

7th

NLIU NATIONAL CORPORATE LAW MOOT

2018

NATIONAL LAW INSTITUTE UNIVERSITY, BHOPAL





MOOT PROPOSITION

1. The country of Mocando is a small island nation in the Indian ocean. The island nation is rich in natural resources and is blessed with conditions appropriate for growing various spices. For one hundred and fifty years, the country was a colony of the UFA and achieved its hard-earned freedom only in 1972. Having suffered at the hands of the colonists, an over-cautious Mocando avoided all forms of foreign trade and had very minimal relations, mostly with former colonies, like India, Pakistan and some South African countries.

2. However, in 2002, the island nation liberalised its economy, trading with various other nations. The liberalisation was through the attempts of their then Prime Minister, General Jose Arcadio Pedro, who commanded the respect of the population which helped him convince the government and the population that Mocando's prosperity will depend on liberalisation of trade.

3. In 2004, on account of the liberalisation, Mocando's Parliament also passed a law, titled as the 'Competition and Fair Practices Act, 2004' ("**Act**") *"to establish a Commission to prevent practices having adverse effect on competition, to promote and sustain competition in markets, to protect the interests of the consumers and to ensure freedom of trade carried on by other participants in the market in Mocando."* Under the Act, the Mocandian Competition Authority ("MCA") was established which was a 5-member authority to enforce the provisions of the Act along with an independent office of the Direct General, MCA ("DG") to cause investigations into a matter. Appeals from the decisions of the MCA would lie to the Competition Appellate Tribunal ("CAT"). Appeals from the CAT would lie to the Supreme Court of Mocando. However, due to some political upheavals in Mocando, which lasted till 2010, the Act was not enforced

until 06 June 2013. The provisions of the Act are identical to the Indian Competition Act, 2002.

4. Since 2002, Mocando, has had flourishing trade relations with India, Australia and various countries of the European Union. Mocando is known as the 'spice bowl' of the world, supplying rare and high-quality spices across Asia, Africa and European Union. The majority of the population of Macondo is into agriculture, managing huge farmlands producing cash crops and spices on which the economy thrives.

5. Given the rich inflow of foreign currency on account of the spice trade, most Mocandions have developed rich and expensive tastes, and especially, liking for luxury cars. Most such cars are imported into Mocando from India.

6. While there are over seven car manufacturers whose cars are sold in Mocando, the most famous and trusted company in Mocando is Tundra Private Limited ("**TPL**"). To ease the import process, TPL also has a subsidiary in Mocando, known as TP Mocando Limited ("**TML**"). TPL was incorporated in India in 1957, and is one of the oldest car manufacturers in India. Initially, starting off with one plant in a small town of Tundra, from where they got their name, Tundra has since grown into a brand to reckon with, globally. TPL now has over seventeen plants across the globe, and is manufacturing various models from Hatch backs to SUVs and even a few renowned luxury vehicles. TML's office, in Mocando, is located on one of the most picturesque parts of the island nation and has state-of-the-art infrastructure. Such is the natural beauty of the area surrounding the office that most senior officials of TPL are known to work out of the TML's office, especially during September to December, every year.

7. While TPL800 is the most famous and highest selling vehicle of TPL in India, the Mocandions have a special affinity for TundraFire - a luxury SUV manufactured by TPL. The TundraFire 1500 series is the latest model that TPL launched in January 2018, which caused a frenzy amongst the Mocandios. The car was overbooked and its delivery waiting period extends upto twelve months.

8. Of course TundraFire is not the only car in the category of luxury SUVs sold in Mocando and there are over ten other luxury SUVs cars by over seven manufacturers being sold in Mocando, which include some very stylish models by CMW, Gudi, Hamborgini and Panther. However, TundraFire (and its various models) commands a decent market share of 32%. The manufacturers have noted that customers of this range

of vehicles are not very price sensitive but make purchases on the basis of the brand perception and the features. The cars in this range, hence, tend to be expensive and investment into innovation and style is visible in every new model launched by a manufacturer.

9. TPL, through TML, much like all the other players in the sector, has a distributor in each major city of Mocando. They enter into Distribution Agreements with these distributors which, inter alia, have the following provisions:

- The distributor undertakes to make “best efforts” to sell the cars only within a predefined area (“**Territory**”);
- TML undertakes not to appoint any other distributor in the said Territory; and
- The distributor cannot sell through any online platform.

10. In addition to this, TPL keeps issuing circulars for the benefit of its distributors. Some of these are a result of the constant innovation undertaken by the R&D unit of Tundra. In April 2013 for instance, TPL issued a circular intimating the distributors, that constant research has revealed that lubricants of a company called ‘Zero’ are best suited for TPL cars and as such, they should be exclusively used. Moreover, lubricants manufactured by FPX and DHL were found to harm the engines of TPL’s cars. The circular also specified that the warranty would expire if the customers use FPX and DHL. TPL asked its distributors to ensure that customers do not use FPX or DHL brand of lubricants. This circular is widely referred to by the distributors as “Lubricant Circular.”

11. TML currently has ten distributors across Mocando, which is more than any of the other car manufacturers. The largest of these distributors is M/s. Daza and Co., owned by Ms. Femina Daza, who is the matriarch of one of the richest Mocandion families. She is a granddaughter of General Pedro, and is known to have some ‘affiliations’ across the government and in various government departments. There are some newspaper reports to suggest that the empire run by Ms. Daza has received many benefits from the Government and their non-compliance with a lot of legal provisions has been ignored. One of the business concerns run by Ms. Daza is a chemical company styled as DHL, which also makes lubricants for cars.

12. M/s. Daza and Co. have been the oldest distributors of TML in Mocando, but after the Lubricant Circular was issued in April 2013, the business equation between the two companies has been strained. Ms. Femina Daza met with the CEO of TPL, Mr. Gaitonde,

in 2013 on an island resort during a two-day retreat of the India Mocando Chambers of Commerce. Apparently, the talks, which were supposed to ease the relationships, only served to make them more strained.

13. In March 2014, a consumer rights group, Consumers United ("CU"), which receives some substantial funding from Ms. Daza, filed an information under Section 19(1)(a) of the Act against TML, alleging that the distribution agreements of TML had various vertical restraints in contravention of Section 3(4) of the Act. Specifically, CU pointed out that the agreement had anti-competitive territorial restraints, resale price maintenance, exclusivity clauses, and anti-competitive restraint on online sales. They also alleged that TML was dominant in the *luxury car segment* and the Lubricant Circular as well as the Distribution Agreement was in contravention of Section 4 of the Act.

14. The MCA, on 23 May 2014, passed a prima facie order under Section 26(1) of the Act, directing the DG to cause an investigation into the conduct of TML. The DG started the investigation in June 2014 and, on 06 July 2014, issued a notice to TML, asking them to provide "*all email communication(s) of Mr. Gaitonde, Mr. Vikram Chandra and Mr. Sartaj Singh.*"

15. TML wrote back to the DG stating that all the named officers were employees of TPL and not TML. It was further pointed out by TML that since the investigation was limited to TML, and specifically to the distribution agreements in Mocando, the entire email communications which may relate to issues beyond the Section 26(1) Order was not necessary. TML requested the DG to clarify the scope of the query and also to identify the names of TML's officials whose 'relevant' emails could be shared. TML also clarified that they would not share any 'legally privileged emails.' The DG office gave no reply, and after around 5 months of silence, on 23 December 2014, conducted a search and seizure operation in the offices of TML and all distributors of TML in Mocando. Since it was December, Mr. Gaitonde, Mr. Vikram Chandra and Mr. Sartaj Singh were all in Mocando and their laptops were also seized.

16. TML and 9 of its distributors (with the exception of M/s. Daza and Co.) immediately approached the High Court of Mocando in a writ petition under Articles 226 and 227 of the Constitution of the Republic of Mocando, 1972, challenging the search and seizure as being beyond the scope of investigation and the 23 May 2014 order passed by the MCA. TML also stated that their legal privilege was being eroded. An interim stay was granted in favour of TML and the distributors who were a party to the writ petition,

restricting the DG from using the information collected pending the outcome of the Writ Petition. TML also requested the Court to grant protection vis-à-vis the material seized from M/s Daza and Co., however, the Court refused to extend the relief *qua* a non-party.

17.The DG, in the meanwhile, continued the investigation on the basis of the material collected from M/s. Daza and Co. during the dawn raid and finalised the DG Report on the basis of the same. Notably, communication was hardly through TML and mostly through TPL. TPL also sent emails to a group ID which had all the distributors in Mocando. Access to M/s. Daza and Co.'s email effectively gave the DG access to all 'relevant' communication. The DG Report was submitted to the MCA on 26 July 2015.

18.The MCA considered the DG Report and heard the parties concerned and reserved its orders. Meanwhile, the High Court, on 02 January 2016, upheld the challenge by TML holding that the search and seizure was like a roving and fishing inquiry, and held it to be illegal to the extent that the material unrelated to the investigation was obtained and the employees of TPL were also subjected to the search and seizure. The High Court directed that 'all materials' obtained from the search should be returned and could not be a part of any final finding against TML. On 04 January 2016, TML filed an application before the MCA stating that in view of the decision of the High Court, the MCA should re-hear the matter as a lot of evidence on which the DG placed reliance cannot be relied upon in light of the High Court's order.

19.On 29 January 2016, the MCA passed a Final Order under Section 27 of the Act, imposing a penalty of 87 million Macondian dollars. The penalty was calculated @ 5% of the turnover of TML. The MCA defined the following relevant markets:

- The upstream market for cars in Mocando;
- The downstream market for distribution of TML cars in Mocando; and
- An aftermarket of sale of repair and maintenance services for cars in Mocando.

20.While the MCA did not find TML to be dominant in the upstream market, it found the following clauses to be in contravention of Section 3(4) of the Act:

- Exclusivity i.e., a clause that the distributors could not take distributorship of any other brand of cars and emails with M/s. Daza and Co., revealed that their request in March 2014 to take by distributorship of Gudi was denied;
- Resale price maintenance by providing the maximum levels of discounts;

- Prohibition on online sales by the Distributors;
- Territorial restraints which restricted not just active but passive sales as well. In fact, email communications revealed that distributorship of one M/s. Pilar Ternera was terminated due to their failure to comply with the territorial restraints.

21. The MCA also found that the market for sale of cars and its aftermarket constituted a 'unified systems market' where each car manufacturer was 100% dominant in the supply of spare parts repairs and diagnostics in its own cars. As such, the Lubricant Circular was found to be in contravention of Section 4 of the Act as well as of Section 3(4) of the Act.

22. In addition, the MCA rejected the application filed by TML on 04 January 2016 stating that all the material the DG has relied upon was received from the search and seizure on M/s. Daza & Co., and as such the High Court's order had no applicability.

23. During the investigation, the DG had also deposed the head of M/s. GG Marquez and Co. (another distributor of TML and a good friend of Ms. Femima Daza), who, in the course of communication, revealed that in 2015, M/s. GG Marquez and Co. had set up a joint-venture ("**JV**") with TML to manufacture CNG kits for vehicles. He, however, did not reveal any further details of the JV. The statement recorded during the deposition was a part of the DG Report. Also, on record was an email by Ms. Femima Daza to Mr. GG Marquez congratulating him on the new JV and wishing him luck, adding that he should be cautious while dealing with the unscrupulous officials of TML. In reply, Mr. Marquez had clarified that he had been careful. He also gave Ms. Femima some details of the JV most of which was public knowledge. He specified that incidentally the JV Agreement was entered into on 24 April 2015, on the day of General Jose's birthday. He clarified to Ms. Femima that M/s. GG Marquez and Co. had given its trademark "GG" to the newly set up joint venture, and TML had agreed to provide some technical assistance and know-how and lease some machinery. The email had been seized during the search and seizure on M/s. Daza and Co.

24. On 31 August 2015, the MCA sent a show cause notice under Section 43A of the Act to TML and M/s. GG Marquez and Co., as to why penalty should not be imposed on them. TML and M/s. GG Marquez submitted separate responses on 15 September 2015 and 20 September 2015, respectively, broadly stating that the JV Agreement was not notifiable as it was exempt under the *de minimis* notification issued by the Ministry of Corporate Affairs of Mocando on 04 March 2011. They also argued that there had been

no transfer of assets to attract Regulation 5(9) of the MCA Combinations Regulations, 2011.

25. After hearing both the parties on 31 October 2015, the MCA imposed a penalty of 5 million Macondian dollars on TML ("**Section 43A Order**"). No penalty was imposed on M/s. GG Marquez & Co.

26. TML filed an appeal with the CAT against the Final Order as well as the Section 43A Order. The parties were heard in the both the matters and the CAT. by its judgment dated 12 May 2018, passed the following decision with respect to the Final Order:

- (1) - The MCA had only relied on evidence obtained by the search and seizure on M/s. Daza and Co and there was no illegality on that account. The CAT also observed that the High Court order was per incuriam as Macondian law does not recognise that fruits of an illegal search cannot be used;
- (2) - The MCA's findings on violation of Section 3(4) of the Act on account of the various restrictions in the Distribution Agreement were well founded;
- (3) - The MCA's findings on Lubricant Circular were misplaced as:
- (4) - The Lubricant Circular was issued before the Act came into force and could not be the subject matter of the investigation;
- (5) - In any event, there were sufficient objective justifications for imposing the restrictions;
- (6) - The CAT also observed that, in any event, the relevant aftermarket was also not correctly defined. As per the CAT, the relevant market would be the "market for sale of lubricants for use in luxury cars in Mocando." There was no AAEC in such a market and no contravention of Section 3(4) of the Act. Moreover, TML had no presence and could not be dominant, implying there was no violation of Section 4 of the Act.

28. The CAT did not interfere with the penalty amount.

29. Separately, on 20 May 2018, the CAT upheld the order of the MCA, however, set aside the penalty on TML imposed by the Section 43A Order stating the following:

30. The transfer of 'trademark' is a transfer of an asset, and hence, assets and turnover of transferee would be attributed to the transferor;

- (1) - Providing technical assistance and know-how was also in the nature of transfer of assets;

(2) - The *de minimis* notification was not applicable and the transaction was notifiable.

(3) - The CAT also noted with some surprise that penalty had selectively been imposed on TML and not on M/s. GG Marquez and Co. and chastised the MCA for this. The CAT, however, said that the parties may have been under the impression that there was no transfer of assets and given the absence of guidelines no penalty should have been imposed.

31. TML has approached the Supreme Court of Mocando under Section 53T of the Act against the findings against it in the 12 May decision of the CAT. The MCA also filed an appeal against the findings of the CAT on the issue of Lubricant Circular. The MCA also filed an appeal against the 20 May decision of the CAT. Since the parties are the same and some preliminary issues overlap, the Supreme Court has tagged the matters for hearing. There is no challenge to the jurisdiction or to the tagging of the matters.

32. The Constitution of the Republic of Mocando is identical to the Constitution of India, 1950. The provisions of the Act are identical to the Indian Competition Act, 2002 and Mocando has the same rules, regulations and notifications as issued under the Indian Competition Act, 2002. Specifically, the MCA (Combinations Regulation), 2011 is identical to the Competition Commission of India (Procedure in regard to the transaction of business relating to Combinations), Regulations, 2011 and the notification dated 04 March 2011 is identical to the S.O.(E) 482(E), dated 04 March 2011 issued by the Ministry of Corporate Affairs and all amendments thereto.

33. The position of law as existing on 15 September 2018 will be applicable, and no subsequent amendments will be applicable.

NOTE: The Moot Proposition has been drafted by Ms. Deeksha Manchanda, NLIU Graduate of 2011; currently a Associate Manager at Economic Laws Practice; Mr. Ravisekhar Nair, NLIU Batch of 2005; currently a Partner at Economic Laws Practice also provided critical inputs to the drafting of the Proposition.

Teams are forbidden from contacting and/or attempting to contact them for any purpose relating to the Moot. Teams found in violation of this shall be immediately disqualified, and the participating institution may be blacklisted from participating in the Moot.



RULES

General

The 7th NLIU National Corporate Law Moot, 2018 ["Competition"] shall be held from 7th to 9th December, 2018 at the National Law Institute University, Bhopal.

1. Students enrolled in an undergraduate law course or its equivalent, conducted by any recognized college/university/institution are eligible to participate in the Competition.

2. Any college/university/institution, whose students fulfil the eligibility criteria or for exceptional circumstances have been deemed by the organizers to be eligible for this Competition, shall be entitled to send only **one** team to the Competition, subject to the completion of registration formalities as detailed in the 'Invite' to the Competition.
3. Each team may comprise a minimum of two (2) and not more than three (3) members. The team composition may be of two (2) speakers only or of two (2) speakers and one (1) researcher. Once the team composition is communicated to the organisers, no change in team composition shall be permitted, unless the organizers have approved such change.
4. Each team shall prepare one memorandum for each side, that is, the Petitioner(s)/ Appellant(s) and the Respondent(s). The soft copy of the memoranda must be emailed to *nnclm@nliu.ac.in*, on or before 20th November, 2018 (at or before 23:59 hours IST).

Competition Formats

1. There will be two (2) Preliminary Rounds to ensure that each team is given the opportunity to argue from both sides of the Proposition. The fixtures for the Preliminary Rounds shall be determined by draw of lots.
2. For the Preliminary Rounds, the winner of each such round shall be determined on the basis of round points. Each round shall be decided through the allocation of a total of 9 round points, with 6 points being awarded on the basis of the oral scores of the teams and 3 points being awarded on the basis of the memoranda scores of the teams. If the difference between the memoranda scores of the two teams is more than 5% of the higher score then the team with the higher memoranda scores will be awarded 3 points. If the difference is less than 5% of such higher score, then 2 points will be awarded to the team with the higher score and 1 point will be awarded to the other team. In case of a tie, the Teams will be awarded 1.5 points each.
3. A panel of 2 panellists will judge each round in the Preliminary Rounds. For each panellist, if the cumulative oral score of one team exceeds the cumulative oral score of the other team by 5% of the higher cumulative oral score, then the team with the higher cumulative oral score will be awarded 3 points. If such difference is less than 5%, then the team with the higher score will be awarded 2 points and the other team will be awarded 1 point. In case of a tie, the teams will be awarded 1.5 points each for that

Panelist. Hence, a total of 3 points per panelist will be allocated for the oral pleading sessions.

Example: In a round between Team A and Team B, panellist 1 gives a cumulative oral score of 160 marks to Team A and 155 marks to Team B. The difference is 5 marks. Since this difference is less than 5% of 160 (which is 8), for panellist 1, Team A will be awarded 2 points and Team B will be awarded 1 point. In the same round, panellist 2 gives a cumulative oral score of 160 marks to Team A and 150 marks to Team B. Here, the difference of 10 marks is more than 5% of 160 (which is 8) and hence, Team A will be awarded 3 points and Team B will not be awarded any points. If the Memorials score of Team A is 75 and the Memorials score of Team B is 80, the difference is of 5 marks which is more than 5% of 80 (which is 4) and hence, Team B will be awarded 3 points and Team A will not be awarded any points. The total round points for that round are therefore:

Team A: 2 (panellist 1) + 3 (panellist 2) + 0 (Memorials) = 5 points.

Team B: 1 (panellist 1) + 0 (panellist 2) + 3 (Memorials) = 4 points.

4. The eight (8) teams that proceed to the Quarter Final Rounds, as determined by the last-mentioned rule with the highest round points, shall each argue only once for the side allotted by a draw of lots. The fixtures for the Quarter Final Rounds shall be power match-ups.
5. For the Quarter Final Rounds, each team shall argue once for the side allotted by a draw of lots.
6. Four (4) teams shall qualify for the Semi Final Rounds on a knock out basis, i.e., the winner of each Quarter Final Round shall qualify to the Semi Final Rounds. The knockouts will be decided on a round point basis wherein one (1) point shall be awarded by each judge to the team that won the round according to that judge. The team with more points shall proceed to the next round. In case of a tie, the team with higher aggregate speaker scores will be declared the winner for that round. If the aggregate speaker scores of the teams are the same, then the team with higher gross memorandum score i.e., the score of the memorandum without deducting penalties shall be ranked higher.
7. The four (4) teams that proceed to the Semi Final Rounds, as determined by the Rules above, shall each argue only once for the side allotted by a draw of lots. The fixtures for the Semi Final Rounds shall be as follows:

Winner of Quarter Final Round I v. Winner of Quarter Final Round IV
Winner of Quarter Final Round II v. Winner of Quarter Final Round III

8. Two (2) teams shall qualify for the Final Round on a knock out basis, i.e., the winner of each Semi Final Rounds shall qualify to the Final Round. The knockouts will be decided on a round point basis wherein one (1) point shall be awarded by each judge to the team that won the round according to that judge. The bench-strength for this round shall be an odd number but not one (1).
9. The two (2) teams that proceed to the Final Round, as determined by the rules above, shall each argue only once for the side allotted by a draw of lots.
10. The team which wins the Final Round shall be declared as the 'Winning Team'. The other team shall be declared as the 'Runners-Up Team'.

Memorandum

11. Each memorandum shall necessarily consist of the following and only the following sections:
 - a) Cover Page
 - b) Table of Contents
 - c) List of Abbreviations
 - d) Index of Authorities
 - e) Statement of Jurisdiction
 - f) Statement of Facts
 - g) Issues for Consideration
 - h) Summary of Arguments
 - i) Written Submissions
 - j) Prayer
12. Each memorandum shall have the following and only the following on its cover page:
 - a) The team code on the top right-hand corner of the cover page.
 - b) The name and place of the forum.
 - c) The relevant legal provision under which filed.
 - d) Name of parties and their status.
 - e) Memorandum Filed on Behalf of Appellant/Claimant/Respondent.

13. A team code shall be assigned to each of the participating teams at the culmination of Registration formalities. Names of the participants or of the institution being represented must not be mentioned anywhere in the memorandum. Any other mark, character or text that reveals the identity of the team members or of the institution being represented would also be considered a violation of this Rule. Violation of this Rule shall attract severe penalty at the sole discretion of the Competition Administrator.

14. The hard copies of the memoranda must bear a cover page in conformity with the following scheme - Petitioner(s)/Appellant(s): Blue; Respondent(s): Red

15. The electronic copy of each memorandum must reach the following e-mail address: **nnclm@nliu.ac.in** latest by 20th November, 2018 (at or before 23:59 hours IST) with the subject of the e-mail being 'Memoranda for <Team Code> - XYZ'.

16. The memoranda must only be in '.doc' or '.docx' format. The file names of the soft copy of the memoranda must contain only the team code and the side being represented in the following format: 01-A or 01-R, where 'A' and 'R' represent the teams set out in the Proposition.

17. Five (5) hard copies of the memorandum for each side of the Proposition must be submitted to the organisers by 25th November at the following address:

Dr. Sanjay Yadav
Moot Court Association
National Law Institute University, Bhopal
Kerwa Dam Road, Bhopal (M.P.) - 462 044

Formatting Specifications:

18. The Memorials should be typed on documents compatible with Microsoft Word 2003 (or higher) only.

19. The page size should be A4; Font shall be 'Times New Roman' throughout the document with font size 12 (including headings), 1.5 lines spacing & 1 Inch margin on each side.

20. Footnotes shall be in 'Times New Roman' with Font Size 10 and 1.0 spacing.

21.The Participants may use uniform page borders.

22.The Memorials shall use The Bluebook: A Uniform System of Citation (19th Edition), for formatting of all cited authorities.

23.The Memorial should be spiral bound only. Any other form of binding will attract negative marking. No amendment of the Memorials will be permitted after submission.

24.Word limits for various parts of the memorandum are as follows:

- Statement of Facts: 1000 words
- Summary of Arguments: 1000 words
- Written Submissions and Prayer: 10000 words (inclusive of footnotes)

Note that, the organisers of the Competition reserve the right to not evaluate arguments that go beyond the prescribed word limit.

25.Any substantial similarity, in part or in whole, between a memorandum of a team and any other literary work shall amount to plagiarism and that team shall be disqualified.

26.In case the soft copy of the memoranda is submitted more than once, the soft copy sent last shall be considered for all purposes of the Competition.

27.No amendments can be made to the memoranda after submission. Any distinction or difference between the soft and hard copies of the memoranda would attract a penalty, as determined by the Competition Administrator. The organisers reserve the right to determine which of such differing memoranda would be considered for evaluation purposes.

Memorandum Evaluation Criteria:

Memoranda shall be evaluated on the following criteria:

Criterion	Marks
Application and Appreciation of Facts	20 Marks
Identification of Issues	10 Marks
Structuring and Presentation of Issues	10 Marks
Application of Legal Principles, Authorities and Precedents	20 Marks
Ingenuity and Logical Reasoning	20 Marks
Lucidity and Writing Skills	10 Marks
Proper Footnoting and Formatting	10 Marks

Penalties shall be deducted after each such memorandum has been evaluated.

Penalty Criteria:

Description	Penalty
Failure to include all sections of the Memorandum or the inclusion of an un-enumerated section.	Two (2) marks for each such section.
Failure to include necessary information on the cover page of the Memorandum, or the use of a colour on the cover page contrary to the scheme provided.	Two (2) marks for each such information and each violation of the colour-code for the cover page
Delay in submission of memoranda	Three (3) marks on the first day of delay, with five (5) marks per day for every day thereafter, subject to a maximum cumulative penalty of eighteen (18) marks.
Use of incorrect font, font size or line spacing.	One (1) mark per violation, subject to a maximum cumulative penalty of ten (10) marks.
Substantive legal arguments (explanatory footnotes) outside of the approved sections of the Memorandum.	One (1) mark, subject to a maximum cumulative penalty of six (6) marks. Further, such arguments will not be evaluated.
Incorrect Margins.	One (1) mark, being a one-time penalty only.
Excessive length of any section of the Memorandum.	Five (5) marks for every 1000 words exceeded.
Improperly prepared Index of Authorities.	Two (2) marks, being a one-time penalty only.

Oral Submissions

28. The language of the Court shall be English only.

29. The time limit for the oral submissions shall be thirty (30) minutes for each team. This shall include the submissions of both the speakers from the team and the time reserved for rebuttal/sur-rebuttal. The team cannot allocate less than twelve (12) minutes to either speaker.

30. Only one speaker from each team shall be permitted to rebut/sur-rebut, as the case may be, subject to a time limit of two (2) minutes. The sur-rebuttal shall be limited to the rebuttals made by the team. If the Appellant/Petitioner waives rebuttal, Respondent's sur-rebuttal is automatically waived as well.

31. The time split between the speakers must be communicated to the bailiff prior to the commencement of each round.

32. There shall be no communication, oral, written or in any other manner whatsoever, between team members seated on the table and the speaker making oral submissions.

33. Teams shall not be permitted to use any electronic devices while their rounds are in session.

34. The teams shall not disclose, in any manner whatsoever, for the entire duration of the rounds, either their own individual identities or the identity of the institution that they represent.

35. Teams can pass on compendium of the sources they cite in their memoranda if so requested by the judges.

36. In every round of the Competition, teams arguing for Petitioner/Claimant/Complainant/Applicant will argue their case first.

Evaluation of Oral Submissions:

The evaluation would be done on the following criteria:

Criterion	Marks
Structure, Articulation & Clarity	20 Marks
Application of Legal Principles and Use of Authorities	20 Marks
Knowledge and Marshalling of Facts	20 Marks
Persuasiveness, Ingenuity & Response to Questions	20 Marks
Court Etiquette, Presentation Style and Time Management	20 Marks

Scouting

37. No member of any team will be permitted to hear the arguments in any court room in which that team is not one of the contesting teams whilst that team is still in the Competition. The organisers may take appropriate action, including disqualification from the Competition, against any team found to be scouting through a team member or through any other means.

Exchange of Memorandums

38. There shall be an exchange of memoranda between the respective opposing teams, in accordance with the fixtures as determined by a draw of lots, prior to all the rounds of the Competition.

39.The teams are prohibited from making any marks on the exchanged memoranda.

40.The teams are prohibited from making any copies of the exchanged memoranda.

41.At the conclusion of their respective rounds, the teams are required to return the exchanged memoranda to the bailiffs of the Court where the round is so conducted.

Awards

☀️Winning Team: INR 40,000

☀️Runners Up: INR 25,000

☀️Best Speaker: INR 10,000

☀️Best Memorial: INR 10,000

The Prize money is being sponsored by the Competition Commission of India.

Power of the Organising Committee

42.The Organising Committee has the power and sole discretion to:

- Enforce all the Competition rules;
- Provide a definitive & final interpretation of the Competition rules;
- Resolve any dispute that may arise during the Competition;
- Change or supplement the Competition Rules, if necessary. Changes or supplements will be duly communicated to all participating teams; and
- Take appropriate action for any unethical, unprofessional and immoral conduct by any participant/ participating teams.
- The decision of the NLIU Moot Court Association shall be final in all matters concerning the Competition.

Timeline

Event	Deadline
Release of Moot Proposition, Rules and Commencement of Provisional Registration	September 14, 2018
Deadline for Provisional Registration	October 10, 2018
Final Registration (Online Form)	October 20, 2018
Request for Clarifications to Moot Proposition	October 25, 2018
Submission of Memorials (soft-copy)	November 20, 2018
Submission of Memorials (hard-copy)	November 25, 2018
Desk Registration	December 7, 2018
Oral Rounds	December 8-9, 2018
Valedictory Ceremony	December 9, 2018

All communications (including clarifications) must be made to nnclm@nliu.ac.in

Important

- Teams must make the payment of the registration fee (INR 4,000) and must complete the Authorisation Form (sealed and signed) and attach the same along with the proof of payment of fee with the Online Registration Form the link of which will be sent to the designated MCA/MCS/MCC.
- The Authorisation Form will be accessible from the Online Registration Form.



Contact Us:

Moot Court Association
National Law Institute University, Bhopal

Email: nnclm@nliu.ac.in

Facebook: @NNCLM

Instagram: @nliu.mca

NOTE: All communications, concerning the Moot, must be addressed to the above-mentioned email only.

