



GD Goenka
School of
Law

GD Goenka - CI Arb (India) International Virtual Commercial Arbitration Moot Competition

November 20-21, 2021

14th November 2021 (11:59 pm IST)

Submission of soft copy of memorials & last date of Registration

15th October 2021 (11:59 pm IST)

Last date to seek Clarifications (if any)

Knowledge
Partners



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LETTER OF INVITATION

To,

The Registrar/Dean/Principal/HOD,

It is our immense privilege to host second edition of GD Goenka- CIArb (India) International Virtual Commercial Arbitration Moot Competition, 2021, from 20th -21st November, 2021. The Moot Court Competition is proposed to be organised with the joint collaboration of GD Goenka University and Chartered Institute of Arbitrators (India) and has a highly coveted and prestigious value for the legal profession. It promises to hone the advocacy skills of the participants with its challenging and interesting moot proposition throughout the legal spectrum. The proposition has been drafted to test the approach of participants towards the ever-emerging field of *International Commercial Arbitration*. In the previous year, GD Goenka University successfully organized multiple editions of “GD Goenka - CIArb (India) International Virtual Commercial Arbitration Competition, Client Counselling Competition, Virtual Moot Court Competition. This has marked GD Goenka University presence in successfully organising various international competitions virtually even during the adverse time of Covid-19.

GD Goenka University in association with Chartered Institute of Arbitrators (India) is pleased to invite your institution and assure you of our impeccable record as regard with our professionalism and hospitality.

Please find attached the brochure which contains, about the institution, moot court competition, rules and regulations, moot proposition, other necessary details.

We look forward to your institution’s gracious presence.

With Warm Regards,

Prof. (Dr.) Tabrez Ahmad

Vice Chancellor, GD Goenka University, and

Dean, School of Law

Delhi NCR

TABLE OF CONTENTS

ABOUT GD GOENKA UNIVERSITY	3
ABOUT THE COMPETITION.....	3
CHIEF PATRON- DR. LALIT BHASIN	4
CHARTED INSTITUTE OF ARBITRATORS.....	5
RULES & REGULATIONS	9
CHAPTER I.....	11
CHAPTER II.....	13
CHAPTER III.....	16
CHAPTER IV	19
CHAPTER V	24
MOOT PROPOSITION.....	26

ABOUT GD GOENKA UNIVERSITY

The GD Goenka Group is a leading educational setup driven by a passion for excellence in education and quality in life, where Globalization and Internationalization are the buzz words. With 26 years of excellence in the field of education, GD Goenka Group has come a long way since its first school in



1994. The GD Goenka Education City is set on 60 acres with the ancient and picturesque Aravalli hills for a backdrop. The GD Goenka University is guided by the philosophy that new thinking in the areas of teaching, learning, research and

training are pivotal to making students tomorrow's leaders and giving them a world view.

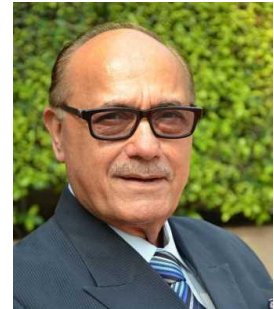
With unswerving focus on providing quality education, GD Goenka University has engaged the best faculty to guide students, engage their minds and raise their horizon. The University has the best of facilities, equipment including laboratories, dedicated video conference facilities, virtual learning facilities and fully equipped conference rooms. These are all designed to extract the best and most creative qualities from the students. To afford quality education to students, which are along the lines of best of international standards, the University follows an inter-disciplinary approach to education whereby students are encouraged to learn subjects from various disciplines at GDGU. A global connection via a truly international educational institution.

ABOUT THE COMPETITION

With an objective to raise the standards of Clinical Legal Education in India, the GD Goenka University, School of Law announces Fifth Edition of GD Goenka- CIArb (India) International Virtual Commercial Arbitration Moot Competition, 2021, on 20th & 21st November. Moot Court Competitions, which is a mandatory part of law curriculum in our law school offers a practical and application-based approach to learning of law. It gives the law students, the necessary free space to interpret and analyse legal provisions in the context of a given legal regime, while trying to solve a practical problem. The GDGU School of Law is dedicated to promote this aspect of legal training for ensuring a wholesome legal education and the GD Goenka Virtual moot Competition is an endeavour of the School of Law in this direction.

PATRON-IN-CHIEF- Dr. LALIT BHASIN

Dr. Lalit Bhasin started his law practice in 1962 and has developed Bhasin & Co. as one of the largest law firms in North India. His areas of specialisation include Employment & Labour Laws, Corporate Law (Formation of Joint Venture Companies, Foreign Collaborations, Amalgamations, Mergers, Acquisitions, Disinvestment); Laws relating to Information Technology; Contract and Conveyancing; Constitutional Law; Banking and Finance; Consumer Protection Laws; Disputes relating to Foreign Investment e.g. Shareholders Agreements, Collaboration Agreements, Agency and Distribution Agreements, Technology Transfer Agreements and Dispute Resolution Practice.



He was awarded Honorary Membership of the IBA in Melbourne in 1994 for outstanding service to the legal profession. He was awarded the Plaque of Honour by the Prime Minister of India in 2002 for outstanding contribution to the Rule of Law. In 2007, the President of India presented the National Law Day Award to Lalit Bhasin for "Outstanding Contribution to the Development of the Legal Profession in India and for his deep involvement and engagement in the maintenance of the highest standards at the Bar". Recently he has been conferred the Degree of Doctor of Laws (LL.D) Honoris Causa by University of Rajasthan.

EXECUTIVE CHAIRMAN- Prof. (Dr.) TABREZ AHMAD

- Prof. (Dr.) Tabrez Ahmad holds a PhD (Cyber Law & IPR), LLM (Commercial Law & Cyber Law); and B.Sc (Combined Hons) (Zoology, Botany & Chemistry) from the Aligarh Muslim University, Aligarh, India. He has expertise is in the area of cyber law, intellectual property rights, energy law, and jurisprudence with a background in commercial law. He has taught these subjects for nearly 20 years at universities such as the W.B. National University of Juridical Sciences (Kolkata), KIIT University (Bhubaneswar), Alliance University (Bengaluru), University of Petroleum and Energy Studies (Dehradun), and Galgotias University (Greater Noida).
- Prof. (Dr.) Tabrez Ahmad is founder president Technolex and National President PNGI. He is also the National Vice President of International Council of Jurists London,



and Chair, Legal Education Section of Indian National Bar Association. He is in the advisory panel of various academic and professional institutions of international repute.

- In his substantive position as the Vice Chancellor of GD Goenka University, Prof. (Dr.) Tabrez Ahmad promotes academic and professional excellence and nurtures empathy to socio-cultural, economic and gender diversity; creating of an ecosystem that is devoid of workplace bullying; fosters the creation of a trusting, non-hierarchical and collegial work culture that stresses meritocracy and a passion for academic excellence; foster changes that develop the University's goals of achieving best-in-class teaching and learning practices, quality and intensity of research endeavours, International teaching and research collaborations and valuable partnerships with the community and other stakeholders; and operationalise the University's vision to become the best option for students, scholars, faculty, administrative staff, the recruiting industry and professional bodies.

CHARTED INSTITUTE OF ARBITRATORS (INDIA)

CIArb is an international centre of excellence for the practice and profession of alternative dispute resolution (ADR). With growing membership of over 17,000 is based across 149 countries and supported by an international network of 42 branches. CIArb provides education and training for arbitrators, mediators and adjudicators. It also acts as a global hub for practitioners, policy makers, academics and those in business, supporting the global promotion, facilitation and development of all ADR methods.



India
Branch

CIArb

CIArb offers a range of resources including guidance, support, advice, networking and promotional opportunities, as well as facilities for hearings, meetings and other events. It is a not-for-profit, UK registered charity. CIArb is passionate about promoting a harmonious society and helping people and organisations avoid, manage and resolve conflict through our global network of over 17,000 members. Through international communications programme, CIArb seeks to promote greater understanding and use of alternative dispute resolution methods. CIArb works closely with professional organisations throughout the world and involves its local members heavily in its projects and activities.

KNOWLEDGE PARTNER

SOCIETY OF INDIAN LAW FIRMS

The Society of Indian Law Firms or SILF is a collective of India's Top Corporate Law Firms and the only representative body for Law Firms of India till date. SILF believes in working for the interests of the legal community in general and law firms in particular. It has been actively working towards achieving its goals with the help of all its Member Firms, numbering more than 100 SILF strives to create an atmosphere that will enable Indian law firms to match the technology, manpower skill and the infrastructure that most of the foreign law firms possess. It also serves as a forum for exchange of ideas and information as also a medium for interaction with the government, the judiciary and the bureaucracy. SILF since its inception has amassed a wealth of experience, knowledge capital as well as unity and solidarity between competing law firms which would be difficult for any other entity to match. SILF with the re-launch of its website intends to push the boundaries, expand its horizons and work more vigorously in order to fulfil its mission – “protecting, safeguarding and promoting the interests of law firms in India” SILF also has a Memorandum of Understanding with Queensland Law Society and sustaining memberships with International Bar Association (IBA), Union Internationale des Avocats (UIA). LAWASIA and Inter-Pacific Bar Association (IPBA).



INTERNATIONAL CENTRE OF DISPUTE RESOLUTION

The ICDR®—International Centre for Dispute Resolution®— is the international division of the largest arbitral institution in the world, the American Arbitration Association® (AAA®).



INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Handling more cases than any other international institution—5,000 over the past five years—the ICDR is the foremost provider of global conflict-resolution solutions to businesses and organizations involved in cross-border disputes. Drawing on the AAA’s 95+ years of experience, the ICDR administrative system offers a range of international alternative dispute resolution (ADR) services providing time and cost savings and unparalleled technology, along with vetted

and trained arbitrators. The International Dispute Resolution Procedures have been tried and tested in awards recognized and enforced in jurisdictions around the world. They are the pioneers of key rule mechanisms, such as access to an emergency relief arbitrator at the time of filing and mediation conducted concurrently with arbitration. The ICDR embraces a party-centred approach that empowers parties and arbitrators to settle their disputes more effectively with a number of ICDR time- and cost-savings options. The importance of global expertise is demonstrated by its worldwide international roster comprised of hundreds of highly regarded, diverse business professionals, attorneys, and former dignitaries, all specialists in international dispute resolution.

BDN CHAMBERS

BDN Chambers is a full-service law firm with a commitment to provide complete legal solutions to its clients. We work on “Clients come first” formula and our mission are to offer our clients excellent professional assistance, combined with an in-depth understanding of their particular needs. We are committed to delivering efficient and cost-effective legal services with a focus on communication, responsiveness, and attention to detail.



They work with clients to understand their objectives, resolve current issues and proactively anticipate and pre-empt future problems. They strive to incorporate new practice areas and opportunities so that we can continue to adapt to the growing and ever-changing needs of our clients and the legal industry.

MEDIA PARTNER

KATCHERI.IN- Katcheri is a platform for various law students to be updated with the current happenings in the legal fraternity including law schools. Apart from this Katcheri also aims at developing the legal thought process which influences socio-economic life. It was founded by Mr. Sai Vikranth Deshpande.



KATCHERI.IN

RULES & REGULATIONS

Serial No.	CHAPTERS	Page No.
	CHAPTER I	11-12
1	Short Title and Commencement	11
2	Definitions	11
3	Interpretation	12
	CHAPTER II	13-15
1	Eligibility	13
2	Team Composition	13
3	Registration	13
4	Clarification	15
5	Anonymity of Teams	15
	CHAPTER III	16-18
1	Memorials and Memorial Round	16
2	Submission of Softcopies	17
3	Assessment of Memorials	17
4	Rights Over Memorials	18
5	Compendium	18
	Chapter IV	19-23
1	Dress Code	19
2	Structure of Competition	19
3	Assessment Criterion for Oral Pleadings	21
4	Penalties	21
5	Certification, Prizes and Awards	22
	Chapter V	24-25
1	Miscellaneous Provisions	24
2	Contact	25

CHAPTER I

- 1. SHORT TITLE AND COMMENCEMENT:** These rules may be called “GD Goenka-CI Arb (India) International Virtual Commercial Arbitration Moot Competition, 2021”
 - 1.1** They shall come in to force from the date of publication, on the official website of School of Law, GD Goenka University, Gurugram <http://www.gdgoenkamootcourt.com/>
 - 1.2** The rules are reviewed annually and are subject to change. Reliance should be placed only on “IVCAM,2021” and not on any previously applicable rules.
- 2. DEFINITIONS:** In these rules, unless otherwise stated, a reference to a rule is reference to that rule in “IVCAM, 2021” and reference to a form is a reference to that form attached in the “IVCAM, 2021” as the case may be. In these rules, unless the context otherwise requires:
 - 2.1.** “Bench” refers to the members duly invited by the institute, to adjudge any of the rounds, Virtually;
 - 2.2.** “Clarifications” means explanation published by the institute on the moot problem, at any point of time of the competition or a query posed by any competing team within the given deadline;
 - 2.3.** “Competition” means the GD Goenka- CI Arb (India) International Virtual Commercial Arbitration Moot Competition, 2021;
 - 2.4.** “Governing Council” means the student-faculty-staff body appointed for the administration and smooth conduct of the competition, including all other members conferred with powers on ad-hoc basis by the “Ex-officio Chairperson’ or Faculty In – charge” of the Moot Court Association of School of Law, GD Goenka University;
 - 2.5.** “Institution” means and includes “School of Law, GD Goenka University, Gurugram”;
 - 2.6.** “Memorial Round” refers to the assessment of memorials, submitted by teams, on the predefined criterion, hereinafter mentioned in these rules;
 - 2.7.** “Moot Problem” means a set of facts published by the institution for competition;
 - 2.8.** “Oral Round” refers to the oral pleadings made by the teams virtually, either by submission of audio-visuals or video-conferencing before the bench as per the requirements of the rounds for assessment, including time given for rebuttal;
 - 2.9.** “Team Code” means a unique code assigned by the institution to the applied and registered team;

2.10. “Team” means and includes only bona fide representatives of any University, may that be state, central or International or any other department recognized/authorized to impart law degrees, and who have applied and registered for the competition by complying with the procedure prescribed in these present rules;

3. INTERPRETATION: The Governing Council reserves the right to interpret the rules as it deems fit in order to ensure fairness and equality in the competition. Any such interpretation shall be conclusive and the decision of the Governing Council for the application of the rules shall be final and binding.

3.1 The Governing Council may also amend, modify, change or repeal any rule from the same shall be communicated “IVCAM,2021” to the teams in due time. In case of any conflict, the decision of the Governing Council shall be final and binding.

IMPORTANT DATES

Registration opening from	05 th October, 2021
Final date of Registration	14 th November, 2021
Clarification questions to be submitted by	15 th October, 2021
Clarifications released by	20 th October, 2021
Memorial Submission	14 th November, 2021
Competition Dates	20 th & 21 st November, 2021

CHAPTER II

1. ELIGIBILITY:

- 1.1 Students duly enrolled and pursuing full time 5 years or 3 years undergraduate law course from India or from a foreign university with law as major may apply to participate in GD Goenka- CIArb (India) International Virtual Commercial Arbitration Moot Competition, 2021.
- 1.2 Students enrolled and pursuing post-graduate diploma or short-term certificate courses in law is not eligible to apply.

2. TEAM COMPOSITION:

- 2.1 A team shall consist of maximum three members that must include two Speakers and one researcher.
- 2.2 Any team, intending to change the team composition of the team shall intimate the Governing Council by sending an e-mail at arbitrationmoot@gdgoenka.ac.in, the change will be allowed on discretion of the Governing Council.
- 2.3 Any person, other than three registered team members, is not eligible to join the video-conferencing or the audio-video recording of the oral rounds, and non-compliance is a ground for disqualification.
- 2.4 The Researcher may be permitted to argue as Speaker in case any unforeseen event.
- 2.5 Prior permission of the organizers of competition in such case shall be mandatory. In case the team fails to inform the university, decision will be final.

3. REGISTRATION

3.1 General

- 3.1.1 Each team shall register to GD Goenka- CIArb (India) International Virtual Commercial Arbitration Moot Competition, 2021 by filing registration form, in the prescribed manner by 14th November, 2021.
- 3.1.2 Registration form: <https://forms.gle/ZwJpZKmsPNDJiwMN6>
- 3.1.3 On receipt of the duly filled registration form the institute shall respond to the participating team, acknowledging the receipt.

3.1.4 After the deadline for the registration expires, the Governing Council shall respond to each registered team, as specified under clause 3.1.1, with a unique team code, which shall be used to identify the teams during the competition.

3.2 Registration Fee:

3.2.1 The registration fee for the competition is INR 999/- for National Teams and USD 11 for International Teams. Registration Fees in any case is non-refundable.

3.2.2 The registration fee for the GD Goenka- CIArb (India) International Virtual Commercial Arbitration Moot Competition, 2021. is to be paid through NEFT transfer or UPI. No other payment method shall be accepted.

3.2.3 Any additional charges incurred by the team while making the wire transfer are to be borne by the team.

3.2.4 Payment Details

Name of Beneficiary: G.D. Goenka University

Name of Bank: HDFC Bank

Address: Site No. 2, OCF Pocket, Sector – C, Vasant Kunj, New Delhi- 110070, India

S.B A/c No.: 02731450000270

RTGS/ IFS Code No.: HDFC0000273

Fax No.: 0124-3315936

MICR Code: 110240034

E Mail: accountsgdgu@gdgoenka.ac.in

3.3 Completion of Registration Process:

3.3.1 All teams must upload a scanned copy of the receipt generated on completion of the NEFT transfer or UPI on the Registration Form. The receipt must contain the reference number after the completion of the wire transfer of the registration fees.

3.3.2 Registration to GD Goenka- CIArb (India) International Virtual Commercial Arbitration Moot Competition, 2021 shall be deemed to be confirmed only on completion of all the formalities as specified under clause 3.3.1, any failure, may be treated as withdrawal from the competition and no claim of what so ever nature shall be entertained thereafter.

4. CLARIFICATIONS:

- 4.1** Clarifications can be sought on any part of the moot proposition by 15th October, 2021. These clarifications are to be sent via e-mail at arbitrationmoot@gdgoenka.ac.in, clarifications will be released by 20th October, 2021.
- 4.2** It is at the discretion of the Governing Council to decide whether a clarification sought for is valid and to be clarified.

5. ANONYMITY OF TEAMS:

- 5.1** Teams shall not reveal their identity in any form during the Competition, except by the means of their Team Code allotted by the Governing Council.
- 5.2** Teams must not reveal the name of their institution or names of the participants, anywhere in the memorials or in the course of the virtual oral argument rounds, by any visual or audio means. Teams must also not make use of or display in any manner whatsoever any logo, pins, badges etc. that indicates the university represented by them.
- 5.3** Any material presented to the Panel, including but not limited to compendium, should be devoid of any identification mark(s)/seal(s) of the Team. If any such mark(s)/seal(s) exist, it must be rendered unrecognizable before being presented to the judges.
- 5.4** Any violation of Rules 5.1- 5.3 shall attract severe penalty or disqualification as determined by the Governing Council. The decision of the Governing Council in this regard shall be final and binding; not subject to challenge.

CHAPTER III

1. MEMORIALS AND MEMORIAL ROUND:

1.1. General:

1.1.1. Each team shall research into the domain of moot problem, subject to Rules 1.2.2-1.2.5, Chapter III, and prepare memorial from both sides, namely, Petitioner and Respondent as the case maybe.

1.2. Format of Memorial:

1.2.1. The memorials are to be submitted in the format prescribed under Rules 1.2.2- 1.2.4., Chapter III. If a team fails to comply with the given format, it may be penalized in the form of deductions from the memorial marks.

1.2.2. The memorials shall contain all of, and only, the following heads, namely-

- Cover Page (It shall include the team code of the team on upper right-hand corner, name of the case, parties on behalf of whom written submissions are made, name of the forum approached for dispute resolution and year. The Cover page of the memorial on behalf of Petitioner shall be in BLUE, and Respondent shall be in RED)
- Table of Contents
- List of Abbreviations
- Index of Authorities
- Statement of Jurisdiction
- Statement of Facts
- Issues Raised
- Summary of Arguments
- Arguments Advanced
- Prayer

1.2.3. Font and Spacing:

All written submissions shall be typed on A4 size paper in the following format in Times New Roman (font type), in 12 points (font size), line spacing 1.5, both sides Justified, and headings to be bold in the same font and size. Each page shall have 1- inch margin from each side.

1.2.4. The memorial shall not contain more than 20 pages excluding cover page, table of content, list of abbreviations and index.

1.2.5. Citations:

All teams shall give footnotes by adhering to Blue Book: A Uniform System of Citation (20th Edition).

1.2.6. Plagiarism:

The governing council reserves the right to disqualify a team, at any stage of the competition, if the memorial or any other part thereof, is found to be plagiarized.

2. SUBMISSION OF SOFTCOPIES:

2.1. Each registered team shall submit a soft copy in PDF format (.pdf) of the memorials from both sides, via submitting it on this link: <https://forms.gle/1rDsdQNuQVwqBH76A> on or before 14th November, 2021 (11:59 PM IST).

2.2. Soft copies of the Memorials shall be submitted on the link and not on the mail, it will not be accepted there.

2.2.1. The name of the file containing the memorial from the petitioner/s side should be “IVCAM- 5XX P” (as the case maybe). The name of the file containing the respondent/s side should be “IVCAM- 5XX R”.

2.2.2. Submissions made after the specified deadline may lead to penalties in the form of deductions from the memorial marks. Every twenty-four (24) hours delay would attract a penalty of ten (10) marks.

2.2.3. Submissions made after the specified deadline will not be considered for the Best Memorial.

3. ASSESSMENT OF MEMORIALS:

Each side of the memorials shall be assessed out of 100 marks, by a team of experts on the predetermined criterion, as specified hereunder:

- a. Identification of Issues and Nature of relief sought (10 marks)
- b. Knowledge of fact and Law (15 marks)
- c. Use of Authorities/Precedents (20 marks)

- d. Argumentation and Clarity of Thoughts (20 marks)
- e. Proper Citation and Correct Format (15 marks)
- f. Grammar and Style Presentation (10 marks)
- g. Originality (10 marks)

4. RIGHTS OVER MEMORIALS

- 4.1.** The administrating authority 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 Governing Council will not take any responsibility for the mistakes found in the final submission of the memorials.

5. COMPENDIUMS

- 5.1.** The teams are required to send their compendium, along with their memorials on 14th November, 2021 (11:59 PM IST).
- 5.2.** The compendium shall not exceed 5 pages, wherein, if the teams are referring to any books then the material of the book shall be quoted in following format “Name of the book/Author/Page number/Paragraph”, and if the teams are referring to any website, only link of the website shall be quoted.
- 5.3.** The compendium will be shared to the judges only via organizing committee and the participants shall refrain from using screen share.

CHAPTER IV

1. DRESS CODE:

1.1. The participants shall adhere to the following dress code while in the courtrooms:

- a. Ladies: White shirt and black trousers or skirt along with a black blazer.
- b. Gentlemen: White shirt, black trousers, a black tie, a black blazer and black shoes.

2. STRUCTURE OF THE COMPETITION:

2.1. GENERAL:

2.1.1. The formal commencement of the competition shall be on 20th November, 2021.

2.1.2. The competition shall have one Preliminary Rounds, one Quarter Final Round, one Semi Final Round and the Final Round which will be followed by the valedictory ceremony.

2.2. ORAL ROUND:

As per Rule 2.1.2, Chapter IV the Preliminary Rounds and Quarter-final round shall be held.

I. PRELIMINARY ROUNDS-

- a) The rounds will be conducted virtually on video conferencing platform.
- b) Each team has to argue once from each side i.e., from Petitioner and Respondent.
- c) The Petitioners shall be allotted a total of 20 minutes to speak. The Respondent shall be allotted 20 minutes arguments. Any extension of time beyond the specified period shall not be allowed. The maximum time for rebuttals for each side shall be 2 minutes which be included in their allotted time.
- d) The division of time between the speakers is the discretion of the team members, subject to a maximum of 12 minutes for one speaker.
- e) At the end of the preliminary rounds, the top 8 teams will qualify for the Quarter Finals. The top 8 teams will be selected on the basis of number of rounds won.
- f) A team shall be credited with a win, if its total marks in the respective session are higher than those of its opponent teams.
- g) In the case of a tie, the total marks of memorial and the preliminary rounds will be considered. The team with the higher score will advance to the Quarter Finals.

h) Kindly refer to Chapter V for more related rules.

II. QUARTER FINALS-

- a) The Quarter Finals will be Knock-out round. The top 4 teams, with the highest total scores in these rounds shall qualify for the semi-final rounds.
- b) The side to be represented by a team shall be determined by way of draw of lots with the teams picking the lots after the completion of the preliminary rounds.
- c) The rounds will be conducted virtually on video conferencing platform.
- d) Each team shall get a total time of 20 minutes to present their case and this shall include the time for 'rebuttal' and 'Surrebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges. The maximum time for rebuttals for each side shall be 2 minutes which be included in their allotted time.
- e) The division of time between the speakers is the discretion of the team members, subject to a maximum of 12 minutes for one speaker.
- f) Before the commencement of the round, each team shall indicate to the 'Court Master' as to how they wish to allocate their time.
- g) Kindly refer to Chapter V for more related rules.

III. SEMI-FINALS-

- a) The Semi-Finals will be a knock-out round. The top 2 teams, with the highest total scores in these rounds shall qualify for the Final round.
- b) After the completion of quarter-finals rounds the draw of lots will be conducted which will determine whether the participant will appear as Petitioner or Respondent.
- c) Each team shall get a total of 25 minutes to present their case. This time will include the time for 'rebuttal' and 'Surrebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges. The division of time between the speakers is the discretion of the team members, subject to a maximum of 15 minutes for one speaker. The maximum time for rebuttals for each side shall be 2 minutes which be included in their allotted time.
- d) Before the commencement of the round, each team shall indicate to the 'Court Master' as to how they wish to allocate their time.

e) Kindly refer to Chapter V for more related rules.

IV. FINALS-

- a) The Final round will be held just after the Semi-Finals. A team will be credited with a win in the Final round if the total marks are higher than those of its opponent team.
- b) Each team shall get a total of 30 minutes to present their case. This time will include the time for 'rebuttal' and 'Surrebuttal'. The maximum time for rebuttals for each side shall be 3 minutes which be included in their allotted time.
- c) The division of time between the speakers is the discretion of the team members, subject to a maximum of 17 minutes for one speaker.
- d) Before the commencement of the round, each team shall indicate to the 'Court Master' as to how they wish to allocate their time.
- e) Kindly refer to Chapter V for more related rules.

3. ASSESSMENT CRITERION FOR ORAL PLEADINGS:

Team performance of the Speakers shall be judged in all rounds out of 25 Marks on the basis of following criterion

- 3.1.** Knowledge of the Facts and Laws
- 3.2.** Application of Laws to the Fact and Interpretation
- 3.3.** Argumentative Skills and Response to Questions
- 3.4.** Clarity of Thoughts and Expression
- 3.5.** Skills of advocacy and Court Mannerisms

Note for participants - To ensure uniformity in marking in each court room to do away with subjectivity to an extent, follow the points scheme given as under.

Excellent	Very Good	Good	Average	Poor
5	4	3	2	1

4. PENALTIES:

4.1. Scouting:

No member of any team or any other person will be permitted to witness the arguments, or enter the live video conferencing in which that team is not one of the participating teams whilst that team is a part of the competition or the person is not part of any of the participating team. If this rule is violated, the Governing Council shall take strict actions, which may include but may not be limited to, the expulsion of the said team from the competition.

4.2. Non – Disclosure of Identity:

Teams shall not disclose their identity, i.e. the name of their institution, city, etc. or any other information which has the effect of disclosing their identity and affiliation with a particular university or institution. Such disclosure shall result in disqualification subject to the discretion of the Organizers.

4.3. Copyright:

The copyright with regard to the memorials submitted for the participation in the Competition is assigned by participants and shall also vest completely and fully with the Organizers. The participants shall certify the originality of the memorials and the materials used and shall be responsible for any claim or dispute arising out of further use and exhibition of these materials. The Organizers shall have the right to publicly display, distribute either electronically or otherwise and they shall not be responsible for any liability to any person for any loss caused by errors or omissions in this collection of information, or for accuracy, completeness or adequacy of the information contained in these materials.

The copyright with regard to the audio-visual files, conferencing, submitted for the participation in the Competition is assigned by participants and shall also vest completely and fully with the Organizers, which will be further posted on the social media platforms for clarity and purposes.

5. CERTIFICATION, PRIZES AND AWARDS:

5.1. Online Certificates for participation will be given to all the participants under the current circumstances. The Online Certificates will be accessible only after the valedictory ceremony.

- 5.2.** Participants will receive their Participation Certificates on given mail after they fill up the feedback form. Certificates for Quarter-Finalists, Semi-Finalists, Runners-up, Winners and Best Speakers will also be provided after they fill up an additional form for their prizes.
- 5.3.** Cash awards will be sent after getting details of winners such as Institution ID card, Pan Card & Bank Accounts details for which they will be contacted via email by the Moot Court Committee.
- 5.4.** It is the responsibility of teams to distribute cash prize among themselves.

CHAPTER V

1. MISCELLANEOUS PROVISIONS:

- (i) No team shall indulge in any act of misconduct in during audio-visual recording or virtual conferencing, undermining the credibility of judges or that of the competition. Any act to the contrary may lead to immediate disqualification from the competition without scope of appeal.
- (ii) All the teams shall be bound to follow the code of conduct and the rules laid down by School of Law, GD Goenka University.
- (iii) Any behaviour of indiscipline with the Governing Council or any other staff member or student volunteer shall be dealt with strictly and may lead to immediate disqualification from the competition without scope of appeal.
- (iv) No team shall ask for feedback immediately on completion of any round. However, at the end of all the rounds the participants may talk to the judges, with minimum inconvenience caused to them.
- (v) Any attempt to approach the framer of the moot problem or the panel of judges of the competition, prior to the competition shall be dealt with strictly and may lead to immediate disqualification from the competition without scope of appeal.
- (vi) The organising committee reserves the right to amend, modify or repeal any of the rules if so required and as they deem appropriate. Participating teams shall receive adequate notice of any/all such amendments or modifications to the rules.
- (vii) If anything, not covered by rules the decision of organising committee will be binding.
- (viii) During the live rounds, the microphones of all the persons not speaking shall be on mute, any kind of disturbance created by the team members, or the team member of opponent team if found, then the team making the disturbance shall be warned, continuance of disturbance may lead to disqualification from the competition on the discretion of Judges.
- (ix) No team is allowed to use mobile phones during any of the oral rounds, for the purposes of research, phone call, texting, or any other purposes.
- (x) The organizer shall not be responsible for any loss of connectivity or slow internet connection during the competition, the participants are requested to have sound internet connections and working laptop/pc. **No use of mobile phones/ tablets will be allowed other than in case of joining the courtroom.**

- (xi) The platform will be informed beforehand; therefore, the teams must have knowledge of using the platform. Also, all the queries regarding anything related to use of app, or any other issues related to the platform being used shall be notified.
- (xii) If any member of a team is notified or informed of any detail or information concerning the Competition, it shall be deemed as if the said team as a whole has been duly notified or informed, however the communication will be made to all but to the possible extent. Also, the individual is responsible to communicate the information with the team.
- (xiii) Conversion charges for converting other currency into Indian rupee has to be incurred by the International Teams.

2. FOR FURTHER DETAILS CONTACT:

Regarding the rules of the competition or any other queries, send your queries at arbitrationmoot@gdgoenka.ac.in with subject line “Competition Problem-Queries”. You can also contact any of the following members of the Organizing Committee between 10 am to 4:00 pm (IST).

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MOOT PROPOSITION

DISCLAIMER

All the characters and events depicted are fictitious. Any resemblance to a person living or dead is purely coincidental. This proposition is a work of fiction and any resemblance to any person living or dead is purely coincidental.

1. SAAS Arch LTD. (“SAAS”) is an English Company that which provides high-profile construction service in the shores of England and Wales and primarily works on Governmental Contracts.

2. LAN Design Pvt. Ltd. (“LAN”) is a Company incorporated in India and has been in business of Interior Designing since 2001 on an international level. Over the course of two decades, LAN has created a name for itself in the Indian market and the market in Europe for providing high quality, affordable and prompt completion of interior works on sub-contract from developers. LAN also provides additional service for perfecting the interiors by using high-definition technique which is said to provide a face-lift to the entire construction. The technique developed by LAN was branded “LAN’s hands” and this soon became their brand’s Unique Selling Point, despite being slightly more expensive and time-consuming.

3. In the year 2017, SAAS successfully secured a tender issued by the Government of UK. Since, the project involved construction of a state-of-the-art 20 storey multi-specialty hospital for the Government of UK, it gained significant media traction from all across the country. (“Project”). It is pertinent to note that as per the terms of tender between the Government of UK and SAAS, the latter was allowed to sub-contract any number of contractors for carrying out any of its obligations under the tender and the stipulation was that SAAS was bound to formally intimate the Government on the details of such sub-contractors and the nature of work carried out by them in writing. Such sub-contractors ought not to be previously disqualified by the Government in any other project involving them.

4. In this regard, the representatives of SAAS approached LAN for carrying out an interior job work in one of their Governmental Projects in the UK. Negotiations were carried out between the parties for entering into a contract. The In-House Counsel of LAN sought to include a clause for price escalation whereby they intended to invoke such clause if and when the price increases above and beyond a 5% variation in the Pricing Scheme. However, the In-House Counsel of SAAS had certain reservations in respect to agreeing to the same. Eventually, considering the fact that the prices of materials and labour has remained stagnant for the past 10 years, the management of SAAS agreed for an escalation clause, albeit the same can be

invoked only upon an increase of over 10% in the price. However, SAAS insisted that such an escalation should be recognised by leading watch-dog which continuously monitors the market conditions regarding construction across the world and issues periodical reports.

5. Further, during the negotiations, the parties also contemplated adding LAN's hands to the list of services to be offered. However, owing to the higher price quotation and increased time period for such implementation, SAAS decided against it. Finally, on 28th February, 2017, SAAS and LAN entered into and signed a Job Work agreement ("the Job Work Agreement"). As per the terms of the Job Work Agreement, LAN was to carry out the entire flooring work, installation of false ceiling, lavatory interiors and furnishing the entire project being constructed by SAAS. The payments were to be made by SAAS periodically for interior works completed on each floor within 15 days from the date of receipt of invoice. The term of the agreement was for 3 years. The parties also unanimously agreed for resolution of any disputes through arbitration under the aegis of International Centre for Dispute Resolution (ICDR). However, the invocation of arbitration was subject to termination of the Agreement by either party. The relevant extracts of the Job Work Agreement are attached as **Annexure I**.

6. Upon signing of the agreement by both parties, SAAS formally sent an intimation letter regarding the engagement of services of LAN to the Government of UK. The Government, after scrutinising the records, issued its Clearance memo towards engaging the services of LAN. In furtherance to this, operations began between the parties.

7. Over the course of the next one year, LAN executed the interior works of 5 floors successfully. Payments to the tune of 1,000,000 Pounds with respect to these 5 floors were duly made by SAAS.

8. Meanwhile, the proposed Government Hospital became the pitch for the ruling party's election campaign. The Government of UK hence authorised additional funds for the completion of the same with the highest possible standards. Thus, when SAAS proposed to the Government the implementation of LAN's hands facility, the same was readily agreed to by the Government. Subsequently, on 1st March, 2018, both SAAS and LAN entered into an additional agreement ("Additional Agreement") whereunder, LAN was engaged to provide its

signature “LAN’s hands” service for the remainder of the 15 floors to be completed in pursuance to the agreement. The Clause 3 in the Job Work Agreement was accordingly replaced with the Clause 3 under the Additional Agreement, to reflect the added labour and equipment charges. The issue of additional time-line or extension of term period for the additional services to be rendered, i.e., ‘LAN’s hands’ was raised by LAN but nevertheless remained unanswered by SAAS. The remainder of the terms of the Job Work Agreement remained intact. The relevant extracts of the Additional Agreement are attached as **Annexure II**.

9. As on 27th February, 2020 i.e., the date of expiry of term of Job Work Agreement, LAN was able to complete 10 floors in toto and the remainder of 10 floors were unfinished. Payments to the tune of 1,500,000 Pounds were yet to be made for the last 5 floors out of the 10 floors completed by LAN. In this regard, the authorised representative of LAN issued correspondence to the registered e-mail address of SAAS, insisting to bring on record that an additional time limit was required for completion of “LAN’s hands” service. Furthermore, a reminder to make the pending payment was also made by email dated 27th February, 2020. However, there was no immediate response from the representatives of SAAS.

10. Thereon, LAN continued to work on the remainder of the project as per the terms of the Job Work Agreement and completed the execution for 5 more floors within a period of 6 months. However, due to the onset of the COVID-19 pandemic across the world, prices of raw materials purchased by LAN for flooring, tiling and false-roof skyrocketed to unprecedented levels. Similarly, due to a dearth in labour force, LAN was forced to pay extra to the existing labourers. While this situation continued, SAAS made the payment of 1,500,000 Pounds for the follow-up invoice raised by LAN vide email dated 27th February 2020 in a single lump-sum transaction dated 22nd August, 2020.

11. Finally, on 26th August, 2020, LAN and SAAS signed a Corrigendum stating that “The time period for completion of Project is further extended to an additional term of 1 year ending on 25th August, 2021 (“Additional Term”). All the clauses of the Job Work Agreement and the Additional Agreement thereon is applicable for the period between 26th August, 2020 and 25th

August, 2021.” LAN thereon raised invoices for the 5 floors completed and further invoked Clause 4 of the Job Work Agreement for Price Escalation by claiming an additional amount of 15% than the agreed contract price totalling to 1,725,000 Pounds vide e-mail dated 27th August, 2020. In support of the same, LAN issued a certificate issued by ‘Watchprice’, one of the prescribed organisations of SAAS under the Job Work Agreement.

12. To the shock and surprise of LAN, SAAS issued a response on the same day vehemently opposing the invoices of LAN on the grounds that the time period during which the escalation charges have been claimed for, was not covered by either the Job Work Agreement or the subsequent extension granted and therefore, the terms therein would not bind SAAS. Even otherwise, it was objected that since LAN was unable to complete the terms of the contract within the stipulated time, it has not acted diligently as required by Clause 6 of the Job Work Agreement and was therefore not entitled for the escalation charges. Shocked by the same, LAN responded vide e-mail dated 28th August, 2020 that it was due to the onset of the Pandemic that the prices have escalated and the same is covered by Clause 4 read with Clause 5 of the Job Work Agreement.

13. Meanwhile, a leading international investigative journal published an article on 10th October, 2020 titled “The Golden Men unmasked”. The article alleged that a group of Indian Companies have taken unfair advantage of the pandemic situation and have rallied the market towards a scenario of price manipulation, by utilising friendly price monitoring organisations. Subsequently it was reported in a Press Release issued by the Government of Australia that show-cause notices were issued to several price monitoring organisations including a ‘related party company’ of Watchprice named ‘Price and Right’ in respect to price manipulation.

14. Hence SAAS subsequently communicated to LAN that the price escalation, as claimed by the LAN is also highly dubious owing to the scandal surrounding ‘Price is Right’ in respect to price manipulation. Despite multiple attempts to arrive at a mutual agreement regarding the issue, the relationship between the parties became strained. Accordingly, LAN stopped rendering all services. Therefore, SAAS was forced to employ the services of another UK based entity, “TED Ltd.” for completion of the remainder of 5 Floors with the government at

a much higher price of 2,000,000 Pounds. Since this caused a snag in completion of the Project within the stipulated time frame, the Government of UK meanwhile commenced arbitration proceedings seeking for a compensation amounting to 1,000,000 Pounds for delay in completion of project. Further, the Government also black-listed SAAS from any further governmental projects.

15. SAAS issued a Legal Notice dated 1st January, 2021 claiming compensation for breach of Job Work Agreement, damages for cancellation of Project by Government of UK and expenses incurred towards engaging the services of Ted Ltd for completion of the final leg of the Project. SAAS further communicated its intention to arbitrate the dispute in the event of non-payment by LAN. LAN replied by on 25th January, 2021, denying all allegations of SAAS. LAN further demanded the pending payments due from SAAS and also sought for damages for engaging the services of a third party, TED Ltd. LAN further objected to arbitrating any potential dispute stating that Job Work Agreement between the parties was not terminated and hence the pre-condition to initiate arbitration was not satisfied. LAN further reserved its right to move the appropriate Courts in India to resolve the dispute.

16. SAAS issued a notice to the Administrator of ICDR dated 15th February, 2021 invoking arbitration under Clause 8 of the Job Work Agreement against LAN. Along with the notice, SAAS filed its Statement of Claim and nominated one Mr. Jacob Mathew as an arbitrator, who is a well-known lawyer dealing with construction disputes in France. Due to the pandemic situation, SAAS further opted for virtual arbitration under the prescribed guidelines issued by ICDR. A gist of the Statement of Claim is as follows:

- i. SAAS sought an anti-suit injunction, preventing LAN from approaching any Court of law, owing to the existence of arbitration agreement.
- ii. SAAS sought for the compensation as claimed by the Government of UK amounting to 1,000,000 Pounds owing to delay in completion of Project.
- iii. Additionally, SAAS sought for the expenses incurred in availing services of TED Ltd. which amounted to 2,000,000 Pounds.
- iv. SAAS raised a claim for 3,000,000 Pounds for the breach of Clause 6 of the Job Work Agreement by LAN

17. In response to the aforementioned Notice invoking Arbitration and Statement of Claim, LAN filed their Statement of Defence/Counterclaim on 25th March, 2021, while reserving its right to contest the jurisdiction of the arbitration tribunal. LAN further nominated Mr. Raj Kapoor, who is a Senior Counsel practicing before the Supreme Court of India, as an Arbitrator and agreed to continue with the Arbitration proceedings virtually. A gist of their Statement of Defence/counterclaim is as follows:

- i. LAN contended that the Arbitral Tribunal was devoid of jurisdiction, since the Job Work Agreement was not terminated and hence the pre-condition for invoking arbitration was not fulfilled by SAAS. Therefore, LAN stated that it was free to litigate the dispute in appropriate Court and hence the anti-suit injunction is liable to be dismissed
- ii. Assuming but not conceding that Tribunal had the jurisdiction, LAN raised a counter-claim amounting to 1,725,000 Pounds towards pending payment for 5 invoices dated 27th August, 2020. It was submitted that the escalated prices were approved by SAAS by virtue of implied extension of contract terms for the six-month period.
- iii. Additionally, LAN claimed compensation of 2,000,000 Pounds for breach of Contract by SAAS for engaging the services of third party.
- iv. In response to the claim regarding compensation submitted by SAAS, LAN contended that the delay was attributable to the revised nature of work as under the Additional Agreement and therefore, the process became more time consuming. LAN contended that since both parties agreed to the revised scope of work and understood the challenges therein at the time of signing the agreement, SAAS was estopped from claiming damages for the same.

18. The ICDR appointed Ms. Rose Evans, a qualified Solicitor & Barrister from Canada as the Presiding Arbitrator using the list procedure and further confirmed the nominations of the other Arbitrators and the same was communicated to SAAS and LAN by way of email dated 20th April, 2021.

19. With the aforementioned issues the Arbitral Tribunal issued the following procedural order:

PROCEDURAL ORDER

- i. Considering the prevailing pandemic situation across the world, the parties have agreed for the conduct of arbitration proceedings by way of video-conferencing under the prescribed guidelines of ICDR.
- ii. The parties shall be guided by “AAA-ICDR® Model Order and Procedures for a Virtual Hearing via Videoconference”, as applicable.
- iii. The parties have chosen not to let in oral evidence.
- iv. The Arbitral Tribunal has decided to hear the following issues:
 - a. Whether the Arbitral Tribunal has jurisdiction to hear the present dispute, in light of non-compliance of the conditional clause under the Agreement for initiating arbitration?
 - b. Whether an anti-suit injunction is to be passed restraining LAN from approaching relevant Courts?
 - c. Whether price escalation as claimed by LAN is payable?
 - d. Whether the delay in completion of project is attributable to LAN and consequently, is SAAS entitled to be compensated with 6,000,000 Pounds for alleged breach of Contractual terms by LAN?
 - e. Whether LAN is entitled to the counter-claim of 3,725,000 Pounds for escalated prices and compensation for alleged pre-mature termination of Contract by SAAS?

Due to conflicting calendars, the Arbitral Tribunal, with the consent of parties, have decided to have the oral hearing on 20th and 21st of November, 2021 to hear all the aforementioned issues.

ANNEXURE – I

Extracts of Job Work Agreement:

Clause 3: Pricing Scheme:

The Pricing Scheme towards each of the Floor completed in the Project shall be 200,000 Pounds payable by SAAS to LAN within 15 days from the date on which the invoice raised by LAN has been received by SAAS. The Pricing Scheme prescribed herein is inclusive of labour and machinery charges involved in the execution of the Project.

Clause 4: Price Escalation:

If, during the performance of the contract, the price of the material significantly increases, through no fault of LAN, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in material price exceeding 10 % experienced by LAN from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts Further, such escalation must be duly certified by any of the price monitoring organisations including (1) Watchprice, (2) Price Report or (3) Price Beware.

Clause 5: Force Majeure:

The parties shall strictly abide to the terms and conditions of this Contract subject to the standard Force majeure events such act of God, strikes, riots etc.

Clause 6: Due diligence by LAN:

Time is of the essence and therefore LAN shall always proceed with its works diligently and with due expedition until completion. Notwithstanding anything contained in this agreement, LAN is only entitled for reasonable extension of time and is not entitled for any additional compensation.

Clause 7: Termination:

The Parties herein agree that they shall endeavour not terminate the present agreement for the entire period of 3 years and any further extensions therein. However, in the event either party wants to terminate the agreement, the same shall be carried out by issuing a notice in writing

to the other Party expressing their intention to terminate and provide 6 weeks' time thereon before giving effect to such termination. In the event, the agreement is terminated due to breach of this Agreement, the Party in Breach shall be made aware of such termination and shall further be liable to pay the Party suffering such breach liquidated damages to the tune of 2 million Pounds.

Clause 8: Arbitration Clause:

Any dispute arising under or in connection this Agreement, relating to its validity, performance, breach, termination, or related matter, may be resolved, by referring the dispute for arbitration with the International Centre for Dispute Resolution (ICDR) pursuant to its rules and procedures. The said arbitration shall be before a panel of three arbitrators with one arbitrator being appointed by SAAS, and another arbitrator being appointed by LAN from the Panel of Arbitrators while the presiding arbitrator shall be appointed by the ICDR. The seat of arbitration shall be India. The language of the proceedings will be English. The arbitration shall be invoked only upon expiry or termination of the Agreement.

Clause 9: Governing Laws and Courts jurisdiction:

The Governing laws shall be the laws of India.

ANNEXURE – II

Extract of Additional Agreement

Recitals:

This Agreement has been entered into to avail the additional service of “LANs Hands” and accordingly amend the rates prescribed for the completion of the remainder of the Project ...

Clause 3: Revised Pricing Scheme:

Subject to other provisions in the Job Work Agreement, SAAS is liable to pay a remuneration of 300,000 Pounds towards the completion of each Floor of the Project from the date of this additional agreement. The amount shall be paid within 15 days from the date on which the invoice raised by LAN has been received by SAAS. The Pricing Scheme prescribed herein is inclusive of labour and machinery charges involved in the execution of the Project.

Clause 4: Savings Clause:

Save as otherwise provided in this agreement, all other obligations of SAAS and LAN under the Job Work Agreement shall continue to bind the parties until the expiry of the agreement period or termination of agreement by the parties.