



## S.K. PURI INTERNATIONAL MOOT COURT -

JUSTIFIED '20

AT

LAW CENTRE - II, FACULTY OF LAW, UNIVERSITY  
OF DELHI, DELHI, INDIA



### INVITE

Law Centre - II, Faculty of Law, University of Delhi is proud to announce the S.K. Puri Memorial International Moot Court - JUSTIFIED 2020 to be held from 27<sup>th</sup> - 29<sup>th</sup> March 2020. This year, the case has been drafted to test the knowledge, research aptitude and application of law by the participants in the field of Arbitration.

We invite your esteemed institution to participate in the Competition by registering a team consisting of at least two and not more than three members. Law Centre - II would be glad to host your representatives as our guests during the course of the Competition.

Law Centre - II organizes and hosts the S.K. Puri Memorial International Moot Court Competition every year to commemorate late Mr. S.K. Puri who made his mark as an advocate in the High Court of Delhi and Supreme Court of India. In continuation of the legacy set up by Late Mr S.K. Puri, this moot court is being organized with the aim of providing exposure to the students pursuing the law courses, to hone their research, drafting and other advocacy skills.

The Competition is open for students pursuing the integrated 5-year LL.B. programme, the 3-year LL.B. programme or a postgraduate course in law. Esteemed National, as well as International Law schools are invited to participate in this Moot Court Competition.

The past two editions of the competition saw success by ensuring a highly competitive atmosphere, which was appreciated by the judges and participants alike. Our University now eagerly strives to reach new heights with the 3rd Edition of the Competition. We shall endeavour to create an atmosphere of stimulating intellectual challenges and the opportunity to learn court craft through simulated experiences in the competition

We look forward to your participation in the S.K. Puri Memorial International Moot Court - JUSTIFIED 2020.

Kindly direct all correspondence related to the Competition at [mcs@lc2.du.ac.in](mailto:mcs@lc2.du.ac.in).  
FOR ANY FURTHER ASSISTANCE AND INFORMATION:

**E-mail :** [mcs@lc2.du.ac.in](mailto:mcs@lc2.du.ac.in).

**Moot Court Website :** <https://skpurimemoriamoot.org/>

**College Website :** <http://www.lc2.du.ac.in/>



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**IMPORTANT DATES**

DATE	PARTICULARS
20.02.2020	Last Date of Registration [Please refer to Rule IV(A)]
21.02.2020	Last Date for Seeking Clarifications [Please refer to Rule VII]
01.03.2020	Release of Clarifications
10.03.2020	Last Date to Submit Soft Copies of Memorials [Please refer to Rule V(B)(a) read with Rule V(A)]
15.03.2020	Last Date to Submit 6 sets of Hard Copies of Memorials along with hard copies of registration form, travel plan and declaration, [Please refer to Rule V(B)(b) read with Rule V(A)]
27.03.2020	On-site registration [Please refer to Rule IV(B)], Inaugural Session and draw of lots with memorial exchange for the preliminary rounds
28.03.2020	Preliminary and Quarter Final Rounds
29.03.2020	Semi-Final and Final Rounds followed by Valedictory Session



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## **RULES**

### **DATE & VENUE OF THE COMPETITION**

The oral rounds of the S.K. Puri Memorial International Moot Court – JUSTIFIED'20 (hereinafter, "*the competition*") shall be held from **27<sup>th</sup> to 29<sup>th</sup> March 2020** at Law Centre- II, Umang Bhawan, Faculty of Law, Chhatra Marg, North Campus, University of Delhi, Delhi – 110007, India

### **I. ORGANISING COMMITTEE**

#### **A. COMMITTEE MEMBERS**

- a) Prof. V.K. Ahuja, Professor In-Charge, Law Centre – II, shall be the competition administrator.
- b) The members of the Organising Committee (OC) for the competition are as follows:
  - (i) Dr. Pinki Sharma (Head of OC)
  - (ii) Ms. Kanika Kalra (Joint Convener, Moot Court Society, Law Centre – II)
  - (iii) Ms. Manmeet Kaur (Joint Convener, Moot Court Society, Law Centre – II)
  - (iv) The Core and Executive Council Members, Moot Court Society, Law Centre – II

#### **B. DISCRETIONARY POWERS OF THE OC**

- a) The OC's decision regarding the interpretation of the rules or any other matter related to the competition shall be final and binding.

- a) In the event it is required, the OC reserves the right to vary, alter, modify or repeal any of the rules of the competition and in the manner deemed appropriate by the OC at any time before and/or during the Competition in order to ensure fairness and equality.
- b) In case of any dispute or conflict, the decision of the OC shall be final and binding.

## **I. ELIGIBILITY**

- a) All students who have been duly enrolled and are pursuing a full-time 3-year LL.B. programme or a 5-year integrated LL.B. programme or LL.M. programme (or international equivalent) from a recognized Indian or Foreign University shall be eligible to participate in the competition.
- b) Only one team can register from a particular College or Institution for participation.
- c) Students pursuing Diploma Courses or Certificate Courses are NOT ELIGIBLE to participate in the competition.

## **II. TEAM COMPOSITION**

- a) Each team shall comprise of a maximum number of three members (two speakers and one researcher) or a minimum number of two members (two speakers). In the event a team consists only of 2 members, it shall be mandatory for one of them to also participate as a researcher.
- b) In the event any change is required in the name of a participant and/or in his/her designation as a speaker or a researcher, the same shall be communicated to the OC via e-mail latest by 19<sup>th</sup> March 2020, 5:00 P.M. Such change shall not be automatic on sending an e-mail. It may be permitted or rejected by the OC and such decision shall be duly communicated to the participating team.
- c) Once the competition commences on 27<sup>th</sup> March 2020, no changes in the members of the participating team shall be allowed.

d) Once the competition commences on 27<sup>th</sup> March 2020, no interchangeability amongst/between the speakers and/or researcher shall be allowed at any point in the competition unless under exceptional circumstances with the permission of the OC.

e) TEAM COACHES

In addition to the team composition as mentioned under point (a), a team *may* also have one (1) Coach. Inclusion of such a Coach shall be communicated to the OC at the time of the registration. Accommodation to the Coaches may be provided depending on the availability of the rooms.

### **III. OFFICIAL LANGUAGE**

The official language of the competition shall be English, for written as well as oral submissions.

### **IV. RULES REGARDING REGISTRATION**

#### **A. REGISTRATION THROUGH E-MAIL**

- a) All prospective participating teams shall register for the competition by sending an e-mail in the prescribed format to the official e-mail address i.e. [mcs@lc2.du.ac.in](mailto:mcs@lc2.du.ac.in) and [mcclc2@gmail.com](mailto:mcclc2@gmail.com) on or before 20<sup>th</sup> February 2020, 11:59 p.m. All the required annexures and scanned copies shall be sent via a single e-mail.
- b) The subject of this e-mail shall be “REGISTRATION FOR JUSTIFIED 2020”. The following shall be clearly mentioned in the body of the e-mail:
- (i) The name of the college/institution which the team is representing.
  - (ii) The names of the participating members along with their contact details especially the e-mail addresses and phone numbers. The teams must also demarcate the members as speaker or researcher in the body

of the e-mail and this shall conform with the details in the registration form.

- (iii) The team shall indicate the member who shall be an official point of contact for the participating team with the organisers and such person shall be responsible for all official communication between the OC and the participating team.

c) The e-mail shall contain the following:

- (i) Scanned copy of the duly filled Registration Form- ANNEXURE I
- (ii) Scanned copy of the duly filled Declaration Form - ANNEXURE II
- (iii) Scanned copy of Receipt generated on completion of the electronic transfer of registration fee showing successful transfer in the name of the beneficiary.
- (iv) Scanned copy of the duly filled Travel Itinerary - ANNEXURE III
- (v) Scanned copies of the Institution/College ID-Cards of the participants.

d) Each team intending to register shall pay a registration fee of **₹ 4000/- (\$60 for Foreign Universities) on or before 20<sup>th</sup> February 2020, 11:59 P.M.** which would primarily be used for the purpose of accommodation. Any additional charges that are incurred in making the electronic transfer are required to be borne by the team itself.

Account Details for transfer of amount-

<b>Beneficiary Name</b>	REGISTRAR, UNIVERSITY OF DELHI
<b>Account Number</b>	10851299052
<b>IFSC Code</b>	SBIN0001067
<b>Bank Name</b>	STATE BANK OF INDIA, Delhi University Branch
<b>Details</b>	<i>Student's name, Name of the College and/or University</i>

e) Registration shall be considered successful only if all the above-mentioned requirements are satisfied by a participating team and **the teams which have registered successfully shall participate in the oral rounds after submission of memorials subject to the rules of the competition.**

- f) In the event a team notifies the OC of its withdrawal or absence from participation in the competition, such team SHALL NOT be entitled to refund of the registration fee or any amount which has been paid in the registration process.
- g) Only one registration per college or institution shall be accepted.
- h) Once an e-mail is received by the OC, the OC shall acknowledge the receipt of the e-mail. To the teams that register successfully, the OC will acknowledge successful registration. In the event there is any discrepancy in the registration e-mail, the decision of the OC shall be final.
- i) Each team that registers successfully shall be allotted a Unique Team Code (UTC) by the OC via the official e-mail id. Once the said UTC is allotted to a team, the team must only use such UTC for all future correspondence with the OC and no detail or information personally identifiable with the participants or college or institution including name and/or logo of the college or institute shall be used.
- j) Incomplete forms and/or submission of annexures and required scanned copies of documents via multiple e-mails will not be accepted. Submissions of incomplete forms and/or complete forms via multiple e-mails will not amount to successful registration. In any such event, the decisions of the OC regarding the mode to deal with such cases shall be final.
- k) Hard copies of the Registration Form, receipt of electronic transfer of registration fees showing successful payment of registration fee in the name of the beneficiary and the Travel Itinerary shall be sent by each team along with their hard copies of the memorial by the deadline and address mentioned in Rule VI.(B)(b)(i).

## **B. ON-SITE REGISTRATION**

- a) All teams shall be required to reach the venue i.e. Law Centre – II, Umang Bhawan, Faculty of Law, Chhatra Marg, North Campus, University of Delhi, Delhi – 110007, India latest by 11:00 a.m. for the purpose of registration.

- b) On-site registration is imperative. Teams shall carry their college or Institution Identification Cards to be shown at the registration desk along with any relevant Government Identity card that has not expired.

## **V. RULES REGARDING MEMORIALS**

### **A. FORMAT AND PRESENTATION OF MEMORIALS**

- a) Memorials for submission, in hard copy as well as soft copy format, shall be on an A-4 size page layout.
- b) The content of the memorials shall be in black ink only and the hard copy of the memorials must be neatly spiral bound.
- c) The font used in the main text of the memorials shall be Times New Roman, Size 12, with 1.5 line spacing.
- (d) The font of the footnotes in the memorials shall be Times New Roman, Size 10 with 1.0 line spacing. The teams are required to follow the 20<sup>th</sup> Blue Book Method of Citation for citing any source or authority.
- (e) Each page shall have a margin of 1 inch (2.54cm) on all sides.
- (f) The memorials shall be printed on one side only.
- (g) Each page shall be clearly numbered with page numbers being provided in the bottom right corner.
- (h) A memorial must not exceed 30 typed pages (excluding the cover page) and the hard copy of the memorial must have typed pages printed on one side.
- (i) A team may raise additional issues or grounds of challenge other than the ones mentioned in the moot problem.
- (j) All memorials shall be in the following format:
- Cover Page
  - Table of Contents
  - List of Authorities
  - Summary of Facts
  - Statement of Issues
  - Summary of Arguments
  - Arguments Advanced
  - Prayer



- (k) The cover page of every memorial shall be in the format prescribed as follows:
- (i) The UTC must be mentioned in the upper right corner of each memorial in a box. For example, if the UTC is 01, it shall be provided on the cover page on the top right corner as “C-01” in the claimant’s memorial and “R-01” in the respondent’s memorial.
  - (ii) The name of the Competition shall be mentioned, followed by the name of the forum resolving the dispute.
  - (iii) The Cause Title must be clearly stated with names of the parties and their capacity i.e. claimant or respondent.
  - (iv) The Party for which the Memorial is prepared under the cause title as “WRITTEN SUBMISSIONS ON BEHALF OF CLAIMANT/RESPONDENT”
  - (v) The cover page of the memorial of the claimant shall have a **blue background** and the cover page of the memorial of the respondent shall have a **red background** with the above-mentioned layout in both the hard copy as well as the soft copy submissions.
- (l) No team shall mention any personally identifiable detail or information including the logo, the name of the participants or the name of the college/university/institution anywhere in the memorial or else severe penalty shall be imposed on the team in consonance with Rule VI(D)(6) and Rule X(g).
- (m) No annexures shall be attached with the memorials.

## **B. SUBMISSION OF MEMORIALS**

### **a) SUBMISSION OF MEMORIALS IN SOFT COPY FORMAT VIA E-MAIL**

- (i) Each team that has duly registered for the competition will be required to submit a soft copy of its memorials on - [mcs@lc2.du.ac.in](mailto:mcs@lc2.du.ac.in) and [mcclc2@gmail.com](mailto:mcclc2@gmail.com) by 11:59 P.M. on 10<sup>th</sup> March 2020. The prescribed penalty in accordance with Rule VI(D)(1) shall be imposed in cases of late submissions and **no memorial submission shall be accepted after**

**the expiry of 24 hours from the deadline specified** otherwise than in exceptional circumstances. In such exceptional circumstances, the decision to accept or reject such memorial shall vest in the OC.

- (ii) Each team shall submit a memorial on behalf of each of the parties i.e. one memorial on behalf of the Claimant and one memorial on behalf of the Respondent.
- (iii) Each team is required to submit the memorials .doc/.docx and .pdf formats.
- (iv) Each memorial shall be submitted as a separate file and the file name shall have the initial of the party on whose behalf the submissions are being made in the particular memorial followed by the UTC, i.e. 'C-01' for the claimant with UTC as '01' and 'R-01' for the respondent with UTC as '01'.
- (v) Each team shall send all four files via a single e-mail only. The subject of the e-mail shall be "Memorial Submission: **C-01 & R-01**"
- (vi) The cover page of the memorial in two files containing memorial of the claimant shall be blue and that of the respondent shall be red.
- (vii) No team shall mention any personally identifiable detail or information anywhere in the e-mail including the logo or name of the University or the name of the participants.
- (viii) A memorial once submitted in the given format shall be considered as final and cannot be revised unless the same is requested under extremely exceptional circumstances and the OC shall allow or reject any such request at its discretion.

**b) SUBMISSION OF MEMORIALS IN HARD COPY FORMAT**

- (i) Each team is required to submit **6 Sets** of hard copies of their memorials (12 memorials - 6 on behalf of the claimant and 6 on behalf of the respondent) by 15<sup>th</sup> March 2020 at the following address:

**Dr. V.K. Ahuja**

**In-Charge, Law Centre – II**

**Room 103, First Floor, Umang Bhawan, Faculty of Law,**

**Chhatra Marg, North Campus**

**University of Delhi**

**Delhi - 110007**

**India**

- (ii) The prescribed penalty under Rule VI(D)(1) shall be imposed in cases of late submissions and **no memorial submission shall be accepted post the lapse of 24 hours from the provided deadline for hard copy submission** otherwise than in exceptional circumstances. In exceptional circumstances, the decision to accept or reject the memorial vests in the OC.
- (iii) The hard copy of the memorial submitted by a team shall be identical to the soft copy of the memorial submitted by the team. In case of any differences between the hard copy and soft copy submissions of the memorial, a severe penalty may be imposed on the team as per the discretion of the OC which may include disqualification.

**C. SCORING**

All memorials shall be scored on the following criteria:

<b>S.No.</b>	<b>CRITERION</b>	<b>MAXIMUM SCORE</b>
1.	Application of Facts	25 Marks
2.	Clarity and Logic of Arguments	25 Marks
3.	Use of Authority	20 Marks
4.	Originality of Arguments	20 Marks
5.	Presentation	10 Marks
<b>TOTAL SCORE</b>		<b>100 Marks</b>

#### D. PENALTIES

For all discrepancies and errors in the memorials, the penalty shall be imposed in the manner prescribed hereunder. Regardless of the actual number of penalties, no more than 15 Marks shall be deducted for any errors in the memorial.

S. No.	PARTICULARS	PENALTY
1.	Late submissions of Memorials (both soft copy and hard copy)	(-) 1 for lapse of each hour past the deadline
2.	Exceeding the prescribed page limit	(-) 1 mark per extra page
3.	Presentation and formatting Discrepancies in formatting including: <ul style="list-style-type: none"><li>- incorrect font size of the text</li><li>- and/or footnotes</li><li>- discrepancies in the chronology of the memorial layout as provided under Rule VI(A)(j)</li><li>- incorrect citations/ citation style</li><li>incorrect spacing, margins and page numbering</li></ul>	(-) 1 mark per specification
4.	Submitting memorials in multiple emails	(-) 2 marks
5.	Breach of Anonymity	(-) 3 marks
6.	Speaking footnotes and inclusion of endnotes	(-) 1 mark per footnote and/or endnote
7.	Errors on Cover Page	(-) 1 mark per error

## **E. RIGHTS OVER THE MEMORIALS**

- a) Upon completion of the Competition, the OC shall reserve the exclusive right to use the memorials submitted to them, as they deem appropriate. The copyright over the memorials submitted for participation in the Competition is assigned by the participants and shall also vest completely and fully in Law Centre- II, Faculty of Law, University of Delhi.
- b) The participants shall certify in writing the originality of materials contained therein and shall be responsible for any claim(s) or dispute(s) arising out of the further use and exhibition of these materials.
- c) Further use and exhibition of these materials, electronically or otherwise, shall be the exclusive right of Law Centre- II, Faculty of Law, University of Delhi, 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 the accuracy, completeness, or adequacy of the information contained in these materials.
- d) Distribution of these materials on affiliated websites does not constitute consent to any use of this material for commercial redistribution either via the Internet or using some other form of hypertext distribution.

## **VI. RULES REGARDING ORAL SUBMISSIONS**

### **A. FORMAT OF THE COMPETITION**

The competition shall commence on 27<sup>th</sup> March 2020 and complete on 29<sup>th</sup> March 2020. On **27<sup>th</sup> March 2020** the teams shall report latest by **11:00 A.M.** to the venue for the inauguration, orientation, registration, draw of lots and memo exchange. In case a team(s) is not present, the OC retains the right to draw on behalf of any team(s). The competition will take place in the following format:

- a) Two Preliminary Rounds which will be held on 28<sup>th</sup> March 2020
- b) One Quarter-Final Round which will be held on 28<sup>th</sup> March 2020
- c) The Semi-Final Round which will be held on 29<sup>th</sup> March 2020
- d) The Final Round which will be held on 29<sup>th</sup> March 2020.

The Valedictory Session will be held on 29<sup>th</sup> March 2020. Prizes shall be distributed during the session and all participants shall be required to collect their prizes and certificates on 29<sup>th</sup> March 2020 itself. **No certificates i.e. certificates of participation or merit shall be couriered/ posted after the event.**

## **B. PRELIMINARY ROUNDS**

- a) Each team shall be required to represent both parties to the problem across the two preliminary rounds in no particular order. The opposing teams in both rounds shall be decided based on draw of lots.
- b) Each team shall have a maximum of 30 minutes to advance arguments which includes the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent's memorial.
- c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 10 minutes to advance his/her arguments. This shall be intimated to the Court Master before the commencement of the round.
- d) It is mandatory for the teams to reserve a minimum of 2 minutes for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 30 Minutes time limit.
- e) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.
- f) Best Speaker and Second-Best Speaker shall be decided based on the scores of the preliminary rounds.
- g) Qualification to the Quarter-Final Rounds:  
8 teams shall qualify for the quarter-final rounds based on their performance in the preliminary rounds in the following manner:
  - (i) The 8 teams that win both the preliminary rounds shall qualify for the quarter-final rounds.
  - (ii) In the event, there are less than 8 teams with two wins across both the preliminary rounds then, in addition to the teams with two wins that

qualify for the quarter-final rounds, the teams with one win in either of the preliminary rounds shall be considered for qualification to the quarter-final rounds. In such a case, the margin by which the team with one win has won the round shall be adjusted against the margin by which such team has lost the other round, based on the total score. The teams which have won by a greater margin than the others shall qualify for the quarter-final rounds.

- (iii) In the event there are more than 8 teams with two wins across both the preliminary rounds then the total margin by which the winning teams have defeated their opponents in both the rounds, based on the total score, shall be taken into consideration and the 8 teams with the highest total winning margin across the two rounds shall qualify for the quarter-final rounds.
- (iv) In the event of a tie between the winning margin of two teams, based on the total score, the memorial scores of the teams shall be considered in order to break the tie. The team with a greater memorial score shall qualify.

### **C. QUARTER-FINAL ROUNDS**

- a) Based on the prescribed rules regarding qualification to the quarter-final round, 8 teams shall qualify for the quarter-final round. The opposing teams shall be decided based on draw of lots.
- b) Each team shall have a maximum of 30 minutes to advance arguments which includes the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent's memorial.
- c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 10 minutes to advance his/her arguments. This shall be intimated to the Court Master before the commencement of the round.

- d) It is mandatory for the teams to reserve a minimum of 2 minutes for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 30 Minutes time limit.
- e) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.
- f) Qualification to the Semi-Final Round: The four teams that win their respective rounds shall qualify for the Semi-Final Round. In the event of a tie, the same shall be broken by taking into consideration the memorial scores.

#### **D. SEMI-FINAL ROUND**

- a) Based on the prescribed rules regarding qualification to the semi-final round, 4 teams shall qualify for the semi-final rounds. The opposing teams shall be decided based on draw of lots.
- b) Each team shall have a maximum of 45 minutes to advance arguments which includes the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent's memorial.
- c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 15 minutes to advance his/her arguments. This shall be intimated to the Court Master before the commencement of the round.
- d) It is mandatory for the teams to reserve a minimum of 2 minutes for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 45 Minutes time limit.
- e) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.
- f) Qualification to the Final Round: The two teams that win their respective rounds shall qualify for the Final Round. In the event of a tie, the same shall be broken by taking into consideration the memorial scores.



## **E. FINAL ROUND**

- a) Based on the prescribed rules regarding qualification to the final round, 2 teams shall compete in the final round.
- b) Each team shall have a maximum of 60 minutes to advance arguments which includes the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent's memorial.
- c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 15 minutes to advance his/her arguments. This shall be intimated to the Court Master before the commencement of the round.
- d) It is mandatory for the teams to reserve a minimum of 2 minutes for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 60 Minutes time limit.
- e) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.
- f) The team with the greater total score shall be the winning team of the competition.

## **F. GENERAL INSTRUCTIONS**

- a) The oral arguments in each round shall take place in the following format:
  - (i) Speaker 1 of Claimant shall advance his/her arguments
  - (ii) Speaker 2 of the Claimant shall advance his/her arguments and address the prayer on behalf of the Claimant.
  - (iii) Speaker 1 of the Respondent shall advance his/her arguments
  - (iv) Speaker 2 of the Respondent shall advance his/her arguments and address the prayer on behalf of the Respondent
  - (v) The speaker of the claimant shall advance the rebuttals on behalf of the claimant and thereafter the researcher of the claimant shall orally enlist the errors in the written submissions/memorial of the respondent.

- (vi) The speaker of the respondent shall advance the sur-rebuttals on behalf of the respondent and thereafter the researcher of the respondent shall orally enlist the errors in the written submissions/memorial of the claimant.
- b) The speakers shall be required to retain their positions as Speaker 1 and Speaker 2 as mentioned in the Registration Form. No interchangeability between the speakers or/and the researcher shall be allowed otherwise than under exceptional circumstances at the discretion of the OC.
- c) At the commencement of each round, the team shall notify the Court Master as to the division of time between the 2 speakers (including the time for rebuttal and sur-rebuttal).
- d) Teams will be provided with their opponent team's memorials after the conclusion of draw of lots. Memorials shall be returned to the Court Masters without any markings, immediately after the conclusion of the rounds.
- e) During the Oral Rounds, communication between the members of a team shall be allowed, however, the same must only be in a written form.
- f) Annexures and Compendium
- (i) During the oral rounds, annexures can be passed by the teams to the presiding judges through Court Masters only.
- (ii) Although it is not mandatory, the teams may also submit their compendiums, if any, to the Court Masters to be given to the judges for their reference during the oral rounds. The same may be printed back to back.
- (iii) The teams shall make sure that no annexure, document or compendium contains any personally identifiable detail or information including the logo or/and name of institution/college/university or the names of the participants.
- g) The participating teams are not allowed to carry or use any electronic device, including (but not limited to), laptops, tablet computers, mobile phones, smart/digital watches etc. in the courtroom during the course of the round, including when the opposite team is addressing arguments. In case a member

of a team is found using any electronic device during the Oral Rounds, the team shall invite a severe penalty which may include disqualification.

- h) Any reference to the identity of a team's institution or individual team members, during oral arguments may lead to disqualification of the team.
- i) If a team scheduled to take part in a round does not appear within 10 minutes of the scheduled time, the other team shall be allowed to submit ex-parte.

## G. SCORING CRITERIA

Each speaker shall be scored based on the following criteria for all the rounds:

S. No.	CRITERION	MAXIMUM SCORE
1.	Advocacy skills and Court Craft	15 Marks
2.	Reasoning and the application of Principles	20 Marks
3.	Response to questions	20 Marks
4.	Use of Authorities and Precedents	15 Marks
5.	Counter to Authorities	10 Marks
6.	Application of facts	10 Marks
7.	Mistakes highlighted in opponent's oral submissions	10 Marks
TOTAL SCORE		100 Marks

Mistakes highlighted in opponent's written arguments (to be highlighted orally by researcher for consideration in Researchers' Test)	10 Marks
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## VII. CLARIFICATIONS

- a) The teams seeking clarifications either regarding the rules or the moot problem shall send in their queries to the official e-mail address i.e. [mcs@lc2.du.ac.in](mailto:mcs@lc2.du.ac.in) and [mccl2@gmail.com](mailto:mccl2@gmail.com) on or before 21<sup>st</sup> February 2020, 11:59 P.M.

- b) No requests for any clarification shall be entertained post this deadline unless OC deems it fit to address any such query.
- c) All clarifications may be answered by 1<sup>st</sup> March 2020 and the team member who is the point of contact will be notified of the clarifications by the OC via email from the official email address.
- d) In case of any delay or change in the responses to the clarifications, the OC shall intimate about the same to the team member who is the official point of contact.
- e) No queries shall be addressed by any OC member or student volunteer personally.

## **VIII. RESEARCHERS' TEST**

A Researchers' Test shall be conducted which will consist of subjective and objective type questions. The test will comprise of questions relating to the problem, both legal and factual. The duration of the test will be a minimum of 45 minutes and a maximum of 1 hour. No handwritten or printed material/books/manuals/electronic devices etc. will be allowed during the test.

The score of this test along with the errors pointed out by the Researcher in the opponent's memorial during Oral rounds shall also be considered for the 'Best Researcher' and the 'Second-Best Researcher'.

Any participant found using any unfair means during the test, will be disqualified immediately.

## **IX. CODE OF CONDUCT AND PENALTIES**

- a) All participants shall at all times maintain the decorum of the competition.
- b) No participant shall engage in any form of unethical, unprofessional and wrongful conduct during the competition starting from the registration process till the eventual conclusion of the competition.
- c) Participants shall not carry or indulge in the consumption of drugs, alcohol, arms or ammunition during the course of the competition.

- d) Participants shall carry their own reference material which they require for the competition.
- e) No compendium or annexure handed over to the judges shall violate any code of conduct required to be followed in any manner whatsoever or else severe penalty may be imposed on the team that indulges in the same at the discretion of the OC.
- f) FORMAL DRESS CODE:  
Participants shall strictly follow formal dress code during the entire duration of competition provided hereunder:  
**For Men:** Western black and white formals (white shirt and black trousers with black tie, black blazer and black shoes)  
**For Women:** Western black and white formals (white shirt, black trousers/skirt with a black blazer and black shoes) OR Indian black and white formals (White/Black kurti/salwar or churidaar with a black blazer and black shoes)
- g) ANONYMITY: No coach or participant of any team at any time after the commencement of the competition, including during registration, during the continuation of the competition and before its completion disclose the identity of his/her college or institution under any circumstance in any manner including, but not limited to, wearing any identifying items like clothing, ties, patches, pins etc. containing the name or logo of the college or institution that the team is representing or disclosing the name of the team members to the Judges during the competition. In the event, any such disclosure is made and this rule is violated, the team shall be severely penalized and this may involve disqualification. The penalty to be imposed shall be at the discretion of the OC.
- h) SCOUTING: No member of any participating team shall witness the arguments in any other courtroom in which the team is not participating. In the event this rule is violated, the team shall be severely penalized and this may involve disqualification. The penalty to be imposed shall be at the discretion of the OC.

## **X. ACCOMMODATION**

The Organizers shall provide accommodation only to the outstation and international teams from 27<sup>th</sup> March 2020 (morning) to 30<sup>th</sup> March 2020 (12:00 p.m.). In the event the accommodation provided is far from the venue of the competition, transportation shall be arranged by the OC.

## **XI. DISCLAIMER**

The Moot Court proposition is not intended to and does not attempt to resemble any incident or any person living or dead. All material in the problem is fictitious and any resemblance to any incident or person, if any, is not intended, but merely co-incidental.

## **XII. AWARDS AND PRIZES**

a) The following are the categories for which cash prizes shall be given:

<b>S. No.</b>	<b>CATEGORY</b>	<b>CASH PRIZE</b>
1.	Winner	₹ 50,000/-
2.	Runners Up	₹35,000/-
3.	Best Memorial	₹25,000/-
	Second Best Memorial	₹20,000/-
4.	Best Researcher	₹15,000/-
	Second-Best Researcher	₹10,000/-
5.	Best Speaker	₹15,000/-
	Second-Best Speaker	₹10,000/-

- b) All participants shall receive certificates of participation. All winning participants shall also receive certificates of merit declaring their position. Participants shall collect their certificates on 29<sup>th</sup> March 2020 itself as no certificates shall be posted/ couriered later.

### **XIII. CONTACT DETAILS**

- a) Subject to the rules of the competition, participants shall address all queries to the official e-mail address i.e. [mcs@lc2.du.ac.in](mailto:mcs@lc2.du.ac.in).
- b) Further contact details:

<b>TEACHER CONVENER</b>	
Dr. Pinki Sharma Head – Organising Committee E-mail: <a href="mailto:pinki_sharma2004@yahoo.co.in">pinki_sharma2004@yahoo.co.in</a>	
<b>STUDENT CONVENER</b>	
Ms. Kanika Kalra Joint Convener, MCS, LC-II E-mail: <a href="mailto:kanikakalraa@gmail.com">kanikakalraa@gmail.com</a> Phone: +91-83758-05165	Ms. Manmeet Kaur Joint Convener, MCS, LC-II E-mail: <a href="mailto:manmeet1995@gmail.com">manmeet1995@gmail.com</a> Phone: +91-88006-24624
<b>OFFICIAL E-MAIL ID</b>	
<a href="mailto:mccl2@gmail.com">mccl2@gmail.com</a>	<a href="mailto:mcs@lc2.du.ac.in">mcs@lc2.du.ac.in</a>



**S.K. PURI INTERNATIONAL MOOT COURT  
COMPETITION- JUSTIFIED '20**



## REGISTRATION FORM (ANNEXURE-I)

(To be filled in BLOCK LETTERS)

NAME AND ADDRESS OF THE INSTITUTION-

---

COUNTRY-\_\_\_\_\_

**TEAM MEMBER 1 (SPEAKER 1)**

**FIRST NAME & MIDDLE NAME-**

[illegible]

Attach  
Self-attested  
picture here

LAST NAME-

[illegible]

EMAIL ADDRESS-

[illegible]

TELEPHONE-

[illegible]

CURRENT DEGREE-

7

LL.B.

7

LL.M.

**TEAM MEMBER 2 (SPEAKER 2)**

**FIRST NAME & MIDDLE NAME-**

[illegible]

Attach  
Self-attested  
picture here

LAST NAME-

[illegible]

EMAIL ADDRESS-

[illegible]

TELEPHONE-

[illegible]

CURRENT DEGREE-

☐

LL.B.

7

LL.M.



**TEAM MEMBER 3 (RESEARCHER)**

**FIRST NAME & MIDDLE NAME-**


**LAST NAME-**

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**EMAIL ADDRESS-**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**TELEPHONE-**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**CURRENT DEGREE-**

☐

**LL.B.**

☐

**LL.M.**

**OFFICIAL TEAM CONTACT PERSON-**

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Attach  
Self-attested  
picture here

**TEAM COACH**

**FIRST NAME & MIDDLE NAME-**


**LAST NAME-**

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**EMAIL ADDRESS-**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**TELEPHONE-**

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**UNIVERSITY/ INSTITUTION-**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**POSITION-**

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**HEAD OF THE INSTITUTION-** \_\_\_\_\_

**CONTACT NUMBER-** \_\_\_\_\_

**E-MAIL OF HEAD OF THE INSTITUTION-** \_\_\_\_\_

Attach  
Self-attested  
picture here

\_\_\_\_\_  
(Signature & Seal of the Head of the Institution)



**S.K. PURI INTERNATIONAL MOOT COURT  
COMPETITION- JUSTIFIED '20**



**DECLARATION FORM (ANNEXURE-II)**

*(To be filled in BLOCK LETTERS)*

1. We declare that the under signed team members participating in the Competition have been duly authorized to solely represent our institute/college at the competition
2. We declare that we shall abide by all the Rules of the competition set out and notified to us from time to time through the period of the Competition.
3. We declare and confirm that all the information provided in the Registration Form is true and accurate.
4. We agree that in cases of any disputes arising during the Competition, the decision of the Organising Committee of the Competition shall be final and binding and we shall abide by the same without any further deliberations.

Name and Signature of Speaker 1 - \_\_\_\_\_

Name and Signature of Speaker 2 - \_\_\_\_\_

Name and Signature of Researcher - \_\_\_\_\_



# S.K. PURI INTERNATIONAL MOOT COURT COMPETITION- JUSTIFIED '20



## TRAVEL ITINERARY (ANNEXURE - III)

(To be filled in BLOCK LETTERS)

### ARRIVAL DETAILS

Expected Time & Date of Arrival: \_\_\_\_\_

Mode of Transport: \_\_\_\_\_

De-Boarding Station: \_\_\_\_\_

Train/Flight Name & Number:

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### DEPARTURE DETAILS

Expected Time & Date of Departure: \_\_\_\_\_

Mode of Transport: \_\_\_\_\_

De-Boarding Station: \_\_\_\_\_

Train/Flight Name & Number:

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Whether the accommodation\* being provided by the Organising Institution is  
required or not?

☐ Yes

☐ No

(\*Only for Outstation and International Students)

## **REGISTRATION DETAILS FOR JUSTIFIED 2020**

Dear Participants,

Kindly make a note of these amended registration details:

**Beneficiary Name:** REGISTRAR, UNIVERSITY OF DELHI

**Account Number:** 10851299052

**IFSC Code:** SBIN0001067

**Bank Name:** STATE BANK OF INDIA, DELHI UNIVERSITY BRANCH

**Details:** Student's name, Name of the College and/or University

**MOOT PROBLEM**

*SUPREME Manufacturing, Ltd.*  
*Industrial Street 14*  
*1234 Mount City*  
*Monsantaneo*

Claimant

*AGAINST*

*PETERSON Power backup Generator Co.*  
*3591 White Fort*  
*7286 Peak Avenue*  
*Atlantaneo*

Respondent

**I. THE FACTS OF THE CASE:**

1. SUPREME Manufacturing, *Ltd.*, a Monsantanean company, is a manufacturer of Backup Power Generator and Installation equipment for use in commercial and multiunit residential buildings. Approximately 40 per cent of its production is exported.

PETERSON Backup Power Generator, Co., a an Atlantanean company, is a firm that specializes in the sale, installation and servicing of Power back up Generator equipment in offices, stores, factories and multiple residence buildings.

SUPREME and PETERSON have had infrequent, but continuous, business relations for the past ten years, during which time they have concluded a total of twenty-three contracts, including the contract involved in this request for arbitration, for the sale of Backup Power Generator units for a total contract price of \$20,260,000. Until the contract in question there have been no disputes between the two companies.

2. On 10 May, 2015, SUPREME and PETERSON concluded a contract for the sale of six model 100 KVA Backup Power Generator units at a price of \$100,000 per unit (total \$600,000) CIP (Incoterms 2010) *Port Sea View*, Atlantaneo. (Exhibit 1) The contract called for the first unit to be shipped from any port Mosantaneo within five months of the signing of the contract, *i.e.*, prior to 10 October 2015. The second and third units were to be shipped within seven months of the signing of the contract, *i.e.*, prior to 10 December 2015. The remaining three units were to be shipped within eight months of the signing of the contract, *i.e.*, prior to 10 January 2016. According to clause 7.1 of the General Conditions, payment for each shipment was due “thirty days after notification from the Vendor to the Purchaser that the goods have been dispatched”.

**S. K. PURI MEMORIAL INTERNATIONAL MOOT COURT – JUSTIFIED 2020**

3. On 10 October 2015, the first unit was shipped in a container on the MS Deep Sea Carrier from *Puerto Naci*, Monsantaneo. Notice of the shipment was sent by email on 11 October 2015. (Exhibit 2) It arrived at Port Sea View, Atlantaneo on 21 October 2015. PETERSON transshipped the unit to Model City, Atlantaneo, where it and the other five model 100 KVA Backup Power Generator units were to be installed by PETERSON in a multi-unit residential building under construction by Atlantaneo Construction Co.

4. On 9 November 2015 SUPREME received an email from PETERSON saying “Model 100 KVA Backup Power Generator unit delivered to construction site. Having difficulties getting unit to work. Will let you know more soon.” (Exhibit 3). SUPREME replied on 10 November 2015 asking for more details and repeated its inquiries on 12 November and 20 November. (Exhibits 4, 5 and 6) On 22 November PETERSON replied that the Alternator system did not function properly and requested SUPREME to repair it. (Exhibit 7)

On the same day, 22 November 2015, SUPREME notified PETERSON by email that it was shipping by air a replacement Alternator unit for PETERSON to install. SUPREME pointed out that replacement of the Alternator system by PETERSON would be considerably less expensive than if SUPREME were to send its personnel to Atlantaneo to repair the Alternator unit in place. (Exhibit 8)

On 24 November 2015 PETERSON sent an email to SUPREME that its personnel were not available to repair the unit and threatened to go to another supplier if SUPREME did not send its personnel to Atlantaneo to install the replacement parts. (Exhibit 9)

The following day, 25 November, 2015, SUPREME notified PETERSON by email that the replacement Alternator unit had been shipped the previous day and repeated that PETERSON was obligated to install the replacement parts at SUPREME’s expense. (Exhibit 10) SUPREME also made demand for payment of the price for the first unit, less the cost to PETERSON of installing the replacement parts, *i.e.*, \$100,000 less an estimated \$3,500.

5. PETERSON failure to reply promptly and its failure to pay the purchase price that was due on 10 October 2015 caused SUPREME to feel insecure as to whether PETERSON had any intention to fulfill its obligations under the contract. SUPREME had heard rumors that as soon as PETERSON found that there was a problem with the Alternator unit and before it sent the imprecise email of 9th November 2015, PETERSON had been in contact with *Northnest Manufacturers Inc.*, a manufacturer of Backup Power Generator equipment in competition with SUPREME, to determine whether Northnest could deliver equipment to satisfy PETERSON's obligations under its contract with Atlantaneo Co. in the necessary time and at a lower price. As a result, on 30 November 2015, SUPREME sent another email to PETERSON stating that before it shipped the next two Backup Power Generator units, which was due by 10 December 2015, it insisted on payment of the outstanding balance of \$65,500 and establishment of a letter of credit for \$535,000 with a first class international bank, confirmed by a bank in Monsantaneo, that allowed for partial drawings. (Exhibit 11)

6. PETERSON replied on 2 December 2015 by email in which it purported to cancel the contract and stated that it was holding the Backup Power Generator unit for SUPREME. (Exhibit

12) SUPREME replied by email the same day protesting PETERSON's purported cancellation of the contract and indicating that it was withholding the December shipment. (Exhibit 13) PETERSON sent a further email on 2 January 2016 requesting SUPREME to remove the Backup Power Generator unit. (Exhibit 14)

7. During the following six months there were unsuccessful negotiations between the two parties. On 10 June 2016 PETERSON sent an email to SUPREME stating that it had found a buyer for the unit it was holding at a price after repair of \$60,000. The email stated that PETERSON would sell for the account of SUPREME if there was no reply by 17 June 2016. (Exhibit 15) Since SUPREME had already indicated by its email of 2 December 2015 that it did not accept the cancellation of the contract and that the unit shipped belonged to PETERSON, a position it had continuously upheld in the subsequent negotiations, it saw no reason to reply. PETERSON sent a further email on 20 June 2016 that it was repairing the unit for the account of SUPREME and that it would sell the unit when the repairs were ready. (Exhibit 16) On 2 July 2016 PETERSON sent an email that it had sold the unit for \$60,000 and that it would remit to SUPREME \$40,900, which it claimed was the difference between the price of \$60,000 at which it sold the unit and its alleged costs and damages. (Exhibit 17) The following day, 3 July 2016, SUPREME replied by email that it continued to hold PETERSON in breach of contract, but that it was willing to settle the dispute if PETERSON would pay the \$100,000 for the unit shipped. (Exhibit 18)

8. Since SUPREME never received a reply from PETERSON, on 12 July 2016 it notified PETERSON by email that it would invoke the arbitration clause in the contract of 10 May 2015. (Exhibit 19)

## **II. THE LEGAL POSITION**

1. Arbitration clause Clause 3 of the Special Conditions of the contract of 10 May 2015 provided that;

Any controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration as follows:

- If the Claimant is an Monsantaneo person or entity, the arbitration shall be conducted under the International Arbitration Rules of the American Arbitration Association in effect at the time of filing the claim,
- If the Claimant is a Atlantaneo person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Greek Federal Economic Chamber,
- The place of arbitration shall be Athens
- The number of arbitrators shall be three
- The language of the arbitration shall be English.

**2. Law applicable to the contract**

Clause 2 of the Special Conditions provided that the contract was to be governed by the United Nations Convention on Contracts for the International Sale of Goods. That would have been the result in the absence of clause 2, since both Monsantaneo and Atlantaneo are, and were prior to the conclusion of the contract of 10 May 2015, parties to the Convention.

Clause 2 also provides that “Any matters not governed by the Convention shall be governed by the general principles of law governing international contracts.”

**3. Legal rights of the claimant**

a) SUPREME shipped the first model 100KVA Backup Power Generator unit within the period of time specified in the contract.

b) PETERSON lost any right it may have had to rely on a lack of conformity of the unit by not giving notice specifying the nature of the lack of conformity within a reasonable time after PETERSON discovered it or ought to have discovered it.

c) Even though SUPREME had no further obligations in regard to the model 100KVA Backup Power Generator unit shipped since adequate notice of the defect was not given within the required time, SUPREME rectified the defect by furnishing replacement parts to PETERSON's to install at SUPREME's cost. This action on the part of SUPREME fulfilled any obligation that SUPREME might have had under the contract and the Convention to repair the defective unit.

d) PETERSON has not paid, and continues to refuse to pay, the \$100,000 due for the 100KVA model Backup Power Generator unit shipped.

e) PETERSON has unjustifiably repudiated the entire contract by purporting to cancel the contract in its email of 2 December 2015, leading to damages of \$100,000 for loss of profits on the five model 100KVA Backup Power Generator units remaining to be shipped.

**4. Prayer before the Arbitral Tribunal MAY IT PLEASE THE ARBITRAL TRIBUNAL**

- to order PETERSON to pay SUPREME the \$100,000 due for the model 100 KVA unit that was shipped, plus interest at the rate of 6 per cent per annum from 21 October 2015 to the date of payment;

- to order PETERSON to pay SUPREME the \$100,000 in damages due for the breach of the contract to purchase the remaining five model 100 KVA Backup Power Generator units, plus interest;

- to order PETERSON to pay all costs of the arbitration, including the lawyers' fees. (signed) , 10 APRIL , 2017



Attorneys for SUPREME Manufacturing, Ltd., Claimant

### **III LEGAL POSITION**

#### *Legal Rights of the Respondent*

1. There is common ground between PETERSON and SUPREME that the model 100KVA Backup Power Generator unit was defective.
2. PETERSON inspected the unit promptly after it was delivered to the construction site where it was to be installed. As soon as PETERSON had determined that the unit was defective it notified SUPREME of the defect.
3. SUPREME refused to repair the unit after PETERSON repeatedly required it to do so.
4. The unrepaired unit could not be used by PETERSON to fulfill its contractual obligations to CONSTRUCTION. PETERSON was being pressed by CONSTRUCTION to install the first of six functioning Power Backup Generator units promptly so that CONSTRUCTION could continue with the construction of the residential complex. Therefore, PETERSON was within its rights to cancel the contract with SUPREME and to purchase replacement units from another supplier.
5. PETERSON is entitled to reimbursement for its expenses in preserving and selling SUPREME's unit, including its expenses in repairing the unit prior to sale. Such reimbursement can be recovered from the \$60,000 for which SUPREME's unit was sold.
6. PETERSON is also entitled to recover the damages it was required to pay to CONSTRUCTION for delay in furnishing Backup Power Generator units under the contract between them of 10 May 2015, which delay was caused by SUPREME's failure to fulfill its obligations to PETERSON.

Accordingly; MAY IT PLEASE THE TRIBUNAL

- to declare that PETERSON was within its rights when it canceled the contract of 10 MAY 2015;
- to declare that PETERSON properly sold the Backup Power Generator unit for the account of SUPREME;
- to declare that SUPREME is liable to PETERSON for the expenses it incurred in preserving and selling SUPREME's unit, including its expenses in repairing the unit prior to sale.
- to declare that SUPREME is liable to PETERSON for the damages that PETERSON was required to pay to CONSTRUCTION for delay in furnishing Backup Power Generator units under the contract between them of 10 MAY 2015;

## **S. K. PURI MEMORIAL INTERNATIONAL MOOT COURT – JUSTIFIED 2020**

- to declare that PETERSON may reimburse itself for these expenses and damages from the amount it collected for SUPREME upon the sale of the unit, leaving a balance due to SUPREME of \$40,900
- to order SUPREME to pay all costs of the arbitration, including the lawyers' fees.

### **CLAIMANT'S Exhibit 1**

#### **CONTRACT**

This contract is between SUPREME Manufacturing Ltd., Ltd., Industrial Street 14, 1234 Mount City, Monsantaneo (hereafter referred to as 'Seller') and PETERSON Power backup Generator Co., 3591 White Fort, 7286 Peak Avenue, Atlantaneo (hereafter referred to as 'Buyer').

Seller agrees to sell and Buyer agrees to purchase six model 100 KVA Backup Power Generator units for \$100,000 per unit (total \$600,000) CIP (Incoterms 2010) Port Sea View, Atantaneo. Specifications as per Seller's catalog dated 1 January 2015.

#### **Special Conditions**

1. Shipping dates. The first unit shall be shipped from any port Monsantaneo within five months of the signing of this contract. The second and third units shall be shipped from any port Monsantaneo within seven months of the signing of this contract. The fourth, fifth and sixth units shall be shipped from any port Monsantaneo within eight months of the signing of this contract.

2. Choice of law. The contract is to be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any matters not governed by the Convention shall be governed by the general principles of law governing international contracts.

3. Arbitration clause. Any controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration as follows:

- If the Claimant is an Atlantaneon person or entity, the arbitration shall be conducted

under the International Arbitration Rules of the American Arbitration Association in effect at the time of filing the claim,

- If the Claimant is a Monsantaneon person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Greek Federal Economic Chamber,

- The place of arbitration shall be Athens

- The number of arbitrators shall be three - The language of the arbitration shall be English.

4. General conditions. The general conditions of this contract are contained in General

**S. K. PURI MEMORIAL INTERNATIONAL MOOT COURT – JUSTIFIED 2020**

Conditions of Sale for the Import and Export of Durable Consumer Goods and of Other Engineering Stock Articles, No. 730 (prepared under the auspices of the United Nations Economic Commission for Europe, Geneva, March 1961).

**CLAIMANT'S Exhibit 2**

Text of an email sent by SUPREME to PETERSON on 10 May, 2015:

“Model 100 KVA Backup Power Generator Units shipped 10/10 MS High Sea Charter from Puerto Naci, Monsantaneo. Due Port Sea View 21/10. Documents follow.”

**CLAIMANT'S Exhibit 3**

Text of an email sent by PETERSON to SUPREME on 9 November, 2015:

“Model 100 KVA Backup Power Generator unit delivered to construction site. Having difficulties getting unit to work. Will let you know more soon.”

**CLAIMANT'S Exhibit 4**

Text of an email sent by SUPREME to PETERSON on 10 November 2015: "Please inform soonest nature of difficulties." **CLAIMANT'S Exhibit 5** Text of an email sent by SUPREME to PETERSON on 20 November 2015:

“Waiting to know nature of difficulties. Please advise.”

(signed, 10 May 2015)

(signed, 10 May 2015)

Jack Williams  
Purchasing Agent

PETERSON Power backup Generator, Co

PatrikStevens

Sales Manager

SUPREME Manufacturing, Ltd.

**CLAIMANT'S Exhibit 6**

Text of an email sent by SUPREME to PETERSON on 20 November 2015: “Please inform if unit now operating.”

**CLAIMANT'S Exhibit 7**

Text of an email sent by PETERSON to SUPREME on 22 November 2015:

## **S. K. PURI MEMORIAL INTERNATIONAL MOOT COURT – JUSTIFIED 2020**

“Automatic Alternator system does not function. Do not have personnel available to diagnose further. Please repair promptly.”

### **CLAIMANT'S Exhibit 8**

Text of an email sent by SUPREME to PETERSON on 22 November 2015:

"Sending replacement Alternator system by air for you to install at our cost. Return defective control unit to us for repair. Too expensive to send our technicians.

“Payment due 21/10. Please send.”

### **CLAIMANT'S Exhibit 9**

Text of an email sent by PETERSON to SUPREME on 24 November 2015: “Repeat, our personnel not available. Your responsibility to repair. We will pay when unit operates. Our buyer becoming insistent. Wants unit operating before closing access to building. We must go to other supplier if you do not repair promptly. Please acknowledge.”

### **CLAIMANT'S Exhibit 10**

Text of an email sent by SUPREME TO PETERSON on 25 NOVEMBER 2015:

“Replacement control unit sent by air 24/11. We repeat, you obligated install at our cost. Expect you pay immediately 100,000 less repair cost. We estimate your cost 3,500.”

### **CLAIMANT'S Exhibit 11**

Text of an email sent by SUPREME TO PETERSON on 30 NOVEMBER 2015:

“Have not received payment. Before shipping next two units, insist on payment \$ 65,000 and establishment confirmed L/C \$ 535,000, international bank, partial draw allowed, for remaining 5 units.”

### **CLAIMANT'S Exhibit 12**

Text of an email sent by PETERSON to SUPREME on 2 DECEMBER 2015:

“Alternator unit still not working. You failed to repair as we insisted. Must supply our buyer working units. Canceling contract 10/05/2015. Holding defective unit for you at your cost.”

### **CLAIMANT'S Exhibit 13**

Text of an email sent by SUPREME to PETERSON on 2 December 2015:

“Protest your actions. Holding you for price unit shipped and damages remainder of contract. In

>>>>>>>>>>>>>>

## **INITIAL CLARIFICATION**

Dear Participants,

We were made aware of a typographical error in the moot problem after releasing the same. Kindly make a note of the error and clarification provided as under:

On page 3, under ‘**II. Legal Position**’ the following is provided:

*“- If the Claimant is an **Monsantaneo** person or entity, the arbitration shall be conducted under the International Arbitration Rules of the **American** Arbitration Association in effect at the time of filing the claim,*

*- If the Claimant is a **Atlantaneo** person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the **Greek** Federal Economic Chamber”*

On page 6, under the sub-head ‘Special Conditions’ mentioned in the section ‘**CLAIMANT’S Exhibit 1**’ the following is provided:

*“- If the Claimant is an **Atlantaneon** person or entity, the arbitration shall be conducted under the International Arbitration Rules of the **American** Arbitration Association in effect at the time of filing the claim,*

*- If the Claimant is a **Monsantaneon** person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the **Greek** Federal Economic Chamber”*

This contrasting position appears due to a typographical error in CLAIMANT’S EXHIBIT 1. The correct position is under the “*II Legal Position*” section meaning thereby that the following is the **CORRECT POSITION**:

*“- If the Claimant is an **Monsantaneo** person or entity, the arbitration shall be conducted under the International Arbitration Rules of the **American** Arbitration Association in effect at the time of filing the claim,*

*- If the Claimant is a **Atlantaneo** person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the **Greek** Federal Economic Chamber”*