

2ND SAARC MOOT COURT COMPETITION

23rd – 25th February, 2018



ORGANISED BY

INDIAN INSTITUTE OF LEGAL STUDIES

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Affiliated to the University of North Bengal

Recognized by the Bar Council of India, New Delhi

Recognized under section 2(f) & 12 (B) of the University Grants Commission Act,
1956

GLIMPSES OF SAARC MOOT COURT COMPETITION, 2016



ABOUT THE INSTITUTE

“Mohima tabo udvashito moha gagano majhe

Biswa jagato moni bhusan bestito charane”

-Rabindranath Tagore

The above mentioned segment is the most appropriate one to depict the illuminating charisma of **Indian Institute of Legal Studies**, an elite institution bestowing wisdom amongst its disciples which is an epitome of torch-bearing the heavy responsibility of architecting the spine of the future. Amidst the spectacular beauty and serenity of the hills and tea-gardens, the institution is shining alike the morning sun and spreading its spectrum to every nook and corner of the country.

Students from different states even from different neighbouring countries are attracted towards the institution owing to its methodical approach in legal education. In a very small span of time the institution has attained a remarkable height. The institution is expanding its horizon by conducting National and International level programs. Students are being shined and well-mentored by the teachers under the aegis of the Chairman of the institution, Shri Joyjit Choudhury. The institution believes in sturdy discipline and rules to be complied by the students. The teachers are highly qualified and experienced and the classrooms are well-equipped with latest technology. There is a spacious library with abundance of rich books which is helpful both for the teachers and the students. The beautiful campus of the institution with a marvellous garden provides an spectacular environment

IILS is the just example of the phrase “unity in diversity”, different cultures and languages are harmoniously juxtaposing here. The righteousness be wielding of the authority is working like a compass which is showing the accurate path towards a brighter future. As a result, the ex-students are doing great in the legal sector.

The institution also serves the society through social works by way of providing free legal-aid camps, by organizing Lok Adalats and by adopting villages to make them litigation free. The students of IILS take active part in these social works. The institution takes extra effort for overall development of the students by regularly conducting seminars, symposiums, special lectures, mock parliament and moot court competitions. **Hon’ble judges from High Courts** and Supreme Court and high ranking officials keep visiting the campus to share their profound and vast knowledge on the respective subjects. Our approach as an institution is not to make lawyers but leaders for the country and the world.

According to C.S. Lewis, “The task of the modern educator is not to cut down the jungles, but to irrigate deserts” and IILS is not only irrigating the deserts of student’s mind but creating a whole new oasis.

MESSAGE FROM THE CHAIRMAN

***“Know what you want to do,
Hold the thought firmly,
Do everyday what should be done and
Every Sunset will see you nearer the goal”***

With my cherished dream of forming ILS into a centre of excellence and competing in national scenario, which I have partly achieved, I wandered through the length and breadth of India, mixing with illustrious personalities, scholars and common folk alike, learning from all-gathering wisdom, binding them together with cord of love, and attempting to transform ILS into wonderful bouquet of opportunities.

ILS has in a few years achieved a lot; it has achieved and proved many things and has taken an agenda to an international level by the ILS SAARC Law Conclave. ILS has proved that education cannot be contained in compartments but needs freedom to serve humanity and to realize a “just and fair society”.

I also take the opportunity to welcome my beloved students who have been associated with the Indian Institute of Legal Studies and also those who wish to become a part of it in the coming days. Students are an integral part of the institution whose nurturing, up-bringing and grooming is the prime focus and objective of the Indian Institute of Legal Studies and it is committed towards its solemn duty with conviction and faith.

I take this opportunity to invite your esteemed institution to be a part of the **2nd SAARC Moot Court Competition, 2018** and take away the same values and skills that transform lawyers into agents of social change.

My best wishes are with the participants.

Joyjit Choudhury

Chairman

Indian Institute of Legal Studies



MESSAGE FROM THE PRINCIPAL

The process of becoming a perfect advocate is a career-long journey that begins in law schools. Legal-writings which culminate in writing a moot court brief and conducting moot court oral arguments, teach students to think like lawyers, a skill fundamental to practicing law and a necessary attribute to the good administration of justice. The thought process requires law students to read and write in a new language, the language of the law. Speaking and writing in legal jargon, thinking like a lawyer, involves understanding, asking how and answering questions can address and resolve uncertainties and ambiguities. Moot court teaches students advocacy skills to solve legal problems and enhances the three most important skills: starting an argument with a conclusion, differentiating fact from opinion and organising a legal argument by an 'Issue' rather than by a chronological narrative of the facts. Moot court also teaches students professionalism and ethics, how to apply law(s) to fact(s), how to structure and rank a legal argument by strength and not to assert, losing propositions. By giving law students opportunities to improve their legal writings, legal researches and oral advocacy in a competitive environment prepares students for a competitive world. It is, perhaps, the most significant activity that develops all the said skills every lawyer needs to possess i.e. Advocacy colloquially.

The Indian Institute of Legal Studies has been rigorously ensuring that the law students get ample exposure in moot courting at the class rooms as also outdoors by organising Moot Court Competitions, and attain all the Advocacy skills with the requisite character as a lawyer. Following the same, the Institute sets out to organise the **2nd SAARC Moot Court Competition, 2018** from 23rd to 25th FEBRUARY, 2018. I wish the organisers and the participants' brilliant success.

Dr. Ishita Chatterjee
Principal
Indian Institute of Legal Studies



INVITATION LETTER

To

The Director/Principal/Head of the Department.

Subject: Invitation for Participation in 2nd SAARC Moot Court Competition, 2018

Respected Sir/Ma'am

Indian Institute of Legal Studies, Siliguri cordially invites your esteemed institution to participate in the **2nd SAARC Moot Court Competition, 2018**, scheduled to be held from 23rd to 25th of FEBRUARY, 2018 in the college premises. Indian Institute of Legal Studies, Siliguri firmly believes in the holistic development of students through moots and other co-curricular activities.

We would like to invite your prestigious college to participate in this particular moot court competition and contribute in making it a greater success.

We look forward to welcome the participants of your esteemed institution.

Thanking you

Aayushi Agarwal

Convenor

IILS MOOT SOCIETY

SAARC

OFFICIAL RULES AND REGULATIONS

The following are the Official Rules and Regulations for the 2nd SAARC Moot Court Competition to be organized at the Indian Institute of Legal Studies, Siliguri on 23rd to 25th of February, 2018.

For the purpose of these rules, the following terms shall mean:

- (1) “Competition” means the 2nd SAARC Moot Court Competition organized by the Indian Institute of Legal Studies, Siliguri.
- (2) “Judge” means any person appointed to adjudicate/evaluate a participating team’s memorial or oral submissions.
- (3) “Memorial” means the written pleadings of each participating team, written and submitted pursuant to these rules.
- (4) “Organizers” means Indian Institute of Legal Studies, Siliguri.
- (5) “Participating Institution” shall be presumed to be the parent Law College/University/ Department of the participating team.
- (6) “Participating Team” means the team which is eligible as per the Official Rules and has registered itself for the competition as per Rule B mentioned below.
- (7) “Penalty” means points deducted in case of violation of any rule.

It should be duly noted that:

- (i) These rules are only inclusive and not exhaustive. If there is any situation which is not contemplated in the Official Rules and Regulations, the Organizers decision on the same shall be final.
- (ii) The Organizers reserve the right to vary, alter, modify, or repeal any of the rules if so required and as they may deem appropriate.
- (iii) The Organizers decision as regards to the interpretation of Official Rules and Regulations or any other matter related to the competition shall be final.
- (iv) Imposition of penalties including disqualification rests solely with the Organizers in case of failure to comply with the rule(s) or deadline(s).

(v) The Organizers reserve the right to take appropriate action against any participating team for any unethical, unprofessional and immoral conduct.

(vi) The Team-ID issued to each participating team as per Rule B.3 shall be their sole source of identity throughout the competition.

(vii) The Participating Teams shall report to the Registration Desk on 23rd February, 2018.



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IMPORTANT DATES

Release of Moot Problem	9 th December,2017
Last Date of Provisional Registration	24 th January, 2018
Assignment of Team IDs	26 th January, 2018
Last Date to seek Clarification	31 st January, 2018
Last Date to Submit Soft Copy of Memorials	03 rd February, 2018
Selection of Memorials	10 th February, 2018
Last Date for Submission of soft Copies of Registration Form and payment of registration fees	17 th February, 2018
Registration at the Competition	23 rd February, 2018
Oral Round and Researcher's Test	23 rd - 25 th February, 2018

The logo of the South Asian Association for Regional Cooperation (SAARC) is centered on the page. It features a stylized map of South Asia in the center, surrounded by a laurel wreath. The acronym 'SAARC' is written in large, bold, serif capital letters below the map.

SAARC

A. General

1. Indian Institute of Legal Studies shall be organizing the *2nd SAARC Moot Court Competition* on **23rd – 25th of February, 2018**.
2. The official working language of the competition would be **English**.
3. Participation is open to bonafide law students pursuing either LL.B. (3-year or 5-year integrated) from any law College/Department/University amongst the member nations of South Asian Association for Regional Cooperation (SAARC) registered under their respective Bar Councils.
4. Each participating team shall comprise of **three (3) members only**, consisting of **two (2) speakers** and **one (1) researcher**. Any additional member shall not be entitled to hospitality or certification. However, a team may comprise of only two (2) members, where one of the members has to act as both the researcher as well as the speaker.
5. Every Participating institution/College/Department/University shall register **only one (1) team**.

The logo of the South Asian Association for Regional Cooperation (SAARC) is centered on the page. It features a stylized human figure with arms raised, holding a torch, surrounded by a laurel wreath. Below the logo, the word "SAARC" is written in large, bold, serif capital letters.

SAARC

B. REGISTRATION

1. All interested team shall provisionally register to the competition on or before **24th January, 2018, 05:00 pm.** by sending an e-mail to iilsmootsociety@gmail.com. The subject should read as ***“Provisional Registration for 2nd SAARC Moot Court Competition, 2018”***.
2. No registration fee is to be paid during the provisional registration.
3. On completion of the timeline for provisional registration, the institute shall respond to each team with a unique team code, which shall be used to identify teams during the competition;
4. There shall be a memorial selection round, based upon which the top 16(sixteen) teams shall be invited to present oral arguments on the date of the competition.
5. All the Selected Teams shall register themselves for the competition latest by 17th February,2018 by sending an e-mail to iilsmootsociety@gmail.com along with the scanned copy of the Registration Form and Travel Form. The subject should read as ***“Registration for 2nd SAARC Moot Court Competition, 2018”***.
6. A registration fee of Rs. 5,500 INR (Rupees Five Thousand Five Hundred only) is payable along with the attached Registration Form for the teams qualifying to the competition.
7. **MODE OF PAYMENT** -Payments can be made through electronic fund transfer. For this, the bank details are as follows:
 - a. Account Name: INDIAN INSTITUTE OF LEGAL STUDIES
 - b. Account type – CURRENT A/C
 - c. Account Number: 1060050007870
 - d. Bank Name: UNITED BANK OF INDIA
 - e. Branch Name: PRADHAN NAGAR, SILIGURI
 - f. IFSC Code : UTBI0PRND39

8. In addition teams must also send a scanned copy of the NEFT/RTGS/Bank transfer receipt along with the Registration Form and travel details via E-mail to iilsmootsociety@gmail.com.
9. **Clarifications cannot be sought on any part of the moot proposition.**

C. COMPETITION: ELIMINATION STAGE ORAL ROUNDS & RESEARCHER'S TEST

1. All participating teams, registered for the competition are required to submit the soft-copy of their memorials (in .pdf format) latest by 3rd February, 2018 by sending an e-mail to iilsmootsociety@gmail.com.

The subject should read as ***Memorial Submission: Team Code <Team-ID>***.

2. The competition shall consist of two stages:
 - i.* **Elimination Stage:** All memorials shall be evaluated and marked as per **Rule E. Sixteen (16) teams** shall be selected according to the ranking of memorial scores to participate in the Oral Rounds.
 - ii.* The Oral Rounds of the 2nd SAARC Moot Court Competition shall take place at the campus of **Indian Institute of Legal Studies, Siliguri**.
3. The dress code for the participants for the Oral Rounds shall be Western formals.
4. There shall be a Draw of Lots and Memorial Exchange before each Oral Round. The Teams are not supposed to put **any mark** on the exchanged Memorial. The Teams shall return back the exchanged Memorial to the Court Officer after each Oral Round.
5. The teams are allowed to use a compendium of cases and other materials referred to in the memorials in the competition, provided the **compendium should not disclose** the identity of the Participating Institution or the names of the participants in any manner whatsoever.
6. Every team shall make oral submissions for the Applicant and the Respondent in two (2) separate Preliminary Rounds, respectively.
7. Eight (8) teams shall advance to the Quarter-finals. The memorial score shall be added to the oral score to credit qualification.

8. The team qualifying for the Quarter-Finals shall make oral submissions either for the Applicant or the Respondent depending upon the draw of lots. A team will be credited with a win if their oral score is greater than that of the opposing team.
9. In case the oral score of the two teams is the same, the memorial score shall be added to the oral score to credit a win. The winning team shall qualify for the Semi-Final Rounds.
10. During the Semi-Finals, a team will be credited with a win if their oral score is greater than that of the opposing team. In case the oral score of the two teams is the same, the memorial score shall be added to the oral score to credit a win.
11. Two (2) teams shall advance to the Final. The team with the higher Round Total shall be declared as the Winning Team. The team with the lower Round Total shall be declared as the Runners-Up Team of the competition. In case the oral score of the two teams is the same, the memorial score shall be added to the oral score to credit a win.
12. Each team will have a maximum of 25 minutes to present their Oral Submissions during the Preliminary Rounds, 30 minutes during the Quarter-Finals, 35 minutes during the Semi-Finals and 45 minutes during the Final. This will include the time that each team may want to reserve for their Rebuttal / Sur-rebuttal (which should not be more than 5 minutes for any round).
13. No speaker will be permitted to address the Court for more than 13 minutes during the Preliminary Rounds including Rebuttal / Sur-rebuttal, 20 minutes during the Quarter-Final including Rebuttal / Sur-rebuttal, 25 minutes during the Semi-Finals including Rebuttal / Sur-rebuttal and 30 minutes during the Final.
14. At the commencement of each Round, each team must notify the Court Officer as to the division of time between the two (2) speakers and the amount of time that the team reserves for their Rebuttal / Sur-rebuttal. A maximum of 5 minutes can be reserved for the Rebuttal / Sur-rebuttal.
15. Granting of additional time would be on the discretion of the Judges. Exceeding the time limit after the grant of additional time by the judges shall attract penalty on the discretion of the Judge. The time would be noted down by the Court Officer and in the absence of express instruction from the Judges, the Court Officer would not presume that any extra time has been granted by the Judges, hence it becomes the duty of the speaker to request the Judges for extra time if the speaker wishes to continue to speak after the completion of the allotted time.

16. All team members shall refrain from wearing, using or carrying in any form, any identifying items, such as badges, blazers, pins, Books / Bags / Compendium / Notes / Laptops with a College / Department / University / Library logo, seal or name during the competition. Violation of anything mentioned under this rule shall amount to **disqualification of the team.**
17. All Participants are expected to strictly maintain decorum in the Court Room during the competition and are expected to conduct themselves in a manner befitting the legal profession.
18. All research, writing and editing must be solely the product of the members of the participating team. Persons other than the members of the participating team are not permitted to research on the Problem Statement of the competition or to provide any other kind of assistance to the participating members during the competition.
19. During the course of oral submissions, the participants cannot submit to the court any material containing pictorial representation whatsoever. Further the participants will not be permitted to make any audio / visual representation nor will they be allowed to use personal computers, laptops and any other technical or mechanical device during their oral submissions.
20. If at any instance a submission is made with any material in violation to Rule C.19 and if any picture, sketches, photos, cartoons, caricatures, audio film, video film, projector-slide or a computer generated image is submitted or presented to court, the teams shall be subject to strict penalty including disqualification.
21. No member of any team or any individual connected with any team shall be permitted to hear the oral submissions in any court room in which that team is not one of the contesting teams whilst that team is still in the competition. The Organizers shall take strict action, including disqualification from the competition, against any team found to be scouting through a team member or through any other means.

D. MARKING CRITERIA FOR ORAL SUBMISSIONS

1. Each Judge will mark an individual speaker on a total of 100 marks.
2. The Round Total will be the aggregate of the total of the two (2) speakers.
3. The following will be the Marking Criteria and the Marks Allocated to compute the Round Total for each team:

S. No.	Marking Criteria	Marks
1	Knowledge and Application of Relevant Facts and Law	20
2	Interpretation and Application of Facts	20
3	Ingenuity and Ability to Answer Questions	10
4	Evidence of Original Thought	10
5	Organization and Flow of Arguments	10
6	Style, Poise and Courtesy	10
7	Reference to Memorial in the Course of Argument	10
8	Time Management	10
Total		100

4. The decision of the Judges as to the marks allotted shall be final.

E. MEMORIALS

1. Last day for the submission of soft copies of memorials without penalty is 3rd February, 2018. Late submission of the memorials will attract a two (2) marks penalty per day. No memorial shall be accepted after 03rdFeb, 2018 (23:59 IST).
2. **The Participants are required to submit 08 (Eight) hard copies of memorials from each side(Both Applicant and Respondent) on the date of competition at the registration desk.**
In total 16 copies of memorial needs to be submitted.
3. All participating teams must submit memorials for both Applicant and Respondent for the Problem Statement.
4. All participating teams must submit typed memorials fulfilling the following specifications:
 - (i) The memorials shall contain the following:

- a) Cover Page
- b) Table of Contents
- c) Index of Authority
- d) Statement of Jurisdiction
- e) Statement of Facts
- f) Issues Involved
- g) Summary of Arguments
- h) Body of Arguments
- i) Prayer

(ii) The Team ID should be clearly mentioned on the top right corner of the Cover Page in the following manner:

Suppose the Team ID allotted is TC 27, then it should appear as TC 27_A on the Applicant's Memorial and as TC 27_R on the Respondent's Memorial.

The Cover Page, along with the Team ID shall essentially consist of:

- a) The name and place of the forum
- b) The relevant legal provision for filing the suit/petition
- c) Name of the parties and their standing (Prosecutor or Defendant)
- d) Memorial filed on behalf of...
- e) Counsel appearing on behalf of...

(iii) The memorial shall not exceed forty (40) pages, including the Body of Arguments, which shall not be more than twenty-five (25) pages.

(iv) The memorials shall be typed on A4 size pages in Font type: Times New Roman, Font Size: 12, Line spacing: 1.5 and 1 inch margin on each side. Footnotes should be in Font type: Times New Roman, Font Size: 10 and Line spacing: 1. Use of Uniform mode of citation is recommended. There shall be proper page numbering and paragraph numbering.

(v) The memorials shall not contain any Annexure / Photographs / Sketches / Exhibits / Affidavit etc. Violation of the said provision will entail immediate disqualification from the competition.

(vi) The identity of the Participating Institution or the names of the participants if revealed in the memorials in any manner would amount to disqualification.

(vii) The Cover Page of the Memorial from the side of the Applicant shall be Blue in colour and from the side of the Respondent shall be Red in colour. The Memorial shall be spiral bound.

MARKING CRITERIA FOR MEMORIALS

1. Every participating team shall be marked on a total of 100 marks. There shall be separate marking for the Prosecutor and Defendant memorials.

2. The following shall be the marking criteria and the allocation of marks to each category:

S. No.	Marking Criteria	Marks
1	Knowledge and Application of Relevant Facts and Law	25
2	Depth & Quality of Research	25
3	Proper & Articulate Analysis	20
4	Clarity & Organization	10
5	Citation of Authorities and Referencing	10
6	Grammar & Style	10
Total		100

F.AWARDS

1. The following awards along with cash prize shall be presented:

- (a) Winning Team: Rs. 30,000 INR
- (b) Runners-Up Team: Rs. 15,000 INR.
- (c) Best Memorial: Rs.5,000 INR
- (d) Best Speaker: Rs. 5,000 INR
- (e) Best Researcher: Rs. 5,000INR

2. In addition to the above awards, a certificate of participation will be given to all the teams participating in the competition.

G.COPYRIGHT

1. The copyright over the memorials submitted for the purpose of the competition shall be deemed to be assigned by the participants and the Participating Institution completely and fully with the Organizers. The participants shall certify in writing the originality of materials contained therein and shall be responsible for any claim or dispute arising out of the further use and exhibition of these materials.

2. Further use and exhibition of these materials, electronically or otherwise, shall be the exclusive right of the Organizers and they shall not be responsible for any liability to any person for any loss caused by errors or omissions in the collection of information, or for the accuracy, completeness, or adequacy of the information contained in these materials.

H.HOSPITALITY

1. Accommodation to all participants shall be provided by the Organizers from the 23rd February (12:00 IST), 2016 to 25th February, 2018 (12:00 IST). Teams wishing to stay back later than the above date and time shall make arrangements for accommodation on their own.

2. The teams shall make their own arrangements to reach at the accommodation venue, from Airport/Railway Station/ Bus Stands.

I. WEATHER

The high seasonal norm is 27°C . The minimum is 16° C. Thus the main temperature, average in this month of February in Siliguri is 21°C . Thus the Participants are advised to carry winter garments as it is generally cold during night.

J. THINGS TO DO IN AND AROUND SILIGURI

Siliguri, also known as the Gateway to the North East India, is a city in North Bengal famous for its temples and tea gardens and its connectivity to other regions of the North-East.

A corridor to the North East India from the mainland, Siliguri is famous as the commercial centre of North Bengal and is the transit location to the neighboring countries like Bangladesh, Nepal, Bhutan and Myanmar and into the Himalayan ranges of Gangtok, Mirik, Kalimpong, Darjeeling and Kurseong.

H. OFFICIAL COMMUNICATION

Student Convener: Aayushi Agarwal
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Co-convener : Himanshu Kumar Singh
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Rajeshwi Pradhan
Ph. +91- 7718274703

Hospitality In-charge	1. Harshit Agarwal Ph. <u>+91-9733055000</u> 2. Kaushik Ghosh Ph. <u>+91-9593182845</u>
Further Clarification	1. Himanshu Kumar Singh Ph. <u>+91-7501404284</u> 2. Aayushi Agarwal Ph. <u>+91- 7679226407</u>

Official ID – iilsmootsociety@gmail.com

NOTE : Clarifications cannot be sought on any part of the moot proposition. However clarification in regard to rules, regulation, accommodation and travelling can be sought.

SAARC

MOOT PROBLEM

2nd SAARC MOOT COURT COMPETITION 2018

Republic of Winterfell is one of the countries located in Seven Kingdoms, and shares its borders with many countries towards east, west, north and south. Winterfell is a vast country with many states, and a huge population. The northern frontiers of Winterfell are defined largely by the Himu mountain range, where the country borders Vale, Eyrie, Casterly Rock, it shares its western border with Rych, on the east, it is bordered with Dorne and Storm Lands and towards the south it shares water boundaries with Iron islands.

The Federal Democratic Republic of Casterly Rock, is a landlocked central Himu country in Seven Kingdom. Geographically, socially, culturally and historically, both Winterfell and Casterly Rock are linked most intimately. Cultural ties between the both have existed since the dawn of civilization. The Meren temple at Casterly Rock with four priests from South Winterfell still shines out as the most precious cultural link between the two. To quote a author from Casterly Rock "there are possibly no two countries in the world whose histories, cultures and traditions have been so closely interlinked for such a long time." Nature seems to have ordained that Casterly Rock and Winterfell live in amity sharing common problems of economic and social development. The strategic importance of Casterly Rock is so vital for Winterfell that relations with Casterly Rock, constitute a critical variable in Winterfell's defence and security planning in the north eastern part of Winterfell.

The 1950 Winterfell-Casterly Rock Treaty of Peace and Friendship (official name Treaty of Peace and Friendship between the Government of Winterfell and the Government of Casterly Rock – ANNEXURE I) is a bilateral treaty between Casterly Rock and Winterfell establishing a close strategic relationship between the two Kingdom neighbours.¹The 1950 treaty and letters exchanged between the then Winterfell government and Baratheon rulers of Casterly Rock, stated that "neither government shall tolerate any threat to the security of the other by a foreign aggressor" and obligated both sides "to inform each other of any serious friction or misunderstanding with any neighbouring state likely to cause any breach in the friendly relations subsisting between the two governments." These accords cemented a "special relationship" between Winterfell and Casterly Rock.

¹ANNEXURE- I

The availability of water resources and mountainous geography of Casterly Rock is most suitable for construction of cheap hydropower projects. These projects can provide cheap electricity to all the neighbouring countries of Seven Kingdom. However, Winterfell's willingness to co-operate in this field is much vital for any meaningful utilization of water resources in Casterly Rock because "Casterly Rock's capacity to do it alone is severally constrained by the lack of funds, technology and man power". While Casterly Rock needed Winterfell's assistance, Winterfell was also eager to assist Casterly Rock in its economic development. Winterfell's used its aid to promote Casterly Rock's progress in Agriculture, communication, Industries, Power projects, Irrigation and community development schemes, to encourage political stability in Casterly Rock, to minimize the influence of other powers, and to keep Casterly Rock into Winterfell's security orbit.

Though the water resources are in abundance, Casterly Rock is seriously handicapped in their utilisation and management through indigenous efforts. Casterly Rock's major problem has been lack of capital and technological resources. Large scale water resource development projects require huge capital investments and sophisticated technologies. The Casterly Rock government has given high priority to the water sector in its investments plans. During the Eighth Plan period, the government expected to spend 37 percent of the total public development expenditure in the water sector; 10.5 percent in irrigation, 21 per cent in hydropower, 5.5 percent in drinking water. But the government was able to find money for only 73 percent of the targeted expenditure in the power sector. The resources required to launch even a medium sized hydroelectric project are so large that Casterly Rock has not been able to meet it from its present available resources. Therefore Casterly Rock has to seek external assistance for this purpose. Casterly Rock has not been able to effectively utilise its domestic resource inputs like labour, materials and management expertise in its water projects.

There is relation of geographical interdependences and economic complementarities between the water resources development aspects of Winterfell and Casterly Rock. Casterly Rock has large hydroelectricity generation potential. The demand for and consumption of electricity in Casterly Rock is likely to grow at a rate much slower than what its hydropower potential implies. Casterly Rock therefore prefers to view its water resources more as a source of export earnings. On the other hand Winterfell has been suffering from power shortage for quite some time with constraint of energy becoming acute every year.

For Winterfell, dependence on Casterly Rock in the matter of water resources management and utilisation emanates primarily from hydrology. As Casterly Rock is the upstream country optimum and efficient measures of water resource development can in many cases be taken only in Casterly Rock. The construction of reservoirs/dams in Casterly Rock would help controlling flooding and sedimentation in the eastern states of Astapor and Westeros in Winterfell. Heavy siltation caused by rivers tumbling down from hills to Kinley basin causes ecological damage and reduce the effective life of irrigation projects downstream. Afforestation in upper catchment areas of Casterly Rock is essential for watershed management measures in common basins of Winterfell and Casterly Rock. Expansion and management of irrigation facilities in the Kinley basin in Winterfell requires co-operation from Casterly Rock. The in-country options that Winterfell may adopt or have adopted in past such as embankments for flood controls, surface irrigation through barrages, dredging for increasing channel depth will prove and have proved, grossly inadequate and even counter productive in some cases. Soil conservation and Afforestation in the upper catchment could help check erosion, assure fuel, fodder and food security.

Thus there is complete interdependence between Winterfell and Casterly Rock in the matter of water resources. The relation is highly prospective because of both immensity and complimentarity of benefits, and can provide the basis for more coherence and cooperation in all other spheres such as in political, social and economic interactions.

Over the years due to abundant water resources present in the Country, both Winterfell and Casterly Rock signed various water treaties between each other. The Trident is the biggest river of Casterly Rock. The total drainage area of the river basin is 60,400 km² of which 47 percent lies in the Casterly Rock's territory. Pike, Arunat, Bravo, Dudh Trident are the major rivers of the Kinley basin. Trident Project was the first project undertaken by Winterfell. Trident Project Agreement² (ANNEXURE –II) was signed by Governments of Winterfell and Casterly Rock on the 25th April 1954. A barrage was constructed at Bhimanagar (Bharda) near Winterfell border in Casterly Rock. It was expected that after completion Trident project would irrigate an area of 500 sq. miles of Morang delta and generate 900Mw power. A major portion of the project was constructed by 1960. But after that political differences led to delay in the construction. As a goodwill gesture Winterfell agreed to sign a revised agreement on the Trident project on Dec 19, 1966 which made it more advantageous to Casterly Rock.

²ANNEXURE II

Though, the Trident project was envisaged as a multipurpose project, the immediate emphasis was on flood control benefits and to reduce the recurrent flood devastation in the two countries. The barrage over the Trident intended to serve as a gradient control measure for controlling the meandering behaviour of the river, minimise the erosion of soil and deposition of silt. A diversion was constructed to feed the two canals, which took off from either side of the barrage. The canal system were planned to irrigate lands in Winterfell and Casterly Rock. The Eastern Main Canal lies entirely in the Winterfell Territory.

The Trident River breached in Winterfell on the nose of spur 12.90 and 12.10 on the eastern embankment, 12 km north of the barrage near midnight on August 18, 2008. Immediately, five Village Development Committees (VDCs) of Casterly Rock and 14 Districts in Astapor, Winterfell were inundated by severe flooding. About a dozen people were killed in Casterly Rock and 42 in Winterfell. There are several reports that many more are missing. In the initial days, displaced persons were compelled to drink unsafe water which resulted in 20 deaths due to cholera and other water borne illnesses. Many people have suffered eye disorders such as conjunctivitis. Children are suffering from pneumonia. About 60,000 inhabitants in 10,530 families of Casterly Rock district have been evacuated, whereas one million have been in Astapor. Trident is also called Sapta Trident – which includes seven major tributaries and 125 small tributaries in Casterly Rock.

The full loss of lives, cattle and property is not yet known, but billions worth of property has already been spoiled. Most temporary homes along with their domestic animals have been washed away, whereas permanent homes are still inundated. The near complete discharge of the Trident river is now flowing from the eastern collapsed embankment, changing from its earlier course through the barrage. The Trident flood disaster swamped Casterly Rock's bread basket and disconnected the fundamental East-West Highway. The farmers of the Eastern states, who provide rice and vegetables to other parts of the country, have been cut off. The flooding also swept away underground optical fiber, resulting in intermittent telecommunications.

The year 2012 has witnessed yet another disastrous flood in North Astapor. Floods in Astapor have been almost an annual phenomenon. Though the capacity of the river flow was well below the danger line this time around, the situation was in fact aggravated by a breach in the Eastern embankment. Estimates indicate that around thirty lakh people have been displaced and their livelihoods devastated in sixteen districts of north-eastern Astapor. At the same time, around 50,000 people have been affected in High Garden district of Casterly Rock. Political

leaders on either side of the Winterfell-Casterly Rock border have been blaming each other's country for failing to prevent such a massive disaster. Some like Casterly Rock's Prime Minister Tyrion Lannister has even blamed the Trident Agreement signed between Winterfell and Casterly Rock in 1954 for the disaster. Tyrion Lannister referred to the agreement as "a suicidal" and an "unreciprocal" agreement, which has been responsible for floods in Casterly Rock every year.

Lives of billions have been affected in the regular floods that have occurred in the Trident river since the signing of the Trident Agreement. 8 major floods have taken place and huge loss to environment has also taken place, aggrieved people on both sides of the border blame the Project for the death of the crops and loss of life and livelihood which the government has failed to ensure, in both the countries. Constitution of Winterfell and Casterly Rock, both provide for securing life and livelihood of individuals and also the UN has from time to time condemned the loss of lives of people and loss to environment.

After a high-level government team inspection, Casterly Rock concluded that the devastation of the Trident River took place due to the carelessness of the Winterfell Government. Tyrion Lannister, Prime Minister of Casterly Rock, said, "the Trident agreement was a historic blunder." Skywalker, Foreign Minister of Casterly Rock, said, "Winterfell should understand that the strong nexus between the contractor, engineers and state government of Astapor in Winterfell was responsible for the Trident Disaster, regardless of how Winterfell explains it.

Aggrieved by the damage to lives and livelihood, and loss of environmental balance, the Government of Casterly Rock, held high level talks with Government of Winterfell. The government of Casterly Rock highlighted the regular occurrence of floods in the region and made the Government of Winterfell aware of its negligence which caused damages to its citizens. On the other hand, the Government of Winterfell, blamed Casterly Rock for not being able to handle the disasters caused by the flooding of the Trident river. Winterfell, set aside the contentions put forth by Casterly Rock, where it accused Winterfell of the poor maintenance of the dam. Casterly Rock also accused Winterfell of not abiding by the Trident River Agreement, and not respecting the Winterfell-Casterly Rock Friendship Treaty, under which both the countries agreed to inform each other of any serious friction which promotes misunderstanding.

Few months later, Casterly Rock approached the International Court of Justice under Article 36³, for not respecting the Treaty and not abiding by the Agreement between the two countries. Casterly Rock has blamed Winterfell for breach of International obligation, under the International law. Casterly Rock also highlighted the human rights violation and environmental degradation being caused by the poor maintenance of the dam.



³ Article 36, of the ICJ Statute

ANNEXURE – 1

TREATY OF PEACE AND FRIENDSHIP, 1954

**TREATY OF PEACE AND FRIENDSHIP BETWEEN THE GOVERNMENT OF
WINTERFELL AND THE GOVERNMENT OF CASTERLY ROCK**

The Government of Winterfell and the Government of Casterly Rock, recognising the ancient ties which have happily existed between the two countries; Desiring still further to strengthen and develop these ties and to perpetuate peace between the two countries; Have resolved therefore to enter into a Treaty of Peace and Friendship with each other, and have, for this purpose, appointed as their plenipotentiaries the following persons, namely,

1. THE GOVERNMENT OF WINTERFELL AND THE GOVERNMENT OF CASTERLY ROCK who having examined each other's credentials and found them good and in due form have agreed as follows:—

Article 1

There shall be everlasting peace and friendship between the Government of Winterfell and the Government of Casterly Rock. The two Governments agree mutually to acknowledge and respect the complete sovereignty, territorial integrity and independence of each other.

Article 2

The two Governments hereby undertake to inform each other of any serious friction or misunderstanding with any neighbouring State likely to cause any breach in the friendly relations subsisting between the two Governments.

Article 3

In order to establish and maintain the relations referred to in Article 1 the two Governments agree to continue diplomatic relations with each other by means of representatives with such staff as is necessary for the due performance of their functions. The representatives and such of their staff as may be agreed upon shall enjoy such diplomatic privileges and immunities as are customarily granted by international law on a reciprocal basis: Provided that in no case shall these be less than those granted to persons of a similar status of any other State having diplomatic relations with either Government.

Article 4

The two Governments agree to appoint Consuls-General, Consuls, Vice-Consuls and other consular agents, who shall reside in towns, ports and other places in each other's territory as may be agreed to. Consuls-General, Consuls, Vice-Consuls and consular agents shall be provided with exequaturs or other valid authorization of their appointment. Such exequatur or authorization is liable to be withdrawn by the country which issued it, if considered necessary. The reasons for the withdrawal shall be indicated wherever possible. The persons mentioned above shall enjoy on a reciprocal basis all the rights, privileges, exemptions and immunities that are accorded to persons of corresponding status of any other State.

Article 5

The Government of Casterly Rock shall be free to import, from or through the territory of Winterfell, arms, ammunition or warlike material and equipment necessary for the security of Casterly Rock. The procedure for giving effect to this arrangement shall be worked out by the two Governments acting in consultation.

Article 6

Each Government undertakes, in token of the neighbourly friendship between Winterfell and Casterly Rock, to give to the nationals of the other, in its territory, national treatment with regard to participation in industrial and economic development of such territory and to the grant of concessions and contracts relating to such development.

Article 7

The Governments of Winterfell and Casterly Rock agree to grant, on reciprocal basis, to the nationals of one country in the territories of the other the same privileges in the matter of residence, ownership of property, participation in trade and commerce, movement and other privileges of a similar nature.

ANNEXURE – II

Agreement on the Trident Project between Casterly Rock & Winterfell,

THIS Agreement made this between the Government of the Kingdom of Casterly Rock (hereinafter referred to as the 'Government') and the Government of Winterfell (herein after referred to as the 'Federal Republic')

WHEREAS the Federal Republic is desirous of constructing a barrage, head-works and other appurtenant works on the Trident River with afflux and flood banks, canals and protective works, on land lying within the territories of Casterly Rock, for the purpose of flood control, irrigation, generation of hydroelectric power and prevention of erosion of Casterly Rock areas on the right side of the river, upstream of the barrage (hereinafter has referred to as the 'Project');

AND WHEREAS the Government has agree to the construction of the said barrage, head-works and other connected works by and a the cost of the Federal Republic, in consideration of the benefits hereinafter appearing;

1. Now the parties agree as follows:

(i) The Government shall authorise and give necessary facilities to the canal and other officers of the Federal Republic or other persons acting under the general or special orders of such officers to enter upon such lands as necessary with such men, animals, vehicles, equipment, plant, machinery and instruments as necessary and undertake such surveys and investigations required in connection with the said Project before, during and after the construction, as may be found necessary from time to time by the Chief Engineer, Public Works Department (Trident Project) in the Irrigation Branch of the Winterfell state of Astapor Government. These surveys and investigations will comprise aerial and ground surveys, hydraulic, hydrometric, hydrological and geological surveys including construction of drill holes for surface and sub-surface explorations; investigations for communications and for materials of construction; and all other surveys and investigations necessary for the proper design, construction and maintenance of the barrage and all its connected works mentioned under the Project.

(ii) The Government will also authorise and give necessary facilities for investigations of storage or detention dams on the Trident or its tributaries, soil conservation measures such as check dams, afforestation, etc., required for a complete solution of the Trident problem in the future.

2. Authority for Execution of Works and Occupation of Land and other Property.

(i) The Government will authorise the Federal Republic to proceed with the execution of the said Project as and when the Project or a part of the Project receives sanction of the said Federal Republic and notice has been given by the Federal Republic to the Government of its intention to commence work on the Project and shall permit access by the engineer(s) and all other officers, servants and nominees of the Federal Republic with such men, animals, vehicles, plants, machinery, equipment and instruments as may be necessary for the direction and execution of the project to all such lands and places and shall permit the occupation, for such period as may be necessary of all such lands and places as may be required for the proper execution of the Project.

(ii) The Government will permit the Federal Republic to quarry the construction materials required for the Project from the various deposits places in Casterly Rock.

3. Use of water

(i). Without prejudice to the right of Government to withdraw for irrigation or any other purpose in Casterly Rock such supplies of water, as may be required from time to time, the Federal Republic will have the right to regulate all the supplies in the Trident River power at the Barrage site in to generate power at the same site for the purpose of the Project.

(ii) The Government shall be entitled to use up to 50 percent of the hydro-electric power generated at the Barrage site Power House on payment of such tariff rates as may be fixed for the sale of power by the Federal Republic in consultation with the Government.

4. Royalties

(i)The Government will receive royalty in respect of power generated and utilized in the Winter fell in Federal Republic at rates to be settled by agreement hereafter. Provided that on royalty will be paid on the power sold to Casterly Rock.

(ii) The Government shall be entitled to receive payment of royalties from the Federal Republic in respect of stone, gravel and ballast obtained from the Casterly Rock territory and used in the

construction and future maintenance of the barrage and other connected works at rated to be settled by agreement hereafter.

(iii) The Federal Republic shall be at liberty to use and remove clay, sand and soil without let or hindrance from lands acquired by the Government and transferred to the Federal Republic.

(iv) Use the timber from Casterly Rock forests, required for the construction shall be permitted on payment of compensation.

Provided compensation will be payable to the Government for such quantities of timber as may be decided upon by the Government and the Federal Republic to be necessary for use on the spurs or other training works required for the prevention of caving and erosion of the right bank in Casterly Rock.

Provided likewise that no compensation will be payable by the Federal Republic for any timber obtained from the forest lands acquired by the Government and transferred to the Federal Republic.

5. Customs Duties

The Government shall charge no customs duty or duty of any kind during construction and subsequent maintenance, on any articles or materials required for the purpose of the project and the work connected therewith or for the bona fide use of the Federal Republic.

6. Compensation for Land and Property

(i) For assessing the compensation to be awarded by the Federal Republic to the Government in cash, lands required for the execution of the various works and submerged lands, will be divided into the following classes:

1. Cultivated lands
2. Forest lands
3. Village lands and houses and other immovable property standing on them.

7. Communications

(i) The Government agrees that the Federal Republic may construct and maintain roads, tramways, ropeways etc. required for the Project in Casterly Rock and shall provide land for these purposes on payment of compensation.

(ii) Subject to the territorial jurisdiction of the Government the ownership and the control of the metalled roads, tramways, and railway shall vest in the Federal Republic. The roads will be essentially departmental roads of the Irrigation Department of the Federal Republic and any concession in regard to their use by commercial and non-commercial vehicles of Casterly Rock shall not be deemed to confer any right of way.

(iii) The Government agreed to permit, on the same terms as for other users, the use of all roads, waterways and other avenues of transport and communication in Casterly Rock for bonafide purposes of the construction and maintenance of the barrage and other connected works.

(iv) The Government agrees to permit the use of telephone and telegraph in the project area to authorised servants of the Government for business in emergencies provided such use does not in any way interfere with the construction and operation of Projects.

8. Use of River Craft

All navigation rights in the Trident River in Casterly Rock will rest with the Government. The use of water-craft like boat launches and timber rafts within two miles of the Barrage and head works shall not be allowed except by special licence under special permits to be issued by the Executive Engineer, Barrage. Any unauthorised watercraft found within this limit shall be liable to prosecution.

9. Fishing Rights

All the fishing rights in the Trident River in Casterly Rock except within two miles of the Barrage shall vest in the Government of Casterly Rock. No fishing will be permitted within two miles of the Barrage and Headworks.

10. Use of Casterly Rock labour

The Federal Republic shall give preference to Casterly Rock labour, personnel and contractors to the extent available and in its opinion suitable for the construction of the Project but shall be at liberty to import labour of all classes to the extent necessary.

11. Administration of the Project Areas in Casterly Rock

The Federal Republic shall carry out inside the Project areas in the territory of Casterly Rock functions such as the establishment and administration of schools, hospitals, provision of water-supply and electricity, drainage, tramway lines and other civic amenities.

12. The Government shall be responsible for the maintenance of laws and order in the Project areas within the territory of Casterly Rock. The Government and Federal Republic shall, from time to time consider and make suitable arrangements calculated to achieve the above object.



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