R. AMBEDKAR NATIONAL LAW UNIVERSITY,
SONEPAT

ABOUT THE UNIVERSITY

Dr. B.R. Ambedkar National Law University is situated in the Rajiv Gandhi Education City, Rai, Sonapat, which is home to more than thirteen esteemed educational institutions and universities that are currently operational. It is the 23rd National Law University in India, having been established in 2012 by the State Government of Haryana by State Legislature Act No. 15 of 2012. The University has firmly resolved to impart advanced legal education, practical legal skills and inter disciplinary understanding, keeping in view the requirements of a just and equitable society.

Our overarching objective is to shape the legal education as an instrument to provide justice- Social, Economic and Political. Our National Law University has effectively imbued its students with comprehensive viewpoints, as well as academic and introspective competencies, while taking into account wider national and humanitarian goals. We aspire to respect the values set forth in the Indian Constitution and to advance the rule of law.

As a new entrant in the domain of legal education, we aspire to be one of the towering institutions that have revolutionized the legal ecosystem. Our students have set a benchmark for themselves by winning glory for the University in various moot courts, judgment writing, client counselling, and other allied competitions. The various committees established in the University work in synergy for a holistic development of our students. By the means of various conferences, seminars and training programs, we aim to raise the caliber of our students at a higher pedestal in order to provide a seamless start to their careers.



MESSAGE FROM THE VICE-CHANCELLOR'S DESK

-Prof. (Dr.) Archana Mishra

We, at Dr. B.R. Ambedkar National Law University, Sonapat aim to equip our students with all the necessary tools that will help them carve out a niche for themselves in the real world. We strive to make our students active contributors towards making a just and equitable society. As a National Law University, it is our responsibility to be the beacon of national and regional societal transformation. We understand the needs of the modernized legal profession that has grown to be a dynamic field attracting some of the brightest young minds of our country and we consider it to be our primary duty to contribute in nurturing these budding legal scholars. In recent years, there has been a shift from the conventional rote learning process to hands-on learning. Various competitions like moot courts, client counseling, judgment writing, etc. provide the best opportunity to practice law in a simulated environment. Hence, it is a matter of pride for us to announce the organization of the Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024. We are elated to invite you to the competition that aims at testing the legal acumen of young minds like yours. We heartily invite you all to participate with great zeal and enthusiasm making it a huge success. We are looking forward to hosting you at our campus very soon.

Wish you good luck for your future endeavors.



MESSAGE FROM THE REGISTRAR'S DESK

-Dr. Sanjay Kumar

In the recent years, we have experienced a significant transformation in the legal landscape. Conventional professions have undergone a complete metamorphosis. The legal field has not remained untouched by this change. The legal profession has become demanding more than ever in the past. Thus, there is an additional responsibility on the legal educational institutions to prepare the students for the real world. Keeping this in mind, we are pleased to organize the Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024. It is an honor for us to invite you all to the competition that would give you a comprehensive exposure by offering a dynamic platform for you to compete. We have high hopes that it would be a great learning experience for all of us. We look forward to hosting you all on our campus very soon.

Wishing you the best!



**MESSAGE FROM THE
DEAN ACADEMIC AFFAIRS
-PROF. (DR.) ASHUTOSH MISHRA**

It is a matter of immense pleasure for the University to organize Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024. The competition aims to provide a stage where the students can showcase and build the art of legal argumentation, research, logical reasoning, and critical thinking.

We heartily welcome everyone to the first edition of the competition. We, at the university firmly believe that this endeavor will prove to be a memorable and worthwhile experience for budding lawyers and everyone engaged.

I encourage the learners of the law to make the best out of this opportunity while embracing the ethos of fair competition and contributing to the advancement of the noble profession.

Let's join hands and make the event a great success!

ABOUT CHADHA & CO.

Chadha & Co. is a distinguished full-service corporate and commercial law firm based in New Delhi, India, renowned for providing high-quality and practical legal advice.

The firm is recognized for its business-savvy lawyers who bring extensive international exposure and a passion for solving complex legal challenges. With a commitment to delivering exceptional client service, Chadha & Co. is well-regarded for its proactive approach and ability to meet the unique needs of its clients.

The firm is well-connected with international law firms and serves a diverse clientele that includes Fortune 500 companies, as well as small and medium enterprises. Specializing in inbound advisory, Chadha & Co. offers comprehensive guidance to foreign corporations looking to establish and conduct business in India. This includes advice on India entry strategies, regulatory compliance, business structuring, and operational legal issues.

Chadha & Co. has expertise in a wide range of legal areas, including joint ventures, technology transfers, mergers and acquisitions, project finance, corporate governance, intellectual property, regulatory issues, competition, company law, contracts and labor and employment matters. The firm's dispute resolution team is highly effective, handling litigation, arbitration, and other forms of dispute resolution with efficiency and professionalism.



Rahul Chadha
Managing Partner



Namita Chadha
Managing Partner

ABOUT MCS

The Moot Court Society (MCS) at Dr. B.R. Ambedkar National Law University, established to simulate legal practice, plays a vital role in developing essential legal skills such as analysis, research, writing, and oral advocacy among law students. Through mooting, students gain practical experience in preparing and presenting legal arguments, enhancing their understanding of the complexities in the field.

The society has an impeccable mooting culture and has always ensured its development through a wide range of activities like workshops, seminars, lectures from distinguished personalities from the legal fraternity, and intra as well as inter-university competitions. The society, recently organised 1st 'NEOPHYTE' Moot Court Competition as well as its 5th edition of the DBRANLU Intra Moot Court Competition in an attempt to bridge the gap between the courtroom and the classroom. The society has also carved out an enviable niche for itself in the legal fraternity by successfully organising its 1st National Moot Court Competition- Late Lala Dip Chand Memorial National Moot Court Competition, in the year 2021, which witnessed huge participation from students across India.

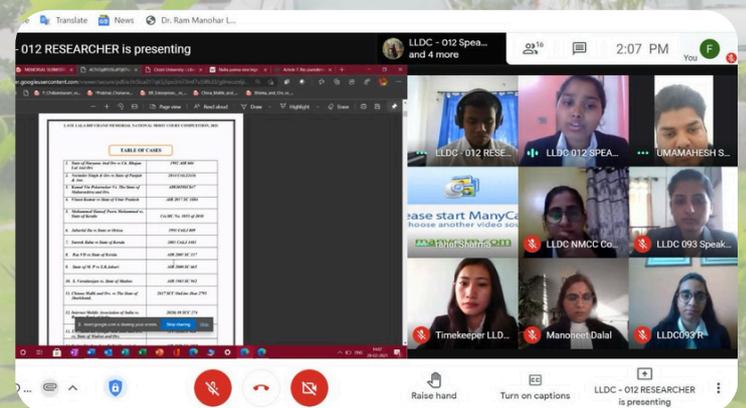
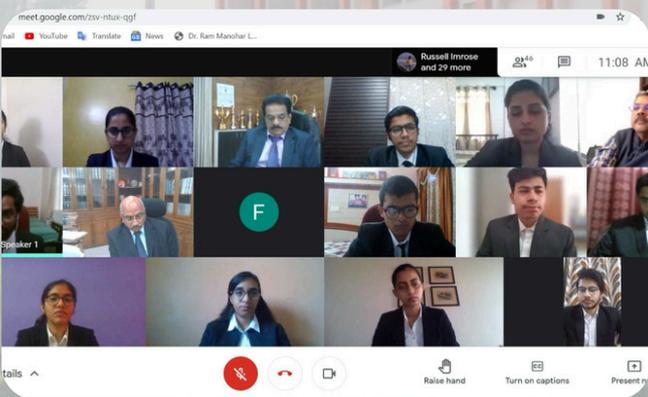
The Society also conducts training programs and workshops regularly for honing drafting and argumentative skills of nascent legal minds. The workshop series is intended to endow the students with the practical knowledge and skills around the traditional as well as the latest emerging trends in the field of legal practice. The society has also been constantly revising and updating various policies in order to ensure a fair and equitable mechanism for moots. The University's mission is to work towards the achievement of the highest possible standard of excellence in mooting and to provide its students with the finest practises' that can be found in the field of law.

This year, the Moot Court Society proudly presents to you the Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024 to witness one of the greatest battles of young legal minds across the country. The competition aims to provide a platform for the students to showcase their legal skills and develop their personalities.

PAST EVENTS

Previously, a National Moot Court Competition honouring late Lala Dip Chand was conducted virtually in February 2021. The competition turned out to be a huge success. Graced by various experienced legal personnel, the competition saw participation from approximately 150 teams from all over the country. Out of these 150 teams, 32 teams were selected for the oral rounds based on their memorials. The counsels in the final rounds who argued excellently were adjudged by a bench comprising of Justice Hemant Gupta, Senior Advocate Chetan Mittal and Prof. (Dr.) K.C. Sunny. After a rigorous competition, the winning team was awarded a cash prize of Rs. 51,000/- and a Certificate of merit. This competition acted as a stepping stone and helped in bridging the gap between the theories of law and the practicality of the field.

At the University level, intra moot court competitions have been organized every year in order to promote mooting culture within the campus. The Moot Court Society has successfully organized five editions of 'The Intra-Moot Court Competition'. The latest edition of Intra-Moot Court was set in motion from December 13th, 2022 to December 14th, 2022 wherein various courtrooms witnessed riveting sessions with engaging and protracted arguments over a variety of issues, followed by enthralling rebuttal sessions. The 1st 'NEOPHYTE' Moot Court Competition, 2024 was organised for the first year students with the objective of introducing the students to the complexities and nuances of mooting.



EVENT ITINERARY



RULES AND REGULATIONS

1. Short title

This rulebook shall be referred to as the official rules of the competition for ‘**Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024**’.

2. Aim and objective

The Competition encourages teams of student-advocates to argue fictitious legal case, by presenting their legal arguments in front of a bench comprising experts in the relevant field of law. The competition will help in the overall development of a law student as it will inculcate discipline among the students and enhance their speaking and legal research skills. Dr. B. R. Ambedkar National Law University, Sonapat offers students from across the country the opportunity to participate in ‘**Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024**’ and develop an array of drafting, analytical, argumentation and interpretation skills.

3. Definitions

‘**Advanced Round**’ means the Quarter-final rounds, Semi-final rounds and Final round of the competition.

‘**Competition**’ means the Dr. B.R. Ambedkar NLU Sonapat and Chadha & Co. National Moot Court Competition, 2024.

‘**Court Master**’ means the officer of the court. The officer shall be charged with ensuring that the Court runs efficiently. During the competition, this officer will serve as a conduit for communication between the Organising Committee and the Court.

‘**Moot Proposition**’ means the official moot problem of the competition, prepared by the Organising Committee, supplemented, corrected, or clarified thereof.

‘**Memorial**’ means the written arguments submitted by the teams on behalf of both the parties according to the rules prescribed below.

‘**Official Email**’ refers to the email Id of the Moot Court Society (MCS), Dr. B.R. Ambedkar National Law University, i.e., nmcc.dbranlu@gmail.com

‘**Official website**’ means the official website of university, www.dbranlu.ac.in.

‘**Oral Rounds**’ means the rounds wherein the participating teams comprising both the speakers shall present their arguments before the judges on behalf of one of the parties against the other team representing the opposite party.

‘Organising Committee’ refers to the Moot Court Society of Dr. B.R. Ambedkar National Law University, Sonapat.

‘Participating team’ refers to any team of any institution participating in the Competition and who have registered themselves for the competition as per the rules and regulations.

‘Penalty’ means the deductions imposed on the scores of a participating institution.

‘Plagiarism’ refers to the

- Direct duplication of the work of somebody else’s work represented inter alia in books, articles, internet source without acknowledgement.
- Substantial duplication of somebody else’s work represented inter alia in books, articles, and internet sources without acknowledgement. This would include work where sentences have been substantially copied, that is, where at least seven continuous words from the original work are present in the impugned memorial and/or where a segment of the impugned memorial.
- Direct or substantial duplication of another moot memorial, irrespective of whether that memorial is a competing memorandum or not, and irrespective of whether there is acknowledgement or not. Substantial duplication denotes situations wherein sentences have been substantially copied, that is, where at the least seven continuous words from the original work are present in the impugned memorial and/or where a segment of the impugned memorial has been paraphrased from the other memorandum with minor changes, keeping intact the import of the latter.

‘Rebuttals’ refers to the arguments presented by the Petitioner/Plaintiff in response to the Respondent/Defendant’s submissions at the end of the main pleadings of all the oralists.

‘Rules’ means the official competition rules.

‘Scouting’ means witnessing, hearing, observing, etc. the oral submissions of a team other than the team such person is associated with or reading a memorial of a team to which he/she is not affiliated.

‘Sur-rebuttals’ refers to the defence presented by the Respondent/Defendant to the rebuttals.

‘Speaker’ means a participant who presents oral arguments in any given round.

‘Team Code’ means the code allocated to each Participating Team for the purpose of this Competition by the Organising Committee.

‘Team’ means the team which is eligible to participate in the competition after completion of the registration process.

4. Team Composition

- Each team shall comprise of a minimum of two (where both will be speakers) and maximum of three members (i.e. two speakers and one researcher). The roles shall remain the same throughout the competition and no change in the team composition will be allowed after the final registration.
- However, in cases of unforeseeable circumstances, the change in team composition may be allowed at the discretion of the Organizing Committee, if justifiable reasons are provided before the memorial submission.

5. Eligibility

- All students pursuing their 3 years/ 5 years undergraduate LL.B. degree course from any bona fide college/institute/university across the country are eligible to participate in the said competition.
- Not more than one team shall represent an institution.

6. Accommodation

Accommodation will only be provided to the teams participating in the oral rounds for the days of the competition.

7. Language

The official language of the competition shall be English.

8. Registration

- The registration process for the competition shall commence from 18th September, 2024.
- The registration shall be deemed complete only after the successful submission of registration fee along with a duly filled final registration form before 11:59:59 PM on 28th September, 2024.
The registration link - <https://forms.gle/x6aoDJA8qCm7untN9>
- The team shall nominate one team member to be the 'contact person'. This person will be responsible for all the official communication between the organizers and the team.
- Fees once paid is **non-refundable**.
- On successful registration, participants will receive an acknowledgment email.
- A scanned copy of the registration form (page 21-22), duly signed by the Head of Department of the college/ institution/ university along with the fee receipt of the payment for the moot competition has to be attached during the online registration process. Registrations without the aforementioned requisites will not be valid.

9. Registration fee

The registration fee for the competition shall be **Rs. 1500/-** (non-refundable) The payment has to be made online (NEFT, RTGS, UPI, IMPS) in the account mentioned below:

- **Bank Name:** HDFC Bank Ltd.
- **Account Holder Name:** Registrar DBRANLU
- **Account Number:** 50100156483861
- **IFSC Code:** HDFC0003433

The receipt/screenshot of online transfer has to be uploaded along with the registration form itself.

The teams qualifying after the memorial elimination rounds will have to make an additional payment of **Rs. 6000/-** (non-refundable) including accommodation.

10. Dress code

The participating teams shall strictly adhere to the following dress code when present in any courtroom during the competition:

Girls: White salwar and kurta or white shirt and black trousers along with black blazer, tie and black shoes.

Boys: White shirt, black trousers along with black blazer, tie and black shoes.

Note: The participating teams are expected to adhere to the above-mentioned dress code during the inaugural as well as valedictory ceremony.

11. Team identity

Teams shall not disclose their identity or name of their college/institute/university whatsoever, except in the registration form. They shall communicate only through their team codes during the competition. Any such disclosure shall result in penalties including disqualification, subject to the discretion of the organizers.

12. Competition structure

12.1 Introductory

The competition shall be bifurcated into the following two stages :

STAGE 1: Memorial Elimination Round- All the teams registered for the competition are to submit memorials as per the rules of the competition.

STAGE 2: Oral Rounds- After careful scrutiny of the memorials as per the prescribed marking scheme, 24 teams shall qualify for the oral rounds. The oral rounds commencing from the preliminary rounds, followed by quarter-finals, semi-finals, and finals shall be conducted in offline mode at Dr. B. R. Ambedkar National Law University, Sonapat as per the guidelines mentioned hereinafter.

12.2.1 Memorial Submission

- Each team must prepare memorials for both parties to the dispute.
- One soft copy from each side of the memorial must be uploaded on the Google Form link attached herewith latest by 11:59:59 PM on **18th October, 2024**.
- The name of the file should be the allocated team code followed by the first letter of the party whose arguments are presented in that memorandum. For example: TC-01[P] for Petitioner/Plaintiff and TC-01[R] for Respondent/Defendant.
- Late submission will result in a 01 point penalty per team per day per side. Delay of more than 5 days will lead to disqualification.
- For the second stage, i.e. orals rounds, the participants must carry along with them at least 6 hard copies of the memorials and it must be submitted for memorial exchange.
- The participants should not mention the name of the institution they represent on the hard copy of the memorials.
- Once the memorials have been submitted, no revisions, supplements, or additions will be allowed.
- Link for memorial submission: <https://forms.gle/MABthy6c7jEZm23bA>

12.2.2 Format of the Memorial

1. Cover page: It must be blue for the Petitioner/Plaintiff and red for the Respondent/Defendant. The constituents of the first page are as follows:
 - Team Codes as assigned on the top right corner (which shall be communicated to the teams accordingly).
 - Name of the court before which the parties shall be appearing
 - Case Title
 - Year of the Competition
 - The side the party is representing
2. Table of Contents
3. List of Abbreviations
4. Index of Authorities
5. Statement of Jurisdiction
6. Statements of facts
7. Issues raised
8. Summary of Arguments
9. Arguments/Pleadings Advanced
10. Prayer

12.2.3 Memorial formatting guidelines

All the memorials submitted must comply with the following content specifications. Non-conformities shall be penalized.

- Font & Size (General): Times New Roman, 12 pts.
- Font & Size (Footnotes): Times New Roman, 10 pts.
- Spacing (General): 1.5 Line Spacing
- Spacing (Footnotes): Single Line Spacing
- Alignment: Justified
- Page Margins: 1 Inch on all sides
- The memorials should be typed on A4 size pages and all the pages should be numbered on the bottom right.
- The entire memorial (including the cover page) should not exceed 40 pages and the Arguments advanced should not span beyond 25 pages.
- Endnotes are not permitted.
- All the pages till the summary of arguments must follow the small roman numerals style (For example i, ii, iii, etc.) of page numbering. The pages from written arguments onwards must follow the Hindu-Arabic style of numbering (For example 1, 2, 3, etc.) beginning from 1.
- The memorials must follow the 20th edition of the Bluebook citation method.

12.2.4 Plagiarism

- Any team found guilty of plagiarism, as exceeding 20 percent shall be subjected to the stipulated penalty. The penalty imposed may also extend to the expulsion of the team from the competition.
- If found that a team has plagiarised the memorandum from another participating team, the latter may be asked to show cause for the same. If found unsatisfactory and, that the latter team allowed the former to copy its memorandum willingly, the team shall be penalized as the Organising Committee deems fit.
- The decision of the Organising Committee shall be final and binding on all the parties involved.

12.2.5. Evaluation

- The memorials shall be marked on a scale of 100, 0 being the minimum a team can score and 100 being the maximum.
- The breakup of the marking scheme is as follows:

S.NO	MARKING CRITERIA	TOTAL MARKS ALLOTTED
1.	Cognizance of law and facts	20 marks
2.	Coherent and proper analysis	15 marks
3.	Extent and quality of research	15 marks
4.	Presentation and structuring	15 marks
5.	Eloquence and grammar	10 marks
6.	Novelty of arguments	15 marks
7.	Ingenuity and lucidity of thoughts	10 marks

12.3 Draw of lots

The fixtures of the teams in the Preliminary rounds shall be determined by the draw of lots.

12.4 Oral rounds

- The oral rounds shall take place in offline mode within the premises of Dr. B.R. Ambedkar National Law University, Sonapat.
- In case the team comprises three members, i.e. two speakers and one researcher, the researcher shall sit with the speakers during the oral rounds, but at no point, he/she shall be allowed to address the bench unless specifically asked by the judges. Also, there shall be no oral communication between the team members and the speaker during the oral submissions.
- The oral pleadings shall be in English only. No participant shall be allowed to deviate from this language requirement.
- Each team shall inform the timekeeper about the allocation of time of their speakers and the time reserved for rebuttals and sur-rebuttals.
- The teams shall reach the respective courtroom 15 minutes prior. In case any team fails to reach the courtroom after the stipulated time given in the schedule, the rounds shall be conducted ex-parte and marking would be done as if the opposing team has argued.
- The pleading time shall be as prescribed by the rules of individual rounds and can only be extended at the discretion of the bench.
- The marking scheme for the oral rounds shall be as follows:

1.	Appreciation of and familiarity with facts	20 marks
2.	Credibility and use of authorities	15 marks
3.	Knowledge and application of law	20 marks
4.	Eloquence, structure and logic of presentation	15 marks
5.	Ingenuity and responsiveness to questions	20 marks
6.	Poise, demeanour and other courtroom etiquettes	10 marks
	Total	100 marks

12.4.1 Preliminary rounds

- The Preliminary round shall be conducted on 15th November, 2024 in **offline** mode.
- There shall be two preliminary rounds. Each team shall present their oral pleadings once as a Petitioner/Plaintiff and once as a Respondent/Defendant.
- The team arguing from the side of Respondent/Defendant in the first Preliminary round shall argue from the Petitioner/Plaintiff's side in the Second Preliminary round and vice-versa.
- Each team shall be allotted a total of twenty-five minutes per round to present their submissions including time for answering questions from the Hon'ble Bench, rebuttals and sur-rebuttals.
- The said twenty-five minutes shall include maximum two minutes for the rebuttals/sur-rebuttals. No speaker shall be allowed to speak for less than ten minutes.
- Teams with two straight wins in the Preliminary Rounds would advance to the next round.
- In case of more than eight teams with two wins, the team with higher cumulative score will advance. In case there are less than 8 teams with two straight wins, teams with less than two wins may also advance to the next round on the basis of higher cumulative team scores in both the Preliminary Rounds.

12.4.2 Quarter finals

- The Quarter-final rounds shall be conducted on 15th November, 2024.
- The top eight teams after both the Preliminary Rounds shall advance to the Quarter Final Rounds.
- There shall only be one quarter's round and each team shall be allotted a side to present their oral submissions.
- Each team shall be allotted a total of twenty-five minutes to present their submissions including time for answering questions from the Hon'ble Bench, rebuttals and sur-rebuttals.
- The said twenty-five minutes shall include maximum two minutes for the rebuttals/sur-rebuttals. No speaker shall be allowed to speak for less than ten minutes.
- The Quarter-Final Rounds shall be a knock-out round.

12.4.3 Semi-finals

- The Semi-final rounds shall be conducted on 16th November, 2024.
- There shall only be one round and each team shall be allotted a side to present their oral submissions.
- Each team shall be allotted a total of thirty minutes to present their submissions including time for answering questions from the Hon'ble Bench, rebuttals and sur-rebuttals.

- The said thirty minutes shall include maximum three minutes for the rebuttals/sur-rebuttals. No speaker shall be allowed to speak for less than twelve minutes.
- The Semi-finals round shall be a knockout round.

12.4.4 Finals

- The Final round shall be conducted on 16th November, 2024.
- There shall only be one round and each team shall be allotted a side to present their oral submissions.
- Each team shall be allotted a total of thirty-five minutes to present their submissions including time for answering questions from the Hon'ble Bench, rebuttals and sur-rebuttals.
- The said thirty-five minutes shall include maximum three minutes for the rebuttals/sur-rebuttals. No speaker shall be allowed to speak for less than fifteen minutes.
- The team having a higher score shall be declared the winner of the competition. In case a tie persists, the score of the memorial shall be considered to declare the winner.

13. Clarifications

- Clarifications can be sought on any part of the moot proposition by 1st October, 2024. All the clarifications must be uploaded on the Google Form attached herewith. The link for the form is - <https://forms.gle/WrrfCXrSEppAVvRUA>
- Any request for a clarification made must be clear and related to the facts of the case, not any substantive arguments.
- The clarifications shall be released by 7th October, 2024 .
- The list of clarifications after the release shall be declared to be a part of the proposition.
- It is at the discretion of the Organising Committee to decide whether a clarification sought for is valid and to be clarified.

14. Rights over the memorials

- The Organising Committee of the competition reserves the rights to disseminate and produce the memorials as and when deemed necessary for the purpose of the competition. Submission of the memorials will constitute the team's consent to do the same.
- The committee also reserves the right to publish the memorials.

15. Code of conduct

- All the team members must refrain from disclosing their identity or the identity of their institution in any form during the course of the competition. Any such disclosure shall lead to immediate disqualification of the team.
- No team shall observe the oral rounds of another team, except the finals. Any kind of scouting shall lead to immediate disqualification.
- The participants shall not record any audio or video during the oral proceeding.
- Indulgence of any participant in any kind of misconduct directed towards the judges or the Organising Committee shall lead to immediate disqualification.
- The teams are not allowed to contact the judges immediately after the conclusion of the rounds for feedback. Nevertheless, they may approach the judges for the same after the culmination of the competition, with minimum inconvenience caused to them.
- Use of mobile phones, laptops or any sort of electronic gadgets is strictly prohibited during the oral proceedings for any purposes.

16. Dispute Resolution

- In case of any dispute arising out in the course of the competition, the discretion shall solely vest with the Organising Committee and their decision shall be final and binding.
- If anything is not covered by the rules, the decision of the Organising Committee shall be final and binding on that subject.

17. Results

- The results will be announced after the completion of each round for all the teams in the preliminary/ quarter / semi-final rounds.
- The Final result and the winners of the various categories will be announced only during the valedictory ceremony to be held on 16th November, 2024.
- The Certificates of Participation shall be provided to only those teams who attend the valedictory ceremony to be held on 16th November, 2024.
- The teams shall be first differentiated on their win-loss record after the Preliminary Rounds;
- If there is a tie, the team with the higher aggregate score shall be ranked higher.
- If the tie subsists, the team with the higher memorial score shall be ranked higher.

AWARDS

WINNER

The winning team shall be awarded a cash prize of **INR 60,000/-** along with a Trophy and a certificate of merit.

The runners-up team shall be awarded a cash prize of **INR 50,000/-** along with a Trophy and a certificate of merit.

RUNNERS-UP

THIRD BEST TEAM

The third best team shall be awarded a cash prize of **INR 25,000/-** along with a Trophy and a certificate of merit.

The fourth best team shall be awarded a cash prize of **INR 15,000/-** along with a Trophy and a certificate of merit.

FOURTH BEST TEAM

BEST STUDENT ADVOCATE

The Best Student Advocate shall be Awarded with a cash prize of **10,000** along with a Trophy and Certificate of Merit.

The team with the Best Memorial shall be Awarded with a cash prize of **15,000** along with a Trophy and Certificate of Merit.

BEST MEMORIAL

- All the participants shall be given participation certificates.

REGISTRATION FORM

Note: PLEASE USE BLOCK LETTERS ONLY TO FILL IN DETAILS. SOFT COPY OF THE FORM HAS TO BE SUBMITTED.

1. Name and Address of Participating College/ University:

2. Contact Number of College: _____

3. Name of Head of the Institution (Principal/Director): _____

4. Name of Faculty Coordinator of Institute's MCS: _____

Contact Number: _____

5. Details of Payment of Registration

Fee: _____

Transaction ID: _____

Bank: _____

Date of Payment: _____

6. TEAM DETAILS:

Name of Speaker 1: _____

Contact: _____

Email: _____

Gender: _____

Signature: _____

Name of Speaker 2: _____

Contact: _____

Email: _____

Gender: _____

Signature: _____

Name of Researcher: _____

Contact: _____

Email: _____

Gender: _____

Signature: _____

Declaration:

We hereby declare that the institution and its team members will abide by all the rules of the competition set by the organisers. We also confirm that all the information provided by us in this registration form is true and accurate to the best of our knowledge. In case of non-compliance or violation of any rule or regulation on our part, the organising body shall reserve the right to cancel our registration.

SIGNATURE:

SPEAKER-1

SPEAKER-2

RESEARCHER

Signature and Seal of the Head of the Institution

Moot Proposition

1. Solar Water Corporation Limited ('SWCL'), incorporated under the local laws of Hundia, is a public sector undertaking controlled by the government of Hundia. SWCL is desirous of solving the water scarcity problem in southern parts of Melva region in Hundia by setting up a Solar Seawater Desalination Plant in Melva, Hundia. Accordingly, SWCL issued an e-tender in May 2023, inviting bids from eligible bidders from Hundia for design, supply, installation, engineering and commissioning of a 2MW Solar-Powered Seawater Desalination Plant ('Project'). The last date of submission of the bid was June 10, 2023.
2. Aadhan Green Energy Limited ('AGEL') is a company incorporated under the laws of Hundia. AGEL participated in the abovementioned e-tender and submitted its bid on June 08, 2023, for the Project. AGEL was declared as the successful bidder by SWCL on July 1, 2023, and accordingly, Letter of Acceptance dated July 1, 2023 was issued to AGEL. Subsequently, a contract (Exhibit I) dated July 10, 2023, was executed between SWCL as the 'Employer' and AGEL as the 'Contractor' for execution of the Project ('Contract').
3. Pursuant to the Contract, SWCL released the advance payment amounting to INR 10,00,00,000/- (Indian Rupees Ten Crores) on July 30, 2024, as per Clause 4 of the Contract, and AGEL mobilized its machinery and manpower to Melva for execution of the Project. The Contractor also provided an advance payment bond to the Employer on July 30, 2024. AGEL purchased specialized machinery, custom-made for the Project, worth INR 2,00,00,000 (Indian Rupees Two Crores). AGEL promptly informed SWCL on July 31, 2024, that it has purchased the requisite machinery and commenced work.
4. For the first three months, i.e. August 2023, September 2023 and October 2023, the Project progressed as per the milestones provided in Clause 5 of the Contract i.e., 24% of the Project was completed by AGEL. SWCL had released INR 7,50,00,000/- (Indian Rupees Seven Crores and Fifty Lakhs) for the work executed by AGEL for the month of August 2023 after deducting advance payment. However, SWCL did not make the payment for the months of September 2023 and October 2023 to AGEL. AGEL, on multiple occasions, requested SWCL for payment of its invoices for the months of September 2023 and October 2023 as the non-release of payment was causing severe financial distress to AGEL, which would ultimately impact the progress of the Project. However, SWCL did not release the payment to AGEL.

5. From November 2023 till March 2024, AGEL delayed in completing the Milestones as per Clause 5 of the Contract and was only able to complete forty percent (40%) of the Project. SWCL wrote to AGEL on multiple occasions between November 2023 to March 2024, asking it to complete the Project as per the Milestones provided under the Contract and engage additional manpower and machinery to catch up with delayed progress. However, AGEL did not adhere to the Milestones provided under the Contract. SWCL, till March 2024, released the payment of INR 15,00,00,000/- (Indian Rupees Fifteen Crores) to AGEL for work executed by it in the months of September 2023 and October 2023, after making deductions for advance payment.

6. Due to the aforesaid delay in the Project, SWCL, vide its letter dated April 01, 2024, wrote to AGEL stating the following:

a. The Contract will stand terminated on April 30, 2024, and the scope of work under the Contract has been reduced to fifty percent (50%). Accordingly, AGEL is required to complete the remaining ten percent (10%) of the work by April 30, 2024.

b. Delay LD and Milestone LD shall be levied on AGEL for the entire work executed by it, i.e. fifty percent (50%) of the Contract Value.

c. The remaining advance payment of INR 7,50,00,000/- (Indian Rupees Seven Crores and Fifty Lakhs) must be repaid by AGEL by April 30, 2024, otherwise the advance payment bond shall be invoked by SWCL.

d. SWCL will release the remaining payment to AGEL on May 01, 2024 for the work executed by AGEL till April 30, 2024.

7. Pursuant to the aforesaid letter, SWCL allotted the remainder of the work related to the Project to Mensa Energy. The appointment of Mensa Energy was done at a higher price due to appointment at a belated stage and a greater number of manpower and machinery was required to catch up with the progress of the Project and to complete the Project by July 31, 2024.

8. AGEL, vide its letter dated April 2, 2024, wrote to SWCL that the reduction in scope of work under the Contract is arbitrary and illegal as the delay was not attributable to it but to SWCL itself as it failed to release the payment for the works executed by AGEL.

9. Thereafter, various communications were exchanged between AGEL and SWCL in the month of April 2024 with respect to deductions of work, release of remaining payment to AGEL, settlement of accounts, etc. SWCL remained firm in its stand in relation to reduction of works and asked AGEL to complete the remaining ten percent (10%) work by April 30, 2024.

10. AGEL suspended its work on the Project stating that due to non-payment and arbitrary reduction of Contract by SWCL, it would be unable to complete the work on the Project. Disputes arose between SWCL and AGEL. As per Clause 8 of the Contract, SWCL decided to amicably resolve the disputes between it and AGEL and held settlement meetings in May 2024, which concluded on May 31, 2024. As per the settlement that was entered into between SWCL and AGEL vide various emails, the following was discussed and decided:

a. SWCL had released INR 22,50,00,000/- (Indian Rupees Twenty Two Crores and Fifty Lakhs) for the work executed by AGEL for the months of August 2023 to October 2023. Further, SWCL will release the payment for remaining work executed by AGEL on June 10, 2024 after deducting advance payment;

b. SWCL will not impose any Delay LD and Milestone LD on AGEL for the delay in completion of work on the Project. Additionally, SWCL will not impose any additional costs on AGEL that it incurred for the engagement of Mensa Energy.

c. SWCL will release the advance payment bond to AGEL on June 10, 2024.

d. AGEL will accept the early closure of the Contract.

11. Accordingly, AGEL, vide, its email dated May 31, 2024, wrote to SWCL stating that they can proceed to close the Contract.

12. As per the terms of the settlement, SWCL released the remaining payment on June 10, 2024 to AGEL, and also released the advance payment bond on the said date.

13. Pursuant thereto, AGEL approached the High Court of Melva for resolution of its disputes with SWCL asking for losses suffered by it towards profit and opportunity due to illegal termination of the Contract and stated that the settlement entered between SWCL and AGEL was entered into under duress and coercion. On the other side, SWCL claimed that the settlement was full and final, and binding on both the parties. However, SWCL stated that if settlement was set aside, it would have its claims for Delay LD and Milestone LD. AGEL and SWCL submitted their respective submissions to the High Court of Melva. The matter is now fixed for a final hearing before the High Court of Melva, and the following issues are to be determined:

(a) Whether the settlement entered into between SWCL and AGEL constitutes a full and final conclusion of all claims and disputes between the parties in light of the alleged averment of it being entered into under duress and coercion?

(b) If the answer to issue no. (a) is in the negative, whether SWCL is entitled to claim Delay LD and Milestone LD from AGEL as per the Contract?

(c) Whether the termination of the Contract by SWCL is illegal and unlawful? If the answer is in the affirmative, whether either party is entitled to claim any losses towards profit and opportunity as a consequence of such termination?

Note:

(i) The laws of India are pari materia to the laws of Hundia.

(ii) The names, characters, incidents are fictitious and created for academic purposes only.

(iii) Each team must prepare the submissions from both the sides.

(iv) The teams are at liberty to frame any other issues/sub-issues in addition to the above stated issues.

Exhibit I

Contract executed between SWCL (Employer) and AGEL (Contractor)

The parties, as defined in Clause 1, have executed this Contract on July 10, 2023. The parties agree on the following terms:

Clause 1: Parties

Employer: Solar Water Corporation Limited ('SWCL'), incorporated under the local laws of Hundia, is a public sector undertaking controlled by the government of Hundia.

Contractor: Aadhan Green Energy Limited ('AGEL') is a company incorporated under the laws of Hundia.

Clause 2: Definitions

- a. The Completion Date of the Project is July 31, 2024;
- b. The Delay Liquidated Damages ('Delay LD') means the liquidated damages for failure to meet the Completion Date;
- c. Milestone Liquidated Damages ('Milestone LD') means liquidated damages for failure to meet the due date for each milestone as provided in the Contract;
- d. Contract Value is INR 100,00,00,000/- (Indian Rupees One Hundred Crores).

Clause 3: General Terms

- a. The Employer is entitled to engage other Contractors for the Project to meet the Completion Date and change the scope allotted under this Contract on its discretion. However, the scope of the Contract must not be reduced by more than 36% of the value of the Contract.
- b. Time is of the essence in the Contract.

Clause 4: Terms of Payment

- a. The Employer shall make an advance payment to the Contractor equivalent to ten percent (10%) of the Contract Value, and the said advance payment shall be paid within twenty (20) days of the execution date of the Contract. Further, the Contractor shall issue an advance payment bond of ten percent (10%) of the Contract Value to the Employer within twenty (20) days of the receipt of the advance payment. The advance payment made by the Employer shall be deducted at the rate of ten percent (10%) from the bills raised by the Contractor for the work executed by it in each month. If the full amount of the advance payment has not been repaid by the Contractor prior to termination of the Contract, then the balance amount shall be paid by the Contractor within twenty (20) days of termination of the Contract.
- b. The Employer shall make a payment for each invoice raised by the Contractor within thirty (30) days of receipt of the invoice after deducting the amount towards the advance payment bond, and any amount required to be withheld as per applicable law.

Clause 5: Milestones under the Contract

The Contractor must achieve the following milestones:

Period	%of work to be completed	Period	%of work to be completed
August 31, 2023	8%	February 29, 2024	56%
September 30, 2023	16%	March 31, 2024	64%
October 31, 2023	24%	April 30, 2024	72%
November 30, 2023	32%	May 31, 2024	80%
December 31, 2024	40%	June 30, 2024	90%
January 31, 2024	48%	July 31, 2024	100%

Clause 6: Delay LD

a. If the Contractor fails to complete the Project by the Completion Date, the Contractor shall pay a sum equivalent to 1/3% of the Contract Value as Delay LD and not as penalty, without prejudice to Employer's other remedies under the Contract, for each week or part thereof which elapses between the Completion Date and the date when the Project is completed.

b. The Employer would be entitled to set off the Delay LD against any payment due to the Contractor under the Contract.

Clause 7: Milestone LD

a. If the Contractor fails to complete the Project by each milestone period as provided in Clause 4 above, the Contractor shall pay a sum equivalent to 1/12% of the Contract Value as Milestone LD and not as penalty, without prejudice to Employer's other remedies under the Contract, for each week or part thereof which elapses between the due date for Milestone and the date when the Milestone is completed.

b. The Employer would be entitled to set off the Milestone LD against any payment due to the Contractor under the Contract.

Clause 8: Termination

a. The Contract may be terminated by either party without cause by giving thirty (30) days' written notice of termination to the other party.

Clause 9: Dispute Resolution

a. All disputes or differences arising between the parties in relation to this Contract shall be amicably settled by both parties.

b. In the event of failing to settle such dispute(s) or difference(s), either party shall have the right to refer the dispute(s) or difference(s) to the High Court of Melva based on the laws of Hundia.

Note: The moot proposition has been drafted by Chadha & Co.. Participants shall not reach out to either of the setters or anyone working for Chadha & Co for any clarifications.

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