



KARNATAKA STATE LAW UNIVERSITY
Navanagar, Hubballi-580025, Karnataka

No. K-SLU/REG/INSL.Moot/2019-20/2488

Date: 13-3-2020

The Seventh International Law Moot Court Competition
26th and 27th April 2020

Dear Sir / Madam,

It is our great pleasure to inform you that the VII International Law Moot Court Competition is organised on 26th and 27th April 2020 at our Law University. We invite your esteemed institution to participate in the said competition. The moot court problem and detailed rules governing the competition are enclosed herewith for your perusal.

Warm regards and best wishes,

Yours sincerely

REGISTRAR

KARNATAKA STATE LAW UNIVERSITY
Navanagar, Hubballi, Karnataka

The Karnataka State Law University was established in 2009 with the avowed object of providing quality legal education in the state of Karnataka. It is only one of its kind and unparalleled in India. It is making all out efforts for the growth of legal education in Karnataka by including appropriate components to professionally orient the students. The University has catered to the needs and requirements of legal education bringing uniformity in methods of imparting education and conducting examinations across the State, providing appropriate optional courses for horizontal mobility. It is the single largest affiliating Law University in the country affiliating 106 law colleges spread over the entire State of Karnataka and operating its own Law School at the main campus in Hubballi.

Our vision is “To transform Karnataka State into a legally conscious society, by providing quality legal education that is professionally competent and socially relevant so as to realize the constitutional primordial goal of social, economic and political justice and secure human rights to every common man. Strive to promote the culture of law and justice in the institutions of state, non-state organisations and every individual by providing informal legal education, training and legal service. Above all, inculcate in every one a spirit of high moral and human values.” In this endeavor, the University is making all out efforts through academic and extension activities to realise the vision. The activities of the University are reinforced by its mission to *inter alia* strive for excellence in professional legal education and research and establish responsible institutions and produce altruistic individuals.

To provide a suitable environment wherein the law students can hone and chisel their professional skills, the KSLU has initiated an International Law Moot Court Competition. This

year, the University is hosting the Seventh International Law Moot Court Competition on 26th and 27th April 2020. The emphasis on international law is in keeping with the process of globalization wherein the world is perceived as a global village. Providing an appropriate platform for young law students across the country to come in contact, interact and understand each other is another incidental objective involved.

The University is located in the most sublime plains on the edges of Western Ghats almost at equidistance between the twin cities of Hubli and Dharwad in Northern Karnataka. The place known for literary and cultural activities is also a renowned centre of learning. It can be reached by road, rail or air. By air one can reach Hubballi through Mumbai (Bombay) or Bengaluru (Bangalore). Alternatively one may reach Hubballi by road after landing at Belgaum or Bogmalo (Goa) airports. The climate during April will be warm and we are confident that the visitors will cherish their visit to this place.

The teams are requested to inform us their travel plans so that our volunteers can receive them at the airport or the railway station. For any information or clarification mail to us at ksluintlmoot@gmail.com or call any of the following faculty members:

1. Dr. Rajendrakumar Hittanagi, Assistant Professor, Cell No. 9686150110
2. Dr. Sunil Bagade, Assistant Professor, Cell No. 8105157284
3. Dr. Bheemabai, Mulage, Assistant Professor, Cell No. 9964739066

Rules Governing the Moot Court Competition

General

1. Teams from Law Colleges/ Law Universities recognised by the Bar Council of India are eligible to participate in the competition. Only 30 teams will be registered on first come first served basis.
2. Each participating team has to pay a **registration fee of Rs. 3,000/-** (rupees three thousand only) through a demand draft drawn on any nationalised bank, in favour of the Finance Officer, Karnataka State Law University, Hubballi.
3. Each College may send a team consisting of three mooters (i.e., two speakers and a researcher).
4. Immediately after the inauguration, lots will be drawn and fixtures for the Preliminary Round will be announced. Fixtures for subsequent Rounds will be announced fifteen minutes before the commencement of the Competition.
5. The Organisers will not defray the travelling expenses of the participating teams. However, the participants will be provided boarding and lodging on the days of the competition.
6. Law Colleges/Institutions willing to compete, shall confirm participation by the **20th of April 2020**.
7. The Moot Problem, being the property of Karnataka State Law University, shall not be used by any Organisation, College or Institution without the express written permission from Karnataka State Law University.
8. The enclosed Registration Form should be duly completed and returned on or before the **20th of April 2020** by e-mail. Scanned copy of the registration form has to be e-mailed and hard copy can be sent through post.
9. **The team of the Karnataka State Law University, if qualifies shall participate only up to quarterfinals in the moot court competition.**
10. **The mooters shall be identified by their respective names and institutions.**

Some Salient Features of the Moot Court Competition

1. The teams should take the facts of the case provided by the organisers as final and no clarifications shall be sought.
2. Each team shall submit written Memorials on behalf of both the parties to the case latest by **20th of April 2020**.

3. Each team shall be given 30 Minutes to advance its arguments or make submissions. Hence, each counsel shall have fifteen minutes only at his/her disposal.
4. Each team will be assessed for 100 marks in oral rounds. Memorials will be assessed for 50 marks separately. **Memorial marks will not be added to oral rounds to decide the qualifying team for the next round and finally, even to decide the winners and runners up.**
5. The Four stages in the Competition shall be: **First Round; Quarter Finals; Semi-Finals and Finals.**
 - (a) **First Round:** Every participating Team shall take part in the Preliminary Round as per the fixtures drawn and announced.
 - (b) **Quarter Finals:** Fifty percent of the teams appearing on behalf of the Applicant and fifty percent of the teams appearing on behalf of the Respondent shall, on the basis of the marks secured in the Preliminary Round, enter the Quarter Finals.
 - (c) **Semi-Finals:** Four out of the Teams participating in the Quarter Finals shall, on the basis of the marks secured therein, move on to the **Semi-Finals.**
 - (d) **Finals:** Two out of the Teams in the Semi- Finals shall, on the basis of the marks secured therein, enter the Finals.

Rules Regarding Submission of Memorials

1. Each team has to submit two sets of memorials for both sides.
2. The Memorials should be typed in double space on one side of the papers.
3. The arguments should not exceed 15 pages (A-4 size). However, these 15 pages will not include the Cover page, Page of Content, Table of Authorities, Table of Cases, List of Abbreviations, Statement of Facts, Issues/Questions presented, Summary of the Arguments and Appendices.
4. The Memorials should be neatly bound and submitted.
5. The Memorials submitted will not be returned.

Dress Code:

Participants shall be dressed in suit.

Prizes:

Prizes will be awarded to: 1. Winners, 2. Runners-up, 3. Best Memorials, 4. Best Gentleman Advocate and 5. Best Lady Advocate.

INTERNATIONAL COURT OF JUSTICE*

CASE CONCERNING THE ACCIDENT ON RIVER EGRAL

UNION OF REMRAF

(APPLICANT)

AND

REPUBLIC OF FAEL, KINGDOM OF RETAW AND TISTADELPHIA

(RESPONDENTS)

ORDER OF 2 MARCH 2020

2020

* Drafted by Mr.Rohit Kamath, Advocate, Rex Law Chambers, Bengaluru; Consultant, CEERA, under the guidance of Prof. (Dr.) M.K.Ramesh, Professor of Law and Chair Professor (Urban Poor and the Law), National Law School of India University, Bengaluru.

**INTERNATIONAL COURT OF JUSTICE
YEAR 2020**

2020
2 MARCH
2020
General List
No. 167

2 MARCH 2020

CASE CONCERNING THE ACCIDENT ON RIVER EGRAL

**UNION OF REMRAF
(APPLICANT)
AND
REPUBLIC OF FAEL, KINGDOM OF RETAW AND TISTADELPHIA
(RESPONDENTS)
ORDER**

The International Court of Justice,

Having regard to Article 48 of the Statute of the Court and to Articles 31, 44, 45(1), 48, 49, and 80 of the Rules of Court;

Having regard to the Compromis filed in the Registry of the Court on 25 February 2020, whereby the UNION OF REMRAF (“Remraf” or “Applicant”) instituted proceedings against the REPUBLIC OF FAEL (“Fael” or “Respondent 1”), KINGDOM OF RETAW (“Retaw” or “Respondent 2”) and TISTADELPHIA (also referred as “Respondent 3”) with regard to a dispute concerning alleged violations of international law by Respondent;

Whereas the Application was communicated to Respondents on the day it was filed;

Whereas, on 25 February 2020, Respondents informed the Registrar and the Agent of Applicant of its intention to file a counterclaim under Article 80 of the Rules of Court;

Whereas the parties have appointed their respective Agents;

Whereas, at a meeting with the President of the Court on 25 February 2020, the Agents of the Parties agreed to have all claims and counterclaims heard together in a single set of proceedings, and that all issues of jurisdiction and admissibility would be determined alongside the merits;

Whereas, after negotiations, the Agents of the Parties jointly communicated the annexed Compromis and Statement of Agreed Facts on 25 February 2020;

Whereas, without prejudice to any matter reserved in the *Compromis*, the Agents of the Parties have agreed that they shall each submit one written Memorial and make oral pleadings solely on the claims presented in the Statement of Agreed Facts on the Following Points for consideration:

- I. Liability of Fael for the accident on River Egral
- II. Liability of Retaw for actions of Retaw Inland Waterways Fael Inc.
- III. Liability of Tistadelphia for accidents caused in the carriage of dangerous substances

Taking into account the agreement of the Parties,

Adopts the Official Rules of the VII International Law Moot Court Competition, 2020 organised by KSLU, Hubballi.

Done in English and in French, the English text being authoritative, at the Peace Palace, The Hague, this second day of March in the year two thousand and twenty, in five copies, one of which will be placed in the archives of the Court and the others transmitted to the parties.

(Signed)
President

(Signed)
Registrar

JOINT NOTIFICATION

**THE REGISTRAR OF THE COURT
INTERNATIONAL COURT OF JUSTICE
PEACE PALACE
CARNEGIEPLEIN 2
2517 KJ THE HAGUE
THE NETHERLANDS**

The Hague, 25 February, 2020

On behalf of the Union of Remraf, the Republic of Fael, Kingdom of Retaw and Tistadelphia, and in accordance with Article 40 paragraph 1, of the Statute of the International Court of Justice, we have the honor to transmit to you an original copy of the Special Agreement for submission to the International Court of Justice on the Differences between the Applicant and the Respondents concerning the Accident on River Egral, signed in The Hague, The Netherlands, on the twenty fifth day of February in the year two thousand and twenty.

SD

Ambassador of Union of Remraf to the
Kingdom of Netherlands

SD

Ambassador of Republic of Fael to the
Kingdom of Netherlands

SD

Ambassador of Tistadelphia to the Kingdom of
Netherlands

SD

Ambassador of the Kingdom of Retaw to the
Kingdom of Netherlands

**SPECIAL AGREEMENT BETWEEN UNION OF REMRAF, REPUBLIC OF FÆL, KINGDOM OF
RETAW AND TISTADELPHIA CONCERNING THE ACCIDENT ON RIVER EGRAL**

The Union of Remraf (Hereinafter, “the Applicant”); along with Republic Of Fael, Kingdom Of Retaw and Tistadelphia (Hereinafter “the respondents”, Herein after, collectively, “the parties”) recall and reckon that:

WHEREAS the parties are members of the United Nations and that the Charter of the United Nations calls on members to settle international disputes by peaceful means;

AND WHEREAS differences have arisen between the parties concerning the Accident on River Egral;

AND WHEREAS the parties have been unable to settle these differences by direct negotiations and diplomatic discussions;

AND WHEREAS the parties desire to define the issues to be submitted to the International Court of Justice (the Court) for resolution;

In furtherance thereof the Parties hereby execute this Special Agreement to provide for matters, in the manner elucidated herein below:

ARTICLE 1

The Parties submit the questions contained in this Special Agreement (the Case) to the Court pursuant to Article 40(1) of the Statute of the International Court of Justice.

ARTICLE 2

Notwithstanding any prejudice to any question on the burden of proof, it is hereby agreed thereto that Union of Remraf shall appear as the Applicant; and the Republic of Fael, Kingdom Of Retaw and Tistadelphia shall appear as the Respondents.

Provided further that, the listing of parties, shall not cause any prejudice to raise of any claim, counter-claim or defense.

ARTICLE 3

The parties bring before the Court the matters concerning the Accidents on River Egral, without prejudice to the Statement of Agreed Facts annexed herewith, and thereby:

(a) The Court is requested to decide the Case on the basis of the rules and principles of international law, including any applicable treaties.

(b) The Court is also requested to determine the legal consequences, including the rights and obligations of the Parties, arising from its Judgment on the questions presented in the Case.

ARTICLE 4

The Parties to this Agreement seek to address the matter on Issue of Jurisdiction of the Hon'ble Court to address disputes on International Law, that arise where there has been no wrongful actions, and the parties agree that:

(a) The Parties shall accept any orders or judgment of the Court as final and binding upon them and shall execute it in its entirety and in good faith.

(b) Immediately after the receipt of any order or judgment, the Parties shall enter into negotiations on the modalities for its execution.

In witness whereof, the undersigned, being duly authorized affix thereto their respective seals of office to this Special Agreement, as on this twenty fifth day of February in the year two thousand and twenty:

SD

SD

Ambassador of Union of Remraf to the
Kingdom of Netherlands

Ambassador of Republic of Fael to the
Kingdom of Netherlands

SD

SD

Ambassador of Tistadelphia to the Kingdom of
Netherlands

Ambassador of the Kingdom of Retaw to the
Kingdom of Netherlands

CASE CONCERNING THE ACCIDENT ON RIVER EGRAL

STATEMENT OF AGREED FACTS



1. Republic of Fael is an Island Nation comprised of about 768 Islands, with a population of about 6 Crores spread across an area of 400,386 sq. km, and is one of the Investment Hubs, regarded as a popular tax haven and one of the largest exporters of Oil. Ria is the capital city of Fael, situated at the banks of River Egral, one of the largest rivers in the world, whose distributaries run all across the country, and thereafter flows to downstream countries such as Republic of Remraf, City-State Tistadelphia, including Kingdom of Retaw. Ria is ear-marked for various industries engaged in manufacturing of weapons, armory, Power generation, etc., and its proximity to the River Egral and being situated in the valley of the foothills of Niatnuom, the source of River Egral, makes it a lucrative hub for Trade.
2. Kingdom of Retaw, like Republic of Fael, is a member of OPEC and is one of the large exporters of Crude Oil in the world. With a population of about 6 Crores spread across an area of 357,386 sq. km, Retaw is ruled by His Highness Mustafa Nag-Beku; and his de-facto successor Prince Mustafa Al-Beku. Prince Mustafa Al-Beku has been entrusted with the Ministry of Finance and Public Affairs, and all investments, expenditures and revenues of the Kingdom of Retaw are managed in his discretion and control. Prince

Mustafa Al-Beku, is a business graduate from the University of Oxford, and under his able guidance, the Kingdom of Retaw has grown to be one of the leading economies of the world having a nominal GDP of USD 2.6 trillion. The Kingdom of Retaw and Republic of Fael have been one of the strongest allies. Kingdom of Retaw, under the vision of Prince Mustafa Al-Beku incorporated Retaw Inland Waterways Fael Inc. in accordance with the Fael Incorporation Laws, with the head office of the company at Ria. With an interest-free loan from the Commercial Bank of Fael, Retaw Inland Waterways Fael Inc. was able to meet a lot of its working capital requirements. Retaw Inland Waterways Fael Inc. owned a fleet of four Vessels that were seaworthy and pristine.

3. On 24 January, 2020, three vessels owned by the Retaw Inland Waterways Fael Inc. were hired by Tistadelphia, for carriage of weapons of war, civil explosives and Oil from Ria to Tistadelphia. As it was the season of monsoon, due precautions were taken to ensure the sea worthiness of the Ships, and the authorities at Fael, allowed for the commencement of the journey. The Ships started their journey on 25 January, 2020 and were due to enter into the borders of Union of Remraf, and on account of bad weather, the radar and communication channels of the vessels were exposed to Rain Fade.
4. Meanwhile in the early hours of 26 January, 2020 a Red Alert was issued by the Union of Remraf of the possibility of a Hurricane, and heavy thunder storms in the River Egral. Unaware, the three vessels continued their voyage, but the perils of the sea were at large. With about 38 Nautical Miles to enter into Remraf, Two Vessels collided with one another leading to a spillage of oil into the River Egral. One event leading to the other, with a strike of lightening, all three vessels ignited and exploded, leaving a long trail of fire, carrying all the debris, high in ammonium nitrate, downstream to Union of Remraf, which was purely an agrarian economy engaged in agriculture and dairy farming.
5. River Egral being the chief source of drinking water for all four countries, the accident cost all of them dearly. Over 15,000 people from Fael and Remraf consumed the water and died on account of severe methemoglobinemia. Retaw Inland Waterways Fael Inc. filed for bankruptcy, as it was unable to meet the cost of cleaning the debris.
6. Diplomatic Ties between the countries were strained, with each country blaming one another for the course of events. The loss to Union of Remraf was estimated to be approximately USD 1.6 Billion, which it sought to discuss with Republic of Fael, which

vehemently refused to take responsibility for the loss caused by the ships to Remraf, on the ground that the ships belonged to Kingdom of Retaw. On approaching the Kingdom of Retaw, it refused to take up liability for the actions on ground that the authorities at Fael, gave them the requisite approvals for the voyage; and further stated that the actions of a corporate entity cannot be extended to a sovereign. On stance liability, Tistadelphia claimed that although the goods carried by the vessels, were meant for its sole use and benefit, due care was taken to appoint an Independent Entity for ensuring safety of transit, and it thereby had no control over the exigency.

7. Union of Remraf, aggrieved by the loss caused thereto negotiates with the others to approach the International Court of Justice for relief, and in pursuance thereof has executed the Special Agreement dated 25 February, 2020.

REGISTRATION FORM

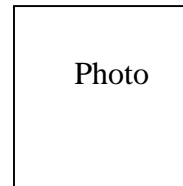
The Seventh International Law Moot Court Competition 26th and 27th April 2020

Name and address of the University/ Institution including e-mail and phone numbers:

1. Name of the Mooter:

Class : _____
Address : _____

Phone No. : _____
e-mail : _____



2. Name of the Mooter:

Class : _____
Address : _____

Phone No. : _____
e-mail : _____



3. Name of the Researcher:

Class : _____
Address : _____

Phone No. : _____
e-mail : _____



Signature and Seal of the Head of the Institution

* Photographs should be attested by the Principal/Head of the concerned Institution.