



**INTERNATIONAL COURT OF JUSTICE**

**IN THE PROCEEDINGS BETWEEN**

**THE REPUBLIC OF VALE AND REPUBLIC OF WINTERFELL  
(APPLICANT)**

**AND THE REPUBLIC OF RIVENDELL (RESPONDENT)  
TO SUBMIT TO THE INTERNATIONAL COURT OF JUSTICE  
THE DIFFERENCES BETWEEN THE PARTIES  
CONCERNING THE EXPLORATION OF AREA PD-7417**

**Jointly notified to the Court on 7<sup>th</sup> November, 2016**

**COUR INTERNATIONALE DE JUSTICE**

**COMPROMIS**

**LA RÉPUBLIQUE DE VALE ET LA RÉPUBLIQUE DE WINTERFELL  
(DEMANDERESSE)**

**ET LA RÉPUBLIQUE DE RIVENDELL (RÉPONDANT)  
SOUMETTRE À LA COUR INTERNATIONALE DE JUSTICE**

**LES DIFFÉRENCES ENTRE LES PARTIES  
CONCERNANT L'EXPLORATION DE LA ZONE PD-7417  
notifié conjointement à la Cour le 7<sup>th</sup> Novembre, 2016**

**JOINT NOTIFICATION**

**ADDRESSED TO THE REGISTRAR OF THE COURT:**

The Hague, 7<sup>th</sup> November, 2016

On behalf of the Republic of Winterfell, Republic of Vale and the Republic of Rivendell, in compliance with Article 40(1) of the Statute of the International Court of Justice, it is our privilege to present to you an original of the Compromis for Submission to the International Court of Justice of the Differences between the Applicants and the Respondent concerning the exploration of Area PD-7417, signed in The Hague, The Netherlands, on the Seventh day of November in the year two thousand and sixteen.

His Excellency Albus Dumbledore  
Ambassador of the Vale  
to the Kingdom of The Netherlands

His Excellency Severus Snape  
Ambassador of the Republic of Rivendell  
to the Kingdom of The Netherlands

Her Excellency Minerva McGonagall  
Ambassador of the Republic of Winterfell  
to the Kingdom of The Netherlands

## **SPECIAL AGREEMENT**

**SUBMITTED TO THE INTERNATIONAL COURT OF JUSTICE  
BY THE REPUBLIC OF VALE AND REPUBLIC OF WINTERFELL  
AND THE REPUBLIC OF RIVENDELL  
ON THE DIFFERENCES BETWEEN THEM  
CONCERNING THE EXPLORATION OF AREA PD-7417**

*The Republic of Vale and Winterfell ("the Applicant") and the Republic of Rivendell ("the Respondent") (hereinafter "the Parties");*

*Considering* that differences have arisen between them concerning the exploration of area PD-7417 and other matters;

*Recognizing* that the Parties have been unable to settle these differences by direct negotiations;

*Desiring* further to define the issues to be submitted to the International Court of Justice ("the Court") for resolution;

*In furtherance thereof* the Parties have concluded this Special Agreement:

### *Article 1*

The Parties submit the questions contained in the Special Agreement (together with Corrections and Clarifications to follow) to the Court pursuant to Article 40(1) of the Court's Statute.

*Article 2*

It is agreed by the Parties that the Republic of Vale and Winterfell shall appear as Applicant and the Republic of Rivendell as Respondent, but such agreement is without prejudice to any question of the burden of proof.

*Article 3*

- (a) The Court is requested to decide the Case on the basis of the rules and principles of international law, including any applicable treaties.
- (b) The Court is also requested to determine the legal consequences, including the rights and obligations of the Parties, arising from its Judgment on the questions presented in the Case.

*Article 4*

- (a) Procedures shall be regulated in accordance with the applicable provisions of the Official Rules of the 7<sup>th</sup> Paras Diwan Memorial International 'Energy Law' Moot Court Competition, 2017.
- (b) The Parties request the Court to order that the written proceedings should consist of Memorials presented by each of the Parties not later than the date set forth in the Official Schedule of the 7<sup>th</sup> Paras Diwan Memorial International 'Energy Law' Moot Court Competition, 2017.

*Article 5*

- (a) The Parties shall accept any Judgment of the Court as final and binding upon them and shall execute it in its entirety and in good faith.

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(b) Immediately after the transmission of any Judgment, the Parties shall enter into negotiations on the modalities for its execution.

In witness whereof, the undersigned, being duly authorized, have signed the present Special Agreement and have affixed thereto their respective seals of office.

Done in The Hague, The Netherlands, this Seventh day of November in the year two thousand sixteen, in triplicate in the English language.

His Excellency Albus Dumbledore  
Ambassador of the Vale  
to the Kingdom of The Netherlands

His Excellency Severus Snape  
Ambassador of the Republic of Rivendell  
to the Kingdom of The Netherlands

Her Excellency Minerva McGonagall  
Ambassador of the Republic of Winterfell  
to the Kingdom of The Netherlands



**THE REPUBLIC OF VALE AND WINTERFELL**

**v.**

**THE REPUBLIC OF RIVENDELL**

***The Case Concerning the Exploration of Area PD-7417***

- 1) The Republic of Rivendell is situated in the continent of Westeros. It is the 3<sup>rd</sup> largest country in the world, with a population of over 1 billion. Rivendell projects into and is bounded by the Black water Bay on the south, by the Narrow Sea on the southwest, and the Whitecap Bay on the southeast. The northern frontier of Rivendell is largely defined by Erebor, the lonely mountain range.
- 2) In the year 1988, with the introduction of new economic policies of liberalization and globalization model, the economy of Rivendell flourished and now it has become a fully developed economy. Rivendell is a 200 year old democratic nation, amongst the economically developed nations in the world and a leader in the field mineral exploration.
- 3) Rivendell shares its eastern border with Vale. Vale is a developing country with a population of approximately 20 million. It figures as one of the least developed nation in

the WTO list of developing nations. To the south of Vale is the Carvahal Ocean. Through the north of the vale spreads the Hadrac desert, a vast and arid land with little or no vegetation. Hadrac occupies roughly 40% of Vale making sustenance of life difficult in the area. Being a developing nation the country lacks technology and infrastructure to sustain its populace and thus, had to import products from various developed countries primarily Rivendell.

- 4) Republic of Winterfell is a developing archipelagic island nation, located in a high-risk seismic zone. It is located to the South of Westeros in the Carvahal Ocean. The primary source of Winterfell's economy is tourism. The government of the country has taken specific steps and inducted many laws to provide a safe and healthy environment for the tourists.

### **PART I**

- 5) In the recent years Rivendell has found it difficult to sustain its huge population with the available resources. The energy sector has suffered over the decades due to lack of raw materials. Population explosion and energy requirement led to import of energy which was expensive and curbed the investment of the government in other sectors. The agricultural was the primary sector that suffered. Without government aids the farmers found it difficult to sustain rate of production. This resulted in thousands of suicides all over the nation.

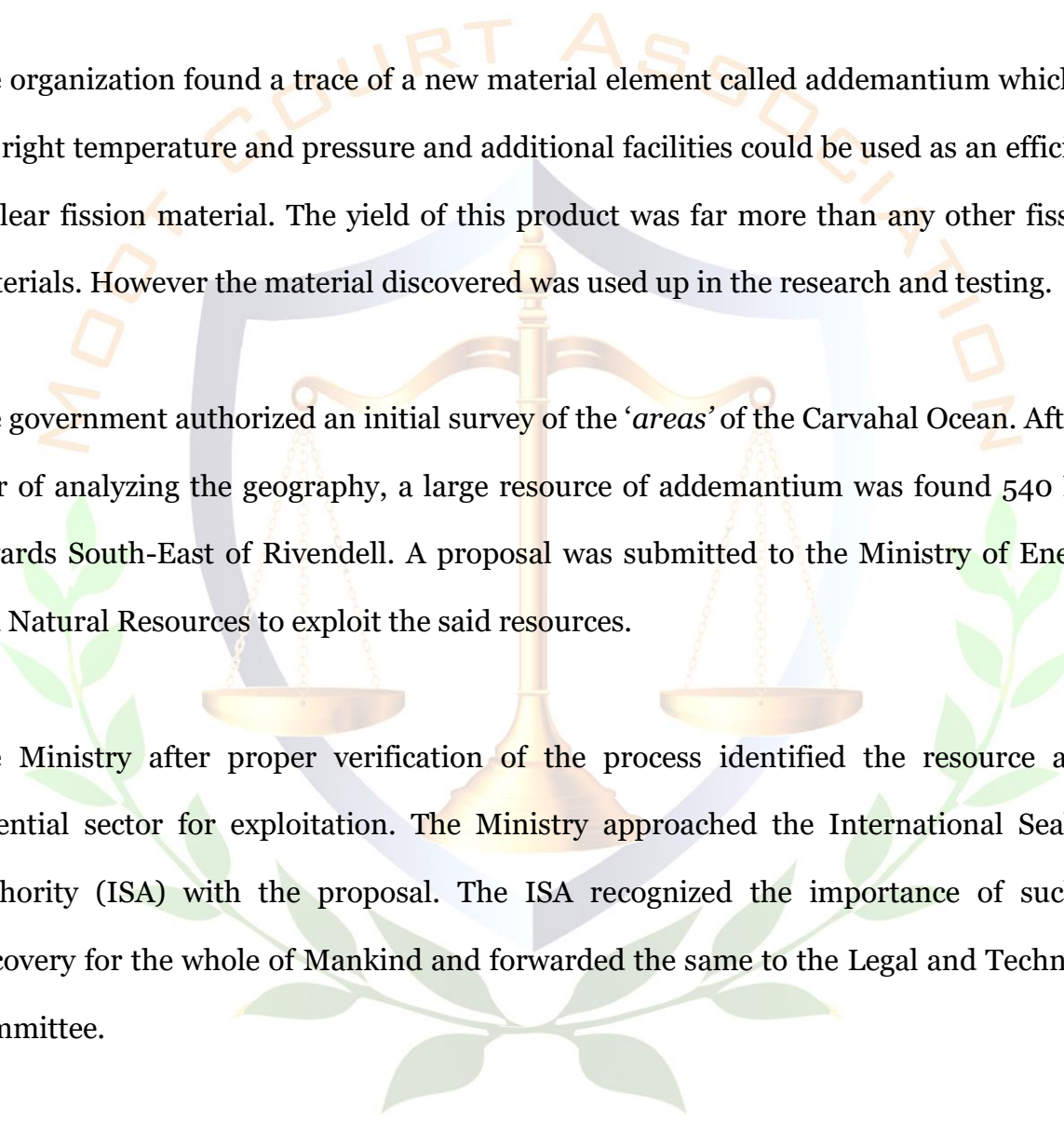
**7<sup>th</sup> Dr. PARAS DIWAN MEMORIAL INTERNATIONAL 'ENERGY LAW' MOOT COURT COMPETITION, 2017**

- 6) As on 31.09.13, the estimated reserve of coal was 306.60 billion tonnes, a decrease of 5.04 billion over the previous year. There has been a decrease of 1.67% in the estimated coal reserves during the year 2012-13. The estimated reserve of crude oil in Rivendell as on 31.09.2013 stood at 763.48 million tonne (MT). The estimated reserves of natural gas in Rivendell as on 31.09.2013 stood at 1488.49 billion cubic meters (BCM). Both have been diminished by over 10 % in the last year. The total potential for renewable power generation in the country as on 31.03.15 is estimated at 896603 MW about 18 % below the required level. Over exploitation of resources and rapid industrialization heavily degraded the energy resources.
- 7) This prompted the Government of Rivendell to endorse a switch to nuclear energy. The Rivendell's Ministry of Energy and Natural Resources intends that by 2023, the deficit of Rivendell's primary energy production should be compensated by production of nuclear energy. In fact, this is not Rivendell's maiden tryst with nuclear energy. Rivendell's primary nuclear reactor Alagesia was shut down 5 years back due to lack of fission materials and the heavy cost of procuring such materials.
- 8) In the year 2011 the Government of Rivendell made a huge investment on the research of exploration of the surrounding terrain for fission materials. They also invited on research and development of new fissionable materials. The scientific wing of the



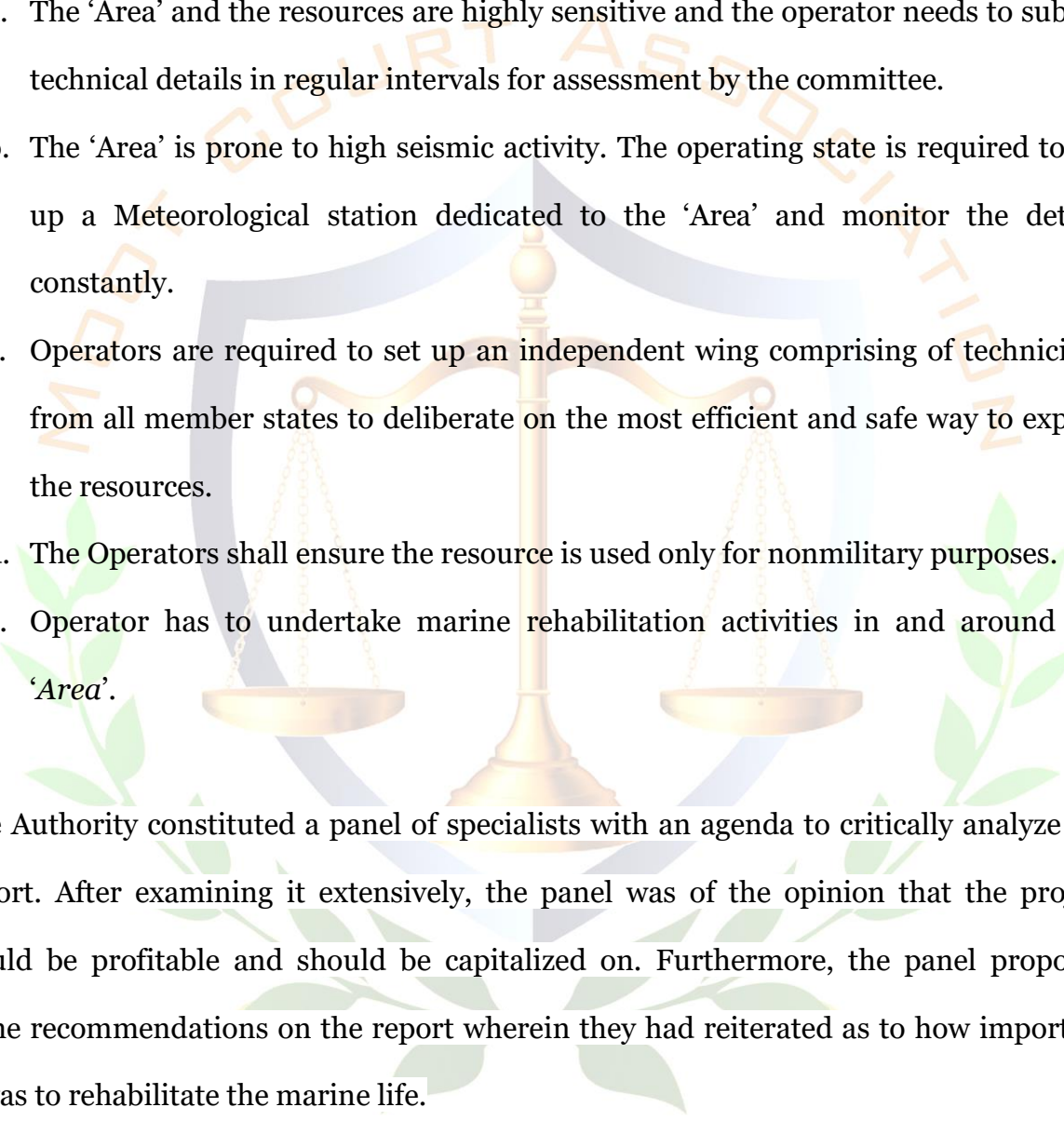
**7<sup>th</sup> Dr. PARAS DIWAN MEMORIAL INTERNATIONAL 'ENERGY LAW' MOOT COURT COMPETITION, 2017**

government Urubean Research and development organization carried on extensive exploration activities in the Carvahal Ocean in the Exclusive Economic Zone.

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- 9) The organization found a trace of a new material element called addemantium which in the right temperature and pressure and additional facilities could be used as an efficient nuclear fission material. The yield of this product was far more than any other fission materials. However the material discovered was used up in the research and testing.
  - 10) The government authorized an initial survey of the 'areas' of the Carvahal Ocean. After a year of analyzing the geography, a large resource of addemantium was found 540 Nm towards South-East of Rivendell. A proposal was submitted to the Ministry of Energy and Natural Resources to exploit the said resources.
  - 11) The Ministry after proper verification of the process identified the resource as a potential sector for exploitation. The Ministry approached the International Seabed Authority (ISA) with the proposal. The ISA recognized the importance of such a discovery for the whole of Mankind and forwarded the same to the Legal and Technical Committee.
  - 12) The plan of work was reviewed by the Legal and Technical Commission in order to ascertain if the application has met the objective criteria set out in the Convention to

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qualify for a contract. The Legal & Technical Committee gave its assent with the following recommendation:

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- a. The 'Area' and the resources are highly sensitive and the operator needs to submit technical details in regular intervals for assessment by the committee.
  - b. The 'Area' is prone to high seismic activity. The operating state is required to set up a Meteorological station dedicated to the 'Area' and monitor the details constantly.
  - c. Operators are required to set up an independent wing comprising of technicians from all member states to deliberate on the most efficient and safe way to exploit the resources.
  - d. The Operators shall ensure the resource is used only for nonmilitary purposes.
  - e. Operator has to undertake marine rehabilitation activities in and around the 'Area'.
- 13) The Authority constituted a panel of specialists with an agenda to critically analyze the report. After examining it extensively, the panel was of the opinion that the project would be profitable and should be capitalized on. Furthermore, the panel proposed some recommendations on the report wherein they had reiterated as to how important it was to rehabilitate the marine life.

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- 14) The Authority and the Council after discussing the matter at length agreed to enter into an agreement with Rivendell to exploit the resource. The Reserved site was named as 'PD-7417'. The acquisition of the technology by authority was completed however Rivendell reserved some key technical details as the material could also be used for weaponization and creation of Mass destruction Weapons. Considering the sensitive nature of site the exploration project was to be carried out by Rivendell as it as the most experienced with the handling of the mineral resources. The Authority recognized that the volatile nature of the mineral makes it a risky project however with the consent of the members the project was approved by the council.
- 15) The mining process was to be carried out by Rivendell's Urubean Research wing and development under the strict supervision of the Authority. The Authority was to retain the managerial and other decision making positions. The agreement specified that Rivendell will finance the whole project and in return will be allowed to retain 30% of the produce. The rest will be distributed between all the states equitably as per the United Nations Convention on laws of Seas. Due to its exclusive knowledge of the resource and the process of mining Rivendell had the de facto control of the whole process. Rivendell decided to use the excess produce to generate energy and provide them to other developing states at only the cost of production of energy. This was agreed to by the other member states as they had no technology to use the mineral.

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- 16) The equitable arrangements under the United Nations Convention on the Law of Seas did not offer solace to Vale. Vale insisted that given the complex nature of mining process and generation of energy being exclusively handled by Rivendell, it expressed great concerns before the International Sea bed authority on two counts; one was that there will be no transparency in the entire process as the watchdog mechanism does not properly exist and there is no guarantee that all the concerned States will receive their share of the produce of energy. Secondly, Vale was enormously worried about possible accidents, other setbacks adverse to them, following the sea-bed mining activity. It requested that Rivendell enter into multilateral agreement in this regard which can be enforced and if necessary arbitrated.
- 17) The International Sea-bed authority denied permission for such negotiations to be initiated give the volatile nature of mineral. In the meantime after completion of all due process, Rivendell commenced the mining process in October 2015. Vale and some other nations prepared a tentative multilateral agreement with an arbitration clause for proceedings before the International Council for Arbitration (ICCA). However, Rivendell and the Authority suggested some fundamental changes in the proposed agreement. Consequently, there was a deadlock.

- 18) The mining process however was running smoothly and energy production started in the Month of January, 2016. The yield was calculated to be much more than what was assessed and enthusiastic scientists from Rivendell predicted that this find will make the world energy sufficient for next two centuries.

## **PART II**

- 19) The initial phase of the production demanded a huge amount of electrical infrastructure that Rivendell did not possess at the time being. So in the year 2015 Rivendell passed a project in its parliament to construct a hydroelectric project on the river Ninor.
- 20) Ninor was the primary sub-tributary of the River Tibor which ultimately joined Anora, the largest river of the Continent. Anora had its source in a small group of hills called the Spine. It was a seasonal river and the volume of waters was primarily maintained by the Tibor and its sub-tributary Ninor. Ninor was the lifeline of Anora.
- 21) The Republic of Rivendell and Vale being neighboring countries have enjoyed more than 60 years of healthy and peaceful trade relations where the latter supplied labor intensive products in exchange of technologically advanced products. Vale was also dependent on Rivendell for the supply of oil and natural gas. Anora after crossing the length of



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Rivendell flowed into Vale. It was the only river in Vale and the primary contributor to their fisheries and Agro based economy. For proper sharing of Resources Vale and Rivendell had signed the Anora River Treaty in the year 1956. The treaty has been operation for the past 60 years without any dispute or interference by either party.

- 22) The treaty requires that a proper notification is required in case of any project that will restrict flow of water on the river Anora. As per the requirement Rivendell notified Vale of its intention about setting up of a hydroelectric project on the Ninor. The project would have serious adverse effects on the flow of river in Vale. Vale made its objection known to Rivendell and pointed out that such a project would be in violation of the treaty. Rivendell replied that the treaty does not govern the sub-tributaries as per the definition provided in Article I clause 2 (See Annexure I).
- 23) Vale raised that the treaty would be frustrated in essence as the flow of Anora would be restricted. The reduction in flow would cripple the already stressed economy of the nation. It would result in mass deforestation in the southern region of Vale and would alter the geography of the adjoining area. The ultimate result will be extinction of thousands of animal species native to the area and also heavy casualties amongst the surrounding populace.

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- 24) Rivendell proposed to compensate some of the loss but Vale refused as no amount could compensate the loss that would ultimately bankrupt the Countries economy. They wanted that the project be shifted to another location or stopped altogether. Rivendell refused as they were under no obligation under the treaty to do so. Rivendell went ahead with the project. The Hydroelectric project became operational on November 2015. The destruction of life source in Vale was immediate and extensive. There was wanton destruction of forest and acres of land submerged as the river changed its course slightly.
- 25) Vale again approached the Sea-bed Authority and continued to press for multilateral understanding in respect of the mining process, particularly in view of the operation of the hydro-electric project by Rivendell which had caused extensive loss and damage in a very short span of time leaving Vale in an economically depressed condition. The Authority did not heed to the pleas of Vale.
- 26) Vale finally decided to approach the International Court of Justice to seek the cancellation of the project and to compel Rivendell to adhere to its upper riparian duties.

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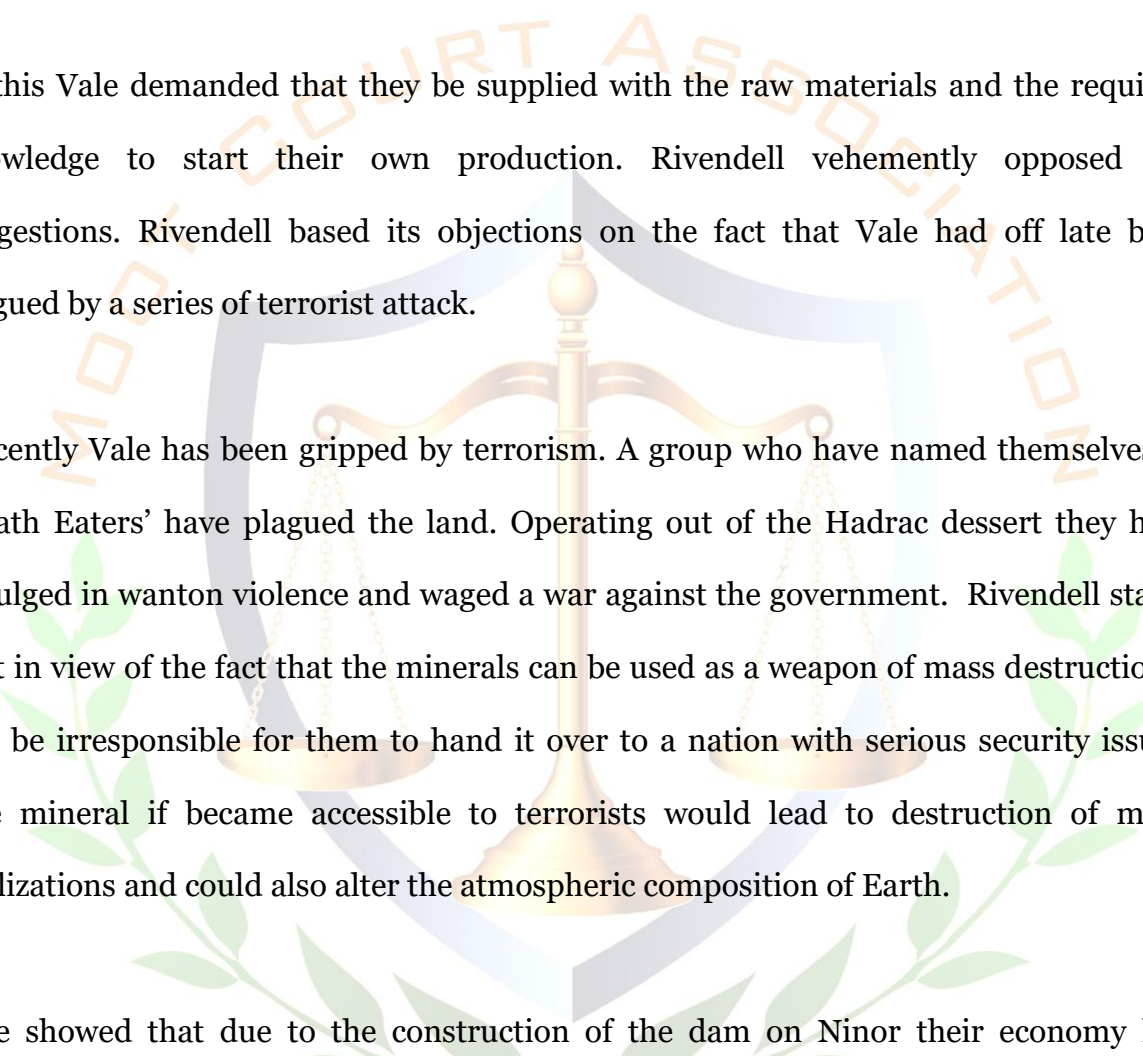
- 27) The question raised before the International Court of Justice was that as regards shared river systems there can be no exclusive exploitation or appropriation of river waters. Vale raised the question that it is entitled to a declaration in this regard and that International Court of Justice like any other Court can grant declaratory orders. Vale also adverted to its unsuccessful efforts in the matter of multilateral understanding concerning the riverbed mining issue.

**PART III**

- 28) On 20<sup>th</sup> October, 2015, the government finished the construction of the plant and proceeded with its operations. With the initiation of the project the Rivendell started earning huge profits and the government began exporting energy to the other nations. At this many nations raised objections that Rivendell was monopolizing the resource and had effective control over the Authority in this matter. Vale was one of the primary countries representing the developing nations in this debate. Vale raised serious objections to the use of resources by Rivendell alone. It was alleged that Rivendell was hyping its energy production rates to various nations to earn more profits. Vale raised a series of objections in various summit meet but they were quailed by the International society due to the importance of the energy source.
- 29) Vale demanded that the resource be supplied to all nations so that they can use it equitably. They also claimed that the other state parties be allowed to carry on the drilling and mining activities themselves. The proposal was quashed by the Legal and

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Technical Committee which stated that the volatile nature of the 'area' made it pertinent that the exploration activities are managed by a single operator.

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- 30) At this Vale demanded that they be supplied with the raw materials and the requisite knowledge to start their own production. Rivendell vehemently opposed the suggestions. Rivendell based its objections on the fact that Vale had off late been plagued by a series of terrorist attack.
- 31) Recently Vale has been gripped by terrorism. A group who have named themselves as 'Death Eaters' have plagued the land. Operating out of the Hadrac dessert they have indulged in wanton violence and waged a war against the government. Rivendell stated that in view of the fact that the minerals can be used as a weapon of mass destruction it will be irresponsible for them to hand it over to a nation with serious security issues. The mineral if became accessible to terrorists would lead to destruction of many civilizations and could also alter the atmospheric composition of Earth.
- 32) Vale showed that due to the construction of the dam on Ninor their economy had crumbled and energy production had been reduced by over 50%. They were in dire requirement of the mineral so that they can sustain the nation. The objections of Vale were not considered by Authority. Vale tried to raise both the above said issues namely its demand for active participation in the seabed mining process and the denial of



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equitable supply of energy by Rivendell before the Security Council. Vale tried to demonstrate that these are matters not only of domestic peace and order but also matters of international peace, security and development. The United Nations declaration on the right to development was cited and it was argued that an affirmative and expansive reading of the right to development needs to be addressed both by the Security Council and the General Assembly of United Nations.

- 33) On April, 2016 a world renowned Non-governmental Organization based out of Rivendell carried out extensive studies on the deep sea exploration and production of Area 'PD-7417'. They made out a detailed report which was published by the 'Daily Bugle' a reputed newspaper. The report explicitly put forth the monopolizing tactics used by Rivendell in the whole matter. The report stated that the Authority was a mere dummy at the hands of the Government of Rivendell. They also published letters from the high ranked government officials of Rivendell to Authority members dictating the actions or influencing of decisions of the authority. One particular paper photograph showed a stamped letter head of the Urubean Research and development dictating the alterations in the report of the Legal and Technical Committee report to clear the passage of the project. The report also provided evidence regarding various bribes that had been exchanged in the whole process. It also stated that Rivendell had not undertaken any steps to rehabilitate Marine life in the Area.



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- 34) On questioning Rivendell authorities and the Authority answered that this was just a ploy to defame the whole operations and that the allegations were baseless. They also stated that interest of the world was in proper and efficient use of the energy resource and the government of Rivendell was honor bound to provide it for the '*common good of all mankind*'.
- 35) Vale then decided to approach the International Court of Justice with the matter that the sector was in the international waters, thus no country can exercise an exclusive right of exploration over such resources. Further it also brought forth objection regarding the monopolizing policies of Rivendell.
- 36) Vale made an application to the International Court of Justice [ICJ] that in continuation of its earlier application seeking a declaration, the ICJ be obliged to call upon the Sea-bed authority to evolve appropriate measures and processes in order to meet and respond to its concerns. This application impleaded Rivendell. Vale further sought an immediate ad interim declaration that Rivendell should be directed to bear obligations and responsibility in the event of a verdict in favor of Vale in both the applications.

**PART IV**

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- 37) The production of the mineral in Area PD-7417 was continuing at a menacing pace. The debris produced was huge and had severely affected the marine life native to that area. The government of Rivendell started a cleanup process but by the time the debris was removed it had destroyed the sea vegetation in the adjoining area resulting in the extinction of an exclusive type of sea horse native to that area. The environmental concerns of the project were rising each day.
- 38) On the day of 27<sup>th</sup> July, 2016 The Meteorological Station dedicated to Area PD-7417 detected certain unnatural seismic activity in the Area. They notified the operators immediately. After deliberations with technicians it was decided that the production should be stopped for three days. The message was conveyed to the operator who immediately ceased all mining activities. The technical team of ISA comprising of technicians from all members was sent to inspect the plant and the drill post seismic activities. The technical found only slight damage to the rig and allowed for production to continue after repairs.
- 39) The repairs were carried out and mining resumed on 2<sup>nd</sup> August, 2016. On the fateful day of 3<sup>rd</sup> August, 2016 there were sudden and unpredictable shifts in tectonic plates triggering seismic activities which were intensified by the already vulnerable and volatile lithosphere of the area. The seismic activity recorded was 9.7 magnitude in Richter scale. The weakened rig could not sustain tremors of such magnitude and broke causing

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a large scale under earth explosion that further intensified the quakes. The quake triggered a tsunami which destroyed the East Coast of Vale and Winterfell. The tsunami carried toxic and radioactive waste from the site and destroyed all life forms in its course. The East coast of Vale was devastated causing more than 3000 casualties. Many persons were affected by the radioactive waste.

- 40) Winterfell was the worst affected as the Tsunami completely destroyed its coastal area. There were 7000 casualties in Winterfell. The beaches were ruined. The flora and fauna was poisoned radioactively and became unfit for habitation. It destroyed the largest wetland of the world located on the east coast of Winterfell. The Beor Wetlands were protected under the Ramsar Convention. The wetlands was rendered unhospitable due to the toxic waste. The tsunami destroyed the appeal of Winterfell as a tourist destination.
- 41) Rivendell immediately sent aid to both the nations. After the disaster had been managed both Winterfell and Vale sought huge Compensation from Rivendell. Rivendell agreed to pay a part of the Compensation and sought that the remainder be paid by the member states of the Council who were beneficiaries of the project. Rivendell argued that ISA was the manager and owner of the property and hence the compensation has to come out of its fund.

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- 42) After series of negotiations related to compensation which yielded no result Vale and Winterfell decided to approach the ICJ to resolve the issue. Vale and Winterfell contended that Rivendell being the primary operator was responsible for any disaster that occurred. They further argued that the operator was negligent in operating weakened rig. Both the countries contended that the issues before the Court need to be adjudicated not only on the basis of negligence or fault but also on the basis of resource gain without sharing and on no-fault obligation.
- 43) Rivendell opposed these contentions and said that since it had followed all due processes of law and procedure, it cannot be fastened with any liability either on negligence or on no-fault basis. It further stated that Rivendell had followed all the due process and even offered the requisite compensation to both nations which they had not accepted.

**ANNEXURE I**

**ANORA WATERS TREATY**

**September 19, 1956**

**TREATY BETWEEN THE GOVERNMENT OF RIVENDELL AND THE GOVERNMENT OF VALE  
CONCERNING THE MOST COMPLETE AND SATISFACTORY UTILIZATION OF THE WATERS  
OF THE ANORA SYSTEM OF RIVERS**

**VALE**

**PREAMBLE**

The Government of Rivendell and the Government of Vale, being equally desirous of attaining the most complete and satisfactory utilization of the waters of the Anora system of rivers and recognizing the need, therefore, of fixing and delimiting, in a spirit of goodwill and friendship, the rights and obligations of each in relation to the other concerning the use of these waters and of making provision for the settlement, in a cooperative spirit, of all such questions as may hereafter arise in regard to the interpretation or application of the provisions agreed upon herein, have resolved to conclude a Treaty in furtherance of these objectives, and for this purpose have named as their plenipotentiaries :

**THE GOVERNMENT OF RIVENDELL:**

**Mr. Jon Snow,  
Prime Minister of Rivendell,  
And**

**THE GOVERNMENT OF VALE**

**Field Marshal Eddard Stark.,  
President of Vale;**



who, having communicated to each other their respective Full Powers and having found them in good and due form, have agreed upon the following Articles and Annexures ;

*Article I*

*Definitions*

As used in this Treaty:

2. The term "Tributary" of a river means any surface channel whether in continuous or intermittent flow and by whatever name called, whose waters in the natural course would fall into that river. The term does not include any sub-tributary or branch or subsidiary channel, by whatever name called, whose waters, in the natural course, would directly or otherwise flow into that surface channel.
3. The term "Main" added after Anora means the main stem of the named river excluding its Tributaries, but including all channels and creeks of the main stem of that river and such Connecting Lakes as form part of the main stem itself.
4. The term "interference with the waters" means:
  - I. Any act of withdrawal therefrom; or
  - II. Any man-made obstruction to their flow which causes a change in the volume (within the practical range of measurement) of the daily flow of the water :

Provided however that an obstruction which involves only an insignificant and incidental change in the volume of the daily flow, for example, fluctuations due to afflux

caused by bridge piers or a temporary by-pass, etc., shall not be deemed to be an interference with the waters.

## *Article II*

### *Provisions Regarding Anora River:*

1. All the waters of the Anora River shall be available for the unrestricted use of Vale, except as otherwise expressly provided in this Article.
2. Except for Domestic Use and Non-Consumptive Use, Rivendell shall be under an obligation to let flow, and shall not permit any interference with, the waters of the Anora in the reaches where the river flow in Rivendell and have not yet finally crossed into Vale.
3. Except for Domestic Use, Non-Consumptive Use and Agricultural Use, Rivendell shall be under an obligation to let flow, and shall not permit any interference with, the waters (while flowing in Rivendell) of any Tributary which in its natural course joins the Anora before the river have finally crossed into Vale.
4. Rivendell shall be under an obligation to let flow all the waters of the Anora river, and shall not permit any interference with these waters, except for the following uses
  - Domestic Use;
  - Non-Consumptive Use;
  - Agricultural Use, and
  - Generation of hydro-electric power

*Article XI*

1. If either Party plans to construct any engineering work which would cause interference with the waters of Anora river and which, in its opinion, would affect the volume of water flowing materially, it shall notify the other Party of its plans and shall supply such data relating to the work as may be available and as would enable the other Party to inform itself of the nature, magnitude and effect of the work. If a work would cause interference with the waters of any of the Rivers but would not, in the opinion of the Party planning it, affect the other Party materially, nevertheless the Party planning the work shall, on request, supply the other Party with such data regarding the nature, magnitude and effect, if any, of the work as may be available.

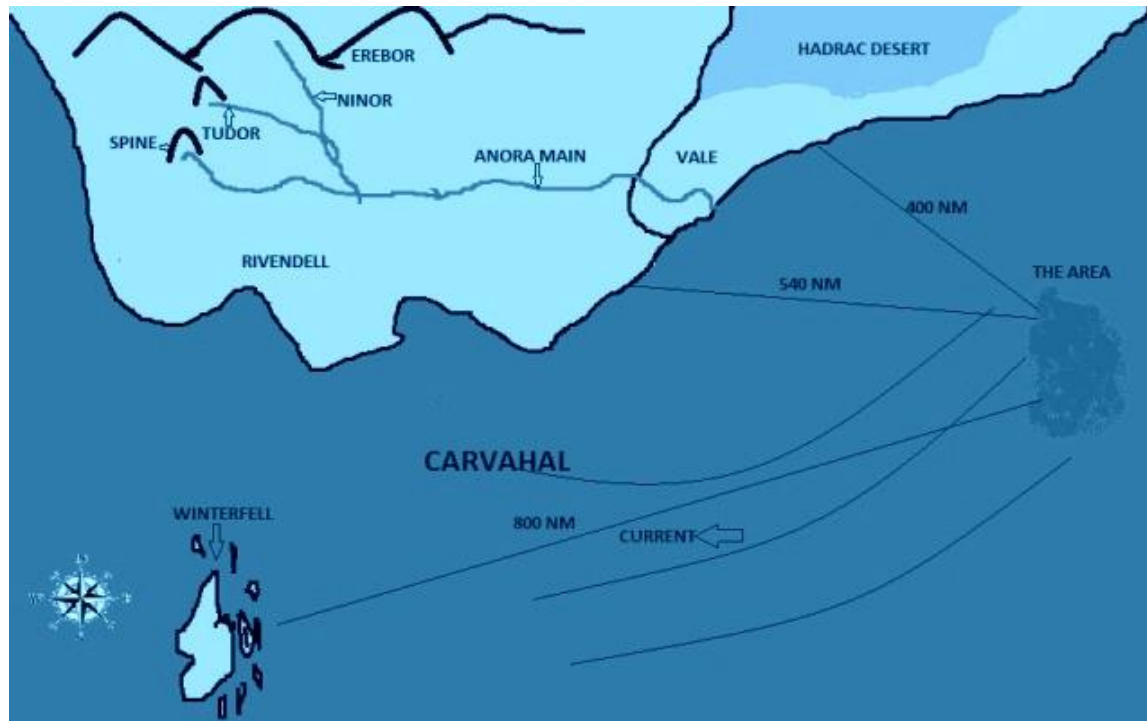
2. If the other party is of the opinion that the construction would seriously limit the exploitation of the river system it has to submit its objections on the report to the party undertaking the project. The party undertaking the project has to take into consideration these matters and suspend the project till mutual agreement is reached.

*Article XIII*

1. Without prejudice to anything mentioned in the treaty the Parties can derogate from the obligations under the treaty in case of overwhelming public interest or national security concerns.

Provided that the party so deviating needs to take reasonable steps to protect the interest of the affected party and furnish due notice.

ANNEXURE II



### ANNEXURE III

#### CONVENTIONS TO WHICH THE STATES ARE PARTIES

| <b>Treaty</b>                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------|
| United Nations Convention on the Law of Sea, 1984                                                                                  |
| Vienna Convention on Law of Treaties                                                                                               |
| Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, Basel, 1989                     |
| Convention on Assistance in the Case of a Nuclear Accident or Radiological Emergency (Assistance Convention), Vienna, 1986         |
| Convention on Biological Diversity, 1992                                                                                           |
| Aarhus Convention, 1998                                                                                                            |
| Ramsar Convention Convention on Wetlands of International Importance, especially as Waterfowl Habitat, Ramsar, 1971                |
| Convention on Biological Diversity (CBD), Nairobi, 1992                                                                            |
| Convention on Fishing and Conservation of Living Resources of the High Seas                                                        |
| Convention on the Protection and Use of Trans boundary Watercourses and International Lakes (ECE Water Convention), Helsinki, 1992 |
| Espoo Convention on Environmental Impact Assessment in a Trans-boundary Context, Espoo, 1991                                       |



**ANNEXURE-IV**

***The main issues raised by the parties before the ICJ can be summarized as follows:***

- 1. Whether the Respondent is liable for the violation of the Anora Rivers Treaty and its obligations as an upper riparian state?***
- 2. Whether the respondent is liable for violation of Article 136 and 140 of the United Nations Conventions on Laws of The Sea and for monopolizing resources on high seas?***
- 3. Whether the Respondent is liable for destruction of the Marine ecosystem in and around Area PD-7417 and Applicants?***
- 4. Whether the Respondent, being the operator of equipment and material, can be held liable to compensate the Applicants for the disaster?***

*\*Parties will address the Court on:*

- (i) Maintainability of the applications by Vale,*
- (ii) Justiciability of first the application filed by Vale,*
- (iii) Legality and propriety of composite hearing of the applications, as the Court will not combine issues which have no common factual foundation.*
- (iv) Whether the Court can recall its ad-interim declaration in view of the objection raised by Rivendell that it has no obligation whatsoever in international law towards the applicant countries?*
- (v) Whether the Court can be persuaded to evolve new principles of liability when matters of fault, negligence, unjust enrichment, doubts regarding transgression of any international law, are uncertain and may not be answered with reasonable clarity?*
- (vi) Whether the Sea-bed authority is at all a necessary party as no relief can be claimed against it, nor it has been alleged to be in dereliction of its duties under international law?*

*\* Other pertinent conventions are to be provided with clarifications. The states will be considered to be parties to all of these conventions.*

**7<sup>th</sup> Dr. PARAS DIWAN MEMORIAL INTERNATIONAL 'ENERGY LAW' MOOT COURT COMPETITION, 2017**

*\* The moot compromise has been framed by the research team of **Moot Court Association** in association with **Mr. Siddhant Satapathy**.*

*\* The names and characters used in the Compromis belong to the famous book series of Songs of Ice and Fire, The inheritance cycle, Marvel's Wolverine, Harry potter and the Lords of the Rings. They are the exclusive property of the authors and publishers and have been used to raise the appeal of the Compromis.*

