



JAGRAN LAKECITY  
UNIVERSITY

*igniting minds; changing lives*

FACULTY OF LAW



# III AUAP-JLU INTERNATIONAL MOOT COURT COMPETITION, 2024 ————— 23<sup>rd</sup> - 25<sup>th</sup> February

**Organized by:**

Faculty of Law, Jagran Lakecity University, Bhopal (M.P.)

“The only difference between ordinary and extraordinary is that little extra.”

----- Jimmy Johnson

## III AUAP-JLU International Moot Court Competition, 2024 1

To,  
The Vice Chancellor/ Dean/ Registrar/ Head of the Department

Dear Sir/ Madam,

Greetings!

With an air of profound anticipation and utmost delight, the Moot Court Committee (MCC) at the Faculty of Law, Jagran Lakecity University, Bhopal, Madhya Pradesh, extends a gracious and formal invitation to your esteemed Institution. It is our distinct pleasure to cordially invite you to be an integral part of the III AUAP-JLU International Moot Court Competition, scheduled to be held from 23-25 February 2024.

The motto of our university is “Igniting Minds; Changing Lives”. In furtherance of this motto, Faculty of Law at Jagran Lakecity University organises numerous activities to make our students industry ready. Our deep-seated aspiration revolves around creating an environment that not only encourages but passionately nurtures the highest levels of intellectual rigor.

Mooting is quintessential when it comes to law school and Moot Court Competitions help in improving the overall skill set of law students by enhancing their research, advocacy, and analytical skills. Through this Competition, we aim to provide a unique platform where participants can refine their courtroom skills and legal acumen through immersive, simulated experiences that will challenge and inspire.

We ardently hope that your esteemed Institution will graciously bestow upon us the privilege of its presence and, through active participation, enhance the essence of this event with their invaluable contributions. This, in turn, shall serve to elevate and dignify the realization of its noble objectives.

We eagerly await a positive response from your end.

Best Regards,  
Prof. (Dr.) Sachin Rastogi  
Associate Dean,  
Faculty of Law, Jagran Lakecity University, Bhopal (M.P.)



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### About Jagran Lakecity University

At Jagran Lakecity University, we are committed to provide our students a holistic environment that promotes self-awareness and competency. Founded on life-enriching values, we are a completely government recognized and approved state private university under section 2(f) of UGC Act 1956, Government of India. Recognized as Global League Institute in 2015 & 2016 by the Great Place to Study Research Institute and ranked AAA+ by Career 360 in 2023, the university has become a vital part of Central India in a short span of 10 years. JLU is a practice-based University, which carries forward the legacy of Jagran Social Welfare Society in being a pioneer in provision of quality education. The courses on offer through various Schools embody the University's longstanding commitment to leadership and innovation in higher education. The curriculum for individual course is designed through a perfect blend of inputs from renowned academicians and industry leaders who are a part of our academic advisory board. The academics at JLU are of the highest global calibre and are committed to excellence in teaching and learning.



## About Faculty of Law

The Faculty of Law was established in the year 2014 as part of Jagran Lakecity University (JLU), Bhopal, a private university established under Section 2(f) of UGC Act, 1956. Faculty of Law, Jagran Lakecity University is one of the most premium global law schools in Central India. With a focus on domain-specific research by faculty and students and hands-on training through moot court and internship, we ensure that our students are ready to make their mark in the legal fraternity from day one. Equipped with an extremely resourceful library with around 14500 books, reputed national and international law journals, and digests, AIR (1924-till date) in hard-bound, digital legal, and other databases such as SCC Online, LexisNexis, AIR Infotech, EBSCO. By harnessing a multitude of research centres and benefiting from the expertise of our dedicated faculty and administrators, JLU Faculty of Law aspires to forge pathways leading to a legal education that is not only more inclusive and progressive but also characterized by innovation and opportunity. It stands as a beacon of legal education, providing aspiring lawyers and legal scholars with the foundational tools, critical thinking skills, and ethical principles necessary to navigate the complex and ever-evolving world of jurisprudence.

### The Faculty of Law offers the following programmes:

- B.A., LL.B. (Hons.), Five-year Course
- B.B.A., LL.B. (Hons.), Five-year Course
- LL.B., Three-year Course
- LL.M., (One-year Course) with specialisations in Corporate and Intellectual Property Law; Cyber Law and Cyber Security; Criminal Law and Criminal Justice.
- Ph.D. in Law

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### About the Moot Court Committee

Since the establishment of the Faculty of Law at Jagran Lakecity University, the Moot Court Committee has assumed a pivotal role. This committee, orchestrated by students and under the mentorship of esteemed faculty members, is deeply committed to nurturing and propagating a rich culture of mooting within the academic landscape of the university. Its principal objective is to oversee and facilitate mooting activities and related endeavours within the institution, always striving for fairness and impartiality. The Moot Court Committee is resolutely dedicated to the promotion of practical learning and the holistic development of burgeoning legal scholars.

In a relatively brief span of seven years, the Moot Court Committee at the Faculty of Law, Jagran Lakecity University, Bhopal, has notably organized seven editions of the University's flagship Moot Court Competition. These competitions have witnessed the presence of esteemed judges, renowned legal practitioners, and eminent scholars in the field of law. The inaugural National Moot Court Competition organized by the Moot Court Committee commenced with great grandeur, graced by the esteemed presence of Mr. Ram Jethmalani, former Law Minister and Senior Advocate of the Supreme Court of India, who inaugurated the event. These legal luminaries have not only graced the events but have also actively contributed by judging rounds, delivering keynote addresses, and providing invaluable insights to the participating students.

This impressive track record underscores the commitment and dedication of the Moot Court Committee in elevating the academic and practical standards of legal education at Jagran Lakecity University, while also providing students with unparalleled opportunities for learning and interaction with some of the most distinguished figures in the legal profession.

The Moot Court Committee at the Faculty of Law has with great vigour, successfully organised seven editions of JLU Moot Court Competitions of National & International repute, including three consecutive editions of SAARCLAW-JLU Moot Court Competition(s), hosting International teams from countries like Bangladesh, Nepal to teams from leading NLU's and top notch Private Universities across the nation:



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- II AUAP-JLU International Moot Court Competition – April, 2023, theme based on Competition and Contracts Law.
- I AUAP-JLU International Moot Court Competition – August, 2022, theme based on International Commercial Arbitration.
- III SAARCLAW-JLU Moot Court Competition – February, 2021, theme based on International Arbitration and Maritime Law.
- II SAARCLAW-JLU Moot Court Competition – February, 2020, based on the ‘pink’ theme in order to promote female representation in bar and bench.
- I SAARCLAW-JLU Moot Court Competition – February, 2019, theme based on International Human Rights and Constitutional Law.
- II JLU National Moot Court Competition – February, 2018, theme based on Commercial Taxation Laws and the Constitution.
- I JLU National Moot Court Competition – February, 2017, theme based on a blend of Entertainment Laws & the Constitution.

### About the Association of the Universities of Asia and the Pacific

This edition of the JLU Moot Court Competition, alike the previous ones, is in collaboration with the Association of the Universities of Asia and the Pacific.

AUAP’s primary purpose is to be the main platform for interaction and collaboration between members, and to be an effective voice of universities in Asia and the Pacific region. The leaders of AUAP have adopted a unified vision for the organization and that is the promotion of the general welfare and good image of their members. Through the cooperation of all these leaders, AUAP has the capability to shape and influence the outlook of higher education regionally and globally. The heads of these higher education institutions enjoy a global network of supportive colleagues and this enables AUAP to secure support for member institutions’ interest and concerns.

Being one of the fastest growing & most awarded universities of Central India, Jagran Lakecity University is the only participating university from Central India ERASMUS+ programme under the Tuning India project.



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### Moot Proposition

Kindly refer to the attached Annexure “Moot Proposition – III AUAP-JLU IMCC, 2024”

### Rules and Guidelines

#### • STRUCTURE OF THE COMPETITION

The Competition is structured in the following format:

- Preliminary Rounds
- Quarter Final Rounds
- Semi Final Rounds
- Final Round

#### • LANGUAGE

The language of the Competition shall be English.

#### • DEFINITIONS

- 3.1. “Organizing Committee” means the Moot Court Committee of the Jagran Lakecity University, Bhopal (M.P.), members thereof, or any person/persons appointed for the administration and conduct of the Competition, by the said Moot Court Committee.
- 3.2. “Advanced Round” means the Final Round, Semi-Final Rounds, and Quarter-Final Rounds of the Competition.
- 3.3. “Bench Memorial” means the Memorial of law, issues and authorities concerning the competition problem prepared by the Authors/Administrator.
- 3.4. “Clarifications” refer to any clarification(s) issued by the Organizing Committee, pursuant to Rule 8.
- 3.5. “Competition” means the III AUAP-JLU International Moot Court Competition, 2024.
- 3.6. “IST” means Indian Standard Time.
- 3.7. “Memorial” means the written arguments submitted by each team, submitted according to these Rules.
- 3.8. “Oral Round” means a team’s pleadings, comprising two speakers, submitted orally in front of the judges, on behalf of one of the parties against another team representing the opposing party.
- 3.9. “Participant” refers to any member of an institution participating in the competition.
- 3.10. “Penalty” refers to the deductions imposed on the Memorial scores of a participating institution, as provided for under Rule 9.12.
- 3.11. “Petitioner” means the side that argues on behalf of the Claimant/Petitioner/Plaintiff/ Appellant or any other similar capacity at any given point in the competition.
- 3.12. “Plagiarism”, if there is found to be an instance of plagiarism prevalent in a certain Memorial, the participating institution alleged to have committed plagiarism will be asked to show cause by the Organizing Committee. If found guilty of plagiarism, the Organizing Committee may impose any sanction that it may deem fit, including disqualification from the Moot.
- 3.13. “Preliminary Rounds” means the oral rounds which take place before the advanced rounds, and for the purpose of determining which teams qualify for the advanced rounds.

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- 3.14. “Problem” means the official Moot Proposition released by the Organizing Committee. Clarifications as defined under Rule 3.4. shall form part of the problem.
- 3.15. “Rebuttals” refer to the arguments presented by the Petitioner in response to the Respondent’s submissions at the end of the main pleadings of all the speakers.
- 3.16. “Respondent” means the side that argues on behalf of the Respondent/Defendant or any other similar capacity, at any given point in the competition.
- 3.17. “Scouting” means a person observing the Oral Rounds of a team other than the team such person is associated with.
- 3.18. “Speaker” refers to a participant who presents oral arguments in any given round.
- 3.19. “Sur-rebuttal” refers to the defence presented by the Respondent to the rebuttals.
- 3.20. “Team Code” refers to the code allocated to a participating institution by the administrator after completion of the registration process.

### • INTERPRETATION

The Committee will have exclusive authority to interpret the Rules in the interest of fairness and equality. The interpretation placed upon these Rules by the Organizing Committee shall be conclusive and the decision of the Organizing Committee regarding the application of these Rules shall be final.

### • ELIGIBILITY

5.1. The Competition is open to all students, enrolled bonafide on a regular basis in an Undergraduate/Postgraduate law course or its equivalent conducted by any recognized institution.

5.1.1 A recognized institution shall be entitled to send only one team to the competition, whether from the Undergraduate or Postgraduate law course, or a mixed team.

### • TEAM COMPOSITION

6.1. The team composition, for the competition, shall comprise either two members (being designated as Speakers) OR three members (two of them shall be designated as Speakers and one as a Researcher). The Researcher may be permitted to argue as a Speaker in case of illness or any unforeseen event, but the permission of the Moot Court Committee in such case shall be mandatory.

6.2. Once registered, a team will not be permitted to vary the composition of the team in any manner. Changes, if any, may only be made with the express permission of the Moot Court Committee, if due reason is shown for the same.

6.3. Any changes with respect to the contact details shall be notified to the Organizing Committee with immediate effect. This obligation to inform shall continue throughout the course of the Competition.

### • REGISTRATION PROCEDURE

#### 7.1. GENERAL

7.1.1. Each team shall provisionally register for the competition by filling the following form:

**PROVISIONAL REGISTRATION FORM:** <https://forms.gle/gXA4XcXkZLAHYhsF6>

7.1.2. 30 teams will be allowed to participate in the Competition on a first-come-first-served basis.



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7.1.3. Selected teams will be sent a confirmation mail regarding their participation, post which they must make the payment of the registration fees through the link given below, confirming their participation latest by January 15, 2024.

**PAYMENT LINK:** <https://pay.jodo.in/pages/3jJgbsd687gQgjH4>

7.1.4. Teams are required to fill the Final Registration Form along with the Travel & Accommodation Form to complete the registration process.

**FINAL REGISTRATION FORM:** <https://forms.gle/rhG8vLkZDNQb5KDRA>

**TRAVEL & ACCOMMODATION FORM:** <https://forms.gle/VPXgRBgUcLMS4Czb6>

7.1.5. While filling the registration form, the teams must choose a primary contact person from the team. All communications concerning the Competition will be sent by e-mail to the nominated contact person. It would be the responsibility of this individual to convey all relevant information and distribute all relevant material to the team.

### 7.2. REGISTRATION FEE

7.2.1. The registration fee for teams is INR 6,500 or USD 78 (inclusive of accommodation). The registration fee is non-refundable and must be paid by all teams.

### 7.3. PAYMENT OF REGISTRATION FEE

7.3.1. Upon receiving the intimation of selection, the registration fee as mentioned in clause 7.2. shall be made by the teams latest by January 15, 2024. The payment shall be made in favour of 'Jagran Lakecity University, Bhopal' payable at Bhopal.

7.3.2. A Confirmation mail of Final registration shall be sent to the teams.

7.3.3. Once a team is registered after filling in the registration form, a Team Code shall be assigned to it by the Organizing Committee. This team code will serve as their unique identifier throughout the competition. Any team that fails to send the details of the payment of fees shall not be allocated a team code.

7.3.4. The Moot Court Committee reserves the absolute discretion to refuse or cancel the registration of any team.

### • CLARIFICATIONS ON THE PROPOSITION

8.1. All requests for clarifications to the problem must be filled in through the following form, latest by January 21, 2024 (11:59 P.M. IST): **CLARIFICATION FORM:** <https://forms.gle/qUbGFmkiZ8Q63wA9>

8.2. The request for clarifications should be clear and related to the facts of the case and not related to the substantive arguments.

8.3. All clarifications issued shall be sent through mail to the teams by January 28, 2024.

8.4. The clarifications as and when issued become a part of the Moot problem.

### • ANONYMITY OF TEAMS

9.1. Teams must not reveal the name of their institution, or names of the participants anywhere in the Memorials or in the course of the oral arguments. Teams must also not make use of or display in any manner whatsoever any logo, pins, badges etc. in the Memorials or during the oral arguments.

9.2. A team must be identified only by the team code that will be allotted to it after registration as per Rule 7.3.3.

9.3. Violation of Rule 9.1. at any point shall lead to disqualification as determined by the Organizing Committee.

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### MEMORIALS

#### 10.1. GENERAL

10.1.1. All memorials submitted for the purpose of the Competition shall strictly adhere to the rules of the competition. Each Team participating in the Competition must prepare one Written submission on behalf of Petitioner(s) and one on behalf of the Respondent(s).

10.1.2. All memorials must be in English.

#### 10.2. SUBMISSION OF MEMORIALS

10.2.1. The Memorials must be named in the following format: “Team Code XY – Petitioner/Respondent”, for example, “TC 01 – Petitioner”.

10.2.2. All the teams must submit their soft copy of the memorial for both sides (Petitioner and Respondent) on or before 11:59 PM IST, February 13, 2024.

10.2.3. The memorials should be sent in file type PDF and must be submitted solely through a Google Form link, which shall be shared via email upon the completion of registration requirements.

10.2.4. Softcopy of memorials once submitted cannot be revised or be submitted.

10.2.5. Teams submitting soft copies of memorials any time after February 16, 2024 will be subject to immediate disqualification.

10.2.6. Memorials submitted beyond the deadline shall incur a liability of 3 points for the first day of delay, and 2 points per twelve hours of delay thereafter. No extensions will be granted with respect to this deadline.

10.2.7. Further, each team has to submit 6 hard copies of their written submissions from each side, totalling to a total of 12 copies, by February 19, 2024 to the following address. Non-compliance will entail a penalty of 1 point per copy not submitted. The hard copy of memorial must be exact replica of the soft copy submitted with the Organizers. Any difference in the same will result in disqualification from the Competition.

**ADDRESS: Prof. (Dr.) Sachin Rastogi, Associate Dean, Faculty of Law, Jagran Lakecity University, Student Enrichment Hub, Near Kaliasoth Barrage, Chandanpura, Bhopal – 462007**

#### 10.3. FORMAT OF THE MEMORIAL

##### 10.3.1. MEMORIAL STRUCTURE

Each Memorial must contain all of, and only, the following components:

- A. Cover Page;
- B. Table of Contents;
- C. Table of Abbreviations;
- D. Index of Authorities;
- E. Statement of Jurisdiction;
- F. Statement of Facts;
- G. Issues Raised;
- H. Summary of Arguments;
- I. Arguments Advanced;
- J. Prayer.



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### 10.3.2. FONT & SPACING

- A. Team Code: The team code must be ascribed on the top right corner of the cover page.
- B. Content Specifications: The following content specifications must be strictly adhered to:
  - I. Font and Size (General) - Times New Roman, 12 pts
  - II. Line Spacing (General) - 1.5
  - III. Font and Size (Footnotes) - Times New Roman, 10 pts
  - IV. Line Spacing (Footnotes) - Single line
  - V. Page Margins - 1 inch on all sides
  - VI. The citation should be in compliance with the 20th Edition of Bluebook.

### 10.3.3. COVER PAGE

The Cover Page of each memorial must contain only the following information:

- A. The team code shall be displayed on the upper right-hand corner of the first page. For example, Team 02 would put the code "TC-02" in the upper right-hand corner of its Memorials;
- B. The name and year of the Competition;
- C. The name of the forum before which the proceedings are being conducted;
- D. The name of the case;
- E. The title of the Memorial (either "Memorial for Petitioner" or "Memorial for Respondent");
- F. Blue Coloured Cover Page for Petitioner & Red for Respondent.

### 10.3.4. TABLE OF ABBREVIATIONS

All abbreviations used in the Memorial must be included in the Table of Abbreviations. This will include commonly used abbreviations, acronyms and marks such as "%", "&", UK, etc. The Table of Abbreviations must be in alphabetical order.

### 10.3.5. INDEX OF AUTHORITIES

The Index of Authorities must list all the authorities cited in the Memorial. The Index must indicate the page number(s) of the memorial in which the authority is cited. The Index of Authorities must be in alphabetical order.

### 10.3.6. STATEMENT OF FACTS

The Statement of Facts must contain a concise statement of the relevant facts of the dispute, limited to 2 pages. As far as may be, the Statement of Facts should be limited to the stipulated facts and legitimate inferences which can be drawn from those facts.

### 10.3.7. ISSUES RAISED

- A. In this section, teams should present the legal questions that the judges have to decide in the context of the case. They must be presented as neutral questions, i.e., teams should not state their position on the questions raised in this section.
- B. While each legal question might have further sub-questions, teams must state only the main legal questions in this section.

### 10.3.8. ARGUMENTS ADVANCED & PRAYER

Substantive, affirmative legal arguments or legal interpretation of the facts of the case may only be presented in the 'Arguments Advanced' section of the Memorial. The Arguments Advanced and Prayer shall not exceed 25 pages, while the entire Memorial shall not exceed 40 pages.

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### 10.3.9. FOOTNOTES AND CITATIONS

A. It is not permitted to provide any information in the footnotes that is not related to the identification of an authority or source. Footnotes must not include additional legal arguments.

B. A consistent format of citations must be followed.

C. Endnotes are not permitted.

### • JUDGING OF MEMORIAL

11.1. Every Memorial will be marked on a maximum of one hundred (100) marks by each judge on the basis of criteria mentioned in Rule 11.2.

### 11.2. SUBSTANTIVE SCORING

Each judge can award a maximum of one hundred (100) marks and the Memorials will be judged on the following criteria:

PARAMETERS	MARKS
<b>Interpretation &amp; Application of Law</b> (Comprehension of legal issues and how they relate to one another, as well as knowledge of the relevant field of law and practice)	<b>30 (Thirty)</b>
<b>Extent and Use of Research</b> (Knowledge of how to locate and research material in pertinent legal or other fields of practice)	<b>30 (Thirty)</b>
<b>Clarity &amp; Organization</b> (Logical organization, a good overview, and a strong conclusion through thorough understanding of the law and relating to the facts)	<b>20 (Twenty)</b>
<b>Style, Grammar, &amp; Citation of Sources</b> (Precise and succinct drafting with accurate in-text citations and source acknowledgments with clear and logical legal argument)	<b>20 (Twenty)</b>
<b>Total</b>	<b>100 (Hundred)</b>

### • COMPENDIUM

12.1. Teams can prepare one Petitioner Compendium and one Respondent Compendium, separately. All Compendiums must be in English. The same shall be submitted not later than February 16, 2024.

12.2. The compendium in no way should disclose the identity of the participants. Breach of anonymity of teams shall lead to disqualification.

12.3. At the discretion of the judge(s), the teams shall be allowed to present the compendium before the Bench.

### • RESEARCHER'S TEST

The "Researcher's Test" shall take place on February 23, 2024. Only the Researcher, as indicated in the team registration form, shall be eligible to take the Researcher's Test. The speaker can only take the Researcher's Test if the team comprises of 2 speakers only.

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### • ORAL ROUNDS

#### 14.1. DRAW OF LOTS

The match up of teams in Preliminary Rounds shall be determined on the basis of draw of lots. Draw of lots and Memorial Exchange shall take place on February 23, 2024 after the Inaugural Ceremony.

#### 14.2. PRELIMINARY ROUNDS

14.2.1. The preliminary rounds will be held on February 24, 2024. The Preliminary rounds shall comprise of Two Rounds of oral arguments subject to the allotment of team codes. In the preliminary rounds, each team shall have to argue twice, once as Petitioner and the other as Respondent.

14.2.2. Each team will get a total of 25 minutes to present their case. This time will include rebuttal and sur-rebuttal time (if permitted by the judge(s)). The division of time per speaker is left to the discretion of the team, subject to a minimum of 8 minutes per speaker and not more than 13 minutes per speaker. Rebuttals can be assigned a time period of not more than 2 minutes.

14.2.3. The oral arguments should be confined to the issues presented in the memorial. No two Teams will argue against each other more than once in the Preliminary Rounds.

#### 14.3. QUALIFYING FOR ADVANCED ROUNDS

14.3.1. The winners of the preliminary rounds, i.e., total eight teams (8 teams) shall qualify for the Quarter Final Round. For the purposes of qualification from the Preliminary Rounds to the Quarter Finals, the number of rounds won by the team shall be considered as first criteria. In case there is a tie, the cumulative winning difference of both preliminary rounds shall be taken into consideration. Further, in case of tie after taking winning scores into consideration, the decision shall be taken on the basis of the Memorial evaluation.

Therefore, the criteria for qualification becomes:

1. Number of Wins
2. Cumulative Winning Difference
3. Memorial Evaluation Scores

Illustration: Let's suppose there are four teams and their results are (out of which two teams shall qualify, demonstrating the first two criteria of qualification):

Let's analyse the results:

1. Team A: ↯

• Wins: 2

• Cumulative Winning Difference: +25 (Won by 20 points in Preliminary Round 1, won by 5 points in Preliminary Round 1, for instance)

2. Team B:

• Wins: 1

• Cumulative Winning Difference: +8 (Won by 20 points in Preliminary Round 1, lost by 12 points in Preliminary Round 1, for instance)

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3. Team C:

• Wins: 1

• Cumulative Winning Difference: +15 (Won by 20 points in Preliminary Round 1, lost by 5 points in Preliminary Round 1, for instance)

4. Team D:

• Wins: 1

• Cumulative Winning Difference: -8 (Won by 20 points in Preliminary Round 1, lost by 28 points in Preliminary Round 1, for instance)

According to the criteria, Team A has the highest number of wins (2) and the highest winning difference (+25). Therefore, Team A qualifies.

For the remaining spots, since Teams B, C, and D all have 1 win, the next criterion is the cumulative winning difference.

Following the cumulative winning difference, the rankings are:

1. Team A (qualified)

2. Team C (+15)

3. Team B (+8)

4. Team D (-8)

So, Team C has the next highest winning difference and qualifies as the second team.

Therefore, the two qualifying teams are:

1. Team A

2. Team C

Therefore, Teams A & C will qualify.

### 14.4. ADVANCED ROUNDS

#### 14.4.1. Quarter-Finals

- The Quarter Final Rounds shall take place on February 24, 2024. The Teams shall qualify to the Quarter Finals on the basis of the results of the two Preliminary Rounds.
- Each team will get a total of 30 minutes to present their case. This time will include rebuttal and sur-rebuttal time (if permitted by the judge(s)). The division of time per speaker is left to the discretion of the team, subject to a minimum of 10 minutes per speaker and not more than 15 minutes per speaker. Rebuttals can be assigned a time period of not more than 2 minutes.
- The match up of teams in Quarter Final Rounds shall be determined on the basis of draw of lots.

#### 14.5.2. Semi-Final Rounds

- The Semi Final rounds shall comprise of Four Teams. The Semi Final rounds shall take place on February 25, 2024. The winners of the Quarter-Final rounds shall be declared qualified for the Semi Final Rounds.
- The match up of teams in Semi Final Rounds shall be determined on the basis of draw of lots.
- Each team will get a total of 40 minutes to present their case. This time will include rebuttal and sur-rebuttal time (if permitted by the judge(s)). The division of time per speaker is left to the discretion of the team, subject to a minimum of 13 minutes per speaker and not more than 20 minutes per speaker. Rebuttals can be assigned a time period of not more than 2 minutes.

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### 14.5.3. Final Round

- The Grand Final Round shall take place on February 25, 2024. The two teams who stand declared as winners of the Semi Final Rounds shall qualify for the Final Rounds.
- Each team will get a total of 50 minutes to present their case. This time will include rebuttal and sur-rebuttal time (if permitted by the judge(s)). The division of time per speaker is left to the discretion of the team, subject to a minimum of 17 minutes per speaker and not more than 25 minutes per speaker. Rebuttals can be assigned a time period of not more than 2 minutes.
- The Winner of the Final Round shall be declared Winner of the Competition.

### 14.6. GENERAL RULES

14.6.1 The decision of the judges with regard to the outcome of the rounds shall be final.

#### 14.6.2. Scouting

Teams shall not be allowed to observe the orals of another team, unless they have been officially knocked-out of the competition.

#### 14.6.3. Date & Venue

The III AUAP-JLU International Moot Court Competition will take place from February 23th-25th, 2024 at JLU Faculty of Law, Jagran Lakecity University, Bhopal.

### • JUDGING OF ORAL ROUNDS

The oral rounds shall be judged on the following criteria:

MARKING CRITERIA	MARKS ALLOTTED
Preparation and familiarity with facts	10
Structure of Legal Argument	10
Knowledge & Application of Law	10
Organization, Presentation, Speaking Ability	5
Responsiveness to Questions	5
Persuasiveness and Advocacy	5
Courtroom Etiquette	5
<b>Total Marks</b>	<b>50</b>

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### • DRESS CODE

The participants shall adhere to following dress code when present in any court room during the Competition.

Girls: White salwar and kurta or white shirt and black trousers along with black coat.

Boys: White shirt, black trousers, and black tie along with black coat.

Note: The participating teams shall also adhere to the above mentioned dress code while attending the Inaugural and Valedictory Ceremonies of the Competition.

### • RULES REGARDING PENALTY

17.1. Penalty points may be deducted only by the Organizing Committee. Under no circumstances shall the judges themselves deduct from the score of the Speakers any Penalty points. Judges shall score the Oral Rounds as if no violation occurred.

17.2. Any team violating any of the specified rules will be penalized according to the following scheme:

<b>SCHEME OF DEDUCTION/PENALTY</b>	<b>MARKS DEDUCTED/PENALTY</b>
Non-Compliance with Dress Code	2 Marks
Non-Compliance with Spiral Binding	5 Marks
Breach of Anonymity	Disqualification

### • MISCELLANEOUS RULES

18.1. International Teams are recommended to apply for Indian Visa at least 4-6 weeks before the competition dates. All foreign teams shall be issued an Invitation Letter by the University to facilitate the process of obtaining a visa. All foreign teams are required to write to [mcc.sol@jlu.edu.in](mailto:mcc.sol@jlu.edu.in) for pursuance of the same.

18.2. The Moot Court Committee, Faculty of Law, Jagran Lakecity University, Bhopal shall serve as final arbiter of implementation of these Rules.

18.3. The Organizing Committee reserves the right to modify any of the Competition Rules at any point of time. The Organizing Committee shall communicate any changes made in the Competition Rules to the Teams.

18.4. The Organizing Committee reserves the right to take decisions on any matter not mentioned in the Competition Rules. Any such decision taken by the Organizing Committee shall be final and binding.

18.5. The Organizing Committee reserves the right to interpret any of the Competition Rules. Such interpretation shall be final and binding.



## III AUAP-JLU International Moot Court Competition, 2024 16

### • AWARDS

19.1. The winner of the Final Round will be declared the “Winning Team”, while the losing finalists will be declared the “Runner-Up”.

19.1.1. The Teams with the highest total Memorial score will be awarded the “Best Memorial” award.

19.1.2. The speaker with the highest average score at the conclusion of the Preliminary Rounds will be adjudged as the “Best Speaker”.

19.2. Awards include monetary prizes to the meritorious participants and access to research resources.

- Best Team: INR 1,00,000
- Runner-Up: INR 50,000
- Best Memorial: INR 15,000
- Best Speaker (Male and Female): INR 15,000 each
- Best Researcher: INR 15,000

### • ACCOMMODATION & TRAVEL

20.1. Accommodation & Food shall be provided to all teams by the organisers from February 23-25, 2024.

Note: One room shall be provided per team.

20.2. Teams willing to stay beyond or before the dates of the moot, as specified, will have to pay Rs. 2000/- per room per day.

20.3. The interested students are required to inform the Organizing Committee through their Travel & Accommodation Form so as to enable them to make the necessary arrangements. Under no circumstances, the Organiser shall provide accommodation to any other person accompanying the team.

20.4. Teams should send their Travel & Accommodation Form by January 20, 2024.



## III AUAP-JLU International Moot Court Competition, 2024 17

### • CONTACT

1. Clarification regarding Moot Procedure can be sought from:

• **Mr. Omkareshwar Pathak**, Faculty In-charge, Moot Court Committee, Faculty of Law, Jagran Lakecity University, +91 – 7223004927/ 9425824716

• **Ms. Srishti Khairwar**, Student Convener, Moot Court Committee, Jagran Lakecity University, B.A., LL.B. (Hons.), 5th Year, +91 – 8319854185

• **Ms. Nishtha Thaker**, Student Co-Convener, Moot Court Committee, Jagran Lakecity University, B.A., LL.B. (Hons.), 4th Year, +91 – 7970040264

2. Clarification regarding Travel & Accommodation can be sought from:

• **Mr. Rohit Mishra**, Assistant Professor, Member, Faculty of Law, Jagran Lakecity University, +91 – 8103238755

• **Mr. Aryaman Singh**, Student Co-Convener, Moot Court Committee, Jagran Lakecity University, B.B.A., LL.B. (Hons.), 4th Year, +91 – 7000931011

3. Clarifications regarding Moot Proposition shall be mailed to:

• <https://forms.gle/qUbGFmki1Z8Q63wA9>

### • IMPORTANT LINKS

**PROVISIONAL REGISTRATION FORM:** <https://forms.gle/9XA4XcXkZLAHYhsF6>

**FINAL REGISTRATION FORM:** <https://forms.gle/rhG8vLkZDNQb5KDRA>

**TRAVEL & ACCOMMODATION FORM:** <https://forms.gle/VPXgRBgUcLMS4Czb6>

**PAYMENT LINK:** <https://pay.jodo.in/pages/3jJgbxd687gQgjH4>

**PAYMENT QR Code:**



## CHIEF PATRONS



**Shri Hari Mohan Gupta**  
Chancellor,  
Jagran Lakecity University, Bhopal



**Shri Abhishek Mohan Gupta**  
Pro-Chancellor,  
Jagran Lakecity University, Bhopal



**Prof. (Dr.) P.K. Biswas**  
Vice Chancellor,  
Jagran Lakecity University, Bhopal



**Prof. (Dr.) Pankaj Kumar Das**  
Registrar,  
Jagran Lakecity University, Bhopal

## PATRON



**Prof. (Dr.) Sachin Rastogi**  
Associate Dean - Faculty of Law,  
Jagran Lakecity University, Bhopal

## FACULTY COMMITTEE



**Mr. Omkareshwar Pathak**  
Assistant Professor Faculty In-charge,  
Moot Court Committee, JLU



**Dr. Yash Tiwari**  
Assistant Professor, Member,  
Moot Court Committee, JLU



**Mr. Rohit Mishra**  
Assistant Professor, Member,  
Moot Court Committee, JLU



**Ms. Apoorva Agrawal**  
Assistant Professor, Member,  
Moot Court Committee, JLU



**Mr. Vishesh Dahiya**  
Assistant Professor, Member,  
Moot Court Committee, JLU



**Ms. Shikha Singh**  
Assistant Professor, Member,  
Moot Court Committee, JLU

## STUDENT COMMITTEE

**Ms. Srishti Khairwar**

Convenor,  
Moot Court Committee, Faculty of Law, JLU

**Mr. Aryaman Singh**

Co-Convenor,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Nishtha Thaker**

Co-Convenor,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Payal Bhagchandani**

Secretary,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Nony Nema**

Member,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Divyanshi Rathore**

Member,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Garima Bairagi**

Member,  
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**Ms. Pooja Sevaramani**

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**Ms. Geetika Tomar**

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Moot Court Committee, Faculty of Law, JLU

**Ms. Rimjhim Saxena**

Member,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Manya Dubey**

Member,  
Moot Court Committee, Faculty of Law, JLU

**Ms. Srishti Singh Bhadoriya**

Member,  
Moot Court Committee, Faculty of Law, JLU

## SCHEDULE OF THE EVENT

December 7, 2023	Release of the Moot Proposition
January 13, 2024	Last Date for Provisional Registration
January 15, 2024	Last Date for Final Registration
January 21, 2024	Last Date for Seeking Clarifications
January 28, 2024	Release of Clarifications
February 13, 2024	Submission of Soft Copies of Memorials
February 19, 2024	Last Date for Submission of Hard Copies of Memorials
February 23, 2024	Inaugural of III AUAP-JLU International Moot Court Competition, 2024, Researcher's Test, & Draw of Lots
February 24, 2024	Preliminary Rounds 1 & 2, Quarter Finals Rounds, & Cultural Evening
February 25, 2024	Semi Final Round, Final Round, & Valedictory Ceremony

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JAGRAN LAKECITY  
UNIVERSITY

*igniting minds; changing lives*

FACULTY OF LAW



**III AUAP-JLU INTERNATIONAL  
MOOT COURT COMPETITION,  
2024** ————— **23<sup>rd</sup> - 25<sup>th</sup> February**

**MOOT PROPOSITION**

## III AUAP-JLU International Moot Court Competition, 2024 1

### • ABOUT THE PARTIES

1. SolaraTech Solutions Co. Ltd. (“STS”) (“Claimant”) is a company duly incorporated under the laws of the People’s Republic of Harmonica (“Harmonica”). STS is a global leader in solar energy solutions with expertise in photo-voltaic products, systems, and smart energy.

2. NebulaTech Trading FZE (“Nebula”) and Quantum Trading FZE (“Quantum”) both are limited liability companies and incorporated/registered under the laws of Sandsonia. These companies are engaged in trading of diverse range of products, including products relating to solar energy solutions.

3. LuminaGen Energy Solutions Pvt. Ltd. (“LGS”) (“Respondent”) is the parent company of Nebula and Quantum and is registered in Dalpath, Indica.

### • UNDISPUTED FACTS

4. STS, upon having the express understanding with LGS, entered into a sale-purchase contract (“C1”) with Nebula on November 08, 2018, and a separate contract (“C2”) was entered into by STS with Quantum on February 22, 2018, whereby STS agreed to sell photo-voltaic module equipment of 10 MW and 20 MW (“Products”) to Nebula and Quantum. To secure payment against the supply of these Products, LGS undertook to pay for these Products, as a guarantor, in case Nebula and Quantum failed to pay within a stipulated period of 90 days from the date of delivery of these products. It was further agreed that the title deeds and warranty documents pertaining to these products will be handed over to the concerned upon successful payment. Accordingly, LGS signed Parent Guarantee Bonds (“Bond 1 & Bond 2”) on November 21, 2018 and February 29, 2019 respectively in favour of STS to ensure timely payments in case Nebula and Quantum fail to pay as per the stipulated terms.

5. The Products were delivered to the purchasers i.e. Nebula and Quantum to their satisfaction and in accordance with the stipulated terms on 01.03.2019. However, despite satisfactory delivery by STS, both Nebula and Quantum failed to pay the total outstanding amount of USD 20,747,727 and USD 13,290,498 respectively to STS within the agreed period of 90 days. Owing to this failure, LGS became liable to pay the amount in terms of Parent Guarantee Bonds executed by LGS in favour of STS.

6. The Clauses of C1 & C2 and Bond 1 & Bond 2 provided for a dispute resolution clause. As per the said dispute resolution clause, it was agreed that in case of any dispute arising in and out of the said contracts, the parties shall resort to arbitration proceedings under the aegis of Harmonica International Economic & Trade Arbitration Commission (“HIETAC”) and as per the rules applicable thereto. As Nebula and Quantum failed to make the payment, and the parent company also did not honour the bonds, the Claimant invoked arbitration proceedings against LGS, Nebula and Quantum before HIETAC on 07.07.2019.

7. Thereafter, STS decided not to pursue arbitration against Nebula and Quantum (being subsidiary companies) since enforcement of any award that may be passed against them might not be enforced in reality as they did not possess any assets of their own. Accordingly, STS on 23.07.2019, submitted an amendment of claims in which it sought to withdraw claims against Nebula and Quantum. Accordingly, the LGS became the sole Respondent in the arbitration proceedings pending before HIETAC.

8. Upon reference, both the parties appointed their respective arbitrator as per the rules of HIETAC. Mr. Xin Un was appointed by STS and Mr. Inderjit Roy was appointed by LGS. However, LGS and STS failed to jointly nominate or entrust the Chairman of HIETAC to appoint a presiding arbitrator in the case. Owing to the deadlock, Mr. Mao Lin was appointed as the presiding arbitrator in accordance with the rules of HIETAC.

9. LGS raised a challenge to the presiding arbitrator for the reason that the presiding arbitrator is not a third-party national. Despite the objection raised by LGS, HIETAC dismissed the challenge and upheld the appointment of Mr. Mao Lin as the presiding arbitrator.

## III AUAP-JLU International Moot Court Competition, 2024 2

10. While the arbitration proceedings were pending before HIETAC, STS also chose to initiate a winding-up proceeding against LGS under the company law of Indica. Resultantly, a winding-up petition was filed by STS against LGS on account of non-payment of dues (along with interest) before the National Company Law Tribunal, Dalpath, Indica (“NCLT”) on 13.08.2019.

11. While both the proceedings were pending adjudication, STS and LGS, in the pursuit of resolving the dispute amicably, entered into a settlement agreement (“Agreement”) on 08.12.2019 wherein STS agreed to settle the claim on a discounted rate in full & final settlement of total outstanding amount payable in equal monthly installments (as mentioned in Annexure-1).

12. As per the terms of the Agreement, it was agreed that in the event of default or non-payment/non-adherence to the timely payments of the installments, LGS shall become liable to the original liability as mentioned in the Agreement. It was also agreed that STS shall put both the proceedings in abeyance till the time the Agreement is subsisting. STS also reserved its rights to re-commence both the proceedings in case LGS fails to adhere to the timelines stipulated in the Agreement. It was further agreed that LGS shall hand over the title deeds and warranty documents against each installment paid for the Products on pro-rata basis paid by LGS.

13. Both STS and LGS then filed an application before the NCLT for passing appropriate orders in terms of the Agreement with the view of putting a judicial seal on the Agreement. Accordingly, the NCLT passed appropriate order recording the terms of the Agreement and the winding up petition was ordered to be kept in abeyance on 22.12.2019 in terms thereof. Similarly, a similar application was made before the HIETAC arbitral tribunal on 27.01.2020 requesting to put the arbitration proceedings in abeyance as per the terms of the Agreement. Supporting the request made by the parties, notices were sent to the parties on 10.02.2020 by the Secretariat of HIETAC Tribunal whereby the arbitral proceedings of the case stood suspended with effect from 10.02.2020.

14. After both the proceedings were suspended on account of the Agreement, LGS failed to adhere to the timelines for payment. As a result, STS was constrained to invoke its rights under the Agreement seeking revival of both the proceedings. STS filed an application for revival of the winding-up proceedings on 09.06.2020 before the NCLT.

15. Both the parties appeared before the NCLT and sought time to file their fresh pleadings. Further, during the course of hearing, LGS requested the NCLT to grant further time to repay the amount agreed under the Agreement owing to financial constraints and genuine inability to pay and submitted that the dereliction was not in bad faith. Upon the submissions made by LGS, the NCLT did not adjudicate on the request but directed LGS to make expeditious payments and kept the issue open with regard to extending time limit for repayment till the next date of hearing.

16. Thereafter, the case was again listed before the NCLT on 14.09.2020 and it was submitted by LGS that a substantial amount payable under the Agreement has been paid and only a small amount remained unpaid. Accordingly, LGS sought further accommodation from the NCLT. The said request was vehemently opposed by STS. Upon hearing the parties, the NCLT postponed the hearing for final adjudication on 29.01.2021. The remaining amount under the Agreement was also paid on 28.09.2020 along with interest for delayed payment.

17. Thereafter, STS also filed an application for revival of arbitral proceedings before HIETAC on 20.09.2020. Upon receipt of the application by HIETAC, notice was issued to both the parties for a hearing before the Arbitral Tribunal on 14.10.2020. Mr. Inderjeet Roy, the arbitrator appointed by LGS, failed to appear in the hearing which was originally scheduled for 14.10.2020. In light of this, HIETAC Secretariat removed Mr. Inderjeet Roy as an arbitrator as he failed to appear and act as arbitrator without providing any reasons, and refused to provide available time for the hearing postponed and failed to participate in the arbitral proceeding in accordance with the requirements of the HIETAC Rules. As such, Mr. Inderjeet Roy was replaced by Mr. Czanko Xin on 07.11.2020. Accordingly, the arbitral proceeding was recommenced in terms of the Agreement.



### III AUAP-JLU International Moot Court Competition, 2024 3

18. The NCLT heard the parties and passed a detailed judgment dated 29.01.2021 wherein STS's application for winding up LGS was dismissed on the ground that since the amount mentioned under the Agreement has been paid, albeit belatedly, and it would be unjust if LGS is made to undergo liquidation proceedings since LGS is a going concern with a huge number of employees. It was further opined by the NCLT that it has inherent powers to relax/extend timelines which it deems fit to exercise in the given circumstances.

10. While the arbitration proceedings were pending before HIETAC, STS also chose to initiate a winding-up proceeding against LGS under the company law of Indica. Resultantly, a winding-up petition was filed by STS against LGS on account of non-payment of dues (along with interest) before the National Company Law Tribunal, Dalpath, Indica ("NCLT") on 13.08.2019.

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15. Both the parties appeared before the NCLT and sought time to file their fresh pleadings. Further, during the course of hearing, LGS requested the NCLT to grant further time to repay the amount agreed under the Agreement owing to financial constraints and genuine inability to pay and submitted that the dereliction was not in bad faith. Upon the submissions made by LGS, the NCLT did not adjudicate on the request but directed LGS to make expeditious payments and kept the issue open with regard to extending time limit for repayment till the next date of hearing.

16. Thereafter, the case was again listed before the NCLT on 14.09.2020 and it was submitted by LGS that a substantial amount payable under the Agreement has been paid and only a small amount remained unpaid. Accordingly, LGS sought further accommodation from the NCLT. The said request was vehemently opposed by STS. Upon hearing the parties, the NCLT postponed the hearing for final adjudication on 29.01.2021. The remaining amount under the Agreement was also paid on 28.09.2020 along with interest for delayed payment.

### III AUAP-JLU International Moot Court Competition, 2024 4

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18. The NCLT heard the parties and passed a detailed judgment dated 29.01.2021 wherein STS's application for winding up LGS was dismissed on the ground that since the amount mentioned under the Agreement has been paid, albeit belatedly, and it would be unjust if LGS is made to undergo liquidation proceedings since LGS is a going concern with a huge number of employees. It was further opined by the NCLT that it has inherent powers to relax/extend timelines which it deems fit to exercise in the given circumstances.

19. After the judgment dated 29.01.2021, LGS wrote to STS on 24.02.2021 to handover the title deeds and warranty documents as the amount stated under the Agreement has been satisfactorily paid and the National Company Law Tribunal (NCLT), Dalpath, Indica has duly acknowledged the same. STS replied to the said demand on 03.03.2021 and stated that since LGS has failed to abide by the timelines stipulated in the Agreement, LGS is now liable to pay the original outstanding amount as per the terms of the Agreement. As such, STS shall cause to handover the title deed and warranty documents only upon the payment of the remaining amount i.e. difference of the amount paid till date and the original outstanding amount. STS further stated that the jurisdiction of winding up tribunal was limited to the extent whether LGS is liable to be wound up or not and the issue regarding the pending payment is under consideration before the HIETAC arbitral tribunal.

20. Upon receiving the said reply, LGS filed a contempt petition against STS seeking a direction that the STS should handover/execute the title deeds and warranty documents as per the terms of the Agreement and also direct STS to withdraw the arbitral proceeding pending in HIETAC. LGS also sought a declaration that the Agreement stands fully satisfied and LGS has no outstanding amount to be paid to STS. The Contempt Court, vide its Order Judgment dated 23.10.2021 refused to hold STS in contempt as the contempt court opined that the issues raised are concerning the interpretation of the Agreement and there is no wilful disobedience of the order. Accordingly, the contempt court directed LGS to seek recourse in accordance with terms of the Agreement or under law. In terms of the directions passed by the contempt court, LGS filed an execution petition on 18.02.2022 seeking identical reliefs as sought in the contempt petition.

21. While the execution petition was pending adjudication, HIETAC arbitral tribunal passed an award dated 08.09.2022 in favour of STS and directed LGS to pay the remaining amount i.e. difference between the amount paid till date and the original outstanding amount as agreed by the parties under the Agreement.

22. After the award was rendered by HIETAC Tribunal, an application was filed for setting aside the award in Harmonica (as the seat of arbitration is Harmonica) before the competent forum as per its law on 17.12.2022. As one of the primary objections to the award, it was contended by LGS before the domestic court in Harmonica that the tribunal failed to take account of the fact that a foreign court has already adjudicated upon the same dispute and, therefore, the award is hit by the principle of res-judicata and is liable to be set aside. Upon hearing the parties, the domestic court in Harmonica, vide a detailed judgment, refused to interfere and set aside the award and held that the award is in accordance with the arbitration laws of Harmonica and could not be set aside. Therefore, the award passed by HIETAC attained finality in Harmonica.

24. Thereafter, STS filed an application for enforcement of award in Indica before the High Court of Dalpath against LGS. Subsequently, both the parties filed an application to transfer the execution petition filed by LGS against STS for handing over of title deeds and warranty documents to the High Court of Dalpath. The High Court of Dalpath, upon the request of parties, combined/clubbed these two cases since both the cases involved overlapping substantial issues and has now been ordered to be heard together for final adjudication.

## III AUAP-JLU International Moot Court Competition, 2024 6

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- The followings issues have been prepared by the High Court of Dalpath, Indica:
- Whether the Award dated 08.09.2022 can be recognized and enforced in Indica?
- Maintainability of execution proceedings of the Judgment dated 29.01.2021 passed by the National Company Law Tribunal, Dalpath, Indica?
- Whether the Judgment dated 29.01.2021 can be executed as a decree or not?

- **Notes**

A. The issues framed are indicative and the participants are at liberty to add/amend the issues;

B. The laws of Harmonica are pari materia with the laws of China. The laws of Indica are pari materia with the laws of India. The laws of Sandsunia are pari materia with the laws of UAE;

C. The rules applicable to the Harmonica International Economic & Trade Arbitration Commission (“HIETAC”) are pari materia to China International Economic and Trade Arbitration Commission (“CIETAC”);

D. Both Harmonica and Indica have signed and ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958; and

E. Harmonica, Indica and Sandsunia are signatories to Convention on International Sale of Goods (“CISG”)]

III AUAP - JLU  
IMCC  
— 2024 —

## III AUAP-JLU International Moot Court Competition, 2024 7

### ANNEXURE-1

#### Settlement Agreement

This Settlement Agreement (this "Agreement") is executed on this eighth day of December 8 2019 amongst:

SolaraTech Solutions Co. Ltd. (hereinafter referred to as the "STS"/ the "Creditor") having its office at No. 2, Solara Road, SolaraTec PV Park, Yin Xei, District Jhangzhou, Xiangsu, Harmonica.

And

LuminaGen Energy Solutions Pvt. Ltd. (hereinafter referred to as LGS), formerly known as Hoser Aer Projects Private Limited (hereinafter referred to as the "Guarantor") having its office at 717 (6th Floor) Anaya Tower, Dalpath, Indica.

And

Nebula Trading FZE (hereinafter referred to as the "Nebula" the "Obligor") having its registered office at PO Box No. 800621, Kas Al Alhaimah, Sandsunia.

And

Quantum Trading FZR (hereinafter referred to as the "Quantum"/ the "Obligor") having its registered office at PO Box No. 782811, Kas Al Alhaimah, Sandsunia.

[Nebula and Quantum shall collectively be referred to as the "Obligors"; LGS, Obligors and Guarantor shall collectively be referred to as the Parties.]

WHEREAS under the Framework contract setting forth the General Terms and Conditions for supply of solar modules dated 08.11.2018 (hereinafter referred to as the "C1") Nebula purchased 20MW of solar modules from STS. Guarantor by way of Parent Guarantee Bond ("Bond 1"), ensured STS, the payment of modules by Nebula.

WHEREAS, under the Framework contract setting forth the General Terms and Conditions for supply of solar modules dated 22.02.2019 (hereinafter referred to as the "C2") Quantum purchased 20MW of solar modules from STS. Guarantor by way of Parent Guarantee Bond ("Bond 2"), ensured STS, the payment of modules by Quantum.

AND WHEREAS STS had inter alia filed winding up proceedings before NCLT, Dalpath, Indica in respect to the aforesaid transactions and the same are pending adjudication. Further, arbitration proceedings filed by STS being Arbitration Case No. SHM20140030 and Arbitration Case No. SHM20140031 are also pending adjudication against the Guarantor before Harmonica International Economic and Trade Arbitration Commission (HIETAC, hereinafter referred to as the "Arbitration Tribunal").

AND WHEREAS pursuant to mutual discussions, Guarantor has offered to pay an amount of US\$ 30379115.6 (United State Dollars Thirty Million Three Hundred Seventy Nine Thousand One Hundred Fifteen and Cents Sixty) in full and final settlement of total outstanding amount of US\$ 35,740,136 (United State Dollars Thirty Five Million Seven Hundred Forty Thousand One Hundred Thirty Six) which includes principal outstanding of US\$ 34,038,225 and liquidated damages of US\$ 1,701,911) in twelve instalments in order to resolve this matter in an amicable manner. That STS, with a view to resolve this matter, accepts the offer of Guarantor, subject to strict adherence to the terms and conditions contained hereinafter:

### III AUAP-JLU International Moot Court Competition, 2024 8

**AND NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That Guarantor agrees and undertakes to pay the said settlement amount of US\$ 30379115.6 (United State Dollars Thirty Million Three Hundred Seventy-Nine Thousand One Hundred Fifteen and Cents Sixty) either itself and/or through Nebula and/or Quantum, to STS in their bank account mentioned in Clause 2 as per below Payment Schedule.

<b>INSTALMENT</b>	<b>PAYMENT DATE</b>	<b>AMOUNT (US Dollars)</b>
Instalment 1	Not later than fifteen days from the date of execution of this Agreement.	30379115.6/12
Instalment 2	Not later than January 30, 2020	30379115.6/12
Instalment 3	Not later than February 28, 2020	30379115.6/12
Instalment 4	Not later than March 30, 2020	30379115.6/12
Instalment 5	Not later than April 30, 2020	30379115.6/12
Instalment 6	Not later than May 30, 2020	30379115.6/12
Instalment 7	Not later than June 30, 2020	30379115.6/12
Instalment 8	Not later than July 30, 2020	30379115.6/12
Instalment 9	Not later than August 30, 2020	30379115.6/12
Instalment 10	Not later than September 30, 2020	30379115.6/12
Instalment 11	Not later than October 30, 2020	30379115.6/12
Instalment 12	Not later than November 30 2020	30379115.6/12
	<b>Total (in USD)</b>	USD Thirty Million Three Hundred Seventy Nine Thousand One Hundred Fifteen and Cents Sixty.

The Bank Account details of SolaraTech Soutlions Co. Ltd. are as follows:

Beneficiary Name: SolaraTech Soutlions Co. Ltd.

Beneficiary Bank: BANK OF HARMONICA, NEW AREA BRANCH SWIFT CODE: BKHHHNB86E

Account Number: 515132346501

### III AUAP-JLU International Moot Court Competition, 2024 9

3. That upon receipt of the said settlement amount of US\$ 30379115.6 as per the aforementioned Payment Schedule, the claim of STS shall stand fully satisfied and the Guarantor along with Nebula and Quantum shall be fully discharged of all their liabilities in relation to the aforesaid amount of US\$ 35,740,136 and other liabilities if any and STS shall have no claim under the C-1, C-2, Bond 1 and Bond 2 or otherwise against Guarantor, Nebula/Quantum.

4. That the Guarantor agrees and undertakes that if it defaults/deviates in any payment of the said settlement amount of US\$ Thirty Million Three Hundred Seventy Nine Thousand One Hundred Fifteen and Cents Sixty in accordance with the aforesaid Payment Schedule, then the entire outstanding amount of US\$ 35,740,136 (which includes liquidated damages of US\$ 1,701,911) less any amount paid by the Guarantor/Obligors under this Agreement along with interest @ 12% per annum on the balance amount starting from the date of such default till the date of payment, shall immediately become due and payable by the Guarantor to STS.

5. That within reasonable time from the execution of this Agreement, STS and Guarantor shall file this Agreement along with requisite application before the NCLT, Dalpath, Indica for the court to issue Consent Order to keep both the winding up in abeyance. That in the event the court disposes off the petition based on the joint application/consent terms and if there is any default/deviation from the aforesaid payment schedule, then STS shall be entitled to immediately revive the winding up proceedings.

6. Similarly, STS and the Guarantor will jointly request the HIETAC Arbitral Tribunal to put the arbitration proceedings in abeyance and this Agreement may be filed along with such request but STS ensure that no award is passed unless the arbitration proceedings are revived under the condition set out in this Agreement.

7. STS and Guarantor hereby irrevocably agree that if the Guarantor deviates or defaults in the aforesaid Payment Schedule, then STS is entitled to immediately revive the Arbitration.

8. And if the Guarantor duly fulfils the payment obligations as per the aforesaid Payment Schedule of Clause 1, then STS shall withdraw both the arbitration proceedings.

9. That on STS' receipt of each instalment payment duly paid under the aforesaid Payment Schedule of Clause I from the Guarantor or the Obligors, for each One Million US\$ payment received, the title of One point Zero Six MW (1.06 MW) solar modules within no more than two project sites shall be automatically released to the Obligors.

10. However, for the last instalment payment of US Dollars Four Million Three Hundred Seventy-Nine Thousand One Hundred Fifteen and Cents Sixty the unreleased title of solar modules out of the total 37 MW shall be automatically transferred Obligor's will intimate via a letter/email to STS to resume the warranty obligations, giving the details of the solar modules whose titles have been released. Such details of the solar modules to be provided by Obligor/s are: buyer name, contract date, details of shipments (shipment date, lot no. PI no., module wattage, quantity, container no., seal number, wattage per container) and date on which the instalment payment was made, volume of solar modules corresponding to the payment, project name and exact location where such solar modules are installed. Upon receipt of such letter/email, STS shall acknowledge the title transfer of said solar modules within seven (7) working days through Fax/email and through express courier to follow. Notwithstanding anything contrary, the aforesaid title transferred /released, is transferable by Obligor's and STS ratifies the transfer of title of solar modules already done by Obligor/transferee to the end user/s. In the event, the end users/ultimate buyer wishes to have Title transfer acknowledgement from STS, then STS shall execute such documents as requested by the said third party Obligors, within seven (7) working days.

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11. STS shall fulfil all its warranty obligations w.r.t the solar modules whose titles have been released by it under this Agreement and for the solar modules supplied under C 1/C2, whose title have been released by LGS prior to this Agreement totalling to 3.007 MW. However, the warranty expiry date under C-1 and C-2 shall remain unchanged. In addition, STS shall have no liability to any warranty claims raised under C 1-and C -2 until the date of the release of the title of the said solar modules in accordance with this Clause 7.

9. Entire Agreement, Variations and Waivers:

This Agreement constitutes the entire agreement between the Parties with regard to its subject matter and supersedes the terms of all previous agreements or understanding, whether written or oral between STS and Guarantor/Quantum/Nebula with respect to the compromise/settlement of the disputes,

Each of the Party acknowledges that while entering into this Agreement it has not relied on any representation, warranty, agreement, undertaking or statement not set out in the Agreement and that it will not have any claim, right or remedy arising out of any such representation, warranty, agreement, undertaking or statement.

No amendment, waiver, modification or other variation to this Agreement shall be effective unless it is in writing and signed by or on behalf of the Parties hereto.

IN WITNESS WHEREOF THE PARTIES hereunto have set and subscribed with their respective hands signatures and seals on this Agreement on the date, month and year hereinabove written.

**Creditor:**

Solar Tech Solutions Co. Ltd.

Signature: \_\_\_\_\_

Obligor: \_\_\_\_\_

Name: \_\_\_\_\_

**Guarantor:**

Luminagen Energy Solutions Pvt.

Signature: \_\_\_\_\_

Obligor: \_\_\_\_\_

Name: \_\_\_\_\_

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### ANNEXURE-2

#### IN THE NATIONAL COMPANY LAW TRIBUNAL AT NEW DALPATH

LUMINAGEN ENERGY SOLUTIONS PVT. LTD.

..... Applicant

Versus

SolaraTech Soutlions Co. Ltd.

..... Contemnror

CORAM:

HON'BLE MR. JUSTICE JATINDER SINGHA

• ORDER

23.10.2021

The impugned order disposes of the contempt petition filed by the Applicant, observing that this is not a case of wilful disobedience. It is observed that the applicant herein has liberty and could invoke legal remedy in the form of execution, arbitration etc. To enforce their alleged rights and claim. We do not think that the impugned order dated 29.01.2021 passed by NCLT, Dalpath has, expressly directed any of the parties to carry our certain actions. In light of this, the contempt proceedings are not the proper and correct remedy.

After some hearing, learned senior counsel for the Applicant seeks permission to withdraw the present appeal and states that he would raise all contentions and issues in appropriate proceedings in accordance with law.

The Application is dismissed as withdrawn.

JATINDER SINGHA. J



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### ANNEXURE-3

#### RELEVANT EXTRACTS FROM THE CONTRACT

##### The Arbitration clause of the Contract (C1 & C2) provides:

“If the Parties do not reach an amicable settlement within 45 days of constituting the committee then the Dispute shall be referred to arbitration pursuant to the Rules of Arbitration of the Harmonica International Economic and Trade Arbitration Commission (HIETAC).....” “The award shall be in accordance with the majority of the arbitral tribunal and shall be final and binding on all the Parties. The arbitration shall take place at Xzanlai and shall be conducted in the English language.”

##### The Arbitration clause of the Bond provides:

“Any and all claims, disputes, controversies or differences arising between the parties out of or in relation to or in connection with this Bond shall be referred to arbitration pursuant to the Rules of Arbitration of the Harmonica International Economic and Trade Arbitration Commission ('HIETAC'). The award shall be in accordance with the majority of the arbitral tribunal and shall be final and binding on all the Parties. The arbitration shall take place at Xzanlai and shall be conducted in the English language.”

##### Article 30 HISG

“The seller must deliver the goods, hand over any documents relation to them and transfer the property in the goods, as required by the contract and this Convention”.

##### Article 35(i)

“The seller must deliver goods which are of the quantity, quality and description required by the contract and which are contained or packaged in the manner required by the contract”.

##### Article 36(i)

“The seller is liable in accordance with the contract and this Convention for any lack of conformity which exists at the time when the risk passes to the buyer, even though the lack conformity becomes apparent only after that time”.

##### • DEFINITIONS:

“**AFFILIATE**” means any enterprise, company, person or a group of persons, whether incorporated or not, entitled to carry on business in any country,...., directly or indirectly, controls, or is controlled by, or is under common control with, a Party; “control” in an Affiliate requires ownership of least fifty percent (50%) of the voting stock or other indicia of ownership.

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, permit, exemption, filing, notarisation or registration with resp. by a Competent Authority;

“**Business Day**” means a day on which banks are open for general business in the jurisdiction or province or state where the Project will be located.

“**Buyer’s Permits**” means, in relation to the contract and a Sale and Purchase Agreement, those Permits necessary for the performance of the Buyer’s obligations under the Contract and the Transaction which can be legally only be obtained by the Buyer or otherwise necessary in order to meet Buyer’s obligations after the point at which risk to the relevant Modules transfer to the Buyer in accordance with the Contract and a Sale and Purchase Agreement;

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“**Change in Law**” means, in relation to the Contract or any Transaction, the occurrence of any of the following, after the date of this Contract to the applicable Transaction:

- The enactment of any new law or official requirement;
- the modification or repeal of any existing law or official requirement;
- the commencement of any law or official requirement which has not become effective on the date of the applicable Transaction;
- a change in the interpretation or application by any Competent Authority of any law or official requirement;
- the imposition of a requirement for Authorisations not required at the date of the applicable Transaction;
- after the grant of any Authorisation, a change in the terms and conditions attaching to such Authorisation or the attachment of any new terms or conditions;
- any Authorisation not being granted on a timely basis where application for such Authorisation has been duly made;
- or any Authorisation that has been granted ceasing to remain in full force and effect or, if granted for a limited period, not being renewed on a timely basis on application for renewal being duly made, or being renewed on terms or subject to conditions which are materially less favourable to the relevant Party than those attached to the original Authorisation;

“**Competent Authority**” means any agency, trust, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) having jurisdiction over any of the Parties or the subject matter of the Contract or any Transaction;

“**Document**” means, with respect to a Transaction, the Installation manual for the Modules, IV curves, flash test reports, models, 1st of serial numbers and other documents of a technical nature (if any) generally supplied by the Seller to the Buyer in accordance with Clause 13;

“**Industry Standards**” means good engineering practices and other practices, methods, equipment and procedures usually employed in engineering, design, construction, operation and maintenance by solar power industries internationally and that degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by a skilled and experienced contractor engaged in carrying out activities the same as or similar to that to be performed under the relevant Transaction under the same or similar circumstances for the lawful, safe, reliable, and efficient, design, engineering, construction, operation and maintenance of solar power generation and transmission equipment;

“**Permits**” means all consents, licences, authorisations, permissions, approvals, registrations, filings, certificates, authorities, agreements or exemptions required from, by, or with any government or public, statutory, governmental, focal governmental, quasi-governmental, regulatory or judicial body, entity, authority or licensed utility;

“**Person(s)**” means any individual, sole proprietorship, unincorporated association, unincorporated organization, body corporate, corporation, company, partnership, unlimited or limited liability partnership, joint venture, Government Authority or trust or any other entity or organization.

“**Seller Permits**” means, in relation to the Contract and a Transaction, those Permits necessary for the performance of the Seller's obligations under the Contract and that Transaction (a) which can legally only be obtained by the Seller or (b) otherwise necessary in order to meet Seller's obligations prior to the point at which risk to the relevant Modules transfers to the Buyer in accordance with the Contract and such Transaction;

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### INTERPRETATION

In the Contract and each Transaction, except to the extent that the context requires otherwise:

- a. References to the Contract include Schedules to the Contract. References to paragraphs, Clauses, Recitals or Schedules are references to such provisions of the Contract. References to a sub-clause or paragraphs to the relevant sub-clause or paragraphs to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears;
- b. Use of the singular shall include plural and vice versa.
- c. References to an agreement, deed, instrument, licence, code or other document (including the Contract and a Transaction), or to a provision contained in any of these, shall be construed, at the particular time, as a reference to it as it may then have been amended, varied, supplemented, modified, suspended, assigned or novated.
- d. A reference to "assets" includes present and future properties, revenues and rights of every description;
- e. A reference to a "day", "month" or "year" means a calendar day, month or year respectively;
- f. The words "include" and "including" are to be construed without limitation;
- g. A reference to "law" includes any national, regional, provincial or local law, common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and "lawful" and "unlawful" shall be construed accordingly);
- h. ....;
- i. ....;
- j. the "winding-up" of a person also includes the amalgamation, reconstruction, reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), administration, dissolution or liquidation, of that person and any equivalent or analogous procedure under the law of any jurisdiction in which that person is incorporated, domiciled or resident or carries on business or has assets other than a solvent liquidation or reorganization or of the Seller.
- k. ....;

### • PURCHASE ORDER

- a. Pursuant to the Contract, Buyer shall issue a purchase order for Modules as maybe mutually agreed between the Parties (a "Purchase Order"). The Buyer shall notify the Seller of delivery date at least 15 days in advance. Each Purchase Order issued by the Buyer shall be sent to the Seller at least 15 days before the delivery date. It is clarified that the Seller shall provide to the Buyer with the proforma invoice and wattage mix for the Modules to be supplied in 10 days prior to the date on which the Buyer is obligated to issue the Purchase Order as per the Contract and in case of delay on part of the Seller to provide such details to the Buyer, the above mentioned period of 15 days for sending Purchase Order to Seller shall be adjusted in accordance with the number of days the Seller delays in Issuing the proforma Invoice and the wattage mix. An effective and legally binding sale and purchase agreement ("Sale and Purchase Agreement") with respect to each corresponding individual sale and purchase of Modules comes into existence upon acceptance in writing of such Purchase Order by the Seller.

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b. Each Sale and Purchase Agreement shall automatically Incorporate and be read together with the Contract and the Purchase Order, and the Sale and Purchase Agreement, the Purchase Order and the Contract together shall constitute a single Integrated agreement between the Parties for the sale and purchase of Modules (each such agreement, a "Transaction").

- **FORCE MAJEURE**

### **Definition of Force Majeure In this Clause**

“**Force Majeure**” means an exceptional event or circumstance which is beyond a Party's reasonable control and which such Party could not reasonably have provided against before entering into the Contract or in the case of a Transaction, the relevant Sale and Purchase Agreement, and which, having arisen, such Party could not reasonably have avoided or overcome, and 14.1.4 which is not substantially attributable to the other Party. Force Majeure includes, but is not limited to, exceptional events or circumstances of the kind listed (or any combination of them), so long as the conditions pursuant to Clauses 14.1.1 to 14.1.4 (Definition of Force Majeure).

- **GOVERNING LAW**

The Contract/Transaction shall be governed by the laws of People's Republic of Harmonica.

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