



Delhi Metropolitan Education

Affiliated to GGSIPU, New Delhi & Approved by Bar Council of India



GURU GOBIND SINGH
INDRAPRASTHA UNIVERSITY

DME NATIONAL MOOT COURT COMPETITION 2024

PRIZES
WORTH
1.5 LAKH

6th & 7th April 2024

mootcourt@dme.ac.in

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About DME

Delhi Metropolitan Education (DME) was established on 1st August, 2012, under the aegis of Sunshine Educational & Development Society which has been working dedicatedly in the field of education for over 16 years. DME is affiliated to the prestigious Guru Gobind Singh Indraprastha University (GGSIPU), New Delhi and is approved by the Bar Council of India.

DME envisions creating future leaders and nation builders by its endeavors in educating young minds. The institute is committed towards forming and sustaining conditions enabling students to embark on an unparalleled educational journey that is intellectually, socially, and personally transformative and enriching. DME offers sought after courses in the field of Management, Journalism and Law.



Invitation

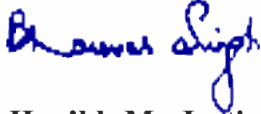
Respected Sir/Ma'am,

Greetings!

It gives us immense pleasure that the Faculty of Law, Delhi Metropolitan Education, GGSIP University, New Delhi, is organizing **Delhi Metropolitan Education National Moot Court Competition, 2024 to be held on 6th- 7 th April, 2024.**

We cordially invite your institution to participate and be a part of this competition. We assure you of our impeccable record as regard to our hospitality and professionalism.

Best regards,



Hon'ble Mr. Justice Bhanwar Singh
Director General
Delhi Metropolitan Education,
Former Judge, Allahabad High Court
Secretary General (former), Supreme Court of India

PRIZE AND AWARDS

Total prizes - Worth more than 1.5 Lakhs



Winner

40,000

- Trophy



Runner-Up

25,000

- Trophy



**Best Speaker
Male and Female**

5,000

+ Trophy

5,000

+ Trophy



**Best Researcher
Male and Female**

5,000

+ Trophy

5,000

+ Trophy



**Best Memorials
from both the teams**

5,000

+ Trophy

5,000

+ Trophy

(a) One-year complimentary (Academic) subscription to SCC Online Web Edition to be distributed to the winners (total worth of Rs. 81,000)

(b) Internship opportunity at International Arbitration and Mediation Centre, IAMC.

Memento to all the Semi-finalists

1.	Last date for payment and final registration	12 th March, 2024
2.	Last date for seeking clarification	13 th March, 2024
3.	Release of clarification	16 th March, 2024
4.	Submission of Written Memorial (Soft Copy)	21 st March, 2024
5.	Submission of Written Memorial (Hard Copy)	28 th March, 2024
6.	Researchers test	7 th April, 2024
7.	Inaugural session, Prelims (1 & 2), Quarter-Finals	6 th April, 2024
8.	Semi-finals, Finals and Valedictory session	7 th April, 2024

DME NATIONAL MOOT COURT COMPETITION 2024

MOOT PROPOSITION

- I. Malaysia, a country located in Southeast Asia is a significant player in the global oil and gas industry. The country has substantial oil reserves. As of recent years, Malaysia has been producing over 600,000 barrels of crude oil per day. The oil and gas sector is a crucial contributor to Malaysia's economy. It provides substantial revenue through exports and contributes significantly to the country's Gross Domestic Product. The country's strategic location in Southeast Asia has also played a role in its historical development and economic significance.
- II. Sabah and Sarawak, located on the island of Borneo, are significant hotspots for the oil and gas industries in Malaysia. These states contribute substantially to the country's overall hydrocarbon production. Apex Maritime Solutions Pvt. Ltd. ("AMSPL"), is a leading private corporation specializing in the manufacturing and export of oil. It was incorporated on the 4th of December 1994, with its corporate and registered office situated in Sabah, Malaysia, specializing in the manufacturing and export of oil.
- III. AMSPL has a "Dealing Policy" which has been in effect since the company's incorporation. Clause 6 of the "Dealing Policy" states, "AMSPL shall deal with the other party subject to its agreement to utilize AMSPL's transportation/delivery services via their subsidiary unit registered in Malaysia and specialized in shipment of oil barrels, namely, Bradley Maritime Resources Pvt. Ltd. ("BMRPL")". Further, Clause 6.1 stipulates that AMSPL impose an additional surcharge for not availing of its transportation facility.
- IV. PetroPrime Innovations Pvt. Ltd ("PPIPL") was incorporated on the 10th of September 2004 in India and duly registered with the Registrar of Companies (RoC-India) in Mumbai. PPIPL, a prominent commercial entity engaged in exporting and importing diverse commodities, including but not limited to oil, minerals, and other crude products, has its units worldwide, including in Malaysia, to facilitate ease in transportation and delivery.
- V. On 1st January 2022, PPIPL and the AMSPL entered into a Long-Term Contract for Sale ("Contract"). The Contract provided that AMSPL will sell 28 LR1 tanker shipments, each encompassing 445,000 barrels of Kikeh oil, to PPIPL each month from January 2022 to December 2024. In accordance with the Dealing Policy, the mandate to transport the shipment to PPIPL's Mumbai Factory was given to BMRPL. The Contract explicitly states that AMSPL shall only transport Kikeh oil with an API of 35 degrees. (Exhibit -A)
- VI. As per the Contract, each shipment costs USD 31,160,000 including tariffs to be paid by PPIPL to AMSPL upon the receipt of every shipment. The Contract provided a performance window of 50 days to AMSPL for each shipment.
- VII. The initial three shipments were delivered as per the terms of the Contract. The quality of the Kikeh oil, possessing an API of 35 degrees, adhered to the prescribed standards, and the deliveries were executed within the stipulated time frame. PPIPL duly remitted the agreed-upon amount as per the contract for these deliveries to AMSPL.
- VIII. For the fourth transaction, AMSPL enlisted an alternative transporter to BMRPL i.e. TransSwift Logistics Pvt. Ltd. ("TSLPL") for delivering 445,000 oil barrels at the Mumbai factory, a clean bill of lading was issued by the carrier TSLPL to AMSPL and carrier diligently carried the oil barrels throughout the voyage and transported the barrels to the Mumbai Factory. However, the Kikeh oil barrels as received by the PPIPL in the fourth shipment significantly deviated from the agreed-upon standards between the parties.
- IX. Similarly for the fifth transaction, AMSPL again enlisted the alternative transporter, TSLPL for delivering 445,000 oil barrels at the Mumbai factory, and a claused bill of lading was issued by the carrier TSLPL to the AMSPL. Further, owing to modest changes in weather conditions throughout the voyage, the delivery of the oil barrels to the Mumbai factory was delayed.

- X. The issues in delivery of fourth and fifth transactions, came as a shock to PPIPL. PPIPL served a “Dispute Notice” on 05.08.2022, to AMSPL seeking their response and clarifications concerning the issues of the fourth and fifth transactions. PPIPL also sought compensation and damages from AMSPL for the issues in the fourth and fifth transactions. Nevertheless, AMSPL failed to respond to PPIPL’s requests for dialogue and resolution.
- XI. Consequently on 17.08.2022, PPIPL issued a contract termination notice (Exhibit-B) along with an Arbitration Notice dated 17.08.2022, initiated arbitration proceedings and designated Mr. Vipin Asari as its arbitrator to represent its interests. In response to the initiation of arbitration, AMSPL appointed Dr. Robert Zane as its arbitrator and Mr. Daniel Hardman as legal counsel as the said arbitrators couldn’t agree on the presiding arbitrator, the apex court appointed Ms. Donna Paulson as the presiding arbitrator.
- XII. During arbitral proceedings, PPIPL sought the performance of the 4th and 5th transactions or compensation in lieu of AMSPL. In its defense, AMSPL asserted that any discrepancies in the oil barrels are within the purview of TSLPL and contested the termination of the contract by the PPIPL. AMSPL further sought payments for the 4th and 5th transactions along with interest.
- XIII. The arbitration proceedings were concluded on 16.11.2023. The arbitral award dated 30.11.2023, without the stamping, was passed in favor of AMSPL, granting them Payment for the fourth and fifth shipments totaling US\$ 62,320,000, along with interest @ 24% and costs of arbitration. Additionally, a supplementary bracket of compensation, equivalent to one-fourth of the remaining amount, was awarded because of the termination of the contract by the PPIPL. The Arbitral Tribunal rejected all the claims of PPIPL and held the following:
[Relevant Extract]
“The contract obligates, AMSPL must guarantee the quality and quantity of the commodity delivered from their end; nevertheless, in these instances, TSLPL is at fault rather than AMSPL”.
- XIV. After the passing of the award, PPIPL came to know from its reliable sources about certain facts about the Hon’ble arbitrator appointed by AMSPL, Dr. Robert Zane, which weren’t disclosed by him before. Thereby, PPIPL sought clarification from him via email, to which he asserted his innocence. (Exhibit-C)
- XV. PPIPL immediately moved to the court to challenge the award, inter alia, on the ground that the arbitrator appointed by AMSPL, had potential conflict of interest owing to the following reasons:
1. Dr. Robert Zane's law firm represented AMSPL, Apex Maritime Solutions, in proceedings before the Indica Commercial Court on 22nd April 2019, concerning a separate contract. thereby raising concerns about his impartiality in the arbitration proceedings.
 2. Dr. Robbert Zane and Mr. Daniel Hardman share a professional relationship, having both served as speakers at various arbitration institutional conferences.

Note: All the laws of Indica are pari-materia to that of India and this proposition is a work of fiction. Any events or names mentioned if coinciding with real-life events is pure coincidence.
Kalaysia is a signatory to the United Nations Convention on Contracts for the International Sale of Goods.

ISSUES RAISED:

1. Whether the setting aside application is maintainable before the court?
2. Whether the court has jurisdiction to entertain legal proceedings against the TSLPL?
3. Whether the court has jurisdiction to entertain legal proceedings against the arbitrator appointed by AMSPL, namely, Dr. Robert Zane?
4. Whether the arbitral award dated 30.11.2023 as given by the Hon’ble Arbitral Tribunal should be set aside?

DME NATIONAL MOOT COURT COMPETITION 2024

EXHIBIT - A

LONG-TERM CONTRACT FOR SALE

BUYER

PETROPRIME INNOVATIONS PVT. LTD.

Kavi, Kumbai,
Kaharashtra, 110084
(Hereinafter referred to as "Buyer")
And,

SELLER

APEX MARITIME SOLUTIONS PVT. LTD.
Kabah, Kalaysia (Hereinafter referred to as "Seller")

Date: 1st January 2022

This Agreement ("Contract") is executed on January 1, 2022, by and between **PETROPRIME INNOVATIONS PVT. LTD.**, a legally registered and incorporated company under the jurisdiction of Kaharashtra, with its registered office located at Kavi, Kumbai, Kaharashtra, 110084 (Hereinafter referred to as the "Buyer"), and **APEX MARITIME SOLUTIONS PVT. LTD.**, a company duly registered under the laws of Kalasia, corporate and registered office situated in Kabah, Kalaysia (referred to hereinafter as the "Seller")
The parties agree to trade the mentioned commodity on the following terms and conditions:

• **CLAUSE 1: COMMODITY**

- 1.1 Commodity Name: Kikeh Oil
- 1.2 API: 35 degrees
- 1.3 Country of Origin: Kalaysia
- 1.4 Seller: Apex Maritime Solutions Pvt. Ltd.

• **CLAUSE 2: QUANTITY AND DELIVERY PERIOD**

- 2.1 Contract Period: January 2022 to December 2024
- 2.2 Number of Shipments: A total of 22 shipment
- 2.3 Quantity Per Shipment: 445,000 barrels
- 2.4 Performance Window: 50 days at the Seller's discretion

• **CLAUSE 3: SPECIFICATIONS OF KIKEH OIL AND PRICE**

- 3.1 The Kikeh oil should be of high quality with an API of 35 and comprising 0.1% sulfur.

• **CLAUSE 4: PAYMENT**

- 4.1 The Buyer shall pay an amount equivalent to US\$ 31,160,000 for each transaction after the seller delivers the commodity as specified in the contract.

4.2 The agreed Final Price of 22 shipments is hereby established at US\$ 685,520,000.

4.3 Subject to the aforesaid and hereinafter mentioned clauses and Sub-clauses, The Buyer's obligation to make payment under this Contract is absolute and unconditional, and the Buyer shall not withhold or delay payment for any reason, including disputes or claims arising under this Contract.

• **CLAUSE 5: SHIPMENT AND DISCHARGING TERMS**

5.1 The seller undertakes for each shipment, 445,000 barrels Delivered at Place, Kumbai Factory*, Incoterms® 2020

5.2 The Seller shall, pursuant to the terms of this Contract, arrange for the shipment of the contracted commodity.

5.3 The Parties agree that standard PVC tarpaulin shall be used by the Seller during the shipment, ensuring the proper protection and preservation of the commodity throughout the transportation process.

5.4 The Seller shall promptly notify the Buyer of any circumstances that may impact the agreed- upon shipment schedule, allowing the Parties to discuss and agree on appropriate adjustments, if necessary.

• **CLAUSE 6: BILL OF LADING**

6.1 Upon loading of the contracted commodity onto the vessel at the loading port, the shipper shall forward a clean bill of lading to the shipper in accordance with the terms and conditions outlined in this Contract.

• **CLAUSE 7: TERMINATION**

7.1 Either party can terminate the contract by giving 30 days' notice without stating a reason whatsoever.

7.2 If either Party commits a breach of any provision of this Contract, the non-breaching Party may issue a written notice to the defaulting Party, specifying the nature of the breach and demanding its remedy. The defaulting Party shall have ten (10) working days from the receipt of such notice to remedy the breach. If the breach is not remedied within the specified period, the non- breaching Party may, at its option: Terminate this Contract immediately by providing written notice to the defaulting Party, or; Pursue any other legal remedies available under applicable law.

7.3 In the event of a Party's insolvency or a breach of a material obligation that is not capable of remedy, the other Party may terminate this Contract by issuing a notice with immediate effect.

7.4 In case of a claim, the Seller or the Buyer shall be liable to pay the opposite party for all actual damages, expenses, or additional charges incurred, against sufficient proof of having borne such expenses, unless expressly waived by the other party to this contract.

• **CLAUSE 8: DISPUTE RESOLUTION**

8.1 In the event of any dispute, controversy, or claim arising out of quality, quantity, and/or delivery of the commodity as well as incidental and ancillary matters pertaining thereto, the Parties agree to resolve the matter through mutual negotiation and consultation.

8.2 If the parties are unable to resolve the Disputes amicably within 14 days of service of dispute notice, the parties shall refer the dispute to the arbitration as per the Arbitration and Conciliation Act, 1996.

8.3 The tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator, and the nominated arbitrators shall appoint the presiding arbitrator. In case of failure to agree on the presiding arbitrator, the presiding arbitrator shall be appointed by the Supreme Court.

8.4 The seat of arbitration shall be Kumbai, Indica

Buyer: PETROPRIME INNOVATIONS PVT. LTD.

Seller: APEX MARITIME SOLUTIONS PVT. LTD.

DME NATIONAL MOOT COURT COMPETITION 2024

EXHIBIT - B

TERMINATION NOTICE

To,

17.08.2022

The Managing Director

Apex Maritime Solutions Pvt. Ltd.
Kabah, Malaysia

NOTICE OF TERMINATION – CONTRACT BETWEEN PETROPRIME INNOVATIONS PVT. LTD. AND APEX MARITIME SOLUTIONS PVT. LTD.

- I. For the sake of brevity, stating here the shipments made by your company so far, the first three shipments you delivered, were on time and maintained the quality and quantity of the commodity in consonance with the contract. The Fourth shipment, dispatched on 18.05.2022 and scheduled to arrive on 22.05.2022 was on time, however, kikeh oil barrels received did not meet the contractual standards. The Fifth shipment, was dispatched on 08.07.2022 and arrived at Kumbai Factory on 30.07.2022. Also, again the quality of the commodity that arrived was way below the contractual standards.
- II. Further, you failed to give a response and clarifications concerning the issues of the fourth and fifth transactions.
- III. Actions of yours are not in good spirit and co-operation. Therefore, we are constrained to issue you present termination notice with immediate effect.

Managing Director,
Petro Prime Innovations Pvt. Ltd.

DME NATIONAL MOOT COURT COMPETITION 2024

EXHIBIT - C

Correspondences via Email

From: Dr. Robert Zane (robert.zane@gmail.com)

To:

Managing Director,

PetroPrime Innovations Pvt. Ltd. Date:

30.03.2024

RESPONSE TO THE NOTICE OF CHALLENGE OF MY IMPARTIALITY AS ISSUED BY YOUR COMPANY

In response to the Notice of Challenge dated 20.03.2024 issued by the Managing Director of PetroPrime Innovations Pvt. Ltd, I wish to provide the following observations:

1. I would like to clarify that I did not act for Apex Maritime Solutions Pvt. Ltd. in the aforementioned matter, and the involvement was related to another unrelated project many years ago. This historical engagement does not give rise to any conflict or duty of disclosure in the present arbitration proceedings.
2. Regarding the mention of my former partner who retired and subsequently established his law firm, it is important to note that his involvement pertained to the matter in question. However, it is crucial to emphasize that my current firm has not been involved in this matter since my partner's retirement, as the client transitioned to the other firm after his departure.
3. The relationship I have with Mr. Hardman is not indicative of any conflict or the need for disclosure. There is no circumstance arising from this relationship that would compromise my independence or impartiality in the current arbitration.
4. It is pertinent to highlight that my prior relationship with the Apex Maritime Solutions Pvt. Ltd. is unrelated to the present matter, and any award rendered in that context occurred years ago. This historical connection does not affect my ability to adjudicate impartially in the ongoing proceedings.
5. I want to reaffirm my commitment to fulfilling my obligation to conduct this matter independently and impartially. I remain dedicated to ensuring a fair and unbiased resolution throughout the arbitration process.

Thank you.
Dr. Robert Zane.

For easy reference of the moot problem, you may refer the following google drive link:

<https://drive.google.com/file/d/1LuCtSoRvwtIF7G0COuFIHEQ69XsPOaFZ/view>

DME NATIONAL MOOT COURT COMPETITION 2024

MOOT RULES

ADMINISTRATION & GENERAL RULES /COMPETITION GUIDELINES

1. General Rules:

- All the rules of DME National Moot Court Competition, 2024 shall be strictly adhered to. Any deviation from them would attract disqualification or other penalties as decided by the Organizers.
- Decision taken by the Organizers in case of any doubt, dispute, disqualification shall be final and binding.
- Registration will be on first come first serve basis (only limited teams will be approved).
- Participants will have to bear accommodation expenses on their own.
-

2. Date and Venue of the Competition:

The Competition shall be held on 6– 7 April, 2024 (Saturday and Sunday).

Venue: Delhi Metropolitan Education Law School, B-12, Sector 62, Noida-201309, Uttar Pradesh

3. Eligibility:

- Only regular students enrolled in a five-year integrated undergraduate law programme or three-year graduate law programme are eligible to register for the competition.

4. Team Composition:

- Each team shall comprise of maximum of 3 members consisting of 2 speakers and 1 researcher only.
- Teams shall identify the speakers and researcher at the time of Registration. The request for change can only be made with approval of Head of DME National Moot Court Competition, 2024 upon application to the Organizing Committee.
- Participants of only one team from a particular Law College/University/Institute or School would be entertained. In the event, that two teams register from the same Law College/University/Institute or School, the team which first submits the letter signed by the Head/Dean of that Law College/University/Institute or School shall be given preference and registered.

5. Registration and Fee :

The last date for final registration and payment of fee (Rs. 3,500/-) shall be 12th March, 2024, 11:59PM.

All applications must be accompanied by one approval letter through their Moot Court Faculty Coordinator/Dean/Principal/Department Head along with the details of the participating team.

- The format of the Approval Letter is appended at the end of this brochure for reference.
- The students are required to register for the DME National Moot Court Competition, 2024 at the given registration link: <https://docs.google.com/forms/d/e/1FAIpQLSe1Da1rL9kjuWp75oVVg58vCBLtkd35iA6GxTHSHVW2vydacg/viewform?pli=1>
- The scanned copy of the payment receipt should be uploaded in the registration form itself.
- Once the final registration is done, the teams will receive a confirmation email along with their team codes.
- After the allotment of team code, the same must be mentioned in all future correspondence(s) with the organisers. The teams are requested to not display or add the names or logo of their college, University, School, or Institution anywhere in any communication(s) addressed to the organizers or in the memorials/material submitted for the competition. Non- adherence to the stipulated rules will attract severe penalty or disqualification.

6. Payment Details:

Name of Bank	-	HDFC BANK LTD
Branch	-	SECTOR-18, NOIDA
College	-	DELHI METROPOLITAN EDUCATION
Account number	-	50100187447560
Account type	-	SAVINGS
IFSC Code	-	HDFC0001592

7. Rules Regarding Moot Memorial:

a) Submission Guidelines:

- Teams are required to submit a memorial from each side i.e., from the side of Petitioner/Appellant and from the side of Defendant/Respondent.
- Soft copies of the memorial in .pdf format (with file name as Team Code) must be submitted not later than 21st March, 2024 11:59PM IST at the following google form link: <https://docs.google.com/forms/d/e/1FAIpQLSdveQUaEKX0dFJ8Ji9FhZTVUDa0BMS2Jq2EKZDd32QETWzlWA/viewform?pli=1>
- Four Hard Copies of the Memorial (two each for respective side) must be submitted on or before 28th March, 2024 at the following address:
Ms. Gargi Bhatt
Convener, Moot Court Society
Delhi Metropolitan Education,
B-12, B Block Industrial Area,
Sector- 62, Noida, Uttar Pradesh-201301.
- The subject should be mentioned as “DME National Moot Court Competition, 2024” at the top of the Envelope.
- Late submission penalty will attract a deduction of 2 marks per day which in no case shall extend beyond 2 days from the final date of submission.
- Teams are strictly prohibited from mentioning their personal details anywhere in the memorial.
- After submission of memorials, no revision, supplements or additions shall be allowed.

b) Format of Memorial:

Each memorial shall have the following details:

- Cover Page

- Table of Contents
- List of Abbreviations
- Index of Authorities
- Statement of Jurisdiction
- Statement of Facts (Not exceeding 2 page)
- Issues Raised
- Summary of Arguments (Not exceeding 3 page)
- Arguments Advanced (Not exceeding 20 page)
- Prayer (Not exceeding 1 page)

c) Cover Page:

The following details should be there on the cover page and nothing else:

- Team code on the top right-hand corner of the cover page
- Name and place of the forum
- Name of the parties and their status
- Memorial submitted to...
- Counsel Appearing on Behalf of Petitioners/Respondents
- The cover page of the memorial on behalf of the Petitioner/Appellant shall be in BLUE, and the Respondent shall be in RED.

d) Content Specification:

The following content specification must be adhered to:

- | | |
|----------------------------------|---------------------------|
| ● Language | - English |
| ● Font and Size (Body) | - Times New Roman, 12 pts |
| ● Line Spacing (Body) | - 1.5 lines |
| ● Font and Size (Footnotes) | - Times New Roman, 10 pts |
| ● Line Spacing (Footnotes) | - Single line |
| ● Page Margins | - 1 inch on all sides |
| ● Page Limit (i) Entire Memorial | - 30 pages maximum |
| (ii) Body of Arguments | - 20 pages maximum |
| ● Paper Specification | - White A4 Size Paper |
| ● Body of the Memorial | - Justified |
| ● Citations | - Blue book 20th edition |

Note: Pages should be numbered at the bottom and spaced in the middle of each page of the memorial.

e) Evaluation of Memorials

1.	Presentation of Facts & Law	10 marks
2.	Ingenuity and Logical Reasoning	20 marks
3.	Interpretation of Law	20 marks
4.	Extent and use of Authority	20 marks
5.	Relief Sought	10 marks
6.	Format and Citation	10 marks
7.	Grammar & Style	5 marks
8.	Adherence to the Guidelines	5 marks
	TOTAL MARKS	100 marks

8 Language:

The official working language of the DME National Moot Court Competition, 2024 shall be English.

9 Dress Code:

- Inside the Court Room, participants shall be in formal wear only. However, robes or collar bands are not allowed.
- Female participants are required to wear either a full suit comprising of black formal blazer and trousers, full sleeved white shirts or white kurta, black bottom wear, black blazer/over coat with formal foot wear.
- Male participants are required to wear a full suit comprising of black formal blazer and trousers, full sleeved white shirts, black tie and formal foot wear.

10 Identification of Participating Team:

- Each team will have a team code and each participant shall be given an individual code.
- Disclosure of identity of the parent/college/institution/university shall be made only in the registration form. Disclosure at any other point of time during the competition shall be liable for penalty which includes disqualification.

11 Anonymity

Participants shall not disclose their names and the identity of their respective college/institution/organization at any time before the award of the ceremony. The individual code and the team code shall be the sole source of identity of the respective teams throughout the competition. Any disclosure against this rule shall invite penalty including disqualification.

12 Disputes and Clarifications

- Regarding the results of the DME National Moot Court Competition, 2024 the decision of the judges and the organizing committee shall be final and binding.
- Any clarification regarding the problem may be submitted via the following google form: https://docs.google.com/forms/d/e/1FAIpQLScYUoaGxWebnVjEtwIRHd6wXBBxmuLh05rrKJSUgD_BRqISpg/viewform?pli=1
- The last date for seeking clarification is 13th March, 2024.
- The date for release of clarifications is 16th March, 2024.

13 Inauguration and Draw of Lots

The formal inauguration and draw of lots of the DME National Moot Court Competition, 2024 shall be held on 6th April, 2024 along with the exchange of memorials.

14 Structure of The Competition

Preliminary Round
Quarter- Final Round
Researcher's Test
Semi- Final Round
Final Round

Preliminary Round: In the Preliminary Round, the teams shall be given the opportunity to argue from both the sides. Each team will get a total of 20 minutes to present their case during the rounds followed by 2 minutes per team for a rebuttal or sur-rebuttal. Rebuttals and sur-rebuttals are limited to issues raised in the arguments raised during the oral rounds by the opponent teams. The top eight teams from the preliminary rounds on the basis of the combined scores in the said rounds will qualify for the quarter finals.

Quarter Round: In the Quarter Round, the teams shall be given the opportunity to argue from both

the sides. Each team shall be given only 20 minutes to present their case, followed by 02 minutes per team for a rebuttal or sur-rebuttal . On the basis of score, four teams shall be selected for Semi Finals Round.

Researcher's Test: The Researcher's test will be held on 7th April, 2024. The test will consist of multiple choice questions based on the moot proposition and relevant legal provisions. Only the researcher in each team is permitted to participate in the researcher test. The test will be conducted only once and failure to appear in the test will result in disqualification from the researcher's test.

Semi Finals: In the Semi Finals the decision shall be on the basis of 'knockout'. Accordingly, two teams shall reach to the Final Round. Each team shall be given 30 minutes to argue their case, followed by 5 minutes per team for a rebuttal or sub-rebuttal.

Final: Each team shall be allotted 30 minutes to present their case including the rebuttals.

Important Note:

- All four stages of the competition shall be held in **Offline Mode**.
- The division of time is left to the discretion of the team members subject to the maximum of 12 minutes for one speaker in the Preliminary round, 20 minutes in Semi Finals and 20 Minutes in the Final.
- In case any speaker continues to speak after the allotted maximum time, the additional time that has been used, will be deducted from the time allotted to the other speaker and there will be some penalty marks also as per the discretion of the Judges.

15 Miscellaneous

The organizing committee deserves the right to amend and modify, change or repeal any of the competition rules at any stage.

16 Queries

Teams can contact the organizing committee via email at mootcourt@dme.ac.in or contact Ms. Vaishnavi Srivastava, Faculty Coordinator at Mobile no. 7292071912.

17 Evaluation of the Oral Presentation

Evaluation of oral Round shall be adjudged on the following criteria:

1.	Organizing and presentation of facts	10 marks
2.	Application of legal principles	20 marks
3.	Depth of Research	10 marks
4.	Articulation of Issues	10 marks
5.	Response to questions posed	10 marks
6.	Use of authorities and precedents	20 marks
7.	Time Management	10 marks
8.	Court Etiquettes	10 marks
	TOTAL MARKS	100 marks

18 Scouting

- Teams will not be allowed to observe or sit in the oral round of any other team till the time the team is declared to have advanced to the next round. Scouting is strictly prohibited. Scouting by any of the teams will result in disqualification.
- Any team can file a written complaint with the organizers regarding a case of scouting. The decision of the organisers will be final.
- The researchers shall sit with the speakers at the time of oral round and shall not attend the court sessions of any other team participating in the competition.

Chief Patrons



Mr. Vipin Sahni
Chairman



Ms. Kiran Sahni
Chairperson



Mr. Aman Sahni
Vice-Chairman



Hon'ble Mr. Justice Bhanwar Singh
Director General (Former Judge,
Allahabad High Court)

Advisors



Prof. (Dr.) Ravikant Swami
Director DME



Prof. (Dr.) Rajinder K Randhawa
Academic Co-ordinator
DME Law School

Convenor



Ms. Gargi Bhatt
Assistant Professor



Ms. Vaishnavi Srivastava
Assistant Professor

Co-Convenors



Ms. Anushka Ukrani
Assistant Professor



Mr. Abhishek Dwivedy
Assistant Professor

Student Body

Student Convenor:
Ms. Mitakshara Kapoor
+91 8171811126

Student Co-Convenors
Mr. Anurag Tiwari
+91 8468012020

Mr. Parth Agarwal
Mobile no. +91 9315782090

GLIMPSES OF THE PREVIOUS MOOT COURTS



**CCI DME National Moot Court
Competition
2023**



**CCI DME National Moot Court
Competition
2023**



**DME, Inter National Moot Court
Competition
2022**



**DME, National Moot Court
Competition
2021**



**DME, National Moot Court
Competition
2019**



**DME, National Moot Court
Competition
2018**

Note: A musical evening is also scheduled at the completion of events on the first day of the competition i.e., 6th April 2024 for which participation from the competing teams will also be entertained.

Contact Information: Email: mootcourt@dme.ac.in

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Mr. Parth Agarwal
Mobile no. +91 9315782090

EMINENT DIGNITARIES @DME



Hon'ble Mr. Justice Dipak Misra
Former Chief Justice of India



Hon'ble Mr. Justice K.G. Bala Krishnan
37th Chief Justice of India and
Former Chairperson, NHRC



Hon'ble Mr. Justice Kurian Joseph
Former Judge
Supreme Court of India



Hon'ble Mr. Justice Arijit Pasayat
Former Judge
Supreme Court of India



Hon'ble Ms. Justice Gyan Sudha Misra
Former Judge
Supreme Court of India



Hon'ble Ms. Justice Indira Banerjee
Former Judge
Supreme Court of India



Hon'ble Mr. Justice Swatanter Kumar
Former Judge, Supreme Court of India
Former Chairperson, NGT



Hon'ble Mr. Justice Pradeep Kumar Srivastava
Chairman
Uttar Pradesh Law Commission



Hon'ble Mr. Justice Adityanath Mittal
Former Chairman
Uttar Pradesh Law Commission

OUR PARTNERS



DELHI METROPOLITAN EDUCATION, NOIDA
DME NATIONAL MOOT COURT COMPETITION, 2024
6th-7th April, 2024 (Saturday-Sunday)

APPROVAL LETTER
(To be filled in Block Letters)

I. PARTICIPATING UNIVERSITY/COLLEGE DETAILS

Name of University/College _____

Address: _____

Name of Dean/HOD _____ Telephone No: _____

Email: _____

Contact Person (A member of the team to whom all communication related to the competition shall be made)

Name: _____ Phone _____

Email Address _____

II. TEAM DETAILS

a) Details of Speaker 1

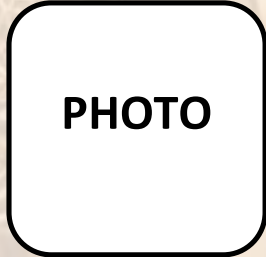
Name: _____

Father's Name _____

Gender: _____

Course: _____ Year/Semester: _____

Mobile No: _____ Email: _____ Sign _____

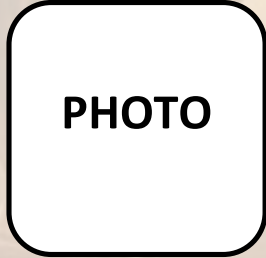


b) Details of Speaker 2

Name: _____

Father's Name _____

Gender: _____



DME NATIONAL MOOT COURT COMPETITION, 2024

Course: _____ Year/Semester: _____

Mobile No: _____ Email: _____ Sign _____

c) Details of Researcher

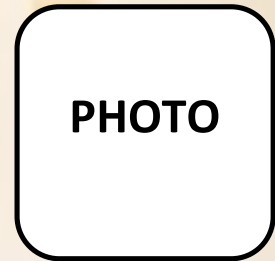
Name: _____

Father's Name _____

Gender: _____

Course: _____ Year/Semester: _____

Mobile No: _____ Email: _____ Sign _____



DECLARATION BY THE TEAM MEMBERS

We hereby certify that the information given by us is true and complete in all material respect. We also undertake to abide by the Rules and Regulations of the Moot Court competition.

Signature of Speaker 1

Signature of Speaker 2

Signature of Researcher

DECLARATION BY THE INSTITUTION

We hereby allow the aforementioned students to participate in the DME National Moot Court Competition, 2024.

Date: _____

Seal and Signature of Dean/HOD