



1st JUSTICE A.S. ANAND MEMORIAL NATIONAL AGREEMENT DRAFTING COMPETITION- 2021

Organized by-

**LUCKNOW UNIVERSITY PLACEMENT & INTERNSHIP
COMMITTEE,**

FACULTY OF LAW,

UNIVERSITY OF LUCKNOW,

LUCKNOW

ABOUT THE FACULTY

Faculty of Law, University of Lucknow has been pioneer legal institution of India. It was established in 1921 with three teachers. Mr. Jag Mohan Nath Chak was its first Dean. The real architect was Prof. R.U. Singh who with great zeal and enthusiasm organized teaching and research in the faculty in a systematic way. He held the office of Dean, Faculty of Law till 1956. He also structured the Law Faculty of Delhi and Banaras Hindu University (BHU). The distinction goes to him that he drafted the Constitution of Nepal. Dr. V.N. Shukla, the well known authority of Constitutional Law was the first LL.M. of the University. His book on Indian Constitution is still an authoritative Volume. Mr. A.T. Markose was the first LL.D. of the faculty. He also held the office of Director, Indian Law Institute and was a member of Administrative Tribunal, International Court of Justice. The Faculty has produced many distinguished personalities including Dr. Shankar Dayal Sharma, former President of India, Shri Ram Krishna Hegde, former Chief Minister of Karnataka, Mr. Surjeet Singh Barnala, the Governor of Uttrakhand and Mr. N.K.P. Salve. Similarly, Dr. Justice A.S. Anand, Former Chief Justice of India and Mr. Justice Saghir Ahmad, Mr. Justice Brijesh Kumar of the Supreme Court and there are 20 sitting High Court Judges at High Court of Judicature at Allahabad. Prof. Balraj Chauhan, Prof R.P. Singh, Prof SK Singh had been the Vice chancellors in various Universities. Faculty of Law has been organising “Dr. V.N. Shukla Memorial Lecture” on one of the contemporary topics during March every year for the first four consecutive years. Legal luminaries Prof. Mool Chand Sharma, Prof. RK Mishra, Ex Vice-Chancellor, DDU Gorakhpur University, Dr. Brijesh Kishore Sharma, Ex Chairman, Copyright Board, New Delhi. Prof M.P. Singh, Vice-Chancellor, NUJS, Kolkata and recently on 09th April 2011, Hon'ble Mr. Justice Markandey Katju, former Judge, Supreme Court of India, Dr. Justice A.S. Anand, Ex- Chief Justice of India have so far delivered enlightening thought provoking lectures in the series. Faculty of Law also organizes a Refresher Course in Law in 2012 with the help of Academic Staff College, University of Lucknow. The students of Law Faculty participated in various National and International Moot Court Competition of repute and have won accolades. Students participated in Lui-Brown John Marshall Moot Court Competition, Chicago USA, 2009. The students won Best Memorial and Spirit of Surana Award at Surana & Surana Moot Court Competition held at NLU, Assam in 2012. The students also won accolades in K.K. Luthra Moot Court Competition. The graduating students have been successfully placed in leading Law Firms, Multinational corporations & judicial services. Some students are also pursuing Master's programme in prestigious institutions like Yale, Cambridge, and University College of London etc.

ABOUT JUSTICE A.S. ANAND

Justice Anand completed his studies from GGM Science College Jammu (erstwhile Prince of Wales college), Lucknow University, and University College London, and enrolled as an Advocate at the Bar Council on 9 November 1964. Having practised in Criminal Law, Constitutional Law, Election Law at the Punjab and Haryana High Court, he was appointed as Additional Judge, Jammu and Kashmir High Court from 26 May 1975. He became the Chief Justice, Jammu and Kashmir High Court on 11 May 1985 and transferred to the Madras High Court on 1 November 1989. He was appointed a Judge of the Supreme Court of India, on 18 November 1991.

On 17 February 2003, he took over as the Chairperson of the National Human Rights Commission and was succeeded by Justice Rajendra Babu on 2 April 2007. On February, 2010, he was appointed as chairman of a five-member committee set up to examine the safety aspects of the Mullaperiyar Dam in Kerala. The panel submitted the report on 25 April 2012. He was unanimously elected President of the International Institute of Human Rights Society in 1996. In 1997, he became the first Indian to be awarded the Fellowship of University College London, his alma mater. Anand was nominated as the Executive Chairman of the National Legal Services Authority (India), a statutory body, with effect from July 1997 in recognition of his contribution to legal aid for the poor. He was also unanimously elected Honorary Bencher of the Inner Temple this year. He is the author of the book, The Constitution of Jammu and Kashmir - Its Development and Comments. On 26 January 2008, Anand was honoured with the Padma Vibhushan, the second highest civilian award in India

OUR PATRONS

**Prof. Alok Kumar Rai,
Vice Chancellor,
University Of Lucknow**

**Prof. C.P. Singh,
Head & Dean,
Faculty of Law,
University of Lucknow**

ABOUT THE ORGANISING COMMITTEE

**Prof. Mohd. Ahmad
Director,
Lucknow University Placement and Internship Committee,
Faculty of Law,
University of Lucknow,
Lucknow**

**Mr. Saksham Agarwal
(Convenor)**

**Rishabh Chauhan
Himanshu Singh
Sirachi Gupta
Urmika Pandey
Vagisha Patel**

ABOUT THE COMPETITION

The Competition on the basis of the information seeks to engage with the community of law students in India to promote the art of modern legal drafting. This aims at providing opportunities to the students to initiate research about legal certainties and further the skills of drafting.

ELIGIBILITY

- The Competition shall be open for the students currently pursuing their Bachelor's Degree in law i.e. 3-Year LL.B. course or 5-Year LL.B. course from any recognized university/college in India.
- There is no restriction on the number of entries from any college or university.

SUBMISSION GUIDELINES

1. Participants may register individually or in a team of two (2).
2. The agreement shall be drafted on the basis of the Problem

Statement.

3. The agreement shall be drafted in English language only.
4. The agreement shall not exceed more than five (5) A4-sized typewritten pages, excluding the cover page and the signature page. Five (5) marks shall be deducted as penalty for each page exceeding the page limit.
5. The document containing the agreement shall not reveal the identity of the participants, in any manner whatsoever.
6. Soliciting assistance from industry professionals with or without consideration is strictly prohibited.
7. Formatting: Font style – Times New Roman, font size – 12, line spacing – 1.5, justified alignment, paragraph spacing - 0 pt. before and after, 1 inch margin on all sides.
8. Participants are encouraged to use modern agreement drafting techniques that focus on the use of plain English.
9. Submissions shall be made in .doc or .docx format only.

10. Submissions shall be made by sending an email to luplacementcommittee@gmail.com with the subject “Submission for Agreement Drafting Competition: [Team Code]”.
11. Clarifications on the Problem Statement shall be sent to luplacementcommittee@gmail.com with the subject “Clarifications on the Problem Statement: [Team Code]”.
12. For further query, feel free to contact on:

Urmika Pandey: 6394073279

Rishabh Chauhan: 7379925555

Himanshu Singh: 7068524505

MARKING CRITERIA

PARAMETER	MAXIMUM MARKS
Comprehensive understanding of the Problem Statement, responsiveness to client's needs and interests, and identification of issues	30
Understanding of applicable law	20
Creativity	20
Plain language and cogent usage of words	10
Structure and coherence between clauses of the agreement	10
Formatting	10
TOTAL	100

REGISTRATION

- Participants shall register themselves for the Competition by submitting the following form: [click here](#)
- Registration Fee: **Rs. 50/- (Individual Participation); Rs. 100/- (Team Participation)**
- Payment shall be made on 6394073279 through google pay or phonepe.
- A Team Code shall be assigned to each individual participant / participant team, as the case may be, after the successful completion of registration.

PRIZE

- Cash Prize & Certificate of Merit for Winner and Runner up.
- Participation Certificate for all.

IMPORTANT DATES

- Release of Problem Statement: **July 27, 2021**
- Last date for registration: **August 25, 2021**
- Last date for seeking clarifications on the Problem Statement:
August 25, 2021
- Release of clarifications (if any): **August 26, 2020**
- Submission deadline: **August 31, 2021**
- Declaration of Results: **September 11, 2021**

PROBLEM STATEMENT

1. TCSL is a Kapan based, leading developer of secure and reliable drones targeted for high efficiency and endurance. It aims to expand its market beyond Kapan primarily in Scindia. Kapan wants to ensure sustainable supply chain for drones in emerging economies and will support companies through funding, providing technology and by upgrading skills of local engineer.
2. RRC Venture is well known for providing scientific and technological development in Scindia by partnering with different companies of the world. The RRC Venture wants to develop first drone manufacturing unit in the state of Sikandrabad, Scindia. With the motto of making Scindia Self-Reliant
3. The Unmanned Aircraft Systems is an emerging area in Scindia. The Scindian Government has junked its three-month-old drone policy following industry complaints of mandating a plethora of approvals and clearances and come out with a radically liberalized set of draft rules that pave the way for drone taxis- which will require drone ports – and

dedicated corridors for cargo deliveries.

4. Series of meetings took place between both the companies along with several telephonic exchanges with respect to the drone development units in Scindia.
5. You are an associate at a Tanglore-based law firm and RRC Venture is your firm's client. RRC has approached your partner for advice on a proposed transaction and requires you to draft an agreement for the same.

The Deal

1. TCSL & RRC Venture are coming into the agreement for four (4) years and can be cancelled at the instance of any party by giving a six (6) months' notice.
2. The initial investment in the drone manufacturing unit is of 3.6 million dollar. The total investment in this project will be of 1 billion dollar
3. RRC Venture requires 3-4 setup of Drone processing unit in different parts of Scindia namely Sikandrabad, Tanglore, Mirzabad, Dholakpur.

4. The first plant will be set up in Sikandrabad within six months of coming into the agreement.
5. The cost of transportation will be borne by RRC Venture, and TCSL will not be liable for any damages that happen during the time of transportation. However, if RRC Venture chooses that TCSL should also undertake the transportation operation, Rivendell may agree on the in-lieu of additional cost.

Client's Instructions

While your client has agreed to the above mentioned deal, it has concerns regarding a few issues. The major concerns have been listed below:

1. Your client wants to make it clear that after this agreement TCSL will own all the patent rights of technology involved in setup of drone manufacturing unit.
2. TCSL undertakes to provide a substitute supplier company's name in the agreement in case it fails to discharge its

obligations under the agreement. However, your client wants you to diligently incorporate this clause in the agreement because TCSL may name any of its group companies as the substitute. This can adversely affect your client's position in case the failure is due to persistent losses and consequent insolvency proceedings against TCSL, as the assets of all group companies may be attached for the purposes of corporate insolvency resolution.

3. Your client wants you to incorporate a wide force majeure clause in the draft that includes COVID-19-like situations in its ambit.
4. Your client wants you to draft the damages clause in a manner that also considers the Goods and Services Tax (GST) applicability on the payment of damages (if occurs).
5. TCSL will send team of 05 Senior Engineers to teach our Engineers about the technology and process.
6. Your clients also wants to ensure that the technology once received shall be subject to discretion of the RRC Venture. It can share the know-how with any other institution without any

limitation. We must receive the step-by-step instruction of the process along with assistance from their research and development team. It would be great if we secure assistance their top officials working at different stages of this process.

7. Your client also wants to ensure that dispute resolution is always subject to an arbitration proceeding.

Partner's Suggestion

1. Since the manufacturing plant is being constructed specially for the project at hand, a termination clause assumes relevance in the agreement, since the constructed plant and ancillary assets would be disposed of at the time of termination of the agreement.
2. The partner suggests you to incorporate a clause for disposing of transferring the assets in the manufacturing plant after the completion of the agreement period.
3. Draft the 'quantum of damages clause' in such a manner that

it calculates the amount on the basis of time period of delay in supplying a consignment and lump sum yearly damages on the basis of the number of times the supplier provides delayed supply in a year.

4. The position in GST law is disputed because payment of damages may be considered as a consideration for providing service of “tolerance of breach” where the party against whom the breach has been committed is the service provider and the party in breach is the recipient of service. Tolerating an act or omission is a taxable supply of service under GST law.

(The laws of Scindia and Kapan are *pari materia* with those of India & Japan respectively.)