

## VII GD Goenka- CIArb (India)

## International Commercial Arbitration

## Moot Competition, 2025

*IP Arbitration- Pharmaceuticals Sector*

**14<sup>th</sup> - 16<sup>th</sup>**  
**February, 2025**

*PRIZES WORTH*  
*INR 4,40,000 (5,515 USD)*



# Letter of Invitation

To,

The Registrar/Dean/Principal/HOD,

We are thrilled to extend a warm invitation to the 7th Edition of the GD Goenka - CI Arb (India) International Commercial Arbitration Moot Competition, taking place from February 14-16, 2025. This year's competition promises to be an exceptional experience for aspiring advocates, organised in collaboration with the Chartered Institute of Arbitrators (CI Arb), India. Together, we have designed an event that brings the best and brightest together to sharpen their skills in International Commercial Arbitration—a field that grows more exciting and essential each year.

We are delighted to announce a Professional Certificate in Commercial Arbitration, an APCAM Certified Training Program conducted by IIAM, which will be awarded to all winners! Upon successful completion, participants will be qualified as "IIAM Panel Arbitrators."

At GD Goenka University, we take pride in hosting an event known for its rigour, quality, and collegiality. Last year's edition welcomed over 50 teams from around the globe, demonstrating the reach and reputation of this competition. This year, we are committed to offering an equally enriching experience, where participants can engage with complex, thought-provoking legal issues in a supportive and vibrant environment.

We would be delighted to have your institution join us for this prestigious event, where your team's talents and insights will add to the excitement and intellectual rigour of the competition. Attached is a brochure that provides an overview of the competition, rules and regulations, this year's moot proposition, and additional details about GD Goenka University.

Please consider this a personal invitation to be part of a gathering that values professionalism, learning, and camaraderie. We look forward to welcoming you and your team!

With warm regards,

**Prof. (Dr.) Jayaram Raghunath**

Dean, School of Law

GD Goenka University



# ABOUT GD GOENKA UNIVERSITY

The GD Goenka Group stands as a premier educational institution, renowned for its unwavering commitment to inclusivity and tolerance, creating a community where diversity is celebrated and global perspectives are seamlessly integrated into the academic experience. With over 30 years of excellence in education, the GD Goenka Group has expanded from its first school in 1994 to a vast 60-acre GD Goenka Education City, set against the scenic Aravalli Hills—a testament to its dedication to creating inspiring, world-class learning environments.

At GD Goenka University, we prioritise innovation and adaptability in every aspect of teaching, learning, research, and training, equipping students to become the leaders of tomorrow with a truly global mindset. Our curriculum emphasises entrepreneurial spirit and skill development, ensuring students are prepared to tackle real-world challenges with confidence and creativity. To achieve this, we engage the best faculty—mentors who guide students to think critically, challenge assumptions, and expand their horizons.

Our state-of-the-art facilities include advanced laboratories, fully equipped conference rooms, dedicated video conferencing capabilities, and versatile learning spaces, all designed to foster a student-centred, modern approach to education. At GD Goenka University, interdisciplinary learning is integral, allowing students to explore and connect subjects across various fields, thus broadening their knowledge base and enhancing adaptability.

Through strategic global partnerships and an international perspective, we provide our students with exposure to a truly global education, cultivating their ability to thrive in diverse and dynamic environments. Guided by the principles of ethical leadership and social responsibility, we aim to produce graduates who not only excel professionally but also contribute meaningfully to society.

Finally, GD Goenka University is deeply committed to the holistic development and well-being of each student, supporting not only their academic growth but also their physical, mental, and emotional health. Our facilities and programs are designed to nurture well-rounded individuals prepared to lead and innovate on the global stage.

# ABOUT THE COMPETITION

To elevate the standards of Clinical Legal Education in India, GD Goenka University's School of Law proudly presents the Seventh Edition of the GD Goenka - CIArb (India) International Commercial Arbitration Moot Competition, 2025, to be held on February 14-16. The Moot Court Competition is a cornerstone of our law curriculum, which fosters excellence in advocacy by engaging students in real-world legal problem-solving. This platform allows students to develop essential analytical and critical thinking skills as they interpret complex legal provisions and craft persuasive arguments.

Our Moot Court experience advocates commitment to professionalism, pushing students to understand the decorum and standards expected within the legal field. Collaboration and teamwork are also central, as participants must work cohesively to build and present comprehensive cases. This competition encourages adaptability, building resilience and mental agility to perform under the pressure of rapid questioning.

At the core of this endeavour is our commitment to research and knowledge, equipping students with rigorous research skills and an interdisciplinary approach to law. The GD Goenka Moot Competition serves as a platform that instils ethical integrity and respect for justice, nurturing a generation of future lawyers dedicated to upholding the law with both skill and principles.



## ABOUT THE SCHOOL OF LAW

The School of Law at GD Goenka University is a prestigious institution recognized as one of the top law schools in India by Legal World and Outlook Rankings in 2023 and as the most promising law school in India by the Competition Success Review in 2024. We focus on clinical legal education with an outcome-based approach, offering innovative programs in Cyber Law, AI and Law, Intellectual Property Rights, Arbitration and Mediation, Criminal Law, Corporate Law, and International Trade. Students can pursue contemporary dual specialisations to enhance their education.

Our dynamic teaching environment features expert faculty, real-world insights, and extensive hands-on learning opportunities, including moot court exercises, trial advocacy, client counselling, and live streaming of Supreme Court cases, ensuring practical understanding of the legal system.

# ABOUT THE CHARTED INSTITUTE OF ARBITRATORS (INDIA)

CIArb is an International Centre of Excellence for the practice and profession of Alternative Dispute Resolution (ADR). With a growing membership of over 17,000, it is based across 149 countries and supported by an international network of 42 branches. CIArb provides education and training for arbitrators, mediators, and adjudicators. It also acts as a global hub for practitioners, policymakers, academics, and those in business, supporting the global promotion, facilitation, and development of all ADR methods.

CIArb offers a range of resources, including guidance, support, advice, networking and promotional opportunities, as well as facilities for hearings, meetings, and other events. It is a not-for-profit, UK-registered charity. CIArb is passionate about promoting a harmonious society and helping people and organisations to avoid, manage, and resolve conflict through their global network of over 17,000 members. Through its international communications programme, CIArb seeks to promote greater understanding and use of Alternative Dispute Resolution methods. CIArb works closely with professional organisations throughout the world and involves its local members heavily in its projects and activities.



Chartered  
Institute of  
Arbitrators

**CIArb**

## Indian Institute of Arbitration & Mediation



The Indian Institute of Arbitration & Mediation (IIAM) is one of the pioneering institutions in India, providing institutional Alternative Dispute Resolution (ADR) services, including international and domestic commercial arbitration, mediation, negotiation, and conducting training programmes in ADR. IIAM is a non-profit organisation registered in India, having commenced its activities in 2001.

IIAM is one of the founding members of the Asia Pacific Centre for Arbitration & Mediation (APCAM) and functions as the APCAM Centre in India. IIAM also serves as the first Secretariat of APCAM, which has centres in several countries across the Asia-Pacific region.

The legal and ethical aspects of IIAM are guided and controlled by the IIAM Advisory Board, comprising distinguished and eminent individuals from various fields and chaired by Mr. Justice M.N. Venkatachaliah, former Chief Justice of India. The IIAM Community Mediation Service (CMS) is guided by the CMS Committee, chaired by Mr. Justice K.T. Thomas, former Judge of the Supreme Court of India. The administration of IIAM is overseen by its Governing Council. IIAM is recognised by the Department of Justice, Ministry of Law and Justice, Government of India. It was the first institution in India approved by the International Mediation Institute (IMI) to qualify mediators for IMI certification. IIAM is a member of the Asian Mediation Association (AMA) and the Asia Pacific Regional Arbitration Group (APRAG). Additionally, IIAM is the country representative for India for Mediation World, UK.

# PATRONS



**Mr. Nipun Goenka**  
Pro-Chancellor,  
GD Goenka University  
& Managing Director  
GD Goenka Group



**Mrs. Renu Goenka**  
Chancellor,  
GD Goenka University  
& Vice Chairperson  
GD Goenka Group



**Prof. (Dr.) Kim Menezes**  
Vice Chancellor  
GD Goenka University



**Dr. Lalit Bhasin**  
President of Society  
of Indian Law Firms



**Prof. (Dr.) Jayaram  
Raghunath**  
Dean, School of Law  
GD Goenka University



**Dr. Deevanshu  
Srivastava**  
Associate Dean, School of Law  
GD Goenka University

# KNOWLEDGE PARTNER

## Society of Indian Law Firms



The Society of Indian Law Firms (SILF) is a collective of India's top corporate law firms and the only representative body for law firms in India to date. SILF works to represent the interests of the legal community in general and law firms in particular. It has been actively working towards achieving its goals with the help of all its member firms, numbering more than 100. SILF strives to create an atmosphere that will enable Indian law firms to match the technology, manpower, skill, and infrastructure that most foreign law firms possess. It also serves as a forum for the exchange of ideas and information, as well as a medium for interaction with the government, the judiciary, and the bureaucracy. Since its inception, SILF has amassed a wealth of experience, knowledge capital, and unity and solidarity between competing law firms, which would be difficult for any other entity to match. With the re-launch of its website, SILF intends to push the boundaries, expand its horizons, and work more vigorously in order to fulfil its mission: "protecting, safeguarding, and promoting the interests of law firms in India." SILF also has a Memorandum of Understanding with the Queensland Law Society and sustaining memberships with the International Bar Association (IBA), Union Internationale des Avocats (UIA), LAWASIA, and the Inter-Pacific Bar Association (IPBA).

## BDN Chambers

**BDN** CHAMBERS

Advocates & Consultants

BDN Chambers is a full-service law firm committed to providing comprehensive legal solutions to its clients. The firm operates on a "Clients come first" philosophy, with a mission to offer clients exceptional professional assistance combined with a thorough understanding of their specific needs.

BDN Chambers is dedicated to delivering efficient and cost-effective legal services, emphasising communication, responsiveness, and meticulous attention to detail. The team collaborates closely with clients to understand their objectives, address current issues, and proactively anticipate and mitigate potential challenges.

The firm continually seeks to incorporate new practice areas and opportunities, ensuring it adapts to the evolving needs of clients and the dynamic nature of the legal industry.

# International Centre of Dispute Resolution



INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

The ICDR® -International Centre for Dispute Resolution® - is the international division of the largest arbitral institution in the world, the American Arbitration Association® (AAA®).

Handling more cases than any other international institution—5,000 over the past five years—the ICDR is the foremost provider of global conflict-resolution solutions to businesses and organisations involved in cross-border disputes. Drawing on the AAA's 95+ years of experience, the ICDR administrative system offers a range of international alternative dispute resolution (ADR) services, providing time and cost savings and unparalleled technology, along with vetted and trained arbitrators.

The International Dispute Resolution Procedures have been tried and tested in awards recognised and enforced in jurisdictions around the world. They are pioneers of key rule mechanisms, such as access to an emergency relief arbitrator at the time of filing and mediation conducted concurrently with arbitration. The ICDR embraces a party-centred approach that empowers parties and arbitrators to settle disputes more effectively with a number of ICDR time- and cost-saving options.

The importance of global expertise is demonstrated by its worldwide international roster of hundreds of highly regarded, diverse business professionals, attorneys, and former dignitaries, all specialists in international dispute resolution.



# MEDIA PARTNER

## KNOWLEDGE STEEZ



Knowledge Steez EduHub LLP AA was established in 2012 and has achieved several milestones since its inception. The platform was created to offer career and academic benefits to students in the fields of law, social sciences, remotely located law colleges, and media. Knowledge Steez strives to keep students, researchers, scholars, academicians, and the teaching fraternity updated with academic opportunities to enhance their careers and promote broader information dissemination.

The core aim of Knowledge Steez is to provide training to students and faculty in research, human rights, and allied subjects. Recently registered as Knowledge Steez EduHub LLP AAM 8237, it was founded by Niteesh Kumar Upadhyay and Vivek Kumar Verma, and is currently managed by Mahak Rathee (CEO and Executive Director). Knowledge Steez has signed multiple MOUs with national and international universities and research think tanks, including Pasundan University (Indonesia), ECLER (Romania),

Daffodil International University (Bangladesh), IHMSAW (Bangladesh), and YHRI (Nepal).

Knowledge Steez EduHub provides the following services on a no-profit, no-loss basis:

- Awareness Workshops and Certificate Courses for students of law, media, and management.
- Clinical Legal Education Training for teachers.
- Legal Advisory Services for NGOs addressing various legal issues.
- Organisation of National and International Conferences.
- International Research Support Groups for academicians.
- Training for Legal Aid Clinics.
- Campaigns on human rights, women's rights, and organ donation in India, Bangladesh, Romania, Nepal, Turkey, and Nigeria.
- Support for Colleges in planning national and international academic events as media and knowledge partners.
- Media Law Training for journalism students and faculty.

# FACULTY CONVENORS



**Asst. Prof. Shraddha  
Oberoi**



**Asst. Prof. Sanya  
Kapur Wadhwa**

## STUDENT CONVENORS



**Ms. Dhanvi Kadian**



**Mr. Utkarsh Amrit**

## STUDENT CO-CONVENORS



**Ms. Mariya Khan**



**Mr. Phenil Banerjee**



**Ms. Shreya Dhillon**

# RULES & REGULATIONS

## CHAPTER I

- Short Title and Commencement Definitions
- Interpretation

## CHAPTER II

- Eligibility
- Team Composition Registration
- Clarification
- Anonymity of Teams

## CHAPTER III

- Memorial Guidelines Submission of
- Memorials Assessment of Memorial Rights
- Right over Memorials
- Compendium

## CHAPTER IV

- Dress Code
- Structure of Competition  
Assessment Criterion for Oral Pleadings Penalties
- Certification, Prizes and Awards
- Miscellaneous Provisions

## CHAPTER V

- Moot Proposition

# CHAPTER I

## 1. SHORT TITLE AND COMMENCEMENT

- 1.1 These rules may be called the “GD Goenka-CiArb (India) International Commercial Arbitration Moot Competition, 2025” or “VIIth CiArb, 2025.”
- 1.2 They shall come into force from the date of publication on the official website of the School of Law, GD Goenka University, Gurugram: <http://www.gdgoenkamootcourt.com/>.
- 1.3 The rules are reviewed annually and are subject to change. Reliance should be placed only on the “VIIth CiArb, 2025” rules and not on any previously applicable rules.

## 2. DEFINITIONS

In these rules, unless otherwise stated:

- 2.1 “Bench” refers to the members duly invited by the Institution to adjudge any of the rounds.
- 2.2 “Clarifications” mean explanations published by the Institution regarding the moot problem or queries posed by any competing team within the given deadline.
- 2.3 “Competition” means the GD Goenka-CiArb (India) International Commercial Arbitration Moot Competition, 2025.
- 2.4 “Governing Council” means the student-faculty-staff body appointed for the administration and smooth conduct of the competition, including members conferred with powers on an ad-hoc basis by the Ex-officio Chairperson or Faculty in charge of the Moot Court Association of the School of Law, GD Goenka University.
- 2.5 “Institution” means and includes the School of Law, GD Goenka University, Gurugram.
- 2.6 “Memorial Round” refers to the assessment of memorials submitted by participating teams based on the predefined criteria mentioned in these rules.
- 2.7 “Moot Problem” means a set of facts published by the Institution for the competition.
- 2.8 “Oral Round” refers to the oral pleadings made by participating teams before the Bench, including rebuttals and sur-rebuttals, as per the round requirements.
- 2.9 “Team Code” means a unique code assigned by the Institution to each registered team.
- 2.10 “Team” includes only bona fide representatives of a participating university—State, Central, International, or any other department recognised or authorised to impart law degrees—who have applied and registered for the competition in compliance with these rules.

## 3. INTERPRETATION

- 3.1 The Governing Council reserves the right to interpret these rules as it deems fit to ensure fairness and equality in the competition. Any interpretation shall be conclusive, and the Governing Council's decision regarding the application of the rules shall be final and binding.

3.2 The Governing Council may amend, modify, change, or repeal any rule, provided that such changes are communicated to the teams in due time as part of the “VIIth CiArb, 2025.”

3.3 In case of any conflict, the decision of the Governing Council shall be final and binding.

### **TIMELINE OF THE COMPETITION**

<b>KEY EVENTS</b>	<b>DATE</b>
<b>Final date of Registration</b>	January 15, 2025
<b>Soft Copy Memorial Submission</b>	January 30, 2025
<b>Hard Copy Memorial Submission</b>	February 14, 2025
<b>Last Date for Clarifications</b>	January 25, 2025
<b>The draw of Lots and Memorial Exchange</b>	February 14, 2025
<b>Inaugural Ceremony</b>	February 14, 2025
<b>Preliminary and Quarter Finals</b>	February 15, 2025
<b>Researcher Test</b>	February 15, 2025
<b>Semi-Finals and Finals</b>	February 16, 2025
<b>Valedictory Ceremony</b>	February 16, 2025

# CHAPTER II

## 1. ELIGIBILITY:

- 1.1 Students duly enrolled and pursuing a full time 5 years or 3 years undergraduate law course from India or from a foreign University with law as a major may apply to participate in the GD Goenka-CiArb (India) International Commercial Arbitration Moot Competition, 2025.
- 1.2 Students enrolled and pursuing post-graduate diploma or short-term certificate courses in law are not eligible to apply.
- 1.3 Only One team is eligible to participate from one recognised law school under the above-mentioned criteria.

## 2. TEAM COMPOSITION:

- 2.1 A team shall consist of a maximum of three members that must include two speakers and one researcher.
- 2.2 Any team, intending to change the team composition of the team shall intimate the Organising Committee by sending an e-mail to [arbitrationmoot@gdgoenka.ac.in](mailto:arbitrationmoot@gdgoenka.ac.in). The requested modification will be allowed on the discretion of the Organising Committee.
- 2.3 The Researcher may be permitted to argue as Speaker in case of any unforeseen event, duly notified the Organisers beforehand.
- 2.4 Prior permission of the Organisers of the competition in such cases shall be mandatory. In case the team fails to inform the University, the decision will be final.

## 3. REGISTRATION

### 3.1 General

- 3.1.1 Each team shall register to GD Goenka- CiArb (India) International Commercial Arbitration Moot Competition, 2025 by filing the registration form, in the prescribed manner by January 15, 2025.
- 3.1.2 Registration form Link: <https://forms.gle/63RsmEoEHmZfVxaj9>
- 3.1.3 On receipt of the duly filled registration form the Institute shall respond to the participating team, acknowledging the receipt.
- 3.1.4 After the deadline for the registration expires, the Governing Council shall respond to each registered team, as specified under clause 3.1.1, with a unique team code, which shall be used to identify the teams during the competition.

### 3.2 Registration Fee:

- 3.2.1 The registration fee of the Competition for National Teams and International Teams is provided below. Registration Fee in any case is non-refundable, once paid.

5000 INR	59.25 USD
<b>Accommodation cost</b> – 500/- per person per day. Costs of all meals inclusive. To book a slot kindly fill out the form individually: <a href="https://forms.gle/wjuBUtEHuDPRwPWF9">https://forms.gle/wjuBUtEHuDPRwPWF9</a>	

3.2.2 The registration fee for the GD Goenka- CiArb (India) International Commercial Arbitration Moot Competition, 2025 is to be paid through a UPI. No other payment method shall be accepted.

3.2.3 Any additional charges incurred by the participating Teams while making the transfer are to be borne by the team.

### 3.3 Payment Details:

Name of Beneficiary: G.D. Goenka University

Name of Bank: HDFC Bank

Address: Site No. 2, OCF Pocket, Sector – C, Vasant Kunj, New Delhi- 110070, India

Note: The same QR Code to be used for Registration Fee as well as the Accommodation

Fee: <https://pay.jodo.in/pages/HJFaa7cbgARvcrdj>

E Mail: [accountsgdgu@gdgoenka.ac.in](mailto:accountsgdgu@gdgoenka.ac.in)

### 3.4 Completion of Registration Process:

3.3.1 All teams must upload a scanned copy of the receipt generated on completion of the UPI transfer on the Registration Form. The receipt must contain the reference number after the completion of the transfer of the registration fees.

3.3.2 Registration to VII GD Goenka- CiArb (India) International Commercial Arbitration Moot Competition, 2025 shall be deemed to be confirmed only on completion of all the formalities as specified under clause 3.3.1, any failure, may be treated as withdrawal from the competition and no claim of whatsoever nature shall be entertained thereafter.

## 4. CLARIFICATIONS:

4.1 Clarifications can be sought on any part of the moot proposition. These clarifications are to be sent via e-mail at [arbitrationmoot@gdgoenka.ac.in](mailto:arbitrationmoot@gdgoenka.ac.in) in permit of the assigned deadline.

4.2 It is at the discretion of the Governing Council to decide whether a clarification sought for is valid and to be clarified.

## 5. ANONYMITY OF TEAMS:

5.1 Teams shall not reveal their identity in any form during the Competition, except by the means of their Team Code allotted by the Governing Council.

5.2 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 argument rounds, by any visual or audio means. Teams must

also not make use of or display in any manner whatsoever any logo, pins, badges etc. that indicates the university represented by them.

- 5.3 Any material presented to the Panel, including but not limited to compendium, should be devoid of any identification mark(s)/seal(s) of the Team. If any such mark(s)/seal(s) exist, it must be rendered unrecognisable before being presented to the judges.
- 5.4 Any violation of Rules 5.1- 5.3 shall attract severe penalty or disqualification as determined by the Governing Council. The decision of the Governing Council in this regard shall be final and binding; not subject to challenge.



# CHAPTER III

## 1. MEMORIALS:

### 1.1. General:

1.1.1. Each team shall research into the domain of moot problem, subject to Rules 1.2.2-1.2.5, Chapter III, and prepare a memorial from both sides, namely, Petitioner and Respondent as the case may be.

### 1.2. Format of Memorial:

1.2.1. The memorials are to be submitted in the format prescribed under Rules 1.2.2- 1.2.4., Chapter III. If a team fails to comply with the given format, it may be penalised in the form of deductions from the memorial marks.

1.2.2. The memorials shall contain all of, and only, the following heads, namely-

- Cover Page (It shall include the team code of the team on upper right-hand corner, name of the case, parties on behalf of whom written submissions are made, name of the forum approached for dispute resolution and year. The Cover page of the memorial on behalf of Petitioner shall be in BLUE, and Respondent shall be in RED)
- Table of Contents
- List of Abbreviations
- Index of Authorities
- Statement of Jurisdiction
- Statement of Facts
- Issues Raised
- Summary of Arguments
- Arguments Advanced
- Prayer
- Annexures (If any)

1.2.3. Font and Spacing:

All written submissions shall be typed on A4 size paper in the following format:

- Font type: Times New Roman
- Font Size: 12
- Line Spacing: 1.5 Alignment: Justified Margin: 1 inch (each side)
- No. of pages: 35 pages in total

1.2.4 For Footnotes follow:

- Font Size: 10
- Line Spacing: 1
- Alignment: Justified

1.2.4. Citations:

All teams shall give footnotes by adhering to Blue Book: A Uniform System of Citation (21st Edition).

1.2.5. Plagiarism:

The governing council reserves the right to disqualify a team, at any stage of the competition, if the memorial or any other part thereof, if found to be plagiarised.

## **2. SUBMISSION OF MEMORIALS:**

- 2.1. Each registered team shall submit a soft copy in PDF format (.pdf) of the memorials from both sides, via submitting it on this link: <https://forms.gle/V3UeAHFpBvagRSsy9> on or before January 30, 2025 (11:59 PM IST).
- 2.2. Soft copies of the Memorials shall be submitted on the link and not on the mail, it will not be accepted there.  
The name of the file containing the memorial from the petitioner/s side should be “TC\_XX\_P” (as the case may be). The name of the file containing the respondent/s side should be “TC\_XX\_R”.
- 2.3. Each registered team shall submit 5 hard copies of the memorial from both sides in duly spiralled manner at the registration desk on February 14, 2025 before the commencement of the Inaugural session.
- 2.4. Submissions made after the specified deadline may lead to penalties in the form of deductions from the memorial marks. Every twenty-four (24) hours delay would attract a penalty of ten (10) marks.
- 2.5. Submissions made after the specified deadline will not be considered for the Best Memorial.

## **3. ASSESSMENT OF MEMORIALS:**

Each side of the memorials shall be assessed out of 100 marks, by a team of experts on the predetermined criterion, as specified hereunder:

- a. Identification of Issues and Nature of relief sought (10 marks)
- b. Knowledge of fact and Law (15 marks)
- c. Use of Authorities/Precedents (20 marks)
- d. Argumentation and Clarity of Thoughts (20 marks)
- e. Proper Citation and Correct Format (15 marks)
- f. Grammar and Style Presentation (10 marks)
- g. Originality (10 marks)

## **4. RIGHTS OVER MEMORIALS**

- 4.1. The administering authority of the competition reserves the rights to disseminate and produce the memorials as and when deemed necessary for the purpose of the competition. Submission of the memorials will constitute the team's consent to do the same. The Governing Council will not take any responsibility for the mistakes found in the final submission of the memorials.

## **5. COMPENDIUMS**

- 5.1. The teams can at their own discretion send their compendium, along with their memorials on January 30, 2025 (11:59 PM IST).
- 5.2. If the teams are referring to any books, then the material of the book shall be quoted in the following format “Name of the book/Author/Page number/Paragraph”, and if the teams are referring to any case law, then it shall be quoted in compendium not otherwise.
- 5.3. The compendium will be shared to the judges only via the organising committee.

# CHAPTER IV

## 1. DRESS CODE:

- 1.1. The participants shall adhere to the following dress code while in the courtrooms:
  - a. Ladies: White shirt and black trousers or skirt along with a black blazer.
  - b. Gentlemen: White shirt, black trousers, a black tie, a black blazer and black shoes.

## 2. STRUCTURE OF THE COMPETITION:

### 2.1. GENERAL:

- 2.1.1. The formal commencement of the competition shall be on 14th February 2025.
- 2.1.2. The rounds will be conducted in Offline Mode in the premises of School of Law, GD Goenka University, Delhi NCR, India.
- 2.1.3. The competition shall have two Preliminary Rounds, one Quarter Final Round, one Semi Final Round and the Final Round which will be followed by the valedictory ceremony.

### 2.2. ORAL ROUND:

As per Rule 2.1.2, Chapter IV, the Preliminary Rounds, Quarter-final rounds, semi-final round and final round shall be held.

#### I. PRELIMINARY ROUNDS-

- a) Each team has to argue from the side allotted in the draw of lots i.e., Petitioner or Respondent.
- b) The Petitioners shall be allotted a total of 20 minutes to speak. The Respondent shall be allotted 20-minute arguments. Any extension of time beyond the specified period shall not be allowed. The maximum time for rebuttals for each side shall be 2 minutes which will be included in their allotted time.
- c) The division of time between the speakers is the discretion of the team members, subject to a maximum of 12 minutes for one speaker.
- d) At the end of the preliminary rounds, the top 8 teams will qualify for the Quarter Finals. The top 8 teams will be selected on the basis aggregate scores.
- e) A team shall be credited with a win, if its total marks in the respective session are higher than those of its opponent teams.
- f) In the case of a tie, the total marks of memorial and the preliminary round will be considered. The team with the higher score will advance to the Quarter Finals.
- g) Kindly refer to Chapter V for more related rules.

#### II. QUARTERFINALS-

- a) The Quarter Finals will be a Knock-out round. The top 4 teams, with the highest total scores in these rounds, shall qualify for the semi-final rounds.
- b) The side to be represented by a team shall be determined by way of draw of lots with the teams picking the lots after the completion of the preliminary rounds.

- c) Each team shall get a total time of 20 minutes to present their case and this shall include the time for 'rebuttal' and 'Sur-rebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges. The maximum time for rebuttals for each side shall be 2 minutes which will be included in their allotted time.
- d) The division of time between the speakers is the discretion of the team members, subject to a maximum of 12 minutes for one speaker.
- e) Before the commencement of the round, each team shall indicate to the 'Court Master' as to how they wish to allocate their time.
- f) Kindly refer to Chapter V for more related rules.

### **III. SEMI-FINALS-**

- a) The Semi-Finals will be a knock-out round. The top 2 teams, with the highest total scores in these rounds shall qualify for the Final round.
- b) After the completion of quarter-finals rounds the draw of lots will be conducted which will determine whether the participant will appear as Petitioner or Respondent.
- c) Each team shall get a total of 25 minutes to present their case. This time will include the time for 'rebuttal' and 'Sur-rebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges. The division of time between the speakers is the discretion of the team members, subject to a maximum of 15 minutes for one speaker. The maximum time for rebuttals for each side shall be 2 minutes which will be included in their allotted time.
- d) Before the commencement of the round, each team shall indicate to the 'Court Master' as to how they wish to allocate their time.
- e) Kindly refer to Chapter V for more related rules.

### **IV. FINALS-**

- a) The Final round will be held just after the Semi-Finals. A team will be credited with a win in the Final round if the total marks are higher than those of its opponent team.
- b) Each team shall get a total of 30 minutes to present their case. This time will include the time for 'rebuttal' and 'Sur-rebuttal'. The maximum time for rebuttals for each side shall be 3 minutes which will be included in their allotted time.
- c) The division of time between the speakers is the discretion of the team members, subject to a maximum of 17 minutes for one speaker.
- d) Before the commencement of the round, each team shall indicate to the 'Court Master' as to how they wish to allocate their time.
- e) Kindly refer to Chapter V for more related rules.

### **3. ASSESSMENT CRITERION FOR ORAL PLEADINGS:**

Team performance of the Speakers shall be judged in all rounds out of 50 Marks each on the basis of the following criterion:

- Knowledge of the Law
- Question and Answers
- Knowledge of the Facts
- Style, Poise and Demeanour
- Organisation and Time Management

#### 4. PENALTIES:

##### 4.1. Non – Disclosure of Identity:

Teams shall not disclose their identity, i.e. the name of their institution, city, etc. or any other information which has the effect of disclosing their identity and affiliation with a particular university or institution. Such disclosure shall result in disqualification subject to the discretion of the Organizers.

**4.2. Copyright:** The copyright with regard to the memorials submitted for participation in the Competition is assigned by participants and shall also vest completely and fully with the Organizers. The participants shall certify the originality of the memorials and the materials used and shall be responsible for any claim or dispute arising out of further use and exhibition of these materials. The Organizers shall have the right to publicly display, distribute either electronically or otherwise and they shall not be responsible for any liability to any person for any loss caused by errors or omissions in this collection of information, or for accuracy, completeness or adequacy of the information contained in these materials.

The copyright with regard to the audio-visual files, and conferencing, submitted for participation in the Competition is assigned by participants and shall also vest completely and fully with the Organizers, which will be further posted on the social media platforms for clarity and purposes.

#### 5. CERTIFICATION, PRIZES AND AWARDS:

##### 5.1. Prizes and Rewards-

CATEGORY	PRIZES
<b>WINNER</b>	<b>50,000 INR (USD 592.5) CASH PRIZE/ TROPHY/ CERTIFICATE OF MERIT/ TRAINING &amp; CERTIFICATION ON INTERNATIONAL COMMERCIAL ARBITRATION WORTH 30,000 INR BY IIAM (PER PARTICIPANT)</b>
<b>RUNNER-UP</b>	<b>30,000 INR (USD 355.5) CASH PRIZE/ TROPHY/ CERTIFICATE OF MERIT/ TRAINING &amp; CERTIFICATION ON INTERNATIONAL COMMERCIAL ARBITRATION WORTH 30,000 INR BY IIAM (PER PARTICIPANT)</b>
<b>BEST MEMORIAL</b>	<b>15,000 INR (USD 177.7) CASH PRIZE/ TROPHY/ CERTIFICATE OF MERIT/ TRAINING &amp; CERTIFICATION ON INTERNATIONAL</b>

	<b>COMMERCIAL ARBITRATION WORTH 30,000</b> INR BY IIAM (PER PARTICIPANT)
<b>BEST SPEAKER</b>	<b>15,000 INR (USD 177.7)</b> CASH PRIZE/ TROPHY/ CERTIFICATE OF MERIT/ <b>TRAINING &amp; CERTIFICATION ON INTERNATIONAL COMMERCIAL ARBITRATION WORTH 30,000 INR BY IIAM</b>
<b>BEST RESEARCHER</b>	<b>15,000 INR (USD 177.7)</b> CASH PRIZE/ TROPHY/ CERTIFICATE OF MERIT/ <b>TRAINING &amp; CERTIFICATION ON INTERNATIONAL COMMERCIAL ARBITRATION WORTH 30,000 INR BY IIAM</b>

- 5.2. Hard copy Certificates for participation will be given to all the participants during the valedictory ceremony.
- 5.3. Certificates for Quarter-Finalists, Semi-Finalists, Runners-up, Winners and Best Speakers will also be provided during the valedictory ceremony.
- 5.4. Cash awards will be sent after getting details of winners such as Institution ID card, Pan Card & Bank Accounts details for which they will be contacted via email by the Moot Court Committee.
- 5.5. It is the responsibility of teams to distribute cash prizes among themselves.

#### **MISCELLANEOUS PROVISIONS**

- a) Teams are prohibited from engaging in any form of misconduct during the competition, including actions that undermine the credibility of the judges or the competition itself. Violations may result in immediate disqualification without appeal.
- b) All participating teams must adhere to the code of conduct and rules established by the School of Law, GD Goenka University.
- c) Any behaviour deemed indisciplined towards the Governing Council, staff members, or student volunteers will be strictly addressed and may result in immediate disqualification without appeal.
- d) Teams are not permitted to request feedback immediately after any round. However, participants may engage with judges at the conclusion of all rounds, ensuring minimal inconvenience to them.
- e) Any attempt to approach the authors of the moot problem or the judging panel prior to the competition will be strictly penalised and may result in immediate disqualification without appeal.
- f) The Organising Committee reserves the right to amend, modify, or repeal any of the rules as deemed necessary. Participating teams will be given adequate notice of any such changes.
- g) In matters not covered by these rules, the decision of the Organising Committee will be final and binding.
- h) Teams are prohibited from using mobile phones during oral rounds for research, calls, texting, or any other purpose. Mobile phones and tablets are not permitted in the courtroom.

- i) If any member of a team is notified of information concerning the competition, it will be considered as having been communicated to the entire team. The individual is responsible for sharing the information with their team members.
- j) Conversion charges for currency exchange into Indian Rupees must be borne by international teams.
- k) A Dispute Resolution Body has been constituted to address any issues related to the rounds.



# CHAPTER V

## MOOT PROPOSITION

1. VikPharm Pvt. Ltd. (hereinafter referred to as “VikPharm”) is one of the oldest and largest Pharmaceutical Company in the Country with Head Office at Deltown, the capital of Indovia and has been in existence since 1952. VikPharm’s vision is rigorously centred around offering high quality Medicines, Drugs, Vaccines, Generics, Biosimilars, API etc. at an affordable cost. VikPharm’s portfolio includes both established and cutting-edge formulations, offering a comprehensive range of pharmaceutical products that address a variety of health issues worldwide. VikPharm is renowned for formulating and manufacturing vaccines & medications at around 25 sites in Indovia at a sustainable fashion coupled with cost effective pricing. VikPharm pioneered the development of medications for Influenza, Chickenpox , Hepatitis A ,Hepatitis B, Diphtheria ,Tetanus, Typhoid, Ebola etc. VikPharm's advanced manufacturing facilities and adherence to global regulatory standards, ensures the consistent production of high-quality drugs. VikPharm is recipient of various prestigious awards at national and international levels for his outstanding work in producing and distributing vaccines on a global scale especially during the Covid 19 era.
2. JayMed Clinics Inc (hereinafter referred to as “JayMed”) is a Company incorporated in Singa with the mission of providing accessible and high-quality healthcare services globally. The organisation started with a few clinics and has since expanded its network to include hundreds of clinics and hospitals across multiple countries. JayMed has been at the forefront of efforts to rebuild and strengthen healthcare systems in the post-COVID-19 era. The organisation has implemented robust measures to enhance supply chain resilience, innovation of healthcare infrastructure, and ensure the availability of essential medications and of their services. There has been an emphasis on developing adaptive strategies to address future healthcare challenges and improve overall healthcare delivery. It was further engaged in collaborations with international partners to improve global health security and response capabilities.
3. Representatives from JayMed. and VikPharm met at the annual Global Pharma Conference held in Singla on 2nd February 2023. The conference brought together key stakeholders from the pharmaceutical and healthcare industries to discuss the latest advancements, challenges, and opportunities in the field. During a panel discussion on the future of healthcare delivery, executives from both companies recognized shared interests and complementary strengths. VikPharm showcased its efficacy whereas, JayMed expressed its need for a reliable supply of essential medications to enhance its healthcare services and meet the growing demands of its patient population.
4. VikPharm aimed to expand its market reach and establish a steady distribution network of its drugs and recognized the strategic advantage of partnering with a reputable healthcare provider like JayMed to achieve its goals. The leadership at JayMed also identified VikPharm as a strategic partner

capable of meeting their supply chain needs while maintaining high standards of quality and compliance.

5. Both companies agreed to enter into a supply chain agreement with parties recognizing the potential for a mutually beneficial partnership. VikPharm was looking to expand its market reach and ensure steady distribution of its flagship products in multiple countries. JayMed sought to secure a reliable supply of essential medications to enhance its healthcare services and meet the growing demands of its customers. A Supply Chain Agreement (hereinafter referred to as the “Agreement”) was formally signed on 5th March 2023 at Indovia, which was attended by senior executives from both companies, signalling a commitment to collaboration. Key stakeholders from both organisations, including legal, regulatory, and supply chain experts, contributed to drafting the comprehensive Agreement (Extracts of the Agreement provided in Annexure).
6. As per the Agreement VikPhar committed to supplying drugs on a regular basis, adhering to the delivery schedule. Shipments were to be made on a monthly basis to ensure a continuous supply.
7. VikPharm was committed to supplying its drugs on a regular basis, adhering to a delivery schedule of monthly shipments. During the first year of the agreement, both VikPharm and JayMed experienced a period of smooth operations. The delivery schedule was meticulously followed, ensuring that JayMed received the medication on time, which allowed for uninterrupted patient care. VikPharm consistently met the agreed delivery schedules, shipping high-quality batches on time. The medications were well-received by patients and healthcare providers, leading to positive health outcomes and reinforcing the partnership’s success. JayMed provided positive feedback on the timely deliveries and the efficacy of drugs which enhanced JayMed’s reputation as a reliable supplier. Regular communication and reporting ensured transparency, and any minor issues were promptly addressed through mutual cooperation. Soon JayMed came to completely rely on VikPharm to provide the medications and drugs and procured the drugs exclusively from VikPharm.
8. Before the expiry of a year of the Agreement, VikPharm began facing logistical challenges that impacted their ability to adhere to the delivery schedule. The global demand for shipping services surged, leading to a shortage of available transport vessels and increased competition for shipping slots. VikPharm faced difficulties in securing timely shipments for its drugs resulting in delays. Further, major ports experienced significant congestion due to increased cargo volumes and operational inefficiencies. The congestion led to prolonged waiting times for vessels to dock, unload, and reload, causing further delays in the supply chain.
9. AiKamm is an NGO which is well known for posting videos on allegations of fraud and bribery in Indovia and is known for conducting awareness lectures across different Universities. Meanwhile, AiKamm on 2nd Jan 2024 made serious allegations of fraud against VikPharm related to the production and distribution of its drugs. It was alleged that VikPharm tampered with the results of quality control tests to falsely indicate that its drugs met the required standards. It was further alleged that VikPharm falsified documents to regulatory bodies to obtain necessary approvals. The

investigations by regulatory authorities on the said allegations further delayed the supplies of VikPharm to JayMed.

10. This led to supply chain disruptions and the delays started to affect the regularity of shipments to JayMed. Some shipments were delayed by several weeks, causing JayMed to scramble for alternative sources and manage patient expectations. The frequency and duration of the delays exceeded the reasonable time anticipated by JayMed, leading to operational disruptions.
11. VikPharm took all reasonable steps to mitigate the impact of the delays on the supply chain and ensure that the disruptions were minimised. VikPharm promptly communicated with JayMed regarding the potential delays as soon as the issues were identified. Regular updates were provided on the status of shipments and the measures being taken to address the logistical challenges. VikPharm further explored alternative transportation routes and suppliers to expedite shipments and reduce delays. Additional resources were allocated to expedite production and ensure that quality standards were maintained despite the disruptions.
12. However, delayed shipments resulted in critical shortages of drugs disrupting patient care and leading to negative health outcomes. Healthcare providers at JayMed had to ration the medication and prioritise patients based on the severity of their conditions of certain illnesses. The delays eroded the trust of patients and healthcare providers in JayMed's ability to provide essential medications reliably and thereby, putting additional pressure on the organisation's resources.
13. There were a string of emails sent by JayMed to VikPharm in respect to the ongoing issues. An email dated 2nd May 2024 was sent by JayMed to VikPharm alleging that VikPharm's failure to adhere to the delivery schedule caused critical shortages of drugs disrupting patient care and leading to negative health outcomes. The delays and allegations of fraud on VikPharm have eroded the trust of patients and healthcare providers in JayMed's ability to provide essential medications and especially the drugs of VikPharm.
14. VikPharm replied by way of Email dated 3rd May 2024 and stated that the delays in the supply chain were caused by unforeseen logistical challenges. VikPharm took all reasonable steps to mitigate the impact of the delays, communicated promptly with JayMed and negotiated adjusted delivery timelines in compliance with the flexibility clause. VikPharm remains committed to fulfilling its contractual obligations and ensuring the continuous supply of drugs with significant investments made to enhance supply chain resilience and prevent future disruptions. It was further contended that all allegations of fraud on VikPharm by AiKamm were all false and necessary steps were also taken to challenge and sue the allegations.
15. Since the delays further continued, JayMed issued a Notice of Termination by way of Legal Notice dated 5th June 2024 stating that due to the delayed shipments of drugs, JayMed had to source alternative medications to ensure continuous patient care. The alternatives were often more expensive, leading to significantly higher healthcare costs. The additional expenditure strained the organisation's budget, impacting other critical areas of operations and patient services. JayMed further faced penalties and fines for failing to meet regulatory requirements and contractual

obligations with patients and insurance providers. These financial penalties added to the overall financial burden on the organisation. Also, the need to manage and mitigate the impact of the delays required additional resources, including overtime pay for staff, expedited shipping costs for alternative medications, and increased administrative costs for managing recalls and patient communication. It further alleged that the delayed allegations of fraud on VikPharm have resulted in loss of trust and reliability. The organisation faced criticism and complaints from patients who experienced interruptions in their treatment.

16. VikPharm replied by way of a Legal Notice dated 15th June 2024, stating that the logistical challenges, such as transportation disruptions and supplier shortages, qualify as force majeure events under the Agreement. These were unforeseeable and beyond the company's control. Also the increased global demand for shipping and significant port congestion caused delays in securing timely shipments for the drugs. It was further alleged that best efforts were taken to fulfil its contractual obligations and ensure the continuous supply of drugs to JayMed. Vikpharm contended that significant investments were made to enhance supply chain resilience, including diversifying suppliers, expanding production capacity, and improving logistical capabilities. It was further contended that the company has taken all reasonable steps to mitigate the impact of the delays, communicated promptly with JayMed Clinics Inc., and implemented multiple strategies to resolve the issues. The allegations of fraud were again rebutted and it was stated that final stages of investigation were under process.
17. JayMed on 12th September 2024, submitted a Notice of Arbitration along with its Statement of Claim to the Administrator of the International Centre for Dispute Resolution. The following reliefs were sought by JayMed:
  - USD 30 million towards cost of alternative medications sourced to ensure continuous patient care due to delay in supply of drugs by VikPharm.
  - USD 10 million towards penalties and fines as paid by JayMed for failing to meet regulatory requirements and contractual obligations with patients and insurance providers due to supply chain disruptions.
  - USD 15 million towards loss of reputation owing to delay and allegations of fraud.
  - Arbitration and Legal costs to be awarded.
  - VikPharm filed a short Reply on 22nd September 2024 claiming for dismissal of all reliefs and requested further time for filing Statement of Defence.
8. Three Arbitrators were appointed by the Administrator as per the Rules :
  - Mr.Anderson White (Co-Arbitrator)
  - Mr.Sai Kashyap (Co-Arbitrator)
  - Mr.Chong Wei (Presiding Arbitrator)

All Arbitrators disclosed that there are no circumstances that may give rise to justifiable doubts as to the arbitrator's impartiality or independence.

19. VikPharm filed its Statement of Defence on 30th October 2024. Along with the Statement of Defence, an application challenging the appointment of Mr.Sai Kashyap was filed by VikPharm stating that Mr.Sai Kashyap had given four guest lectures conducted by AiKamm between 2017 and 2018 in different universities and hence this may cause prejudice against VikPharm. Hence a relief was sought for removal and substitution of Mr. Sai Kashyap from the Tribunal. In addition the following reliefs were sought by VikPharm in Statement of Defence:
  - The Tribunal lacks jurisdiction since the dispute consists of underlying issues of fraud.
  - The Claim is to be dismissed.
  - Arbitration and Legal Costs to be awarded.
20. Mr.Sai Kashyap sent an email dated 3rd November 2024 to Arbitrators and Parties, while agreeing to give those guest lectures, he stated that questions as to his impartiality and independence can be decided in further proceedings.
21. A conference call was held between the party representatives and arbitrators. Due to conflicting calendars, the oral hearing is scheduled to be held on 15th and 16th of February 2025 at Deltown.
22. The Tribunal issued a Procedural Order as follows:

## **PROCEDURAL ORDER**

- i. The parties have chosen not to let in oral evidence.
- ii. The matter has been posted for arguments of both parties on 15th and 16th February 2024 and the Tribunal shall hear the application to challenge the appointment of an Arbitrator as Preliminary Issue along with the issues raised in the Statement of Claim and Statement of Defence on the same day.
- iii. The Arbitral Tribunal shall hear the following issues:
  - Is the challenge of appointment of Mr.Sai Kashyap valid?
  - Does the present Arbitral Tribunal have jurisdiction to hear the dispute on allegations of fraud?
  - Is JayMed entitled to the relief of USD 30 million towards cost of alternative medications sourced to ensure continuous patient care due to delay in supply of drugs by VikPharm.
  - Is JayMed entitled to the relief of USD 10 million towards penalties and fines as paid by JayMed for failing to meet regulatory requirements and contractual obligations with patients and insurance providers due to supply chain disruptions?
  - Is JayMed entitled to the relief of USD 15 million towards loss of reputation owing to delay and allegations of fraud?
- iv. Laws of Indovia are *pari materia* to the laws of India.
- v. Laws of Singa are *pari materia* to the laws of Singapore.

## ANNEXURE - SUPPLY CHAIN AGREEMENT CLAUSES

- **Delivery Schedule:**

VikPharm. is obligated to supply drugs on a regular basis, adhering to a delivery schedule of monthly/quarterly shipments. The agreement allows for flexibility in the delivery schedule to accommodate unforeseen circumstances, provided that timely communication and mutual consent are achieved.

- **Quality Control:**

VikPharm. must ensure that all batches of drugs meet the agreed-upon quality standards and regulatory requirements specific to each jurisdiction where JayMed operates.

- **Quality Assurance Processes:**

The agreement outlines detailed procedures for quality control testing, including initial production checks, ongoing monitoring, and final product verification.

- **Contract Performance:**

**Timely Delivery:**

Both parties are obligated to comply with the delivery schedules to avoid any disruptions in the supply chain. Delays or non-performance without valid reasons may result in penalties and damages

**Financial Obligations:**

The agreement specifies the pricing structure, payment schedules, and financial responsibilities of both parties. VikPharm will invoice JayMed. upon delivery, with payment terms agreed upon in advance.

- **Governing Law and Dispute Resolution:**

The Agreement shall be governed by Laws of Indovia. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. Any challenges of jurisdiction, maintainability and appointment shall also be dealt by the Arbitrators. The number of arbitrators shall be Three. The place of arbitration shall be Deltown, Indovia.

- **Communication and Reporting:**

**Regular Updates:**

Both parties agree to maintain open lines of communication, with regular updates on production, shipment status, and any potential issues that could affect the supply chain.

- **Reporting Requirements:**

VikPharm is required to provide detailed reports on production, quality control, and delivery timelines. JayMed will share feedback on product performance and any patient-related issues.

- **Penalties for Non-Compliance:**

**Delay Penalties:**

If VikPharm Ltd. fails to adhere to the delivery schedule without valid reasons, penalties will be imposed based on the duration and impact of the delay. The parties have the right to claim damages and indemnification resulting out of any breach.

- **Quality Control Breaches:**

Penalties may also be imposed for any breaches in quality control standards that result in recalls, additional testing, or harm to patients.

- **Termination Clause:**

- **Breach of Contract:**

- Either party may terminate the agreement if the other party fails to comply with the terms of the contract and does not remedy the breach within a specified period of 3 months

- **Mutual Termination:**

The agreement may be terminated by mutual consent, with adequate notice provided by both parties.

- **Confidentiality:**

- **Information Sharing:**

- Both parties agree to maintain the confidentiality of all proprietary and sensitive information shared during the course of the agreement.

- **Non-Disclosure Agreement (NDA):**

A non-disclosure agreement is included to protect intellectual property, trade secrets, and other confidential information.

- **Force Majeure:**

- **Unforeseeable Events:**

The agreement includes a force majeure clause to address unforeseen events beyond the control of either party, such as natural disasters, political instability, or significant disruptions to the global supply chain.

- **Mitigation Efforts:**

Both parties are expected to take reasonable steps to mitigate the impact of such events on the supply chain and resume normal operations as soon as possible.

## **DISCLAIMER**

All the characters and events depicted are fictitious. Any resemblance to a person living or dead is purely coincidental. This proposition is a work of fiction and any resemblance to any person living or dead is purely coincidental.



## For Further Queries Contact Us

Regarding the rules of the competition or any other queries, send your queries to [arbitrationmoot@gdgoenka.ac.in](mailto:arbitrationmoot@gdgoenka.ac.in) with the subject line "Competition Problem-Queries". You can also contact any of the following members of the Organizing Committee between 10 am to 4:00 pm (IST).

CONTACT DETAILS		
NAME	DESIGNATION	PHONE NUMBER
Utkarsh Amrit	MCC CONVENOR	+ 91 6205521989
Dhanvi Kadian	MCC CONVENOR	+91 7217563632
Phenil Banerjee	MCC CO-CONVENOR	+91 9953991783
Shreya Dhillon	MCC CO-CONVENOR	+91 9811126006
Mariya Khan	MCC CO-CONVENOR	+91 8757034416

### SOCIAL MEDIA UPDATES

SOCIAL MEDIA PLATFORMS	HYPERLINKS
LINKEDIN	<a href="https://www.linkedin.com/school/gdgoenkauniversity">https://www.linkedin.com/school/gdgoenkauniversity</a>
FACEBOOK	<a href="https://www.facebook.com/GDGULS/">https://www.facebook.com/GDGULS/</a>
INSTAGRAM	<a href="https://www.instagram.com/schooloflawgdgu/">https://www.instagram.com/schooloflawgdgu/</a>
TWITTER	<a href="https://twitter.com/gdgoschooloflaw">https://twitter.com/gdgoschooloflaw</a>
EMAIL ID	<a href="mailto:arbitrationmoot@gdgoenka.ac.in">arbitrationmoot@gdgoenka.ac.in</a>

# THANK YOU!