15-18 OCTOBER 2020
Law Centre – II, Faculty of Law
University of Delhi

S.K. Puri Memorial International Moot Court - JUSTIFIED’20
(VIRTUAL)
About Late Shri S.K. Puri
Senior Advocate

Born in 1937 in Punjab, Mr. Surinder Kumar Puri’s family had lost everything they had during the Partition of the country. Mr. S.K. Puri did his law from the University of Delhi in 1962 amidst deep struggle and started practicing with Shri Bawa Shiv Charan, an authority on criminal and civil law in the Tis Hazari courts from 1963.

A first generation lawyer, Mr. S.K. Puri had humble beginnings. He commenced with a modest practice from a small wooden bench under a tree in the Tis Hazari Courts. In the year 1968, he shifted his practice to Delhi High Court and with his sheer grit and determination he rose to become a successful lawyer and was designated as a senior advocate in 2001 by the Delhi High Court.

Apart from being a consummate lawyer, Mr. S.K. Puri was endowed with great leadership qualities. Besides being the joint secretary of Delhi Bar Association (DBA), Mr. S.K. Puri was also elected as the Honorary Secretary of the Delhi High Court Bar Association (DHCBA) for as many as six terms between 1974-1985. He, as the leader of the bar, has had a mass appeal and has always been perceived as an upright, ethical and honest lawyer. A firm believer in action, as the Honorary Secretary of DHCBA, he fought for the rights of the lawyers and was instrumental in getting the first Chamber Block constructed in the High Court of Delhi.

Mr. S.K. Puri was also an avid Reader and a quick learner. Having been bestowed with a photographic memory, he had the unique ability to retain each and every word of a document and was able to recite the exact word or sentence used in a particular para or context of a document. Often referred as "Ready Reckoner", he was blessed with amazing sensitivity and an ability to share knowledge.

A brilliant lawyer in every possible way, Mr. S.K. Puri had built a reputation for his gentle but incite cross examination skills which brought the toughest of witnesses to their knees. Mr. S.K. Puri has always reiterated and stressed on 3Ps of practice - Preparation, Presence and Perseverance and his charisma as a lawyer, from drafting or preparation to presentation of a case were unparalleled and unmatched.

The illustrious son of Late Shri S. K. Puri, Mr. Sacchin Puri, who has the honour of being one of the youngest advocates, to be designated as a Senior Advocate at Delhi High Court, and an alumnus of Law Centre -II, University of Delhi, instituted this Moot Competition in the Year 2018, in the fond memory of his father, to provide a platform to budding legal minds to enhance their knowledge & skills.
ABOUT LAW CENTRE-II

Law Centre-II made a humble beginning in the year 1971. It has had a glorious past of 49 years. The Centre had the privilege of being headed by the top law scholars of India, such as Prof. Upendra Baxi, a well-known jurist and former Vice-Chancellor of University of Delhi; Prof. Tahir Mahmood, who subsequently became Chairperson, Minority Commission; Prof. A.K. Koul, who was elevated as Vice-Chancellor, National Law University Jodhpur and National Law University, Ranchi; Prof. Gurdip Singh, who became Vice-Chancellor, National Law University, Lucknow; Prof. B.T. Kaul, who became Chairperson, Delhi Judicial Academy and Prof. Poonam Saxena, who is presently Vice-Chancellor, National Law University, Jodhpur. Adding strength to the Centre is its well-qualified and dedicated faculty for the overall development of the students.

Law Centre-II, a dynamic leader in the field of legal education, has produced many Judges, distinguished jurists, leading advocates, ministers and some of the best teachers in the country. The alumni included Senior Bureaucrats, Police Officers, Revenue Officers, Doctors, Engineers, Chartered Accountants, Company Secretaries, Politicians, etc. Some of its alumni include His Excellency Hon'ble Governor of Arunachal Pradesh Brigadier Sh. B.D. Mishra; Sh. K.J. Alphons, former Minister of State for Tourism; Justice B.D. Ahmed, former Chief Justice, Jammu and Kashmir High Court; Justice Kailash Gambhir; Justice S.N. Dhingra; Justice Rajiv Shakdhar; Justice V.K. Rao; Mr. M. Damodaran, former SEBI Chairman; TDSAT Member Mr. G.D. Geha, among many more legal luminaries.

Law Centre-II is a premier institution and is known for its qualitative teaching, research and other co-curricular and extra-curricular activities. It is one of the best institutions in the country which offers three-year LL.B. program. The S.K. Puri Memorial International Moot Court - “JUSTIFIED” is an annual activity of Law Centre-II in which teams from across the world participate.
## Awards

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<th>S. No.</th>
<th>CATEGORY</th>
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<tr>
<td>1.</td>
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## IMPORTANT DATES

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<td>Inaugural Session and Preliminary Rounds - I</td>
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<td>16.10.2020</td>
<td>Preliminary Rounds – II and Researcher’s Test</td>
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<td>17.10.2020</td>
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<td>18.10.2020</td>
<td>Final Rounds followed by Valedictory Session</td>
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The S.K. Puri Memorial International Moot Court Competition – JUSTIFIED’19 was held from 27th to 29th September 2019 at Law Centre – II, Faculty of Law, University of Delhi, Delhi, India. The competition witnessed participation from approximately 30 teams from across the South Asian region. The inaugural session was graced by Hon’ble Justice Manoj Kumar Ohri, Hon’ble Justice I.S. Mehta of the High Court of Delhi and Mr. Sanjeev Nasier, Advocate. The moot problem focussed on the subjects of refugee law and public international law.

The final rounds of JUSTIFIED’19 witnessed a stiff competition between National Law University Delhi and Thakur Ramnarayan College of Law, Mumbai who were judged by a Bench comprising of Hon’ble Justice Siddharth Mridul, Presiding Judge, High Court of Delhi, Mr. Sanjay Jain, Additional Solicitor General of India and Mr. S.B. Mitra, ED (HR & Law) GAIL. The team from National Law University, Delhi was adjudged as the winning team and Thakur Ramnarayan College of Law, Mumbai bagged the Runners-Up position.
S.K. PURI MEMORIAL NATIONAL Moot Court - JUSTIFIED’18

The 1st S.K. Puri Memorial National Moot Court Competition- JUSTIFIED’18, held at Law Centre – II, Faculty of Law, University of Delhi. This was the first national level moot court competition organised by Law Centre - II in collaboration with Senior Advocate, Mr. Sacchin Puri, in the fond memory of his father, Late Shri S.K. Puri who was himself a Senior Advocate and an alumna of University of Delhi. The objective of the competition is to provide law students from all over India and the world an appropriate platform to enhance their knowledge and skills towards their journey in becoming a lawyer.

The 1st S.K. Puri Memorial National Moot Court Competition- JUSTIFIED’18 saw participation from various colleges from different parts of the Country. Justice I.S. Mehta, Judge of the Delhi High Court graced the occasion at the inaugural ceremony. The final rounds were judged by a Bench of Justice A.K. Pathak and Justice Vibhu Bhakru, Judges, Delhi High Court, where Army Institute of Mohali was adjudged as the ‘Winning team’ and UILS, Punjab University were announced as the ‘Runners Up team’. Justice A.K. Sikri graced the occasion with his presence in the award ceremony. Besides a cash prize of Rs.31,000/- and Rs.21,000/- respectively, the winners and teams of the Quarter-final rounds were awarded with internships.
I. THE FACTS OF THE CASE:

1. SUPREME Manufacturing, Ltd., a Monsantanean company, is a manufacturer of Backup Power Generator and Installation equipment for use in commercial and multiunit residential buildings. Approximately 40 per cent of its production is exported.

PETEERSON Backup Power Generator Co., an Atlantanean company, is a firm that specializes in the sale, installation and servicing of Power back up Generator equipment in offices, stores, factories and multiple residence buildings.

SUPREME and PETERSON have had infrequent, but continuous, business relations for the past ten years, during which time they have concluded a total of twenty-three contracts, including the contract involved in this request for arbitration, for the sale of Backup Power Generator units for a total contract price of $20,260,000. Until the contract in question there have been no disputes between the two companies.

2. On 10 May, 2015, SUPREME and PETERSON concluded a contract for the sale of six model 100 KVA Backup Power Generator units at a price of $100,000 per unit (total $600,000) CIP (Incoterms 2010) Port Sea View, Atlantaneo. (Exhibit 1) The contract called for the first unit to be shipped from any port Monsantaneo within five months of the signing of the contract, i.e., prior to 10 October 2015. The second and third units were to be shipped within seven months of the signing of the contract, i.e., prior to 10 December 2015. The remaining three units were to be shipped within eight months of the signing of the contract, i.e., prior to 10 January 2016. According to clause 7.1 of the General Conditions, payment for each shipment was due “thirty days after notification from the Vendor to the Purchaser that the goods have been dispatched”.

3. On 10 October 2015, the first unit was shipped in a container on the MS Deep Sea Carrier from Puerto Naci, Monsantaneo. Notice of the shipment was sent by email on 11 October 2015. (Exhibit 2) It arrived at Port Sea View, Atlantaneo on 21 October 2015.
PETERSON transshipped the unit to Model City, Atlantaneo, where it and the other five model 100 KVA Backup Power Generator units were to be installed by PETERSON in a multi-unit residential building under construction by Atlantaneo Construction Co.

4. On 9 November 2015 SUPREME received an email from PETERSON saying “Model 100 KVA Backup Power Generator unit delivered to construction site. Having difficulties getting unit to work. Will let you know more soon.” (Exhibit 3). SUPREME replied on 10 November 2015 asking for more details and repeated its inquiries on 12 November and 20 November. (Exhibits 4, 5 and 6) On 22 November PETERSON replied that the Alternator system did not function properly and requested SUPREME to repair it. (Exhibit 7)

On the same day, 22 November 2015, SUPREME notified PETERSON by email that it was shipping by air a replacement Alternator unit for PETERSON to install. SUPREME pointed out that replacement of the Alternator system by PETERSON would be considerably less expensive than if SUPREME were to send its personnel to Atlantaneo to repair the Alternator unit in place. (Exhibit 8)

On 24 November 2015 PETERSON sent an email to SUPREME that its personnel were not available to repair the unit and threatened to go to another supplier if SUPREME did not send its personnel to Atlantaneo to install the replacement parts. (Exhibit 9)

The following day, 25 November, 2015, SUPREME notified PETERSON by email that the replacement Alternator unit had been shipped the previous day and repeated that PETERSON was obligated to install the replacement parts at SUPREME’s expense. (Exhibit 10) SUPREME also made demand for payment of the price for the first unit, less the cost to PETERSON of installing the replacement parts, i.e., $100,000 less an estimated $3,500.

5. PETERSON failure to reply promptly and its failure to pay the purchase price that was due on 10 October 2015 caused SUPREME to feel insecure as to whether PETERSON had any intention to fulfill its obligations under the contract. SUPREME had heard rumors that as soon as PETERSON found that there was a problem with the Alternator unit and before it sent the imprecise email of 9th November 2015, PETERSON had been in contact with Northnest Manufacturers Inc., a manufacturer of Backup Power Generator equipment in competition with SUPREME, to determine whether Northnest could deliver equipment to satisfy PETERSON’s obligations under its contract with Atlantaneo Co. in the necessary time and at a lower price. As a result, on 30 November 2015, SUPREME sent another email to PETERSON stating that before it shipped the next two Backup Power Generator units, which was due by 10 December 2015, it insisted on payment of the outstanding balance of $65,500 and establishment of a letter of credit for $535,000 with a first class international bank, confirmed by a bank in Monsantaneo, that allowed for partial drawings. (Exhibit 11)

6. PETERSON replied on 2 December 2015 by email in which it purported to cancel the contract and stated that it was holding the Backup Power Generator unit for SUPREME. (Exhibit 12) SUPREME replied by email the same day protesting PETERSON’s purported cancellation of the contract and indicating that it was withholding the December shipment. (Exhibit 13) PETERSON sent a further email on 2 January 2016 requesting SUPREME to remove the Backup Power Generator unit. (Exhibit 14)
7. During the following six months there were unsuccessful negotiations between the two parties. On 10 June 2016 PETERSON sent an email to SUPREME stating that it had found a buyer for the unit it was holding at a price after repair of $60,000. The email stated that PETERSON would sell for the account of SUPREME if there was no reply by 17 June 2016. (Exhibit 15) Since SUPREME had already indicated by its email of 2 December 2015 that it did not accept the cancellation of the contract and that the unit shipped belonged to PETERSON, a position it had continuously upheld in the subsequent negotiations, it saw no reason to reply. PETERSON sent a further email on 20 June 2016 that it was repairing the unit for the account of SUPREME and that it would sell the unit when the repairs were ready. (Exhibit 16) On 2 July 2016 PETERSON sent an email that it had sold the unit for $60,000 and that it would remit to SUPREME $40,900, which it claimed was the difference between the price of $60,000 at which it sold the unit and its alleged costs and damages. (Exhibit 17) The following day, 3 July 2016, SUPREME replied by email that it continued to hold PETERSON in breach of contract, but that it was willing to settle the dispute if PETERSON would pay the $100,000 for the unit shipped. (Exhibit 18)

8. Since SUPREME never received a reply from PETERSON, on 12 July 2016 it notified PETERSON by email that it would invoke the arbitration clause in the contract of 10 May 2015. (Exhibit 19)

II. THE LEGAL POSITION

1. Arbitration clause Clause 3 of the Special Conditions of the contract of 10 May 2015 provided that;

Any controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration as follows:

- If the Claimant is a Monsantaneo person or entity, the arbitration shall be conducted under the International Arbitration Rules of the American Arbitration Association in effect at the time of filing the claim,

- If the Claimant is a Atlantaneo person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Greek Federal Economic Chamber,

- The place of arbitration shall be Athens

- The number of arbitrators shall be three

- The language of the arbitration shall be English.
2. Law applicable to the contract

Clause 2 of the Special Conditions provided that the contract was to be governed by the United Nations Convention on Contracts for the International Sale of Goods. That would have been the result in the absence of clause 2, since both Monsantaneo and Atlantaneo are, and were prior to the conclusion of the contract of 10 May 2015, parties to the Convention.

Clause 2 also provides that “Any matters not governed by the Convention shall be governed by the general principles of law governing international contracts.”

3. Legal rights of the claimant

a) SUPREME shipped the first model 100KVA Backup Power Generator unit within the period of time specified in the contract.

b) PETERSON lost any right it may have had to rely on a lack of conformity of the unit by not giving notice specifying the nature of the lack of conformity within a reasonable time after PETERSON discovered it or ought to have discovered it.

c) Even though SUPREME had no further obligations in regard to the model 100KVA Backup Power Generator unit shipped since adequate notice of the defect was not given within the required time, SUPREME rectified the defect by furnishing replacement parts to PETERSON’s to install at SUPREME’s cost. This action on the part of SUPREME fulfilled any obligation that SUPREME might have had under the contract and the Convention to repair the defective unit.

d) PETERSON has not paid, and continues to refuse to pay, the $100,000 due for the 100KVA model Backup Power Generator unit shipped.

e) PETERSON has unjustifiably repudiated the entire contract by purporting to cancel the contract in its email of 2 December 2015, leading to damages of $100,000 for loss of profits on the five model 100KVA Backup Power Generator units remaining to be shipped.

4. Prayer before the Arbitral Tribunal MAY IT PLEASE THE ARBITRAL TRIBUNAL

- to order PETERSON to pay SUPREME the $100,000 due for the model 100 KVA unit that was shipped, plus interest at the rate of 6 per cent per annum from 21 October 2015 to the date of payment;

- to order PETERSON to pay SUPREME the $100,000 in damages due for the breach of the contract to purchase the remaining five model 100 KVA Backup Power Generator units, plus interest;

- to order PETERSON to pay all costs of the arbitration, including the lawyers’ fees.

(signed), 10 APRIL, 2017
III. LEGAL POSITION

Legal Rights of the Respondent

1. There is common ground between PETERSON and SUPREME that the model 100KVA Backup Power Generator unit was defective.

2. PETERSON inspected the unit promptly after it was delivered to the construction site where it was to be installed. As soon as PETERSON had determined that the unit was defective it notified SUPREME of the defect.

3. SUPREME refused to repair the unit after PETERSON repeatedly required it to do so.

4. The unrepaired unit could not be used by PETERSON to fulfill its contractual obligations to CONSTRUCTION. PETERSON was being pressed by CONSTRUCTION to install the first of six functioning Power Backup Generator units promptly so that CONSTRUCTION could continue with the construction of the residential complex. Therefore, PETERSON was within its rights to cancel the contract with SUPREME and to purchase replacement units from another supplier.

5. PETERSON is entitled to reimbursement for its expenses in preserving and selling SUPREME's unit, including its expenses in repairing the unit prior to sale. Such reimbursement can be recovered from the $60,000 for which SUPREME's unit was sold.

6. PETERSON is also entitled to recover the damages it was required to pay to CONSTRUCTION for delay in furnishing Backup Power Generator units under the contract between them of 10 May 2015, which delay was caused by SUPREME's failure to fulfill its obligations to PETERSON.

Accordingly; MAY IT PLEASE THE TRIBUNAL

- to declare that PETERSON was within its rights when it canceled the contract of 10 May 2015;
- to declare that PETERSON properly sold the Backup Power Generator unit for the account of SUPREME;
- to declare that SUPREME is liable to PETERSON for the expenses it incurred in preserving and selling SUPREME's unit, including its expenses in repairing the unit prior to sale.
- to declare that SUPREME is liable to PETERSON for the damages that PETERSON was required to pay to CONSTRUCTION for delay in furnishing Backup Power Generator units under the contract between them of 10 May 2015;
- to declare that PETERSON may reimburse itself for these expenses and damages from the amount it collected for SUPREME upon the sale of the unit, leaving a balance due to SUPREME of $40,900
- to order SUPREME to pay all costs of the arbitration, including the lawyers' fees.

CLAIMANT'S Exhibit 1

CONTRACT

This contract is between SUPREME Manufacturing Ltd., Ltd., Industrial Street 14, 1234 Mount City, Monsantaneo (hereafter referred to as 'Seller') and PETERSON Power backup Generator Co., 3591 White Fort, 7286 Peak Avenue, Atlantaneo (hereafter referred to as 'Buyer').

Seller agrees to sell and Buyer agrees to purchase six model 100 KVA Backup Power Generator units for $100,000 per unit (total $600,000) CIP (Incoterms 2010) Port Sea View, Atantaneo. Specifications as per Seller's catalog dated 1 January 2015.

Special Conditions

1. Shipping dates. The first unit shall be shipped from any port Monsantaneo within five months of the signing of this contract. The second and third units shall be shipped from any port Monsantaneo within seven months of the signing of this contract. The fourth, fifth and sixth units shall be shipped from any port Monsantaneo within eight months of the signing of this contract.

2. Choice of law. The contract is to be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any matters not governed by the Convention shall be governed by the general principles of law governing international contracts.

3. Arbitration clause. Any controversy or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration as follows:

   - If the Claimant is a Monsantaneo person or entity, the arbitration shall be conducted under the International Arbitration Rules of the American Arbitration Association in effect at the time of filing the claim,
   
   - If the Claimant is a Atlantaneo person or entity, the arbitration shall be conducted under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Greek Federal Economic Chamber

   - The place of arbitration shall be Athens
   - The number of arbitrators shall be three
   - The language of the arbitration shall be English.

CLAIMANT'S Exhibit 2
Text of an email sent by SUPREME to PETERSON on 10 May, 2015:

“Model 100 KVA Backup Power Generator Units shipped 10/10 MS High Sea Charter from Puerto Naci, Monsantaneo. Due Port Sea View 21/10. Documents follow.”

CLAIMANT'S Exhibit 3
Text of an email sent by PETERSON to SUPREME on 9 November, 2015:
“Model 100 KVA Backup Power Generator unit delivered to construction site. Having difficulties getting unit to work. Will let you know more soon.”

CLAIMANT'S Exhibit 4
Text of an email sent by SUPREME to PETERSON on 10 November 2015: "Please inform soonest nature of difficulties."

CLAIMANT'S Exhibit 5
Text of an email sent by SUPREME to PETERSON on 20 November 2015:
“Waiting to know nature of difficulties. Please advise.”

(signed, 10 May 2015)
Patrik Stevens
Sales Manager
SUPREME Manufacturing, Ltd.

(signed, 10 May 2015)
Jack Williams
Purchasing Agent
PETERSON Power backup Generator, Co

CLAIMANT'S Exhibit 6
Text of an email sent by SUPREME to PETERSON on 20 November 2015: “Please inform if unit now operating.”

CLAIMANT'S Exhibit 7
Text of an email sent by PETERSON to SUPREE on 22 November 2015:
“Automatic Alternator system does not function. Do not have personnel available to diagnose further. Please repair promptly.”

CLAIMANT'S Exhibit 8

Text of an email sent by SUPREME to PETERSON on 22 November 2015:

“Sending replacement Alternator system by air for you to install at our cost. Return defective control unit to us for repair. Too expensive to send our technicians. Payment due 21/10. Please send.”

CLAIMANT'S Exhibit 9

Text of an email sent by PETERSON to SUPREME on 24 November 2015:

“Repeat, our personnel not available. Your responsibility to repair. We will pay when unit operates. Our buyer becoming insistent. Wants unit operating before closing access to building. We must go to other supplier if you do not repair promptly. Please acknowledge.”

CLAIMANT'S Exhibit 10

Text of an email sent by SUPREME TO PETERSON on 25 NOVEMBER 2015:

“Replacement control unit sent by air 24/11. We repeat, you obligated install at our cost. Expect you pay immediately 100,000 less repair cost. We estimate your cost 3,500.”

CLAIMANT'S Exhibit 11

Text of an email sent by SUPREME TO PETERSON on 30 NOVEMBER 2015:

“Have not received payment. Before shipping next two units, insist on payment $ 65,000 and establishment confirmed L/C $ 535,000, international bank, partial draw allowed, for remaining 5 units.”

CLAIMANT'S Exhibit 12

Text of an email sent by PETERSON to SUPREME on 2 DECEMBER 2015:

“Alternator unit still not working. You failed to repair as we insisted. Must supply our buyer working units. Canceling contract 10/05/2015. Holding defective unit for you at your cost.”

CLAIMANT'S Exhibit 13

Text of an email sent by SUPREME to PETERSON on 2 December 2015:

“Protest your actions. Holding you for price unit shipped and damages remainder of contract. In view your actions, withholding August shipment.”
CLAIMANT'S Exhibit 14

Text of an email sent by PETERSON to SUPREME on 2 January 2016: “Please remove your unit. You know we don't have such warehouse space.”

CLAIMANT'S Exhibit 15

Text of an email sent by PETERSON to SUPREME on 10 JUNE 2016:

“Have found buyer for your Power Generator repaired $60,000. Please advise. If no response by 17/6, will sell your account.”

CLAIMANT'S Exhibit 16

Text of an email sent by PETERSON to SUPREME on 20 JUNE 2016: “Repairing Alternator unit your account. Will sell when ready.”

CLAIMANT'S Exhibit 17

Text of an email sent by PETERSON to SUPREME on 2 JULY 2016:

“Back up Power Generator unit sold your account $60,000. Will remit $40,900, price less costs and damages. Please inform bank and account number.”

CLAIMANT'S Exhibit 18

Text of an email sent by SUPREME to PETERSON on 3 July 2016:

“We have repeatedly said that you are in breach of contract dated 10/05/2015. Am willing to settle on basis you pay us full $100,000 for the unit shipped. We are willing to waive damages on other five units.”

CLAIMANT'S Exhibit 19

Text of an email sent by SUPREME to PETERSON on 12 July 2016: “Not having heard from you, we are invoking arbitration clause.”

>>>>>>>>>>>>>>>>>>>>
ORGANISING COMMITTEE
JUSTIFIED’2020

TEACHER MEMBERS

Dr. Pinki Sharma (Convener)
Head – Organising Committee
E-mail: pinki_sharma2004@yahoo.co.in

Dr. Monica Chaudhary

Mr. Pramod Tiwari

Dr. Naresh Mahipal

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For all information please refer to the website https://skpurimemorialmoot.org/
S.K. PURI INTERNATIONAL MOOT COURT – JUSTIFIED ‘20
AT
LAW CENTRE – II, FACULTY OF LAW,
UNIVERSITY OF DELHI,
DELHI, INDIA

AMENDED RULES

DATE & VENUE OF THE COMPETITION

The oral rounds of the S.K. Puri Memorial International Moot Court – JUSTIFIED’20 (hereinafter, “the competition”) shall no longer be held on the campus of Law Centre-II, Faculty of Law, University of Delhi from 27th to 29th March 2020 as scheduled.

In light of the Coronavirus pandemic, the oral rounds of the competition have been postponed and shall now be held from 15th to 18th October 2020 online via Live Video Conferencing.

The competition shall be restricted to the teams that have already registered for the competition.

I. ORGANISING COMMITTEE

A. COMMITTEE MEMBERS

a) Prof. Mahavir Singh, In-charge, Law Centre – II, shall be the competition administrator.

b) The members of the Organising Committee (OC) for the competition are as follows:

(i) Dr. Pinki Sharma (Head of OC)
(ii) Mr. Kumar Abhishek (Co-Convener, Moot Court Society, Law Centre – II)
(iii) Ms. Ruchika Bhatt (Co-Convener, Moot Court Society, Law Centre – II)
(iv) The Core and Executive Council Members, Moot Court Society, Law Centre – II
II. TEAM COMPOSITION

a) Once the competition commences on 15th October 2020, no changes in the members of the participating team shall be allowed without the permission of the OC.

b) Once the competition commences on 15th October 2020, no interchangeability amongst/between the speakers and/or researcher shall be allowed at any point in the competition without the permission of the OC.

III. RULES REGARDING ORAL SUBMISSIONS

A. FORMAT OF THE COMPETITION

The competition shall commence on 15th October 2020 and conclude on 18th October 2020. The competition will take place in the following format:

a) The First Preliminary Round which will be held on 15th October 2020

b) The Second Preliminary Round which will be held on 16th October 2020

c) One Quarter Final Round & Semi-Final Round which will be held on 17th October 2020

d) The Final Round which will be held on 18th October 2020.

The Valedictory Session will be held on 18th October 2020. The monetary prizes shall be transferred to the winners via RTGS or NEFT. E-certificates will also be sent directly to the participants.

B. RULES FOR THE ONLINE PLATFORM:

a) The Organizing Committee reserves the right to choose an online platform to conduct the competition.
b) Technological Requirements:
   (i) Participants are to use a stable internet connection (4G or Wi-Fi) during the virtual mooting sessions.
   (ii) Participants must use laptops or PCs for the oral rounds. The use of cell phones is prohibited.
   (iii) Participants are advised to use headphones during the rounds for better sound reception.
   (iv) The participants must ensure that any noise or audio other than their voice should not disturb the court proceedings.
   (v) The participants should make necessary preparations before entering the meeting room i.e. downloading the required Application and ensuring that their device is compatible with the same.
   (vi) The participants are prohibited from recording the Virtual Courtroom proceedings in any form or manner.

c) The Invitation Link to the Virtual Courtroom shall be sent to the team on their registered e-mail ID, two hours prior to the rounds.

d) The Teams will be e-mailed the soft copy of their opponent’s Written Submission prior to the oral rounds. Mistakes in the same need to be highlighted by the teams and sent to the Court Masters immediately upon the conclusion of each round.

e) The participants should only use their UTC as their username while joining the Virtual Courtroom.

f) Identification Requirements: Since it is a virtual moot, all participants must bear with them at least one identity document for any probable verification during the Mooting sessions.

g) The background of the participants on video shall be plain and shall not contain any symbols or any representations.

h) Only the respective team members, judges, court masters and members of the organizing Moot Court Committee may be present in the Virtual Courtrooms. No faculty designate or observer of participating colleges/institutions/universities shall be allowed to join the virtual mooting sessions.
i) In the Virtual Courtrooms, all participants shall keep their videos turned on at all times.

j) The participants must keep their microphones muted until they are required to speak.

k) The distribution of time between the speakers should be intimated by the team to the Court Master prior to the start of the proceedings. The Court Master shall interrupt the meeting to give a reminder to each speaker 5 minutes and 2 minutes before the time allotted, as provided by the teams, is to come to an end.

l) In case internet connection of Speaker 1 is lost or if that Speaker faces any other difficulty in connecting, a time limit of 5 minutes will be given to that speaker to reconnect. After 5 minutes are over, Speaker 2 will take over to put forth their arguments. In the meanwhile, Speaker 1 should try to reconnect. However, even after completion of arguments of Speaker 2, if Speaker 1 has not reconnected, the team shall be marked on the basis of arguments put forth by Speaker 2 and Speaker 1 only if he has put forth any arguments before disconnection.

m) In case internet connection of Speaker 2 is lost or if that Speaker faces any other difficulty in connecting, a maximum of 10 minutes will be given to reconnect. If that Speaker fails to reconnect, the team shall be marked only on the basis of the arguments put forth by Speaker 1 and Speaker 2 if he has put forth any arguments before disconnection.

n) In case the judges face Internet connectivity issues, the time limit of the respective rounds will be adjusted accordingly by the organizer of the round.

o) Any other queries will be solved by the Court Master in consultation with the OC.

p) The participating teams are not allowed to use any other electronic device other than the one which is being used to participate in the moot, including (but not limited to), tablet computers, mobile phones, smart/digital watches etc. in the Virtual Courtroom during the course of the round, including when the opposite team is addressing arguments. In case a member of a
team is found using any such electronic device, the team shall invite a severe penalty which may include disqualification.

q) Any problems encountered by the teams should be communicated by the team to the Court Master via the group text feature of the organizer’s hosting platform.

r) If a team scheduled to take part in a round does not appear within 10 minutes of the scheduled time, the other team shall be allowed to submit ex-parte.

s) The organizers shall not be held responsible for any glitches arising out of poor network or other technical issues.

t) In any case whatsoever, the decision of the OC shall be final.

C. PRELIMINARY ROUNDS

a) Each team shall be required to represent both parties to the problem across the two preliminary rounds. The OC shall, through a seeding process dependent on the memorial score, pair the Teams. The OC shall not disclose the seed rankings at any time

b) Each team shall have a maximum of 30 minutes to advance arguments which include the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent’s memorial.

c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 10 minutes to advance their arguments. This shall be intimated to the Court Master before the commencement of the round.

d) The teams must mandatorily reserve a minimum of 2 minutes for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 30 Minutes time limit.

e) The Teams are required to highlight the mistakes in the Opposing Team’s memorial and the highlighted memorial is to be sent to the Court Masters immediately upon the conclusion of each round.

f) Judges may also exercise their discretion in extending the time for advancing
of oral arguments and in determining the method of dealing with such extension of time in scoring the team.

g) Best Speaker and Second-Best Speaker shall be decided based on the scores of the preliminary rounds.

h) Qualification to the Quarter-Final Rounds:

8 teams shall qualify for the quarter-final rounds based on their performance in the preliminary rounds in the following manner:

(i) The 8 teams that win both the preliminary rounds shall qualify for the quarter-final rounds.

(ii) In the event, there are less than 8 teams with two wins across both the preliminary rounds then, in addition to the teams with two wins that qualify for the quarter-final rounds, the teams with one win in either of the preliminary rounds shall be considered for qualification to the quarter-final rounds. In such a case, the margin by which the team with one win has won the round shall be adjusted against the margin by which such team has lost the other round, based on the total score. The teams which have won by a greater margin than the others shall qualify for the quarter-final rounds.

(iii) In the event there are more than 8 teams with two wins across both the preliminary rounds then the total margin by which the winning teams have defeated their opponents in both the rounds, based on the total score, shall be taken into consideration and the 8 teams with the highest total winning margin across the two rounds shall qualify for the quarter-final rounds.

(iv) In the event of a tie between the winning margin of two teams, based on the total score, the memorial scores of the teams shall be considered in order to break the tie. The team with a greater memorial score shall qualify.
D. QUARTER-FINAL ROUNDS

a) Based on the prescribed rules regarding qualification to the quarter-final round, 8 teams shall qualify for the quarter-final round. The opposing teams shall be decided through a seeding process dependent on the winning margin of the teams in the Preliminary Rounds.

b) Each team shall have a maximum of 30 minutes to advance arguments which include the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent’s memorial.

c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 10 minutes to advance their arguments. This shall be intimated to the Court Master before the commencement of the round.

d) The teams must mandatorily reserve a minimum of 2 minutes for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 30 Minutes time limit.

e) The Teams are required to highlight the mistakes in the Opposing Team’s memorial and the highlighted memorial is to be sent to the Court Masters immediately upon the conclusion of each round.

f) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.

g) Qualification to the Semi-Final Round: The four teams that win their respective rounds shall qualify for the Semi-Final Round. In the event of a tie, the same shall be broken by taking into consideration the memorial scores.

E. SEMI-FINAL ROUND

a) Based on the prescribed rules regarding qualification to the semi-final round, 4 teams shall qualify for the semi-final rounds. The opposing teams shall be decided through a seeding process dependent on the scores of the teams of the Quarter-final Round.

b) Each team shall have a maximum of 25 minutes to advance arguments which
include the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent’s memorial.

c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 8 minutes to advance their arguments. This shall be intimated to the Court Master before the commencement of the round.

d) The teams must mandatorily reserve a minimum of 1 minute for rebuttals and sur-rebuttals by the claimant and the respondent respectively and this shall be included within the 25 Minutes time limit.

e) The Teams are required to highlight the mistakes in the Opposing Team’s memorial and the highlighted memorial is to be sent to the Court Masters immediately upon the conclusion of each round.

f) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.

g) Qualification to the Final Round: The two teams that win their respective rounds shall qualify for the Final Round. In the event of a tie, the same shall be broken by taking into consideration the memorial scores.

F. FINAL ROUND

a) Based on the prescribed rules regarding qualification to the final round, 2 teams shall compete in the final round.

b) Each team shall have a maximum of 25 minutes to advance arguments which include the time for answering questions, rebuttals, sur-rebuttals and enlisting of errors in the opponent’s memorial.

c) Each team is entitled to divide and allocate time to each speaker of the team in the manner it deems fit provided that no speaker shall be allocated less than 8 minutes to advance their arguments. This shall be intimated to the Court Master before the commencement of the round.

d) The teams must mandatorily reserve a minimum of 1 minute for rebuttal and sur-rebuttals by the claimant and the respondent respectively and this shall be
included within the 25 Minutes time limit.

e) The Teams are required to highlight the mistakes in the Opposing Team’s memorial and the highlighted memorial is to be sent to the Court Masters immediately upon the conclusion of each round.

f) Judges may also exercise their discretion in extending the time for advancing of oral arguments and in determining the method of dealing with such extension of time in scoring the team.

g) The team with the greater total score shall be the winning team of the competition.

The reduction in the duration of the Semi-Final and Final Rounds has been consciously done in an endeavour to bring the competition closer to the practice prevalent in the legal profession.

Results for each round of the competition shall be declared on the Facebook page and website of the competition. The same shall also be intimated to the teams directly through e-mail.

**IV. ANNEXURES AND COMPENDIUM**

(i) The Annexures and Compendium shall be submitted to the OC via email to mcclc2@gmail.com by 18:00 on 12th October.

(ii) The Compendium and Annexures should only be sent as single PDF files respectively for easy accessibility of the judges

(iii) The teams shall make sure that no annexure, document or compendium contains any personally identifiable detail or information including the logo or/and name of institution/college/university or the names of the participants.
V. RESEARCHERS’ TEST

A Researchers’ Test shall be conducted online via Google Forms which will consist of objective type questions. The duration of the test will be 26 minutes. Link for the same will be provided by the OC in due time. The participants will be required to keep their videos switched on for the entirety of the test. Any participant found using any unfair means during the test, will be disqualified immediately.

VI. AWARDS AND PRIZES

a) The following are the categories for which monetary prizes shall be given:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>CATEGORY</th>
<th>PRIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Winner</td>
<td>₹ 50,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>Runners Up</td>
<td>₹35,000/-</td>
</tr>
<tr>
<td>3.</td>
<td>Best Memorial</td>
<td>₹25,000/-</td>
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<tr>
<td></td>
<td>Second Best Memorial</td>
<td>₹20,000/-</td>
</tr>
<tr>
<td>4.</td>
<td>Best Researcher</td>
<td>₹15,000/-</td>
</tr>
<tr>
<td></td>
<td>Second-Best Researcher</td>
<td>₹10,000/-</td>
</tr>
<tr>
<td>5.</td>
<td>Best Speaker</td>
<td>₹15,000/-</td>
</tr>
<tr>
<td></td>
<td>Second-Best Speaker</td>
<td>₹10,000/-</td>
</tr>
</tbody>
</table>
All participants shall receive e-certificates of participation. All winning participants shall also receive e-certificates of merit declaring their position. The e-certificates shall be sent within one week of the conclusion of the competition.

The monetary prizes shall be sent to the winners through RTGS or NEFT.

VII. CONTACT DETAILS

a) Subject to the rules of the competition, participants shall address all queries to the official e-mail address i.e. mcclc2@gmail.com.

b) Further contact details:

<table>
<thead>
<tr>
<th>TEACHER CONVENER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Pinki Sharma</td>
</tr>
<tr>
<td>Head – Organising Committee</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:pinki_sharma2004@yahoo.co.in">pinki_sharma2004@yahoo.co.in</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STUDENT CONVENERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr. Kumar Abhishek</td>
</tr>
<tr>
<td>Co-Convener, MCS, LC-II</td>
</tr>
<tr>
<td>Phone: +91-9939259710</td>
</tr>
<tr>
<td>Ms. Ruchika Bhatt</td>
</tr>
<tr>
<td>Co-Convener, MCS, LC-II</td>
</tr>
<tr>
<td>Phone: +91-9690611826</td>
</tr>
</tbody>
</table>
## ITINERARY OF ORAL ROUNDS

<table>
<thead>
<tr>
<th>TIME</th>
<th>PARTICULARS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DAY 1- 15.10.2020</strong></td>
<td></td>
</tr>
<tr>
<td>4:00 P.M. – 5:00 P.M.</td>
<td>Opening Ceremony</td>
</tr>
<tr>
<td>12:00 P.M. – 1:00 P.M.</td>
<td>Preliminary Round 1</td>
</tr>
<tr>
<td><strong>DAY 2- 16.10.2020</strong></td>
<td></td>
</tr>
<tr>
<td>12:00 P.M. – 1:00 P.M.</td>
<td>Preliminary Round 2</td>
</tr>
<tr>
<td>4:00 P.M. – 5:00 P.M.</td>
<td>Researcher’s Test</td>
</tr>
<tr>
<td>6:00 P.M. – 7:00 P.M.</td>
<td>Results of Preliminary Rounds followed by Memorial Exchange for Quarter Final Rounds</td>
</tr>
<tr>
<td><strong>DAY 3- 17.10.2020</strong></td>
<td></td>
</tr>
<tr>
<td>10:30 A.M. – 12:00 P.M.</td>
<td>Quarter-Final Rounds</td>
</tr>
<tr>
<td>1:30 P.M. – 2:30 P.M.</td>
<td>Results of Quarter-Final Rounds and Memorial Exchange for Semi-Final Rounds</td>
</tr>
<tr>
<td>3:30 P.M. – 5:00 P.M.</td>
<td>Semi-Final Rounds</td>
</tr>
<tr>
<td>7:00 P.M. – 7:30 P.M.</td>
<td>Results of Semi-Final Rounds</td>
</tr>
<tr>
<td><strong>DAY 4- 18.10.2020</strong></td>
<td></td>
</tr>
<tr>
<td>10:00 A.M.</td>
<td>Memorial Exchange for the Final Round</td>
</tr>
<tr>
<td>11:30 A.M. – 12:30 P.M.</td>
<td>Final Round</td>
</tr>
<tr>
<td>12:30 P.M. – 1:30 P.M. (tentative)</td>
<td>Valedictory and Prize Distribution</td>
</tr>
</tbody>
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