

# ADRCC



MAHARAJA AGRASEN INSTITUTE OF MANAGEMENT STUDIES

## DEPARTMENT OF LAW

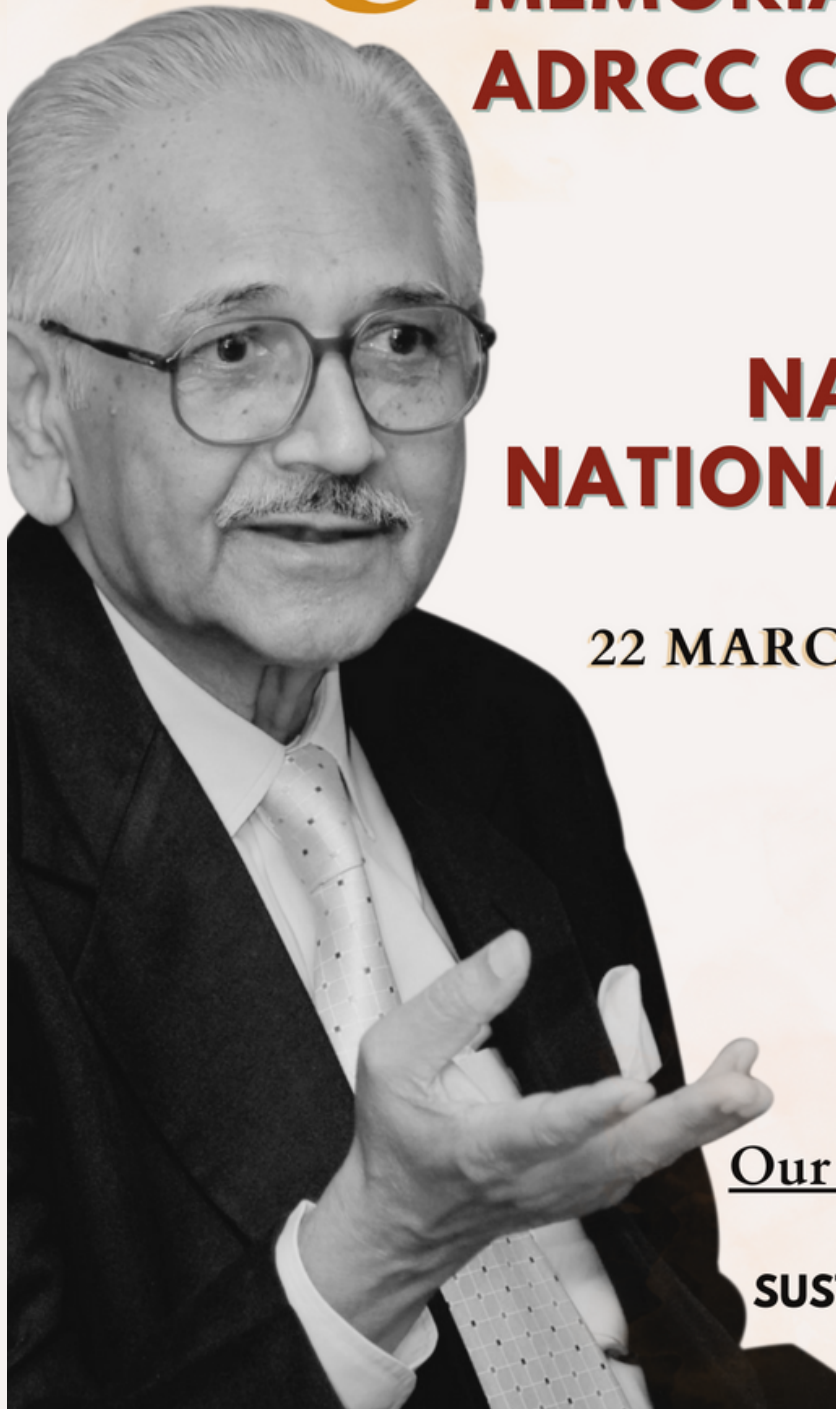
*presents*

**3<sup>rd</sup> JUSTICE J.S. VERMA  
MEMORIAL NATIONAL  
ADRCC COMPETITION**

**&**

**NAVITAS  
NATIONAL LAW FEST**

22 MARCH - 1 APRIL 2023



Our Special Collaborator  
**FOUNDATION FOR  
SUSTAINABLE RULE OF LAW  
INITIATIVES**

# NAVITAS

# ARBITRATION COMPETITION

## 1. DATE AND VENUE OF THE COMPETITION

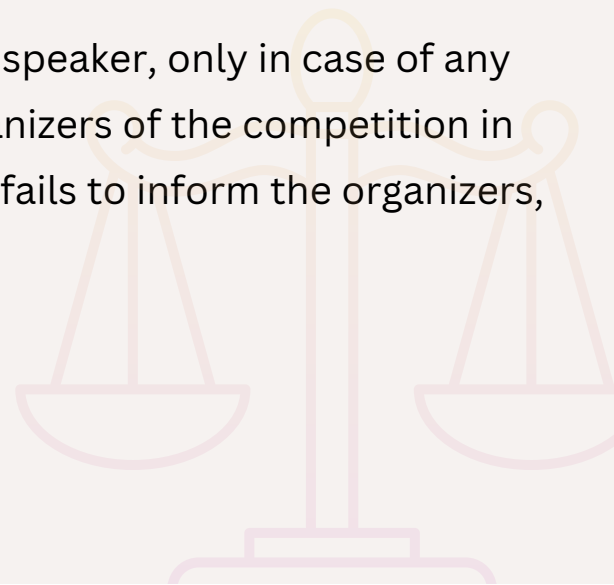
DATE	ROUNDS	MODE	VENUE
23 March 2023	Preliminary & Quarters	Online	Gmeet/Zoom
24 March 2023	Semi-Finals	Online	Gmeet/Zoom
1 April 2023	Finals	Offline	College Campus

## 2. ELIGIBILITY

Each Institute may register for this competition with a maximum of **ONE** team. Students pursuing Law (3-year or 5-year) courses from recognized institutions are only permitted to participate in the competition.

## 3. TEAM COMPOSITION

- a. A team shall consist of a maximum of **three members**, including two speakers and one researcher.
- b. Any person, other than three registered team members, is not eligible to join the video conferencing or the audio-video recording of the oral rounds, and non-compliance is a ground for disqualification.
- c. The researcher may be permitted to argue as a speaker, only in case of any unforeseen event. Prior permission from the organizers of the competition in such a case shall be mandatory, in case the team fails to inform the organizers, the decision shall be final.



#### 4. REGISTRATION PROCEDURE

- a. All the participating Institutions have to confirm participation by filling out a Registration Form by **17th March 2023**
- b. The participating teams are required to pay Rs 2500/- as registration fees
- c. **Registration and payment Form Link:**  
[https://docs.google.com/forms/d/e/1FAIpQLSeFF6gHBXf3UeOf6X6k\\_ZkRFw3qLRRDBDcXZILQp0IngTE5FQ/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSeFF6gHBXf3UeOf6X6k_ZkRFw3qLRRDBDcXZILQp0IngTE5FQ/viewform?usp=sf_link)
- d. Every team which has successfully completed the Registration requisites under the rules shall be allotted a unique team code after the closure of the Registration for the competition.
- e. Once the code is allotted, every team must use only the team code for any further communication with the Organizers during the competition.

#### 5. DEFINITIONS

In these rules, unless otherwise stated, a reference to a rule is reference to that rule in “MAIMS 3rd JUSTICE J.S. VERMA MEMORIAL NATIONAL ADRCC COMPETITION 2023” as the case may be. In these rules, unless the context otherwise requires:

- a. “**Clarifications**” refer to procedural order(s) and/or any clarification(s) issued by ADRC.
- b. “**Competition**” refers to the 3rd Justice JS Verma ADRCC Competition, 2023
- c. “**Competition Room**” refers to the online meeting room on the Cisco WebEx Platform that shall be used for conducting the Competition rounds.
- d. “**Oral Rounds**” refers to a team’s pleadings submitted by both speakers before the panel of arbitrators/ arbitral tribunal on behalf of one of the parties against the opponent party.
- e. “**Penalty**” refers to the deductions imposed on the participating team/individual in breach of any rules, as provided by ADRCC.
- f. “**Plagiarism**” refer to the direct or substantial duplication of the work from the memorial of any other team through the offline or online source(s).

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- g. **“Preliminary Rounds”** refers to the initial oral rounds for the purpose of determining the scores and ranks of the participants based on the average scores in both mediation and arbitration competitions.
- h. **“Scouting”** refers to the act of a participant observing the sessions/oral rounds of a team other than the team he/she is a part of.
- i. **“Selected Team”** refers to Applicant Teams selected to participate in the Competition Rounds of, who have completed the Final Registration and paid the Registration Fees.
- j. **“Session Supervisor”** refers to member/s designated as such, in charge of overseeing the smooth conduct of every Competition Session.
- k. **“Speaker”** refers to a participant who presents oral arguments in any given round of the arbitration competition.
- l. **“Tribunal”** means a collective reference to the arbitrators present at the oral round, where an “Arbitrator” is an adjudicator of the oral rounds.
- m. **“Written Submissions”** means the written arguments submitted by each team participating in an arbitration competition, according to these Rules.

## 6. PAYMENT DETAILS

Bank Name: Union Bank of India

Account No: 604202050000047

IFS code: UBIN0560421

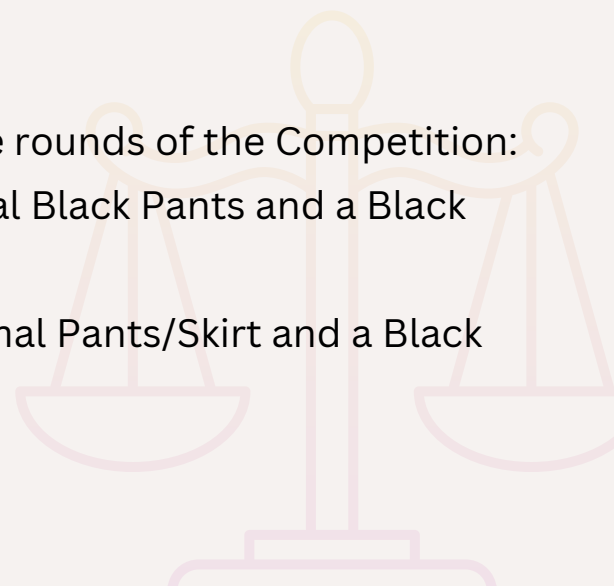
Beneficiary Name: Maharaja Agrasen Institute of Management Studies

Branch: Sector 22, Rohini, Delhi -110086

## 7. DRESS CODE

Participants shall be appropriately attired for the rounds of the Competition:

- For **Gentlemen** - White Formal Shirt with Formal Black Pants and a Black Blazer with a Black tie; and
  - For **Ladies** - White Formal Shirt with Black Formal Pants/Skirt and a Black Blazer.
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## 8. CODE OF CONDUCT

a. The Preliminary Rounds shall be in a **knock-out format** and shall be conducted through Video Conferencing, via Zoom, the match of Teams in the Preliminary Round shall be determined on the basis of the Draw of Lots which shall take place on 22nd March 2023.

b. The Teams shall only abide by their allotted **team codes**. To uphold the integrity of the competition, any unethical/unprofessional conduct is strictly barred; the practice of the same shall result in the disqualification of the team. In addition to this, Scouting is prohibited and shall result in immediate disqualification.

## 9. STRUCTURE OF ROUNDS

The language to be used during the rounds shall be restricted to English. The OC will share the link one day prior to the Arbitration competition. The draw of lots shall be conducted on March 22nd March 2023.

The competition shall consist of the following Rounds: -

- **Preliminary Rounds**

The Preliminary Rounds shall be conducted on **23rd MARCH 2023**

The competition shall have **TWO Preliminary Rounds**.

SESSIONS	TIME
ARBITRATION SESSION	40 MINUTES
REBUTTAL/SUR REBUTTAL	10 MINUTES
POST ANALYSIS SESSION	10 MINUTES
<b>TOTAL TIME</b>	<b>60 MINUTES</b>

Each team shall get 20 minutes and each speaker shall get a maximum of 12 minutes. In addition to this, the speaker shall get 5 minutes for rebuttal and sur-rebuttal. The time split among the speakers may be decided amongst themselves to be intimidated by the court master at the beginning of the round.

- **Quarter Final Round**

The Quarter Final round shall be conducted on 23rd MARCH,2023.Top Eight teams selected from the Preliminary Round will Qualify for the Quarter Final Round. The draw of lots will take place after the declaration of the results of the preliminary rounds.

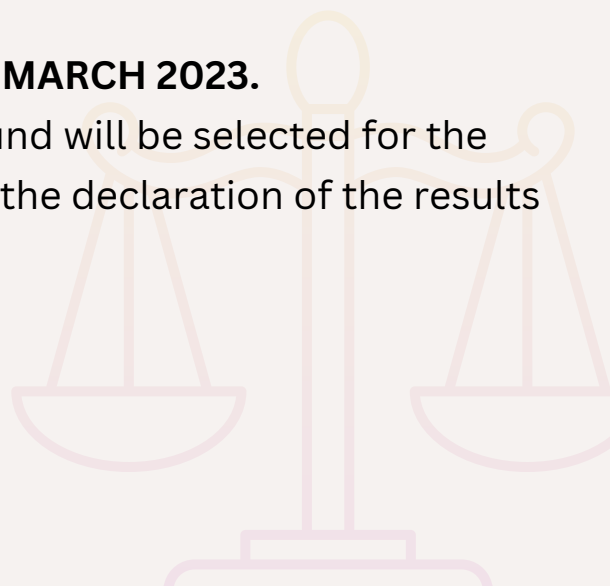
SESSIONS	TIME
ARBITRATION SESSION	40 MINUTES
REBUTTAL/SUR REBUTTAL	10 MINUTES
POST ANALYSIS SESSION	10 MINUTES
<b>TOTAL TIME</b>	<b>60 MINUTES</b>

Each team shall get 20 minutes and each speaker shall get a maximum of 12 minutes. In addition to this, the speaker will get 5 minutes for rebuttal and sur-rebuttal. The time split among the speakers may be decided amongst themselves to be intimidated to the court master at the beginning of the round.

- **Semi-Final Round**

The Semi-Final round shall be conducted on **24th MARCH 2023**.

The **FOUR** teams qualifying for the Semi-Final Round will be selected for the Final Round. The draw of lots will take place after the declaration of the results of the Final round.



SESSIONS	TIME
ARBITRATION SESSION	50 MINUTES
REBUTTAL/SUR REBUTTAL	10 MINUTES
POST ANALYSIS SESSION	10 MINUTES
<b>TOTAL TIME</b>	<b>70 MINUTES</b>

Each team shall get 25 minutes and each speaker shall get a maximum of 15 minutes. In addition to this, each speaker will get 5 minutes for rebuttal and sur-rebuttal. The time split among the speakers may be decided amongst themselves to be intimated to the court master at the beginning of the round.

- **Finals**

The Final Round shall be conducted on 1st April 2023 on the College Campus in the Offline Mode. The team selected from a Semi-Final Round will compete in the Final Round. The draw of lots will take place after the declaration of the results of the semifinal round.

SESSIONS	TIME
ARBITRATION SESSION	60 MINUTES
REBUTTAL/SUR REBUTTAL	10 MINUTES
POST ANALYSIS SESSION	10 MINUTES
<b>TOTAL TIME</b>	<b>80 MINUTES</b>

Each team shall get 25 minutes and each speaker shall get a maximum of 15 minutes. In addition to this, each speaker shall get 5 minutes for rebuttal and sur-rebuttal. The time split among the speakers may be decided amongst themselves to be intimated to the court master at the beginning of the round.

NOTE: Accommodations shall be provided by the OC members

## 10. ASSESSMENT CRITERIA

- A team that scores the highest in a round shall be proceeding to the next rounds in the competition.
- The Quarter final, Semi Final, and Final rounds shall be considered as knock-out rounds.
- The teams that secure the highest merit in both preliminary rounds 1 and 2 cumulatively, shall be proceeding to the quarter-finals.
- In the case of a tie, the total marks of the memorial and of the round shall be considered decisively.

## 11. TIMEKEEPING

The Organizing Committee supervising the virtual session shall be the official timekeeper. Teams have the responsibility to adhere to the time limit. The Organizing Committee shall notify teams through the chat and screen-sharing option about the remaining time during the rounds.

## 12. WRITTEN SUBMISSION

a. Each participating team is required to draft a written submission for the requesting party as well as the responding party for a maximum of 25 pages. The last date for submission of written submissions is 18TH MARCH, 2023 BY 11:59 PM

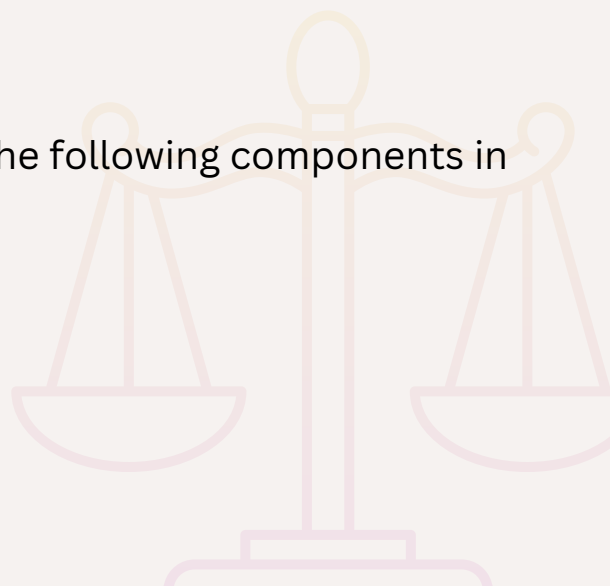
b. All the participants are requested to submit the soft copy of the written submission in PDF format to

[https://docs.google.com/forms/d/e/1FAIpQLScj7YxIAnX6Fsi0vj2GeZpoNbaMCA706KvKqRJCuavPjENZ5w/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLScj7YxIAnX6Fsi0vj2GeZpoNbaMCA706KvKqRJCuavPjENZ5w/viewform?usp=sf_link)

## 13. FORMAT OF SUBMISSION:

Each of the written submissions shall consist of the following components in the following order:

1. Cover page
2. Table of Contents
3. Index of Authorities





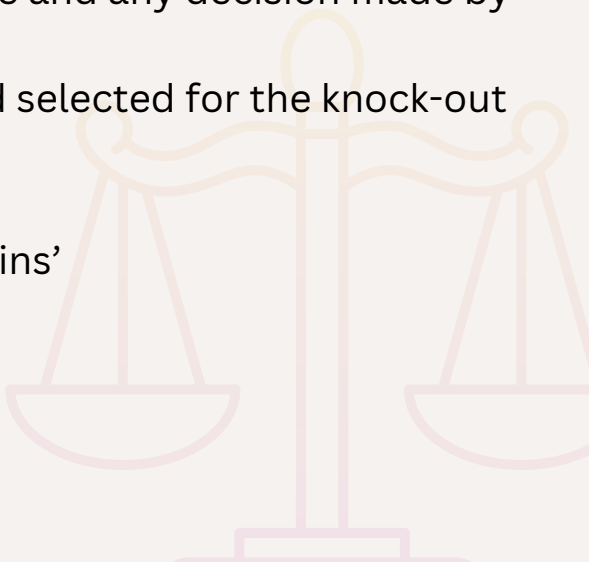
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4. Statement of Jurisdiction
  5. Statement of Facts
  6. Issues Raised
  7. Summary of Arguments
  8. Arguments Advanced
  9. Prayer

The page must have a 1-inch margin from all sides. the text font is Times New Roman, size12.5 with 1.5 line spacing with justified alignment. The footnote style to be followed is the 20th edition bluebook citation, the text of the footnote must be Times New Roman, size 10 with 1.0 line spacing and the text must be justified. There must be no other additional space between two footnotes.

#### **14. PENALTIES**

1. Breaching Memorial Anonymity - **Disqualification from Competition**
2. Unethical/ Unprofessional Conduct - Disqualification from Competition
3. Incorrect/Inadequate order of contents required - 2 Marks
4. Incorrect Formatting in Footnotes or Main content in memorial - 1 Mark
5. Exceeding the page limit of main content - 2 Marks
6. Incorrect/Inadequate formatting of cover page - 2 Marks

#### **15. INTERPRETATION**

- a. Organising Committee's power to take additional measures; The Organising Committee may take such other measures as are required for the orderly conduct of the competition.
  - b. Any question regarding the interpretation of any provision of the rule shall be subject to the decision of the organising committee and any decision made by them thereon shall be final and conclusive.
  - c. In the case of a tie, the teams shall be ranked and selected for the knock-out rounds in order of the following criteria:
    - i. A total number of overall points.
    - ii. A total number of score sheets designating as 'wins'
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iii. The counsels shall be ranked and selected for the knock-out rounds in order of the following criteria:

- A total number of overall points.
- The greatest number of points scored in the Opening and Closing Statements.

## **16. WALKOVER POLICY:**

All participants must have an internet connection sufficient to smoothly run Zoom. In case of the team not being present at the allotted time or bad connectivity which results in an undue delay in the round, or results in difficulty in conducting the round, a walkover is given to the opposing team. We highly recommended that you have an internet connection with a minimum of 20 MBPS.

## **17. AWARDS**

A. Best Team Rs. 10,000/-

B. Runner-up Team Rs. 8000/-

C. Best memorial Rs. 6000/-

E. Subscription for SCC online web edition worth Rs.27,000/- to the winning team.

D. Certificates of merit shall be given to Rank holders.

E. E-Certificate of participation shall be given to all the participating teams.

## **18. CLARIFICATIONS:**

The last date to receive clarifications is 5th February 2023.

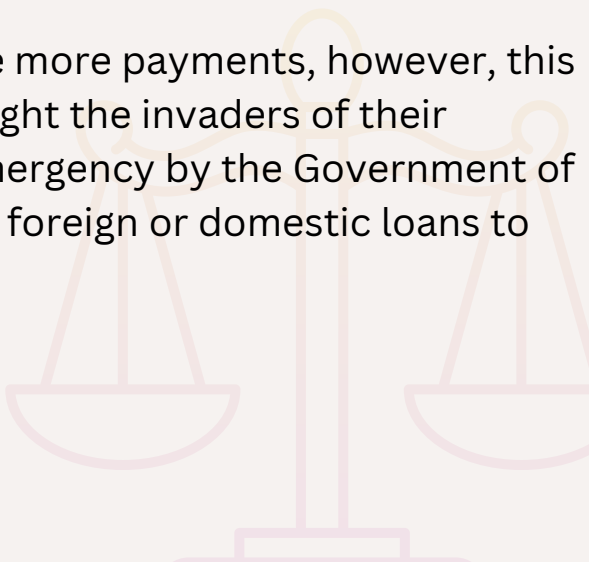
## **19. IMPORTANT NOTE:**

The final round in offline mode is subject to Covid conditions.



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# Arbitration Problem

- Fiona Financial is a financial services corporation located in India. They have branches in 35 countries, including in Ukraine. Ukraine is a small country located in Central Europe. Fiona Financial has invested over 10 billion euros in Ukraine's Public infrastructure with interest rates of 4% per annum hoping to capitalize on the emerging economy. Ukraine has endured periods of instability in the past but has built up a good credit score by servicing its debt in a timely fashion.
  - Ukraine was recently invaded by their neighbouring country, Isla. The ensuing war has caused Ukraine's economy to collapse. Fiona Financial is concerned about Ukraine's ability to meet its debt payments. While there is a 30-day grace period, Ukraine has missed the due date for their debt payment. Ukraine acknowledges that they have missed their debt payment, but feels their current circumstances warrant missing their payments. Fiona on notice of the failure of payment by Ukraine, stopped the maintenance services until the payment is made. Ukraine's economy now needs more money to be invested to prevent a total collapse. Ukraine wants Fiona Financial to give them a break from their payments for two years and additionally wants Fiona Financial to buy more bonds right now.
  - In the agreement between Fiona and Ukraine, waiver of payment or moratorium was nowhere mentioned, as the situation of war was not foreseeable and seemed unlikely. Further, the relations between Fiona and Ukraine were excellent to the extent, that both parties were hoping to extend the investment amount by 2 billion euros, with an interest rate of 4.5%.
  - Ukraine has the money to pay their debt for three more payments, however, this money is now slated to be spent on weapons to fight the invaders of their country. Hence, following the proclamation of Emergency by the Government of Ukraine, signed a law, prohibiting payment of any foreign or domestic loans to facilitate a strong budget for armed forces.
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- Ukraine is well aware of the possibility of a public backlash against Fiona Financial, but also knows that they need Fiona Financial to continue to invest in their country after the invading force is repelled.
  - Fiona Financial and Ukraine are both aware that Ukraine's credit rating will be downgraded once the 30-day grace period passes without Ukraine making their debt payment. Fiona Financial wants Ukraine to make its debt payment and is hesitant to buy more bonds without the original payments being kept up. However, Fiona Financial is well aware that the world community is behind Ukraine, and is outraged the country has been invaded by Isla.
  - Fiona Financial is worried about how the public would react if they were to refuse to help Ukraine, or if they were to initiate any legal proceedings against Ukraine to attempt to get the debt paid. Fiona Financial is worried about a possible public backlash against their company, or a very public boycott. Fiona Financial is not sure it would survive a public boycott, as its own balance sheet is shaky due to some risky moves it made in the global financial market.
  - Fiona Financial is concerned about the war in Ukraine. They are concerned if they press too hard for the payments, that Ukraine will devalue their currency which would leave Fiona Financial in a bad financial position. Fiona Financial wants to find another way to receive payment because a downgrading of Ukraine's credit rating will affect their own balance sheets. The amount they have invested in Ukraine will become toxic debt they will be unable to trade or sell. It may also make Fiona Financial a target for a hostile takeover.
  - In order to secure the debt from Ukraine, Fiona Financial has initiated Arbitration proceedings in the Indian Council of Arbitration, following their rules and regulations to resolve the dispute in order to escape the public backlash.
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## Relevant Extracts from MoU between Fiona Financial & Govt of Okraine

This Memorandum of Understanding (MOU) is made and entered into on this, 1st day of January 2020,

**Fiona Financial (hereinafter Fiona)** is the Financial Corporation registered in India

AND

### Government of Okraine

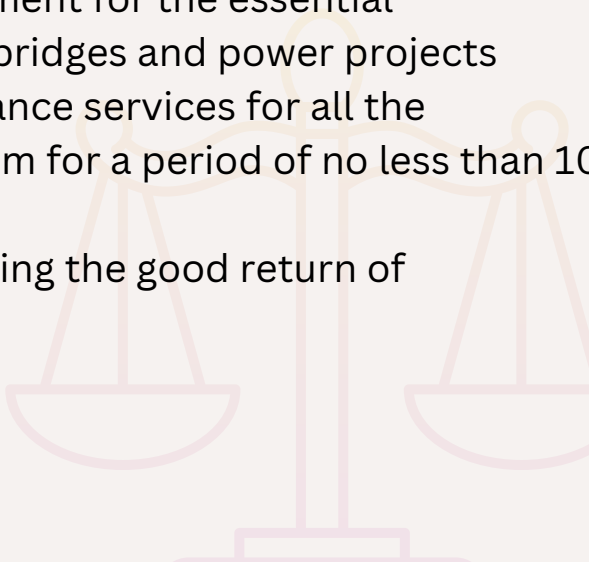
(Fiona Financial and Okraine shall hereinafter be referred to as “**Parties**” and individually as “**Party**”)

### WHEREAS

- Fiona Financial is a financial services corporation, engaged in activities of investing in the infrastructure of growing economies
- Okraine is a country located in Central Europe and has a democratic government.
- Fiona Financial is to invest \$10 billion into the economy of Okraine through public sector infrastructure and help boom the economy of Okraine

### THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER: -

#### OBLIGATIONS OF Fiona Financial

- Fiona Financial is to provide funding and investment for the essential infrastructure of Okraine such as Railway lines, bridges and power projects
  - Fiona Financial provides technical and maintenance services for all the infrastructure in the public interest, built by them for a period of no less than 10 years.
  - Fiona Financial to invest more in Okraine, following the good return of investments and in the public interest.
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## **OBLIGATIONS OF Okraine**

- Okraine is to pay 4% of interest to Fiona Financial on their investment made in the economy and infrastructure of the country.
- Okraine is to pay additional interest if Fiona Financial put forth more opportunities for investment in the country.
- Okraine is to pay fees to Fiona Financial for maintenance service, failing which Fiona has the right to halt their services.

## **CONFIDENTIALITY**

- Both the Parties shall at all times keep secret and confidential the terms of this MOU and shall not disclose or divulge the same or any part to any third person without the prior written consent of the other Party on that behalf, except as may be required for the proper discharge of the obligations of the Parties under or pursuant to this MOU.

## **AMENDMENTS**

- Amendment or modification of this MOU may be made only at the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the same.

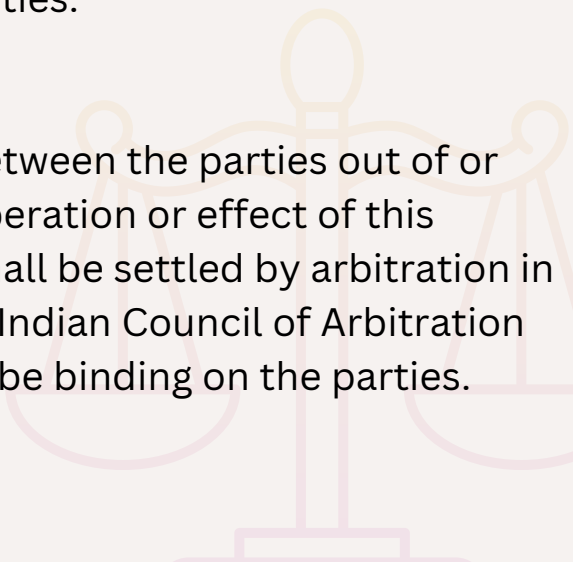
## **TERM**

- The term of this MOU shall commence on the execution of this MOU by both parties and continue till all obligations of either party pursuant to this MOU ceases.

## **BINDING**

- This MOU shall be valid and binding on both parties.

## **DISPUTE RESOLUTION**

- Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
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## GOVERNING LAW

- This MOU shall be governed by the Laws of India

## ISSUES

- Whether Fiona Financial have the right to stop maintenance services in Okraine, following a lack of payment?
- Whether Okraine was just prohibiting payment of Loans to foreign and domestic entities?
- Whether Okraine can call upon Fiona Financial to continue its investments in the country?

## THE PROBLEM HAS BEEN DRAFTED BY:

Mr Param Bhamra

(Founding Partner at MediateGuru, Founder of DiploTics, Co-Founder at LicitElite, MCIArb, Mediator, Economist, Author)

## THE PROBLEM HAS BEEN VETTED BY:

Asian School of Cyber Laws

(Aided the Controller of Certifying Authorities in creating regulations relating to the recognition of international certifying authorities, and assisted the Government of India in framing draft rules and regulations under the Information Technology Act.)

***Note: Any attempt to contact the drafter of the problem, in relation to the problem of this competition, would lead to immediate disqualification.***

## CONTACT DETAILS

For any further information or clarification, please contact the Event Convenors by phone or email:

**Parth Tyagi:**

9910556856

[parthtyagi.ms30030@mains.ac.in](mailto:parthtyagi.ms30030@mains.ac.in)

**Khushi Goel:**

9818664523

[khushigoel.ms30120@mains.ac.in](mailto:khushigoel.ms30120@mains.ac.in)

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