

**DEPARTMENT OF LAWS
PANJAB UNIVERSITY, CHANDIGARH**

JAMIA TRIALS NOTICE

This is to inform the students who wants to Participate in "10TH JAMIA MILLIA ISLAMIA NATIONAL MOOT COURT COMPETITION, 2023" which is going to be held by 3rd to 5th November 2023, Jamia Millia Islamia, New Delhi to appear for preliminary trials with their respective teams on 12th October 2023 in Moot Court Hall, Block –II, Department of Laws

Timings 1:15 P.M.

Prof. (Dr.) Shipra Gupta
Coordinator



10TH

JAMIA MILLIA ISLAMIA NATIONAL MOOT COURT COMPETITION

3RD TO 5TH NOV 2023

ORGANISED BY

MOOT COURT ASSOCIATION
FACULTY OF LAW
JAMIA MILLIA ISLAMIA



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ABOUT JAMIA MILLIA ISLAMIA

Jamia Millia Islamia (JMI), was originally established in 1920 at Aligarh in United Provinces. It became a Central University by an act of the Indian Parliament in 1988. The story of its growth from a small institution in pre-independence India to a Central University located in New Delhi—offering integrated education from nursery to research in specialized areas—is a saga of dedication, conviction and vision of people who worked against all odds and saw it growing step by step. JMI is affiliated with various statutory bodies and holds prestigious accreditations. Over the years, it has evolved into a secular and inclusive institution that welcomes students from all faiths and backgrounds. Apart from academic excellence, JMI has been an active participant in the country's socio-political movements. During the Indian independence struggle, it became a hotbed of nationalist activities and played a pivotal role in mobilizing students against British colonial rule.

In recent times, JMI has continued to promote research and innovation, enabling students and faculty to contribute to cutting-edge research across various fields. The university has also been proactive in reaching out to marginalized communities and promoting social justice through various outreach programs and initiatives. The campus itself reflects the rich cultural heritage of India, combining traditional Mughal architecture with modern amenities. It provides an environment that encourages holistic development and fosters a sense of community among its students.

The university has been awarded an A++ Grade by the National Assessment and Accreditation Council (NAAC). It is recognized by the UGC, All India Council for Technical Education (AICTE), Bar Council of India (BCI) and National Council for Teacher Education (NCTE). JMI has also achieved impressive rankings, such as securing the 3rd rank among universities in the National Institutional Ranking Framework (NIRF) 2023. It holds commendable positions in various disciplines, including architecture, law, dental, management, and engineering. The vision of JMI is to attain peaks of excellence in the dissemination of knowledge and learning with a view to develop global competencies and contribute to national development by generating trained manpower.

ABOUT THE FACULTY OF LAW

The Faculty of Law, Jamia Millia Islamia was established in 1989. Over the past two decades, the faculty has made significant progress in terms of restructuring courses and syllabi, experimenting with innovative techniques of imparting legal education and strengthening its clinical programme in order to give due emphasis to the expanding horizons of the legal profession.

The Faculty of Law at JMI offers a range of undergraduate, postgraduate, and doctoral programs in law. The faculty offers a five-year integrated LL.B. (Bachelor of Laws) program [replacing three-year LL.B. Course], from the academic session 2002-2003. Further, the postgraduate programs include a two-year LL.M. (Master of Laws) program in three specialized streams namely Personal Laws, Corporate Laws and Criminal Laws. The faculty also offers a Ph.D. in Law.

The Faculty of Law at JMI has a long history of producing highly skilled and competent legal professionals who have made significant contributions to the legal field in India and abroad. It is known for its excellent faculty, who are highly qualified and experienced in their respective areas of expertise. The faculty members are engaged in a wide range of research activities and regularly publish their work in leading national and international journals. They also participate in various national and international conferences and seminars, to share their research findings and insights with the legal community.

In addition to its rigorous academic program, the Faculty of Law at JMI also provides a range of extracurricular activities and opportunities for its students to develop their skills and knowledge outside the classroom. Overall, the Faculty of Law at JMI has been ranked 5th in the 'Law' category of NIRF 2023 for its excellent academic program and its commitment to produce highly skilled and competent legal professionals.

MESSAGE FROM THE VICE CHANCELLOR



PROF. (DR.) NAJMA AKHTAR
(Vice Chancellor, Jamia Millia Islamia)

I extend to all honorable institutions across the nation, a warm invitation to participate in the *10th edition* of the *Jamia Millia Islamia National Moot Court Competition, 2023*. I am indeed delighted that the next edition of the Jamia Millia Islamia National Moot Court Competition is being held from 3rd to 5th November 2023.

Jamia Millia Islamia marked its modest beginning in 1920 at Aligarh, in Uttar Pradesh, with the resolute determination of its founding members- Shaikhul Hind Maulana Mahmud Hasan, Maulana Muhammad Ali Jauhar, Jenab Hakim Ajmal Khan, Dr. Mukhtar Ahmad Ansari, Jenab Abdul Majeed Khwaja, and Dr. Zakir Hussain to create an institution that would manifest indigenous ethos and spirit of plurality. It was conceived as a national institution that would offer progressive education and nationalist ideals to students from all communities, particularly minorities.

The Jamia Millia Islamia National Moot Court Competition has become a tradition, not only for our institution but also for the legal community, as it showcases the remarkable talent and dedication of aspiring legal minds. Moot court competitions are not just about simulated legal battles; they are a crucible in which future legal luminaries are forged. This competition represents an invaluable opportunity for our students to hone their advocacy skills, develop a deeper understanding of the law, and cultivate the art of persuasive argumentation.

I encourage all of you to embody the principles of professionalism, integrity, and respect throughout the competition. These qualities are not only essential for success in the legal profession but are also the pillars upon which the legal system itself rests.

I look forward to witnessing brilliance in action by all the participants.

MESSAGE FROM THE PRO VICE CHANCELLOR



PROF. (DR.) EQBAL HUSSAIN
(*Pro Vice Chancellor, Jamia Millia Islamia*)

It is with great pleasure that I take this opportunity to invite all the esteemed institutions from all over India to the *10th edition* of the *Jamia Millia Islamia National Moot Court Competition, 2023*. It is indeed a moment of great pride for our institution to host this event, which has evolved into a platform for legal excellence and scholarly discourse. This annual moot court competition is a testament to our commitment to nurturing and honing the legal talents of our students.

The *10th Jamia Millia Islamia National Moot Court Competition, 2023*, is a hallmark event that showcases law students' skills and talents and fosters a spirit of camaraderie and healthy competition within the legal community. I am eager to contribute my best efforts to uphold the high standards associated with this competition. It is in this spirit of academic rigor and professional development that we have organized this event.

I would like to express my heartfelt gratitude to the organizing committee, faculty advisors, coaches, and volunteers who have worked tirelessly to make this event a reality. Your dedication is a proof of experiential learning and the growth of our legal community.

It is a pleasure to witness the brightest legal minds from various institutions come together to engage in the art of advocacy and dispute resolution. Together, let us make this event a memorable and intellectually stimulating experience for all participants. I am looking forward to seeing law schools from all over the country represented at this renowned event.

MESSAGE FROM THE DEAN



PROF. (DR.) KAHKASHAN Y. DANYAL
(Dean, Faculty of Law, Jamia Millia Islamia)

It is indeed our privilege to announce the *10th edition* of the *Jamia Millia Islamia Moot Court Competition*, which is being organized by the Moot Court Association, Faculty of Law, Jamia Millia Islamia and is scheduled to be held from 3rd to 5th November 2023. With immense pleasure, we invite all the esteemed and prestigious Universities/colleges/institutions all over the country to be a part of this excellent opportunity.

The primary objective of this competition is to bring out students' latent skills whilst simultaneously offering them a learning experience and developing their competitive spirit. It aims to encourage people to investigate the various aspects of mooting in relation to dispute resolution, grasp its complexities, and gain a more practical awareness of alternative methods of dispute resolution outside of court, which will ultimately promote the various mechanisms of ADR.

Let the *10th Jamia Millia Islamia Moot Court Competition, 2023* serve as an encouragement to all the participating teams to broaden their legal acumen of law and sharpen their intellect to develop the skills vital for the cultivation of grandeur in the legal profession.

All law students across the country are cordially invited to participate in this competition and make it a grand success.

I wish all the participating teams the best of luck. May you put your best foot forward and utilise the gift of knowledge.

ABOUT MOOT COURT ASSOCIATION

The 10th Jamia National Moot Court Competition, 2023, is being organized by the Moot Court Association of the Faculty of Law, Jamia Millia Islamia. The Association is a student-led body that administers and stimulates excellence in Mooting and Legal Research activities at Jamia. It comprises of two committees namely the **Moot Court Committee** and the **Legal Research Committee**.

The **Moot Court Committee** is equipped with the task of promoting and inculcating the most fundamental skill of mooting required for any law student. The Committee channelises its efforts to create avenues for the students to engage in mooting and deliberation which facilitates in ensuring their holistic development. After the phenomenal success of the 9th *Jamia Millia Islamia National Moot Court Competition*, the Committee is thrilled and honoured to extend this enriching opportunity to all law students across the country once again.

For the session 2023-24, **Ms. Janvhi Rastogi** and **Ms. Sehar Rauf** hold the position as Convenors of the Moot Court Committee.

The **Legal Research Committee** aims to foster a culture of research, analysis and deliberation among the students of our faculty. It focuses on equipping the students with research and writing skills by organizing a range of events. Most recently, the committee has established the *Jamia Student Law Review (JSLR)* as a student-run, peer-reviewed online law review.

Ms. Shaivya Singh and **Ms. Zoya Shabbir** are the Convenors of the Legal Research Committee for the session 2023-24.

Both the Committees have been consistent in organizing events related to National and International Moot Court Competitions, Legal Research and Publication, Avenues in Higher Education and many more that play key role in honing the skills of a law student.

TIMELINE OF THE COMPETITION

1.	September 13, 2023	Release of Proposition
2.	September 29, 2023	Release of Brochure
3.	October 12, 2023	Last Date for Registration along with payment
4.	October 13, 2023	Last Date for seeking clarifications
5.	October 15, 2023	Release of clarifications
6.	October 24, 2023	Submission of memorials (soft copy)
7.	October 26, 2023	Result of the memorial selection round
8.	October 28, 2023	Final payment by the qualified teams after the memorial selection round
9.	November 3, 2023	Inaugural Ceremony, Researcher's Test, Draw of Lots and Exchange of Memorials
10.	November 4, 2023	Preliminary Rounds (1 & 2), Quarter Final Rounds
11.	November 5, 2023	Semi-Final Rounds, Final Round & Valedictory Ceremony

RULES OF THE COMPETITION

1. DEFINITIONS

1.1 “**Administrator(s)**” identifies as the Moot Court Association of the Faculty of Law, Jamia Millia Islamia, New Delhi, members thereof, or other persons appointed to conduct the competition.

1.2 “**Arbitral Tribunal**” connotes a collective reference to the judges present in the oral rounds, acting as ‘arbitrators’ for the adjudication of the oral rounds.

1.3 “**Clarifications**” refers to procedural order(s) and/ or any clarification(s) issued by the administrator which shall also form part of the problem.

1.4 “**Claimant**” refers to the side that argues on behalf of the Claimant at any given point in the competition.

1.5 “**Competition**” means the 10th Jamia Millia Islamia National Moot Court Competition, 2023.

1.6 “**Dress Code**” refers to the formal attire, strictly black and white to be followed throughout the competition.

1.7 “**Memorial**” refers to the written arguments/ pleadings submitted by each team in accordance with the competition rules.

1.8 “**Oral Round**” connotes a team’s pleadings, wherein the arguments are presented by two oralists, and submitted before the Arbitral Tribunal, on behalf each of the parties against another team representing the opposing party.

1.9 “**Oralist**” refers to the participant presenting oral arguments in given rounds.

1.10 “**Participant**” refers to any member of any team.

1.11 “**Penalty**” refers to deductions imposed on the memorial scores or oral pleadings of a participating team.

1.12 **“Rebuttals”** refers to the arguments presented by the Claimant in response to the Respondent’s submissions at the end of the main pleadings of all the oralists.

1.13 **“Researcher”** refers to the participant who shall sit in the Researcher’s Test. Such a participant shall only be allowed to speak in the oral rounds at the discretion of the Arbitral Tribunal.

1.14 **“Respondent”** refers to the side that argues on behalf of the Respondent at any given point in the competition.

1.15 **“Scouting”** means the observation of the Oral Rounds of any other person who is not associated with the team.

1.16 **“Sur-rebuttal”** refers to the defence set up by the Respondent team in response to the rebuttals.

1.17 **“Team Code”** refers to the code provided by the administrator through which the participating Institution will be represented throughout the competition.

2. INTERPRETATION

The Administrator will have the exclusive authority to interpret the Rules in the interest of fairness and equality. The interpretation placed upon these Rules by the Administrator shall be conclusive and the decision of the Administrator regarding the application of these Rules shall be final.

3. STRUCTURE OF THE COMPETITION

3.1 The Competition is open to all Institutions for participation. There shall be a Memorial Selection Round where only the top 24 teams will proceed to the oral rounds.

3.2 Eligibility

3.2.1 Participants from any Institution pursuing a 3-year LL.B. or 5-year integrated LL.B. course are eligible to take part in the competition.

3.2.2 Representation from each Institution is limited to one team.

3.3 Team Composition

3.3.1 Each team shall consist of three members. The substitution of any Team Member is not allowed after completion of the final registration except in extenuating circumstances at the discretion of the administrators.

3.3.2 Each team shall consist of two speakers and one researcher.

3.3.3 Each team shall be provided with a team code by the administrators which shall be mandatorily mentioned in the top right corner of the front page of the memorials.

3.4 The registration fees of the Competition shall be collected in two instalments, *first*, during the time of registration, and *second* upon the selection of memorial.

3.5 The Registration Fee applicable to all participating teams is **Rupees One Thousand only (Rs. 1000/-)**. The final date for payment of this fee is **12th October 2023**. The participants may refer the **Annexure-2 for the payment details**.

3.6 Thereafter, the top 24 teams will have to complete the registration formalities and the payment process. The qualified teams are required to make the final payment of **Rupees Two Thousand and five hundred only (Rs. 2500/-)** by **28th October 2023**. The details for the same shall be mailed to the qualifying teams after memorial selection round.

3.7 In case one of the qualifying teams fails to make the payment or quits the competition in between, the next team in line i.e., the 25th team, would be given an opportunity to proceed to the oral rounds upon completion of the remaining registration formalities.

4. REGISTRATION PROCESS

4.1 Teams must register themselves by **12th October 2023**.

4.2 The following registration form containing complete details of all team members shall be filled by the participating teams (<https://forms.gle/uVnoPQ8hfeCj16Dj9>).

4.3 Participation of the teams in the Moot Court Competition is subject to the selection of the memorial and payment of the registration fee. For this purpose, the team will be

deemed to have “formally registered” once the payment of the registration fee is completed.

4.4 Only upon communication of selection of the memorial from the Administrators shall the participants pay the remaining fee of **Rupees Two Thousand and five hundred only (Rs. 2500/-)** which includes lodging and food.

4.5 The link of the Payment will be notified to the team after the release of the results of the Memorial Selection Rounds.

4.6 The registration fee is non-refundable and no claim for refund of the fee shall be entertained.

4.7 Only those teams that successfully qualify for the Memorial Selection Rounds will proceed to the Oral Rounds.

4.8 Each team must provide the Administrator with an email of a member who will be the Person of Contact throughout the competition.

4.9 Each team will be allocated their Team Code after the confirmation of registration.

5. ACCOMMODATION AND FOOD

5.1 Accommodation and food for participating teams will be provided by the Faculty of Law, Jamia Millia Islamia.

5.2 Accommodation will be provided from **2nd to 5th November 2023 only**.

5.3 The accommodation provided shall be limited to the members of the team.

6. CLARIFICATIONS OF THE MOOT PROBLEM

6.1 Participating teams may request clarifications to the official moot problem by sending an email to mcc@jmi.ac.in latest by **13th October 2023**.

6.2 A full list of clarifications shall be released by **15th October 2023**.

7. ANONYMITY OF THE TEAMS

The teams must ensure that they do not disclose the identity of their college or their names at any stage of the competition. Any kind of canvassing shall lead to the disqualification of the teams or the imposition of severe penalties as determined by the Administrators.

8. MEMORIALS

8.1 Memorial Submission

8.1.1 Each Team participating in the Competition must prepare one Memorial on behalf of the Claimant and one on behalf of the Respondent.

8.1.2 Each Team must send a soft copy of their memorials for evaluation by **24th October 2023** before **11:59 P.M.** to mcc@jmi.ac.in. Memorials submitted beyond the deadline shall be subjected to a penalty of 2 marks per day. No submissions shall be accepted beyond **25th October 2023 (2:00 PM)**.

8.1.3 Teams selected after the Memorial Selection Round have to submit four hard copies of the memorials from each side on **3rd November 2023** at the **Registration Desk, Faculty of Law, Jamia Millia Islamia**.

8.2 Memorial Format

8.2.1 All soft copies of the Memorial submitted must be in Microsoft Word Document format (.doc/.docx). The title of the file shall be named as follows: **“Memorial for the Claimant/Respondent_<Team Code>”**.

8.2.2 All pages of the Memorial must be of A4 size with an equal margin on each side.

8.2.3 Except for the cover page, the Headings shall be 14 pt., and the text shall be 12 pt. The font style should be ‘Times New Roman’. The text should have 1.5 line spacing except for the Cover page. There should be 1 inch margin on both sides of the page.

8.2.4 The Hard Copies of the Memorial shall be printed on only one side.

8.2.5 Non-compliance with sub-rule (8.2.1) shall result in a penalty of 5 marks. Non-compliance of sub-rules (8.2.2) to (8.2.4) shall result in a penalty of 1 mark per page detected.

8.3 Memorial Content

8.3.1 The Memorials should contain the following sections:

- Cover Page Coloured differently for Claimant and Respondent.
 - a. Blue Cover – Claimant
 - b. Red Cover – Respondent
- Table of Contents
- Index of Authorities
- Statement of Jurisdiction
- Statement of Facts
- Statement of Issues
- Arguments Advanced; and
- Prayer

8.3.2 The **Arguments Advanced** should not exceed **20 pages**. Non-compliance will result in a **penalty of 1 mark per additional page**.

8.3.3 The memorial as a whole **should not exceed 35 pages** including the cover page.

8.3.4 The citation should be in compliance with the **21st edition of Bluebook**. Non-compliance will result in a **penalty of 1 mark** per page.

8.3.5 The entire content of the soft copies and the hard copies of the Memorial shall have to be the same. Non-compliance with this rule will entail penalties which may extend to disqualification.

9. EVALUATION CRITERIA FOR THE MEMORIAL ROUND

9.1 The maximum score for each memorial shall be 100 marks. The memorials shall be evaluated on the following criteria:

➤ Understanding of Law and Extent of Research	25 Marks
➤ Originality, Articulation and Clarity in Analysis	20 Marks
➤ Knowledge and Integration of Facts	20 Marks
➤ Logical progression of Ideas and Use of Authorities	15 Marks
➤ Persuasiveness of presentation and correctness of citations	10 Marks
➤ Grammar	10 Marks
TOTAL	100 Marks

9.2 Penalties to the memorial shall be imposed on the following manner:

DESCRIPTION	PENALTY
Failure to include all sections of the Memorial or the inclusion of an unenumerated section.	Two (2) marks for each such section.
Failure to include necessary information on the cover page of the Memorial or the use of colour on the cover page contrary to the scheme provided.	Two (2) marks for each such information and each violation of the colour scheme for the cover page.
Use of incorrect font, font size or line spacing.	One (1) mark per violation, subject to a maximum cumulative penalty of ten (10) marks.
Substantive legal arguments (explanatory footnotes) outside of the approved sections of the Memorial.	One (1) mark, subject to a maximum cumulative penalty of six (6) marks. Further, such arguments will not be evaluated.

Incorrect Margins.	One (1) mark, being a one-time penalty only.
Excessive length of any section of the Memorial.	Five (5) marks for every 1 page exceeded.
Improperly prepared Index of Authorities.	Two (2) marks, being a one-time penalty only.

10. RESEARCHER'S TEST

10.1 The researcher's test would be conducted on **3rd November 2023**.

10.2 The researcher's test shall comprise of objective as well as subjective type questions.

10.3 The participant who is registered as Researcher shall only be allowed to participate in the Researcher's Test.

11. ORAL ROUNDS

11.1 General Rules

11.1.1 The competition shall consist of two preliminary rounds, a quarter-final round, a semi-final round and a final round.

11.1.2 The oral pleadings will be conducted in English and there shall be no deviation from this language requirement.

11.1.3 Before the commencement of the pleadings, the team is required to inform the court master about the time they have allocated between themselves and the time reserved for rebuttal. No changes to the timings shall be entertained once it has been conveyed to the court master.

11.1.4 Time taken by each oralist must be in accordance with rules 11.3.6 and 11.5.3.

11.1.5 Use of any electronic gadgets is not permitted during the course of oral pleadings.

11.1.6 The teams shall not disclose their identities or the name of their institution for the entire duration of the rounds. Failure to comply with the same will lead to penalties.

11.2 General Procedure

11.2.1 The order of oralists for a particular round shall be as follows:

The Claimant team shall submit their arguments first, followed by the Respondent team. Thereafter the Claimant team shall have the option of submitting rebuttals. Sur-rebuttals shall be permitted at the discretion of the presiding Arbitral Tribunal.

11.2.2 The researcher is permitted to sit with the oralists during the submissions but can only speak at the discretion of the Arbitral Tribunal.

11.2.3 The oralists can provide copies of the compendium, only if the same is permitted by the Arbitral Tribunal in their respective courtrooms. It is to be noted that no loose sheets of paper are allowed to be passed on.

11.2.4 The rebuttal/sur-rebuttal may be presented by only one Oralist of a team for all the issues.

11.2.5 If a team fails to reserve time for a rebuttal or sur-rebuttal at the start of an Oral Round, requests for the addition of such a time will not be entertained.

11.2.6 The rebuttals and the sur-rebuttals shall be limited to the oral submission of each team, wherein the Respondent's sur-rebuttal shall be a response to the Claimant's rebuttal.

11.3 Preliminary Rounds

11.3.1 The Preliminary Rounds will be conducted on **4th November 2023**.

11.3.2 Each Team shall participate in two Preliminary Rounds, wherein the team will have a chance to argue once as the Petitioner and once as the Respondent.

11.3.3 No two teams shall face each other more than once in the preliminary rounds.

11.3.4 The fixtures for the Preliminary rounds shall be based on the Draw of Lots.

11.3.5 For the Preliminary Rounds, each team will be given the opposing team's Memorials on 3rd November 2023.

11.3.6 The total time allocated to each team in this round is thirty minutes (30 mins). It is the discretion of the teams to decide the time they wish to reserve for rebuttals and sur-rebuttals which shall not be more than 4 minutes in any case.

11.3.7 The time allotted can be extended only at the discretion of the judges.

11.3.8 In case of a tie, the team scoring higher marks in the memorial shall be declared as the winner.

11.4 Quarter-Final Rounds

11.4.1 The Quarter Finals will be held on **4th November 2023** and shall be a knock-out round with four teams proceeding to the Semi-Final Rounds.

11.4.2 For the purposes of qualification to the Quarter-Final Rounds the top 8 highest-scoring teams of the Preliminary Rounds shall be taken into consideration.

11.4.3 In case of a tie, the team scoring higher marks in the memorial shall be declared as the winner.

11.4.4 Fixtures for the Quarter-Final Rounds shall be based on the Draw of Lots and Exchange of Memorials.

11.4.5 The oral submissions will have the same time allocation as that of the Preliminary Rounds, in accordance with rule 11.3.6.

11.5 Semi-Final Rounds & Final Round

11.5.1 The four winning Teams from the Quarter-final Rounds shall advance to the Semi-final Rounds, to be held on **5th November 2023**.

11.5.2 The winning teams from the Semi-final Rounds shall advance to the Final Round, to be held on **5th November 2023**.

11.5.3 The total time allocated to each team in the Semi-Final and Final Round is forty-five minutes (45 mins). It is the discretion of the teams to decide the time they wish to reserve for rebuttals and sur- rebuttals which shall not be more than five minutes (5 mins) in any case.

11.5.4 An oralist shall reserve not less than Eighteen minutes (18 mins) for the pleadings. The time allotted can be extended only at the discretion of the judges.

11.5.5 The same pattern of fixtures as followed in the Quarterfinal rounds shall also be followed in the semi-final, in accordance with rule 11.4.4 .

12. EVALUATION CRITERIA FOR THE ORAL ROUNDS

12.1 The oral pleadings will be marked on a maximum of one hundred (100) points by each of the judges.

12.2 Each oralist shall be judged on the basis of the following criteria:

➤ Understanding of Law and Identification of legal principles	20 Marks
➤ Application of law to the facts and Interpretation of the facts	20 Marks
➤ Clarity, Logic Reasoning and Analytical Deduction	15 Marks
➤ Persuasiveness and Ability to Respond to the Tribunal	20 Marks
➤ Presentation of Arguments, Poise, Courtesy and Demeanour	15 Marks
➤ Time Management / Team Coordination	10 Marks
TOTAL	100 Marks

13. SCOUTING

13.1 Only the participants shall be allowed to join the courtrooms during the oral rounds and no observer or any other person (on behalf of the teams) shall be given permission to join.

13.2 Teams shall not be allowed to observe the oral rounds of another team. Scouting is strictly prohibited and shall entail disqualification.

14. PRIZES AND AWARDS

14.1 *Certificate of Merit*

Certificate of Merit shall be given to the Best Team, Runner-Up Team, Best Memorial, Best Speaker (Final Round), Best Speaker (Preliminary Rounds), and Best Researcher.

14.2 *Prizes are as follows:*

- A. *Best Team*- **Rs. 30,000/-** + Trophy + Certificate of Merit + Three (3) one-year complimentary (Academic) subscription to SCC Online Web Edition.
- B. *Runner-Up Team*- **Rs. 20,000/-** + Trophy + Certificate of Merit + Three (3) one-year complimentary subscription to EBC Learning.
- C. *Best Memorial*- **Rs. 12,000/-** + Trophy + Certificate of Merit
- D. *Best Speaker (Final Round)*- **Rs. 7,000/-** + Trophy + Certificate of Merit
- E. *Best Speaker (Preliminary Rounds)*- **Rs. 5,000/-** + Trophy + Certificate of Merit
- F. *Best Researcher*- **Rs. 7,000/-** + Trophy + Certificate of Merit

14.3 *Participation Certificate*

All the teams successfully participating in the Oral Rounds post submission of their memorials (both soft copy & hard copy) shall be awarded a Certificate of Participation.

15. CONTACT DETAILS

I. CORE BODY

- **Prof. (Dr.) Kahkashan Y. Danyal (Dean)**, Faculty of Law, Jamia Millia Islamia, kdanyal@jmi.ac.in
- **Prof. (Dr.) Mohd. Asad Malik (Convenor)**, Faculty of Law, Jamia Millia Islamia, mmalik@jmi.ac.in
- **Prof. (Dr.) Faizanur Rahman (Subject Advisor)**, Faculty of Law, Jamia Millia Islamia, frahman@jmi.ac.in

II. STUDENT BODY

A. Moot Court Committee

- Ms. Janvhi Rastogi (Convenor) - (+91) 99688 46186
- Ms. Sehar Rauf (Convenor) - (+91) 93198 00881
- Mr. Rushan Salim Suri (Co-Convenor) - (+91) 88510 20434
- Mr. Shivam Kumar (Co-Convenor) - (+91) 79888 77587

B. Research Committee

- Ms. Shaivya Singh (Convenor) - (+91) 88007 05355
- Ms. Zoya Shabbir (Convenor) - (+91) 82927 96005
- Ms. Nashrah Fatma (Co-Convenor) - (+91) 7081331068
- Mr. Kamran Ansari (Co-Convenor) - (+91) 99359 67205

In case of any queries regarding the competition, the participants may contact the above-mentioned or reach out to the Administrators at: mcc@jmi.ac.in

ANNEXURE -1

Consent Form/Approval letter

(Please fill in Capital Letters)

DECLARATION

1. We hereby state that our participation complies with the rules and regulations of the competition.
2. The participants named herein below are *bona fide* students of our Institution and the information provided under is true to the knowledge of our records.
3. We certify that the materials submitted/to be submitted are prepared by us and agree to indemnify the organizers, i.e., Jamia Millia Islamia , Delhi for any claim or dispute arising out of the further use and exhibition of these materials.

Name & Address of the participating Institution:

Official Email:

Regd. Mobile

Name of the participant	Course	Year/Semester	Signature
1.			
2.			
3.			

Seal & signature of the Head of the Department

ANNEXURE - 2

**FINANCE AND ACCOUNTS OFFICE
Jamia Millia Islamia, New Delhi-25
Bank Details for Electronic Clearing Service (ECS)**

INSTITUTE NAME	JAMIA MILLIA ISLAMIA
Beneficiary Name, A/C Name	JMI-Deposit
Name of Bank	Indian Bank
Branch Name	Jamia Millia Islamia
Branch Code	01622
Saving Bank A/C No.	443259879
IFSC Code	IDIB000J029
MICR Code	110019041
Swift Code	IDIBINBBTSY
Zone	DELHI
Address	MoulanaMohd. Ali JauharMarg Sports Complex (Bhopal Ground) Jamia Nagar
PIN	110025
District	NEW DELHI
State	DELHI
Phone	011-26985869

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Jamia Millia Islamia, New Delhi - 110 025
IFS CODE : IDIB000J029

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आ. सं.
A/c. No. SB 443259879

For Jamia Millia Islamia
(DEPOSIT A/C)

"PAYABLE AT PAR AT ALL OUR BRANCHES"

HMSCA
CBS CODE : 01622

Finance Officer Accounts Officer
Please sign above

1100190411

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**10TH JAMIA MILLIA ISLAMIA NATIONAL
MOOT COURT COMPETITION, 2023**

3rd to 5th November, 2023

IN THE MATTER OF AN ARBITRATION

BETWEEN

Artificiana Pvt Ltd. and AI Innovations Corp.

UNDER

The Arbitration Rules of the Singapore International Arbitration Centre, 2016

Organised by

MOOT COURT ASSOCIATION,

FACULTY OF LAW, JAMIA MILLIA ISLAMIA

Knowledge Partners



MOOT PROPOSITION

MOOT PROPOSITION

1. Indovia, a vibrant and culturally diverse country, has emerged as a global technology powerhouse with a thriving IT and software industry. Known for its rich history and technological advancements, Indovia has become a hub for innovative companies seeking to leverage its skilled workforce and vast market potential. Artificiana Pvt Ltd. (**Artificiana**), a frontrunner in the Indovian tech landscape, stands at the forefront of this technology revolution, driving transformative solutions across various industries.
2. On the other side of the world, RoboNation, a land of opportunity and innovation, boasts a robust tech ecosystem that continues to push the boundaries of scientific discovery. The country has witnessed the rise of ground-breaking AI research and development firms. Among them, AI Innovations Corp (**AI Innovations**) stands out for its pioneering work in artificial intelligence, harnessing the potential of cutting-edge algorithms to drive meaningful change in diverse sectors.
3. As the two countries come together in the realm of technology collaboration, their unique cultural, legal, and business landscapes add complexity to the partnership. While Indovia's strong emphasis on interpersonal relationships and collective harmony influence its approach to negotiations, RoboNation's focus on competition and individual success drives its ambition in the global market. Balancing these divergent perspectives becomes critical in navigating potential disputes and ensuring a successful collaboration.
4. AI Innovations approached Artificiana to join forces and develop cutting-edge **Artificial Intelligence (AI)** products for the global market. This collaboration was aimed at revolutionizing the AI industry. During the course of their discussions, the Parties engaged in extensive deliberations regarding the specific obligations and roles that each entity would undertake within the partnership. The discussions included a meticulous examination of the technological expertise contributed by AI Innovations, the market insights and domain knowledge brought by Artificiana, as well as the collaborative research and development efforts that would drive the creation of AI solutions.

5. On March 15, 2022, the Parties entered into a detailed and comprehensive Collaboration Agreement (**Agreement**) to formalize their partnership. The Agreement (*Annexure A*) meticulously detailed the multifaceted aspects of their collaboration, ensuring a clear roadmap for their joint venture. It outlined the scope of work, specific deliverables, and the intricate responsibilities to be shouldered by each party. Intellectual Property Rights were carefully addressed, delineating how innovations arising from the partnership would be shared and protected. Financial contributions and investment commitments were also specified to facilitate seamless resource allocation. Moreover, the Agreement defined a well-structured timeline, setting out milestones for the development and eventual deployment of the ground-breaking AI-powered software application – aptly named 'MindFlayer'. This contractual foundation underscored the Parties' commitment to their shared vision of driving AI innovation on a global scale.
6. Both Parties committed to a symbiotic relationship, wherein AI Innovations would harness its advanced AI algorithms and expertise to engineer the software's technical intricacies. Meanwhile, Artificiana, leveraging its profound industry insights and domain knowledge, would facilitate the application's seamless integration into real-world financial scenarios. Moreover, the Agreement enshrined the principle of equitable Intellectual Property sharing, ensuring that the innovative solutions emerging from their collaboration would be jointly owned and collectively safeguarded. The Agreement provided for a harmonious blend of AI Innovations' technical prowess and Artificiana's market acumen. This collaborative accord forms the bedrock upon which 'MindFlayer' stands as a testament to the shared commitment of AI Innovations and Artificiana to redefine the AI landscape and propel the realm of financial analysis into an era of unprecedented innovation.
7. The central goal of the collaboration was to create an AI-driven financial analysis tool that would revolutionize the industry. The envisioned software application was expected to predict market trends, analyse investment opportunities, and provide real-time financial insights to ultimately enhance the financial decision-making process for Artificiana's clients.
8. On June 13, 2022, Artificiana appointed a new CEO, Mr. Jim Brenner. Mr. Brenner, during one of his interviews with a global business magazine 'MindVerse,' talked about the new software

'MindFlayer' which would be a game changer for the industry. On June 24, 2022, MindVerse printed this interview with the headline '*Artificiana's new Mind-Flaying invention! A game changer.*' The interview had no mention of collaboration between the two companies.

9. After reading Mr. Jim Brenner's interview, AI Innovations took proactive steps to address the situation and ensure that the collaboration and their contributions were accurately represented and recognized. On June 29, 2022, they promptly reached out to Artificiana following the publication of the interview. They initiated a direct communication channel to discuss the omission of their collaboration from the interview. AI Innovations expressed their concerns about the oversight and highlighted the significance of acknowledging their pivotal role in the development of 'MindFlayer'.
10. Artificiana acknowledged the oversight and publicly issued a statement dated July 11, 2022, to clarify the situation. However, in their statement, they inadvertently downplayed the significance of AI Innovations' contributions, referring to them as a "technical support partner." This choice of words could be perceived as diminishing the role of AI Innovations in the collaborative effort.
11. On July 15, 2022, recognizing the potential impact of misrepresentation, AI Innovations sent a formal letter to Artificiana. In this letter, they elaborated on their multifaceted contributions to the collaborative project, highlighting their role beyond mere "technical support." The letter provided specific instances of their innovation, technological expertise, and integral contributions that had a direct impact on the development and success of 'MindFlayer'.
12. Upon receiving the formal letter from AI Innovations, Artificiana's legal representatives wrote to AI Innovations a response dated July 25, 2022, acknowledging AI Innovations' elaboration on their contributions and their desire for accurate representation. However, Artificiana's response did not provide a detailed account of how they intended to rectify the situation or ensure a more comprehensive portrayal of AI Innovations' role in the collaborative project.
13. Artificiana, while acknowledging AI Innovations' concerns, faced internal delays in formulating a comprehensive response and action plan. Various factors, including conflicting priorities and

decision-making processes, contributed to the delay in providing a more detailed account of their intended steps.

14. As time passed without a satisfactory resolution or clear action plan from Artificiana, frustration and tensions began to grow on AI Innovations' side. The lack of progress in rectifying the situation heightened AI Innovations' concerns about their contributions being undervalued or misrepresented.
15. AI Innovations internally evaluated their options and considered potential measures to protect their interests and ensure proper recognition. This evaluation included discussions about accelerating the development and marketing of MindFlayer to assert their ownership and showcase their contributions independently. They started exploring their options for securing patents and Intellectual Property Rights to assert exclusive ownership of the application.
16. Soon thereafter, Artificiana caught wind of a compelling industry rumour that suggested AI Innovations might be applying for a patent application for 'MindFlayer'. The rumour, circulating within tech circles, triggered speculations. Adding to the rumours was an article in a respected magazine, titled '*AI Arm-Wrestle: Tech Titans Grapple for Supremacy*', providing subtle confirmation. The article subtly explored the implications of AI Innovations' potential patent endeavours and the ongoing dispute between the two companies.
17. On October 10, 2022, in order to put the dispute to bed, Artificiana's legal representative, Ms. Nancy Hopper privately reached out to Mr. Steeve Byers from AI Innovations, attempting to negotiate a settlement outside of arbitration. She proposed a joint statement wherein both companies acknowledge the collaboration over the software. She further added that in exchange for this, AI Innovations should not proceed with its patent application. She further hinted that such an application may be deemed to be in breach of the Agreement. Mr. Byers told Ms. Hopper that he shall discuss the proposal internally and may reach out to her if needed.
18. On November 15, 2022, AI Innovation sent a notice invoking arbitration to Artificiana. In its Notice of Arbitration, AI Innovation claimed that it has ownership rights over MindFlayer till the completion of the project, pursuant to Clause 20.1, and as such is entitled to the Intellectual

Property Rights for 'MindFlayer.' They alleged that Artificiana undermined the collaboration between the Parties and was in breach of Clause 5.3 of the Agreement which constituted a material breach of the Agreement. AI Innovations further claimed that Artificiana has not made timely payments for its services and expertise during the collaboration. They claimed that the non-payment of fees has caused financial strain on their operations and has significantly hampered further development of the software application. As a part of their claim, AI Innovations claimed damages worth \$500 million from Artificiana for the misrepresentation and for the breach of the Agreement. AI Innovations appointed Ms. Joyce Mayfield as their arbitrator.

19. On November 29, 2022, Artificiana sent its Answer to the Request for Arbitration and also appointed Mr Will Henderson, as its co-arbitrator. Answering the notice of arbitration, Artificiana responded to the notice stating that the pre-arbitration stage has not been concluded and that Parties are undergoing negotiations. Artificiana further stated that the dispute is not arbitrable under the applicable laws. In its Answer to the Request for Arbitration, Artificiana challenged the jurisdiction of the Arbitral Tribunal on the basis that the arbitration agreement was not valid and effective, and, as such, that the Indovian courts are the competent ones to determine the dispute. They further refuted the claims of AI Innovation and alleged that AI Innovations clandestinely applied for a patent of 'MindFlayer' even though they were not entitled to any Intellectual Property Rights over the software application. They further alleged that AI Innovations did not employ the latest technology to develop the software. Artificiana claims that it has sent numerous communications to AI Innovation to develop the software in accordance with their discussions and the Agreement, but all in vain. They alleged that AI Innovations had misrepresented its technological capabilities and financial standing to induce Artificiana into entering into this collaboration. Responding to the Request for Arbitration, Artificiana claimed that they are the actual aggrieved party and it is them who should be granted damages, if any.

20. On 15 December 2022, in the absence of the agreement of the co-arbitrators, and upon Claimant's request, the SIAC appointed Ms Erica Sinclair, as chairperson. On January 5, 2023, the Respondent submitted the challenge to Ms Erica's appointment based on the following:

- (i) Ms. Erica failed to disclose that her husband, Mr. Murray Sinclair, was the chairman of the board of Data-mension, a Japanese-incorporated company that held 99% of Algorithmia, a company incorporated in England, and which, in turn, held 57% of AI Innovations' shareholding; and
- (ii) The connection between Ms. Erica's spouse and the Claimant in these proceedings was sufficient to establish the lack of Ms. Erica's independence and impartiality under the Indovian laws, including the IBA Guidelines on Conflicts of Interest in International Arbitration.

21. The Respondent pointed out that although the information about Mr. Sinclair was available on the website of Data-mension since the beginning of the arbitration proceedings, it could only confirm the information that Mr. Sinclair was Ms. Erica's spouse on January 4, 2023, when Ms. Erica Sinclair responded to the request for clarifications submitted by the Respondent.

22. Subsequently, vide Procedural Order No. 5 dated March 15, 2023, the Arbitral Tribunal identified the issues under consideration which are as follows:

- (1) Whether the Arbitral Tribunal has the jurisdiction to hear the dispute?
- (2) Whether the challenge raised by the Respondent over Ms. Erica's appointment maintainable?
- (3) Whether the Claimant has ownership and proprietary rights over the Intellectual Property Rights of MindFlayer?
- (4) Whether the Respondent has breached the Agreement, thereby entitling the Claimant to seek damages?

23. It was decided that the hearing on merits shall take place on June 4, 2023, and the Arbitral Tribunal shall decide upon these issues.

24. At the hearing on merits, Respondent produced a print screen of an internal email of the Claimant, wherein Mr. Byers' sent an email to Mr. Brenner telling him about his interaction with Ms. Hopper. The email also mentioned the request for the use of updated technology by

the Respondent. Along with the new evidence, the Respondent moved an application to admit the said evidence.

25. The Claimant objected to the Respondent's submission of such document at the hearing, stating that (a) the purported document is inadmissible at this stage of the hearing; and (b) the email communication is an internal communication between the legal team and the CEO of the company and has been obtained illegally by the Respondent.

26. The Respondent submitted that it had only obtained this print screen the evening before the hearing, and hence it could not have produced it before. The Respondent further submitted that the said document is a crucial piece of evidence and hence must be admitted. Seeing the nature and complexity of the dispute, the Arbitral Tribunal, issued Procedural Order No. 6 dated June 4, 2023, amending the issues for adjudication. The Arbitral Tribunal added the following issue to the pre-existing list of issues:

(5) Whether the Printscreen produced by the Respondent at the stage of hearing, admissible?

27. The Arbitral Tribunal has listed the matter for 5th November 2023, for final hearings on the issues.

INSTRUCTIONS:

1. *The laws of Indovia are pari materia to the laws of India.*
2. *The laws of RoboNation are pari materia to the laws of Singapore.*
3. *The facts of this Moot Proposition are purely a work of fiction and purely intended for academic purposes.*
4. *The participants are not required to frame any additional issue, whereas they are free to frame any sub-issues on the given issues.*
5. *The Moot Proposition is drafted by Adv. Rishika Jain, In-house Legal Counsel for Ambev/Ab InBev Group, LL.M. (International Commercial Arbitration Law), Stockholm University.*

Annexure – A

Collaboration Agreement

Clause 5: Obligations of the Parties:

5.1 Artificiana shall provide financial contributions as agreed upon between the Parties. These contributions shall be disbursed according to the agreed schedule, with milestones tied to the development and deployment of the 'MindFlayer' software application.

5.2 AI Innovations shall provide technological expertise, AI algorithms, and innovation to drive the development of 'MindFlayer'. In return for their contributions, AI Innovations shall receive the financial contributions from Artificiana as specified in the Collaboration Agreement.

5.3 Artificiana shall ensure accurate representation of AI Innovations' contributions to 'MindFlayer' in all relevant communications, and media interactions. They shall provide due credit to AI Innovations' role.

Clause 12: Confidentiality

12.1 Each Party agrees to treat all information, data, documents, specifications, algorithms, software code, prototypes, trade secrets, business plans, and any other proprietary or confidential information ("Confidential Information") shared by the other Party as strictly confidential.

12.2 Confidential Information may only be disclosed to those employees, contractors, or representatives of the receiving Party who have a legitimate need to access such information for the purpose of the collaborative project. Prior written consent from the disclosing Party is required before any external disclosure is made.

12.3 Confidentiality obligations do not extend to information that is already publicly known, independently developed by the receiving Party, or rightfully obtained from a third party without breach of confidentiality.

12.4 Confidential Information shall only be used for the purposes of the 'MindFlayer' project as outlined in the Collaboration Agreement.

Clause 20: Intellectual Property Rights

20.1 In consideration of the services rendered and any payments made under this Collaboration Agreement, AI Innovation shall retain all rights to any intellectual property (“IP”) created or developed during the course of the project till the completion of the project.

20.2 Upon successful completion of the project and full receipt of all payments due under this Collaboration Agreement, AI Innovation shall transfer and assign to Artificiana all rights, title, and interest in and to any IP created, developed, or otherwise arising from the project, including but not limited to patents, copyrights, trademarks, trade secrets, and any associated moral rights.

20.3 AI Innovation agrees to execute any documents or take any actions reasonably requested by Artificiana to effectuate the transfer and assignment of the aforementioned IP rights. Artificiana shall bear any reasonable expenses incurred by AI Innovation in executing such documents or actions.

20.4 This transfer and assignment shall be subject to the payment of all outstanding fees and expenses owed to AI Innovation under this Collaboration Agreement. In the event of any payment default by Artificiana, AI Innovation retains the right to withhold the transfer and assignment of the IP Rights until such payments are settled.

20.5 Notwithstanding the transfer and assignment, AI Innovation reserves a non-exclusive, perpetual, royalty-free license to use any pre-existing materials or IP provided by AI Innovation to Artificiana solely for its internal business purposes.

20.6 This clause shall survive the termination of Collaboration Agreement.

Clause 23: Termination

23.1 Mutual Agreement: This Collaboration Agreement may be terminated by mutual written agreement between the Parties.

23.2 Material Breach: If either Party commits a material breach of any provision of this Collaboration Agreement and fails to cure such breach within 10 days after receipt of written notice specifying the breach, the non-breaching Party may terminate the Agreement.

23.3 Notice of Termination: Either Party may terminate the Collaboration Agreement by providing written notice to the other Party at least 30 days prior to the intended termination date.

23.4 Non-Renewal: If either Party decides not to renew the Collaboration Agreement upon its expiry, notice must be given in accordance with the terms specified in the Collaboration Agreement.

Clause 25: Dispute Resolution Clause

25.1. Any dispute, claim or difference arising out of or in connection with this Collaboration Agreement, including any question regarding its existence, validity or termination ("Dispute") shall be attempted to be resolved amicably and in good faith through direct negotiations. Either Party may initiate the negotiation process with the other Party outlining the nature of the dispute. The other Party shall respond promptly to participate in the dispute resolution process. The negotiation process may be concluded within 45 days unless otherwise agreed between the Parties. During the process of negotiation, both Parties shall engage in a sincere exchange of information and make good faith efforts to reach a resolution. If the Parties successfully resolve the dispute during this duration, they shall formalize the agreement in writing, and no further arbitration will be pursued.

25.2. In the event the negotiation under Clause 25.1 fails, the Dispute shall be subject to the exclusive jurisdiction of the Indovian courts, except for Clause 25.3.

25.3. Notwithstanding the provisions of Clause 25.2, any Dispute may, upon the will of either Party, be referred to and finally resolved in accordance with the Arbitration Rules of the Singapore

International Arbitration Centre (“SIAC”), 2016, which rules are, subject to the provisions of this Clause 25, deemed to be incorporated by reference into this Clause 25.

25.4. The Arbitral Tribunal shall consist of three arbitrators. If the two party-appointed arbitrators cannot agree upon the appointment of the third arbitrator, they shall be appointed by the SIAC, at the request of either Party. The third arbitrator, irrespective of the method of appointment, shall not be of the same nationality as that of the Parties to this Collaboration Agreement. The place of arbitration shall be Singapore and proceedings shall be conducted in English.

25.5. The Collaboration Agreement shall be governed by the laws of Indovia.