



भारतीय दिवाला और शोधन अक्षमता बोर्ड  
Insolvency and Bankruptcy Board of India



## MOOT COURT COMMITTEE

**HAMDARD INSTITUTE OF LEGAL STUDIES & RESEARCH (HILSR)  
SCHOOL OF LAW, JAMIA HAMDARD**

*(Deemed to be University)*

*In Collaboration With*

**INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (IBBI)**

*Presents*

**NATIONAL INSOLVENCY & BANKRUPTCY LAW  
MOOT COURT COMPETITION 2024**

*23<sup>rd</sup> - 25<sup>th</sup> February 2024*

*Knowledge Partners*



# **UNDER THE PATRONAGE OF:**

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## ABOUT IBBI



भारतीय दिवाला और शोधन अक्षमता बोर्ड

Insolvency and Bankruptcy Board of India

The Insolvency and Bankruptcy Board of India was established on 1st October, 2016 under the Insolvency and Bankruptcy Code, 2016 (Code). It is a key pillar of the ecosystem responsible for implementation of the Code that consolidates and amends the laws relating to reorganization and insolvency resolution of corporate persons, partnership firms and individuals in a time bound manner for maximization of the value of assets of such persons, to promote entrepreneurship, availability of credit and balance the interests of all the stakeholders.

It is a unique regulator: regulates a profession as well as processes. It has regulatory oversight over the Insolvency Professionals, Insolvency Professional Agencies, Insolvency Professional Entities and Information Utilities. It writes and enforces rules for processes, namely, corporate insolvency resolution, corporate liquidation, individual insolvency resolution and individual bankruptcy under the Code. It has recently been tasked to promote the development of, and regulate, the working and practices of, insolvency professionals, insolvency professional agencies and information utilities and other institutions, in furtherance of the purposes of the Code. It has also been designated as the 'Authority' under the Companies (Registered Valuers and Valuation Rules), 2017 for regulation and development of the profession of valuers in the country.

## ABOUT JAMIA HAMDARD



Jamia Hamdard (JH) was inaugurated by the then Prime Minister of India, Shri Rajiv Gandhi on August 1, 1989, who in his inspiring inaugural address applauded the efforts of Hakeem Abdul Hameed Saheb, the

Founder, for setting up a number of institutions of learning which were finally merged to form a "Deemed to be University" namely Jamia Hamdard. The University has been maintaining a steady progress in all facets in its existence of 31 years and is both nationally and internationally recognized for the quality of teaching and research. The overall progress in this period has been excellent in terms of infrastructure and maintaining the standards which is evident from different government ranking and accreditation processes, placement records, high quality of research, publications and patents.

Hamdard Institute of Legal Studies and Research (HILSR) is one of the departments of Jamia Hamdard. Established in 2018 after the approval from Bar Council of India (BCI), HILSR aims to produce finest legal professionals for the Bar, Bench and legal academy. HILSR currently offers a five-year Integrated B.A.LL.B. programme, LLM Programme (Constitutional Law and Commercial Law specialization) and PhD programme in Law. Ever since its inception, the law school has made significant progress and has become one of the prime destinations to study law in the national capital. The faculty members at HILSR are highly qualified with diverse knowledge and experience. In addition to that, eminent judges and lawyers are also invited to provide students practical knowledge about the working of legal institutions.

## **ABOUT THE COMPETITION**

This event has been devised with the aim of creating the opportunity for the learning and development of jurisprudence on emerging trends in Insolvency and Bankruptcy law besides armouring the coming generation of the legal fraternity with research and oratory skills. The esteemed collaboration with Insolvency and Bankruptcy Board of India (IBBI), the competitors shall be exposed to the highest standard of competition qua the Insolvency law. SCC Online and Eastern Book Company (EBC) are the Knowledge Partners for the said competition.

As a law school, HILSR takes pride in developing academic and advocacy excellence among law students by appraising them about skills pertaining to the drafting of the memorials, articulation of arguments and answering the queries of the bench. This helps the students to grow as individuals and also motivates them to come forward and showcase their skillset. It acts as a catalyst for building confidence and enhancing the research and drafting skills of the students.

The moot proposition of the competition covers contemporary legal issues existing in Indian Insolvency regime. The problem focuses on the interplay of various laws such as Securities Law, Arbitration Law (Domestic and International), Competition Law, etc. with the Insolvency and Bankruptcy Code, 2016. With the evolving jurisprudence and expanding horizons on these legal issues, the participants would be expected to adopt a holistic approach in research and while framing arguments. The participants are encouraged to keep their research multidimensional and not restrict themselves to just one area of law. The competition shall witness experts from IBBI and Judges of High Courts and Supreme Court along with Senior Advocates and Advocates on Record, Supreme Court of India.

## MOOT PROPOSITION

1. Asgard, a country based in the west hosts about 40 million population wherein one-fourth of the population is involved in producing, processing, packing, and selling dry fruits, nuts and spices. Asgard has one of the largest industries which are involved in selling and exporting dried fruits, nuts, and spices. Organic Dried Fruits and Spices Private Limited (“**ODFSL**”) is a company that is involved in producing dried fruits, nuts, and spices. ODFSL has one of the largest distribution chains in Asgard and also exports 40% produce to other countries. It is because of this reason ODFSL has earned goodwill not only in Asgard but also in other countries among other private companies which import dried fruits, nuts, and spices.
2. Natural Foods Limited (“**NFL**”) is a company based in Xandar, a democratic country of the east, having its registered office in the National Capital Region of Xandar (“**NCR**”) and its corporate office in Bombay. NFL has been largely dependent on imports of dried fruits, nuts, and spices from various countries including Asgard. NFL has the largest market share for the distribution of dried fruits and spices. The shares of NFL are listed at the Bombay Stock Exchange and the National Stock Exchange. NFL has raised an amount of Rs. 10 Crore in the year 2019 from issuing convertible corporate bonds with maturity date of 31.12.2025. The largest maturity amount is owed to ODFSL. NFL has taken various lands and godowns on lease in three states, and a total monthly rental of Rs. 25 lakhs is paid.
3. From October to December, Xandar witness multiple festivals across various religions. Therefore, the demand for sweet dishes, desserts, and cakes remains significantly high during this period due to festivities. In the month of September 2022, NFL, in order to fulfil the demands during

festivities in Xandar, approached ODFSL for the purchase of dried fruits, nuts, and spices (*hereinafter “goods”*). On 02.09.2022, ODFSL and NFL entered into a sale-purchase agreement wherein NFL placed an order of 10 loads of dried fruits and nuts and 12 loads of spices for a total consideration of INR 10,15,50,000/-. NFL was required to receive the goods at the port of Valhalla, an eastern coast in Xandar. The terms of the agreement are as follows:-

".....

*c. NFL shall pay 15% of the consideration amount as advance to ODFSL at the time of placing the order.*

*d. ODFSL shall put the goods into shipment within two days of the advance payment and shall share details of the carrier including but not limited to the tracking Id, Bill of Lading, etc.*

*e. If NFL fails to accept the goods at the port of Valhalla in Xandar within 30 days, then the same shall not be returned, and NFL shall be liable to pay the full consideration amount along with a penalty of Rs. 10,00,000/- (Rupees Ten Lakhs only). Time would be the essence of the contract.*

*f. Dispute Resolution Clause: .....".*

4. Pursuant to the agreement dated 02.09.2022, ODFSL put the ordered goods into shipment after ten days (10) of receiving the advance payment. While the goods were in transit, NFL felt the need to purchase more dried fruits, nuts, and spices from ODFSL. On 15.09.2022, NFL placed another order of 20 loads of dried fruits and nuts, and 10 loads of spices for a consideration of INR 20,17,30,000/-. The terms of the agreement were



similar to that of the agreement dated 02.09.2022. However, ODFSL put the goods into transit after four (4) days of receiving the advance payment from NFL. In order to pay the rest of the amount, NFL applied for loan from the financial institutions including the State Bank of Xandar and a consortium of financial institutions. However, since the scrutinization of the loan applications was taking time, therefore, in October 2022, NFL raised money by issuing convertible corporate bonds. The largest maturity amount was owed to Plaza Foods, which has the second largest market share of dried fruits and spices in Xandar.

5. ODFSL is a member of the Merchants and Traders of Asgard Association (“MTAA”) based in the capital of Asgard. MTAA has also adopted rules of arbitration for its members and also for other who may enter into an agreement with the members of MTAA.<sup>1</sup> The agreements dated 02.09.2022 and 15.09.2022 included a dispute resolution clause as follows: -

“.....

***f. Dispute Resolution Clause: The parties hereto agree that all disputes arising out of and/or relating to this agreement shall primarily endeavour to amicably resolve the same through mediation, and if the mediation fails, then the parties shall refer the dispute to an arbitral tribunal duly constituted as per the arbitration rules of Merchants and Traders of Asgard Association which shall be presided over by a sole arbitrator appointed by ODFSL. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 of Xandar.<sup>2</sup>”***

6. The goods were expected to reach the port of Valhalla within 15 days of the date of shipment, however, due to bad weather, the same got delayed

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<sup>1</sup> Please see Appendix A for relevant excerpts of Institutional Arbitration Rules of MTAA.

<sup>2</sup> Refer to Arbitration and Conciliation Act, 1996 (India), *mutatis mutandis*.

by one week. Meanwhile, the consortium of financial institutions found certain irregularities regarding the filing of returns and unfair trade practices while scrutinising the loan applications of NFL, and thus, reported the same to the Securities and Exchange Board of Xandar (*hereinafter “Securities Board”*). Accordingly, the securities board took cognizance of the complaint and initiated an inquiry into the affairs of NFL.

7. Connaught Foods Private Limited stood as NFL’s competitor in Xandar. NFL has previously showed its willingness to Connaught Foods for carrying out the business in Joint Venture. However, the directors of Connaught Foods always denied such request as they feared that NFL’s dominant position will take away their existing goodwill in the market. Connaught Food has time and again faced financial distress, but in 2022, its creditors were planning to initiate insolvency. Upon sensing an opportunity, NFL NFL acquired Connaught Foods, as a result of which the NFL’s business expanded by 15% and surpassed Plaza Foods. However, Plaza Foods made filed a complaint to the Competition Commission of Xandar (*hereinafter “Competition Commission”*) stating that NFL has indulged in anti-competitive practices by abusing its dominant position in the market. Plaza Foods also stated that the said acquisition is likely to cause an appreciable adverse effect on competition. Therefore, the Competition Commission accepted the complaint and initiated an inquiry under Section 20 of the Competition Act, 2002.<sup>3</sup>
8. When the goods reached the port, NFL could not receive the goods within 30 days due to lack of funds, pendency of loan applications, legal compliances and documents. NFL intimated to ODFSL via e-mail that they will receive the goods as soon as the funds and documents are complete

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<sup>3</sup> Refer to The Competition Act, 2002 (India), *mutatis mutandis*.

and legal compliances are met. In its reply, ODFSL stated that if NFL fails to receive the goods within the next 15 days, then ODFSL shall sell the goods to some other buyer and shall recover all costs and expenses from NFL in case the value of the goods diminishes, and loss incurred in such sale.

9. NFL could not receive the goods at the port even the after the expiry of 15 days which was given by ODFSL. As a result, ODFSL sought a “No Objection” by NFL for the sale of goods to other buyers. Thereafter, ODFSL tried to sell the goods to other companies in Xandar, however, it could not get a buyer till that time as other companies had already procured the dried fruits, nuts, and spices till that time for festivities. This also diminished the prices of dried fruits, nuts, and spices as the demand in the market went down during that period.
10. ODFSL tried to sell the goods to other buyers till the month of November 2022, however, to no avail, the goods could not be sold at a profitable price. Therefore, being aggrieved by the actions of NFL, ODFSL decided to recover the loss from NFL in terms of the agreement dated 02.09.2022 and 15.09.2022. ODFSL tried to have an amicable mediation with NFL, however, no response was given by NFL or its authorized representatives.
11. Meanwhile, due to the discrepancies in the books of the company and various legal actions against NFL, the creditors were concerned about their investments. With the rising discontentment among the lenders and creditors, the financial conditions of NFL started to take a toll and was on the verge of becoming insolvent.
12. ODFSL invoked the dispute resolution clause, and appointed a sole arbitrator as per the terms of the agreements and Institutional Arbitration Rules of MTAA. A notice of the appointment of the sole arbitrator and the

constitution of arbitral tribunal was sent to NFL. As per the Rules of MTAA, the arbitrator was not bound to make disclosures relating to him/her being a related or an interested party and regarding his previous arbitrations. Accordingly, ODFSL being the Claimant submitted its claim before the Tribunal. The said proceedings were conducted through virtual mode as parties and arbitrators were from different countries and it was not feasible for everyone to convene physically at regular intervals.

13. Further, with the rising financial crunch and to protect the integrity of the company with the ongoing investigation of the Securities and Exchange Board of Xandar, NFL initiated the Corporate Insolvency Resolution Process under Section 10 of the Insolvency and Bankruptcy Code, 2016. The application was admitted by the Adjudicating Authority and accordingly, vide order dated 12.11.2022 issued moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016<sup>4</sup> (*hereinafter "IBC"*).

14. Meanwhile, NFL also, filed its Statement of Defence within 30 days of the receipt of the filing of statement of claim, and accordingly, denied all the claims of ODFSL, and as a counter-claim sought the refund of the advance amount paid pursuant to agreements dated 02.09.2022 and 15.09.2022. The arbitral tribunal concluded the proceedings and passed an arbitral award on 30.11.2022 in favour of the claimant directing NFL to compensate ODFSL for the loss and injury. However, NFL failed to comply with the directions of the tribunal.

15. ODFSL approached the High Court situated in the capital of Xandar in order to enforce the arbitral award passed against NFL. The Hon'ble High Court allowed the execution petition and directed NFL to comply with the directions of the Tribunal within 15 days. Being aggrieved by the decision

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<sup>4</sup> Refer to Insolvency and Bankruptcy Code, 2016 (India), *mutatis mutandis*.

of the Hon'ble High Court, NFL filed a Special Leave Petition [*SLP (Civil) No. 246 of 2022*] under Article 136 before the Supreme Court on the ground that since a moratorium under 14 under the IBC is in effect, no proceedings including the enforcement and execution can lie as regards the corporate debtor. NFL also submitted that the canvas of Section 14 extends to execution and enforcement of any order passed by a Tribunal including an International Arbitration Tribunal. Accordingly, the Hon'ble Supreme Court issued notice and directed the NFL to file the counter affidavit within 4 (four) weeks from the date of order.

16. On 13.11.2022, Securities Board provisionally attached an immovable property of NFL situated in Bombay, and further obtained an order from the Special Court for the confirmation of such attachment. Further, on 15.11.2022 the Competition Commission also observed that NFL had indulged in anti-competitive practice, and therefore directed NFL to pay a penalty of Rs. 1 Crore (Rupees One Crore only). Both the directions were issued during the pendency of corporate insolvency resolution proceedings before the Adjudicating Authority under IBC. NFL refused to comply with these directions on the ground that moratorium under Section 14 was in operation. NFL filed a writ petition under Article 32 of the Constitution [*W.P. (Civil) No. 135 of 2022*] seeking directions from the Supreme Court that all inquiries, investigations and orders shall be stayed on the ground that moratorium was in operation. The said petition was admitted and notice was issued.

17. Resolution Plan was prepared and submitted to the Resolution Professional. The said Resolution Plan was then approved by majority vote 67% of the financial creditors, whereas those not in favour of the plan stated the applicant is a related party to the corporate debtor, and as a result such person is ineligible under Section 29A of the IBC. The Resolution

Professional did not inform the Operational Creditors about the corporate insolvency proceedings. Further, the claims of the Operational Creditors were not taken into consideration as it arose out of a lease deed, rather the rent was reduced by 50% for a period of 12 months. Later it was found that the resolution applicant had once held the key managerial positions of NFL along with the promoters. Since, the plan was approved by majority, the Resolution Professional submitted the plan before the Adjudicating Authority.<sup>5</sup> The Adjudicating Authority refused to accept the plan vide its order dated 02.12.2022, and held that since the resolution applicant was not eligible under Section 29A of the IBC, therefore, the plan cannot be accepted. The Authority also directed liquidation of the corporate debtor under Chapter III of the IBC.

18. Being aggrieved by the order dated 02.12.2022, NFL filed an appeal under Section 61 before the National Company Law Appellate Tribunal (“*NCLAT*”). However, vide order dated 30.12.2022, NCLAT upheld the order dated 02.12.2022 passed by the Adjudicating Authority. Therefore, NFL filed an Appeal before the Supreme Court [*Civil Appeal No. 567 of 2023*] against the order dated 30.12.2022 on the ground that the Adjudicating Authority does not have the power to reject a resolution plan once it has been approved by the Committee of Creditors by a vote of at least 66%. NFL further stated that the Adjudicating Authority has no power to trample into the commercial wisdom of committee of creditors by rejecting the duly approved resolution plan. The Appeal was admitted and notice was issued. The Supreme Court also tagged all the three cases filed by NFL before the same bench for the sake of convenience and brevity.

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<sup>5</sup> See Appendix B for relevant excerpts of Resolution Plan.

19. During the pendency of the above petitions, the Operational Creditor (“OC”) filed an Intervention Application (IA) in the *Civil Appeal No. 567 of 2023* to be impleaded as Respondent. The IA was filed on the ground that fraud has been committed upon them by the Corporate Debtor. The OC submitted that they were kept unaware about the CIRP and they have been made to suffer a reduction of 50% in the rent. The OC further submitted that the Court should not interfere with the order of NCLAT as CIRP was initiated fraudulently by NFL to defraud its investors including the OC. The IA was admitted. After taking the respondent’s counter-affidavit on record the Supreme Court framed issues as mentioned in Appendix C.

**Note:**

1. The laws of Xandar are *pari materia* to the laws of India.
2. For interpretation of technical expressions, the parties may refer to INCOTERMS 2020.
3. Xandar and Asgard endeavour to adopt the principles laid down in the UNCITRAL Model Law on International Commercial Arbitration.
4. The relevant excerpts of Institutional Rules of Arbitration of MTAA are provided in Appendix A.
5. The relevant excerpts of Resolution Plan are provided in Appendix B.
6. Appendix C provides for the issues framed by the Supreme Court.
7. *The Moot Proposition has been drafted by Mr. Mohd Yasin and Mr. Sami Ahmed. Mr. Yasin is an Advocate at Supreme Court of India and Mr. Sami is a Law Researcher at Delhi International Arbitration Centre (DIAC), High Court of Delhi at New Delhi.*

## Appendix A

### INSTITUTIONAL RULES OF ARBITRATION OF MERCHANTS AND TRADERS OF ASGARD ASSOCIATION

"... .

3. *These Rules may be called as 'Institutional Rules of Arbitration of MTAA' and shall extend to members of MTAA and non-members as well, if such non-member is involved in a dispute with any of the members of MTAA.*

.... .

5. *The parties to the dispute under these rules shall not be required to be represented by a lawyer or an advocate.*

.....

8. *The arbitral tribunal may consist of a sole arbitrator which may be appointed by the member of MTTA to the dispute, however, there can be more arbitrators with the composition value in odd numbers. If a sole arbitrator is appointed by any member of MTAA, then consent would be required from the opposite party on such appointment within 14 days, failing which shall entitle the sole arbitrator to proceed ahead with the proceedings."*



## **Appendix B**

### **RESOLUTION PLAN AS APPROVED BY THE** **COMMITTEE OF CREDITORS**

***(Relevant Excerpts)***

#### **"2. *Payment of Insolvency Resolution Costs***

*As settled out in the Committee of Creditor's meeting, the payment of 60% Insolvency Resolution Costs will be borne out by the Corporate Debtor in priority to all other debts.*

*.....*

#### **5. *Means of Finance***

*As per the proposed settlement and payments envisaged to various creditors of NFL and also the payment of Insolvency Process Cost, it is proposed that the same be funded by way of induction of long-term funds and through the operational accruals of New Age. The gist of the means of finance are as follows:*

- i. Sale of one NFL's property in NCR on a prior condition of taking it back on lease to raise*

- funds and provide liquidity for the corporate debtor;*
- ii. Sale of part of shares of NFL in Connaught Foods as previously acquired by NFL;*
  - iii. Convert the 2019 corporate bonds into equity shares;*
  - iv. Convert the October 2022 corporate bonds into equity shares;*
  - v. Rent of Bombay property to be slashed by 50% for 12 months*

*.....*

**6. Payment plan to Financial Creditors and Operational Creditor**

*The payment plan shall be carried out in accordance with the order to priority as laid down in Section 53 of the Code. The plan for making payment to financial creditors and other class of creditors is as follows:*

- i. Proposal to the lenders for reduction/hair-cut by 45% in the amount payable to the lenders with 10 years repayment schedule.*
- ii. Payment of Rent to Operational Creditors, slashed by 50% for the first 12 months and on an interest free basis, in a staggered manner over a period of three years.*

*.....*

## **8. Payment of Statutory Dues**

*Payments pertaining to statutory dues shall be made in a staggered manner over a period of three years on an interest-free basis and the payment shall commence after the completion of due payment of re-structured dues to all the secured financial creditors of New Age owing to the existing financial crunch and the re-payment structure envisaged under the IBC.*

.....

## **10. Other Proposals**

- i. Continued usage and operation of the facilities of the Corporate Debtor, in the manner, in which they are being presently utilized as the Resolution Applicant.*
- ii. Continued employment to all the erstwhile workmen of the Corporate Debtor with due and timely payment of salaries.*

***In the light of the above benefits, apart from others as provided in the resolution plan, it would be in the best interest of the company, its employees in particular, public in general, and also in interest of financial creditors accept the resolution plan so proposed."***

Appendix C

IN THE SUPREME COURT OF INDIA

IN THE MATTER OF:

SLP (Civil) No. 246 of 2022

Natural Foods Limited ("NFL") .....Petitioner

Versus

Organic Dried Fruits and Spices Private Limited  
("ODFSL")

...Respondent

ALONG WITH:

W.P. (Civil) No. 135 of 2022

Natural Foods Limited ("NFL") .....Petitioner

Versus

Competition Commission of Xandar & Anr.

... Respondents

ALONG WITH:

Civil Appeal No. 567 of 2023

Natural Foods Limited ("NFL") .....Petitioner

Versus

State Bank of Xandar and Ors.

...Respondents

23.05.2023

ORDER

1. Counter affidavits taken on record.
2. The following issues have been framed for the just and proper adjudication of the present cases:
  - a. Whether it was in the remit of the Adjudicating Authority to reject the Resolution Plan approved by 67% of the Financial Creditors?
  - b. Whether the Resolution Applicant in the present case ineligible to submit the Resolution Plan?
  - c. Whether the canvass of moratorium under Section 14 of IBC extends to execution of international arbitral award, inquiry and proceedings initiated by Securities Board and Competition Commission?
  - d. Whether NFL had fraudulently initiated CIRP and has submitted the Resolution Plan at the behest of a related party in order to seek undue benefit of moratorium in various proceedings and inquiries pending before other forums?
3. List on 30<sup>th</sup> July 2023 for final arguments.

-sd-

Court Master

# RULES AND REGULATIONS

## 1. COMPETITION

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- 1.1. The Competition shall take place on 23<sup>rd</sup> - 25<sup>th</sup> February, 2024. It will be held in physical mode at the Hamdard Institute of Legal Studies & Research (HILSR), School of Law, Jamia Hamdard, New Delhi.
- 1.2. The competition shall comprise of two stages:
  - 1.2.1. **Memorial Selection Round:** Top 16 teams shall be selected based upon the evaluation of their memorials, and these selected teams shall qualify for the oral rounds.
  - 1.2.2. **Oral Rounds:** The teams which qualify the memorial selection round shall be eligible for the oral rounds, consisting of 2 Preliminary Rounds, a Quarterfinal round, a Semifinal round, and ultimately, the Final Round.

## 2. ELIGIBILITY

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- 2.1. The competition is open for students pursuing 3 year or 5-year LL.B. from any University approved by the Bar Council of India.
- 2.2. A team is not permitted to have members from more than one institution.
- 2.3. Only ONE team can participate from each institution. In case more than one registration received from an institution, the team which registered first shall be entitled to participate.

## 3. TEAM COMPOSITION

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- 3.1. Each team must comprise of three (3) members. Two (2) speakers and One (1) Researcher. This number cannot be modified under any circumstances.
- 3.2. The substitution of any Team Member is not allowed after the registration deadline.

## 4. REGISTRATION

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- 4.1. All interested teams shall register for the competition by filling up the registration form. The link of the registration form is attached herewith. ([Click here](#))
- 4.2. Prior payment of Registration Fees is required in order to fill out the Final Registration Form.
- 4.3. The last date for registration shall be 24<sup>th</sup> December, 2023. (11:59 P.M. IST)
- 4.4. The registration fee for the competition shall be:
  - 4.4.1. Rs. 4000 per team (**Without Accommodation**)
  - 4.4.2. Rs. 6000 per team (**With Accommodation**)
- 4.5. Teams must note that this amount will not be refunded even if the team does not qualify for oral rounds.
- 4.6. To complete the registration, you should provide the following attachments:
  - 4.6.1. A scanned copy of the NOC from your institution/college for the participating team.
  - 4.6.2. A scanned copy or screenshot of the receipt generated upon successful electronic transfer of the registration fee in the name of the beneficiary.
  - 4.6.3. Scanned copies of the Institution/College ID Cards of the participants.
- 4.7. The payment must be made via Online Bank Transfer to the following account:
  - 4.7.1. Account Name: **JAMIA HAMDARD SPONSORSHIP EVENT**
  - 4.7.2. Account Number: **0915010100000010**
  - 4.7.3. Bank Name: **J&K BANK**
  - 4.7.4. IFSC Code: **JAKA0JAMIAH** (the fifth digit is number zero)
  - 4.7.5. Branch: **Okhla Industrial Area, Phase-II, New Delhi-110020**
- 4.8. Each college or institution is allowed only one registration.
- 4.9. Please note that incomplete forms or registrations sent via email or any other mode will not be considered as successful registration.
- 4.10. The registration fee shall not be refunded under any circumstances.

- 4.11. The payment must be made via Online Bank Transfer only in the Account Details given in Rule 4.7.
- 4.12. The confirmation of Registration will be notified to the teams by the Organizers, after the completion and verification of all the Registration formalities.
- 4.13. After filling the form, the registered teams shall receive a team code, which shall be used for any further communication.

## **5. ACCOMMODATION AND TRANSPORTATION**

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- 5.1. Accommodation shall only be provided from 22<sup>nd</sup> February, 2024 (12:00 P.M.) to 26<sup>th</sup> February, 2024 (11:59 A.M.). In case the participants want to extend their stay, the host/organisers shall not be responsible for making any arrangements for the same.

## **6. COMPETITION ROUNDS**

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### **6.1. Preliminary Rounds**

- 6.1.1. There shall be Two (2) Preliminary Rounds. Each team has to argue once from each side.
- 6.1.2. Each team shall be given a maximum of 30 Minutes to present their case, subject to a maximum of 18 Minutes per speaker. Maximum 2 minutes can be reserved for rebuttals.
- 6.1.3. Each team shall be marked as per the criteria laid down. The top Eight (8) teams, based on the aggregate scores of both speakers in the preliminary rounds, will advance to the Quarter Final Round.
- 6.1.4. In case of tie between teams, the Memorial Scores shall be taken into consideration. Team with the higher Memorial score shall proceed to the next round.
- 6.1.5. The match-ups for the Preliminary Rounds shall be carried out through a draw of lots.



## **6.2. Quarter Final Round**

- 6.2.1.** There shall be One (1) Quarter Final Round.
- 6.2.2.** Each team shall be given a maximum of 30 Minutes to present their case, subject to a maximum of 18 Minutes per speaker. Maximum 2 minutes can be reserved for rebuttals.
- 6.2.3.** This will be a knock-out round and the team winning the round in their respective court room will proceed to the Semi Final Round.
- 6.2.4.** In case of tie between teams, the Memorial Scores shall be taken into consideration. Team with the higher Memorial score shall proceed to the next round.

## **6.3. Semi Final Round**

- 6.3.1.** There shall be One (1) Semi Final Round.
- 6.3.2.** Each team shall be given a maximum of 45 Minutes to present their case, subject to a maximum of 28 Minutes per speaker. Maximum 5 minutes can be reserved for rebuttals.
- 6.3.3.** This will be a knock-out round and the team winning the round in their respective court room will proceed to the Final Round.
- 6.3.4.** In case of tie between teams, the Memorial Scores shall be taken into consideration. Team with the higher Memorial score shall proceed to the next round.

## **6.4. Final Round**

- 6.4.1.** There shall be One (1) Final Round.
- 6.4.2.** This shall be a knock-out round.
- 6.4.3.** Each team shall be given a maximum of 45 Minutes to present their case, subject to a maximum of 28 Minutes per speaker. Maximum 5 minutes can be reserved for rebuttals.
- 6.4.4.** Teams will be evaluated according to marking criteria, and the team with the higher aggregate score of both speakers will be declared as the Winner.

- 6.4.5.** In case of tie between teams, the Memorial Scores shall be taken into consideration. Team with the higher Memorial score shall proceed to the next round.

## **7. MEMORIALS**

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- 7.1.** Each team is required to submit a Memorial for both sides.
- 7.2.** The Memorials must contain the following: -
- 7.2.1.** Cover Page
  - 7.2.2.** Table of Contents
  - 7.2.3.** Index of Authorities
  - 7.2.4.** Statement of Jurisdiction
  - 7.2.5.** Synopsis of Facts
  - 7.2.6.** Summary of Arguments
  - 7.2.7.** Arguments Advanced
  - 7.2.8.** Prayer
- 7.3.** The Cover Page of the memorial should include the Case Title, Name of the Court, the side on behalf of which the Memorial is presented, and the Team Code. The cover page for the Petitioner's Memorial should be in Blue, while the cover page for the Respondent's Memorial should be in Red.
- 7.4.** The Cover page of the memorial must contain the team code in the upper right-hand corner, followed by a 'P' for the Petitioner(s) Memorial, and an 'R' for the Respondent(s) Memorial.
- 7.5.** The font size in the Memorial should be 12, Times New Roman, with 1.5 line spacing for the main text and 10, Times New Roman, with 1 line spacing for footnotes. Additionally, each page should have a margin of at least one inch on all sides.
- 7.6.** For citations, please adhere to the Oxford University Standard for Citation of Legal Authorities (OSCOLA), 4th Edition. You can access a free PDF of OSCOLA at this link:[https://www.law.ox.ac.uk/sites/default/files/migrated/oscola\\_4th\\_edn\\_hart\\_2012.pdf](https://www.law.ox.ac.uk/sites/default/files/migrated/oscola_4th_edn_hart_2012.pdf)

- 7.7.** Memorials must not contain any plagiarized content. Any team found submitting a memorial with plagiarism exceeding a 25% threshold will be disqualified.
- 7.8.** The synopsis of facts should not exceed two (2) pages, the summary of arguments should be limited to two (2) pages, and the arguments advanced must not exceed twenty (20) pages. The total number of pages in the Memorial, including the cover page, should not exceed forty (40).
- 7.9.** The deadline for submitting the soft copy of the memorials is 2<sup>nd</sup> February, 2024 by (11:59 P.M.). Any delay in submitting the Memorials (soft copy) would attract penalty of 1 mark per hour till 11:00 a.m. on 3<sup>rd</sup> February, 2024. No submissions of memorials shall be accepted post 11:00 A.M. on 3<sup>rd</sup> February, 2024.
- 7.10.** Each team must submit the Memorial for the Petitioner(s) and the Respondent(s) in PDF as well as DOC Format to [mcchilsr@gmail.com](mailto:mcchilsr@gmail.com).
- 7.11.** The file names for the soft copy of the Memorials should include only the Team code followed by the letter 'P' or 'R', depending on the side the memorial is from. For example, for Team Code 6, use "TC - 6 P" and "TC - 6 R". The subject of the Email should be "Memorial Submission for Team Code XX", where participants mention their respective team codes.
- 7.12.** Teams advancing to the oral rounds must bring hard copies of the memorials and submit them at the registration desk on 23<sup>th</sup> February, 2024. Failure to do so will result in disqualification.
- 7.13.** Teams must submit 8 (Eight) Hard copies of the Memorials from each side. The Memorials must be spiral bound.
- 7.14.** Memorials must not contain any sign, symbol, etc. that may reveal their identity to the judges. Further, the use of any graphical representation, annexures, pictures in the Memorial are prohibited.
- 7.15.** If a team wishes to submit a compendium, they should send it via email and bring the same with the hard copies of the memorials, as mentioned above.

## 8. COMPENDIUM

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- 8.1. Teams have the option to submit a Compendium containing all relevant case laws, statutory material, and other evidence they plan to use to support their arguments.
- 8.2. The submission of a Compendium is not mandatory for all participating teams; it is at their discretion.
- 8.3. Teams that qualify for Oral Rounds can submit the soft copy of their compendium as a **single document** in PDF format by 15<sup>th</sup> February, 2024 (11:59 P. M.), via email to [mcchilsr@gmail.com](mailto:mcchilsr@gmail.com). The Subject of the email shall be “Compendium for Team Code XX”.
- 8.4. Teams that qualify for Oral Rounds must provide 8 (eight) hard copies of the “Compendium” along with hard copies of the memorials on 23<sup>rd</sup> February, 2024, at the registration desk.
- 8.5. Participants must ensure that the anonymity of their institution/college/university is not violated when providing any material to the Bench. If any identifying marks, names, seals, symbols, or logos are present, participants must make sure they are made unrecognizable.

## 9. RESEARCHERS TEST

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- 9.1. The Researcher's Test for the Competition will be conducted on 23<sup>rd</sup> February, 2024. The mode of researcher's test shall be duly notified to the teams which qualify for the oral rounds.
- 9.2. The teams that qualify for oral rounds are eligible to participate in the Researcher's Test.
- 9.3. Only the designated “Researcher” is allowed to take the test. If a team consists of only 2 members participating as speakers, any one of them can take the Researcher's Test.
- 9.4. The Researcher's Test will be of 100 marks, with 25 multiple-choice questions. Each correct answer will be awarded 4 marks, while each incorrect answer will result in a

deduction of 1 mark.

**9.5.** It is compulsory for every participating team to have their Researcher take the test. Failure to appear for the Researcher's Test will result in a score of zero.

**9.6.** In the event that two or more students achieve the same total marks in the Researcher's Test, the higher rank will be awarded to the student with a higher score in the memorials.

## **10. PENALTIES**

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<b>S. No.</b>	<b>HEADING</b>	<b>PENALTIES</b>
<b>10.1</b>	Exceeding Page Limit	2 marks (Per Page)
<b>10.2</b>	Improper Font Size	0.25 marks (per instance) [Upto 5 marks]
<b>10.3</b>	Improper Font type	0.25 marks (per instance) [Upto 5 marks]
<b>10.4</b>	Improper Incorrect/incomplete information on Cover Page	1 mark (per instance) [Upto 5 marks]
<b>10.5</b>	Incorrect Margin	1 mark (per instance) [Upto 5 marks]
<b>10.6</b>	Text not justified	0.25 marks (per instance) [Upto 5 marks]
<b>10.7</b>	Improper Spacing	0.50 marks (per instance) [Upto 5 marks]
<b>10.8</b>	Inconsistency in citation	1 mark (per instance) [Up to 10 marks]
<b>10.9</b>	Plagiarism	1 mark (per instance) [Upto 10 marks]
<b>10.10</b>	Improper Submission of Soft Copies (Pdf and MS Word Format) / wrong subject of the mail / wrong name of the file	5 marks
<b>10.11</b>	Delay in submission of Memorials (Soft Copy)	1 Marks per hour [Upto 10 Marks]

## 11. MARKING CRITERIA

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11.1. The following is the marking criteria for Memorials:

<b>S. No.</b>	<b>MARKING CRITERIA</b>	<b>MARKS ALLOCATED</b>
<b>1</b>	Depth and Quality of Research	<b>30</b>
<b>2</b>	Proper and Articulate Analysis & Clarity and Organization	<b>20</b>
<b>3</b>	Knowledge and Application of Facts	<b>15</b>
<b>4</b>	Grammar and Style	<b>15</b>
<b>5</b>	Referencing	<b>10</b>
<b>6</b>	Presentation and Neatness	<b>10</b>
	<b>TOTAL</b>	<b>100</b>

11.2. The following is the marking criteria for the Oral Rounds:

<b>S. No.</b>	<b>MARKING CRITERIA</b>	<b>MARKS ALLOCATED</b>
<b>1</b>	Knowledge and Application of Relevant Law	<b>25</b>
<b>2</b>	Interpretation and Use of Facts	<b>20</b>
<b>3</b>	Ability to Answer Questions	<b>15</b>
<b>4</b>	Style, Poise, Courtesy and Court Etiquettes	<b>15</b>
<b>5</b>	Organisation and Flow of Arguments	<b>15</b>
<b>6</b>	Reference to Memorials in the course of Arguments	<b>10</b>
	<b>TOTAL</b>	<b>100</b>

- 11.3.** In case of any dispute, the decision of the judges and organizers shall be deemed final and binding.

## **12. AWARDS**

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The following awards shall be given: -

- 12.1.** Best Team/Winner: - Rs 25,000 + Certificate of Merit + Trophy
- 12.2.** First Runner Up: - Rs 15,000 + Certificate of Merit + Trophy
- 12.3.** Second Runner Up: - Rs 5000 + Certificate of Merit + Trophy
- 12.4.** Best Speaker: - Rs 5000 + Certificate of Merit + Trophy
- 12.5.** Best Memorial: - Rs 5000 + Certificate of Merit + Trophy
- 12.6.** Best Researcher: - Rs 5000 + Certificate of Merit + Trophy
- 12.7.** All Participants shall be given Certificate of Participation.

## **13. MISCELLANEOUS**

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- 13.1.** No member of a team, or anyone associated with a team, may attend the proceedings in a courtroom where their team is not one of the competing parties while their team is still in the competition. It is strictly forbidden to engage in scouting, and any team found doing so will face immediate disqualification.
- 13.2.** All Participants are expected to maintain decorum in Court.
- 13.3.** Any revelation of identity by any student/team during the competition shall lead to disqualification.
- 13.4.** The decisions made by the Organizers concerning any matters related to the competition will be considered final.
- 13.5.** No electric device including but not limited to laptops, tablets, computers, mobile phones, etc. may be used by any member of the teams during the course of the round, including when the opposition team is addressing the arguments.

## **14. CONTACT INFORMATION**

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**14.1.** In case of any queries, please write to [mcchilsr@gmail.com](mailto:mcchilsr@gmail.com) or feel free to contact the following: -

**14.1.1.** Bhavya Pahuja: - +91 93100 75910

**14.1.2.** Arshiya Fatima: - +91 72350 19936

**14.1.3.** Aatikah Fatehi: - +91 91429 96139

**14.1.4.** Danish: - +91 9717098011



## IMPORTANT DATES

<b>S. No.</b>	<b>EVENT</b>	<b>DATE / DEADLINE</b>
<b>1</b>	Release of Moot Problem and Brochure	<b>30<sup>th</sup> November, 2023</b>
<b>2</b>	Last Date of Registrations	<b>24<sup>th</sup> December, 2023</b>
<b>3</b>	Last Date to seek Clarifications	<b>12<sup>th</sup> January, 2024</b>
<b>4</b>	Release of Clarifications	<b>15<sup>th</sup> January, 2024</b>
<b>5</b>	Last Date of Memorial Submission and compendium, if any. (Soft Copy)	<b>02<sup>nd</sup> February, 2024</b>
<b>6</b>	Result of Memorial Shortlisting round if the number of registered teams exceeds 16	<b>10<sup>th</sup> February, 2024</b>
<b>7</b>	Last Date of Compendium (Soft Copy)	<b>15<sup>th</sup> February, 2024</b>
<b>8</b>	Inauguration Ceremony, Draw of Lots and Exchange of Memorials	<b>23<sup>th</sup> February, 2024</b>
<b>9</b>	Preliminary Rounds, Draw of Lots and Exchange of Memorials for Quarter Finals, Quarter Final Rounds, Exchange of Memorials for Semi Final Round	<b>24<sup>th</sup> February, 2024</b>
<b>10</b>	Semi- Final Round, Draw of Lots and Exchange of Memorials for Final Round, Final Round and Valedictory Ceremony	<b>25<sup>th</sup> February, 2024</b>