



IAS Phase-I

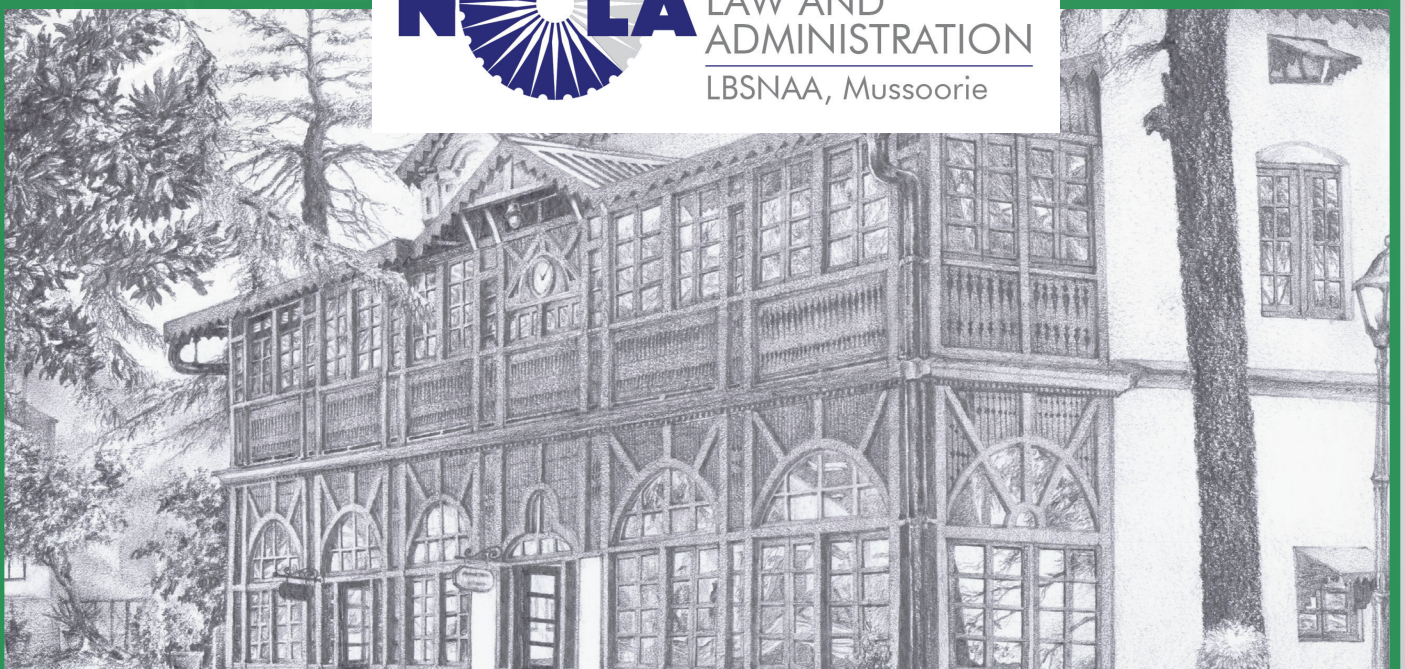
Professional Training Programme

Moot Court Competition Report

(23rd to 24th February, 2024)



NATIONAL
CENTRE FOR
LAW AND
ADMINISTRATION
LBSNAA, Mussoorie



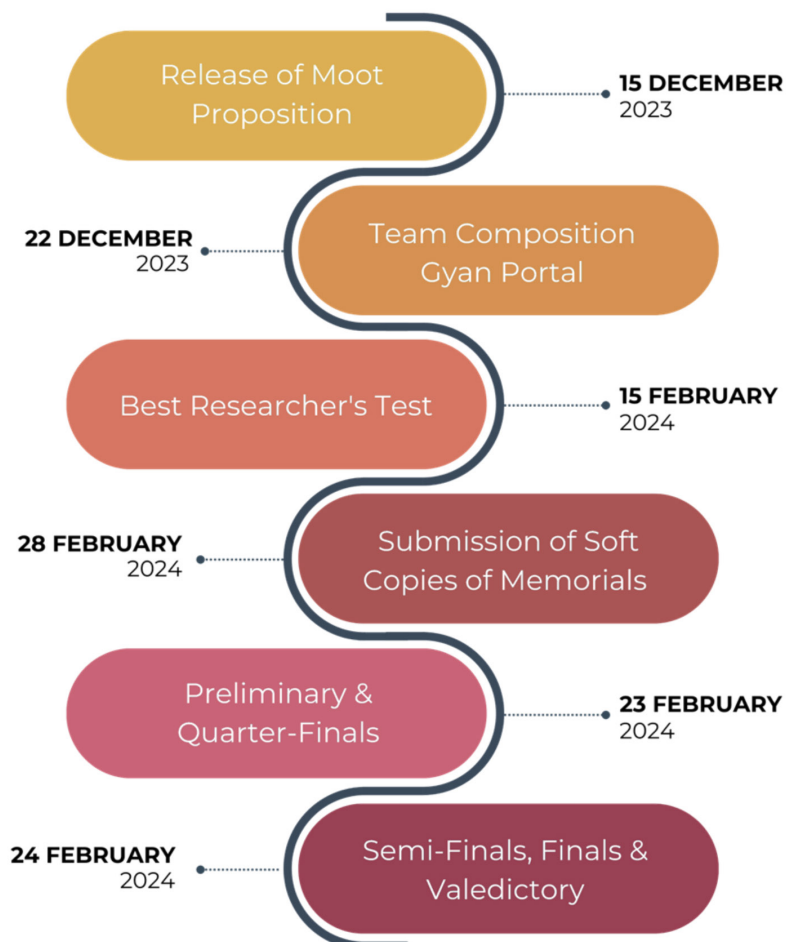


Group Photograph of IAS Phase-I Professional Training Programme (2023 Batch)
23 February, 2024

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Moot Court Competition Timeline





2nd LBSNAA MOOT COURT COMPETITION

23-24 FEBRUARY, 2024



NATIONAL
CENTRE FOR
LAW AND
ADMINISTRATION
LBSNAA, Mussoorie



MOOT PROPOSITION

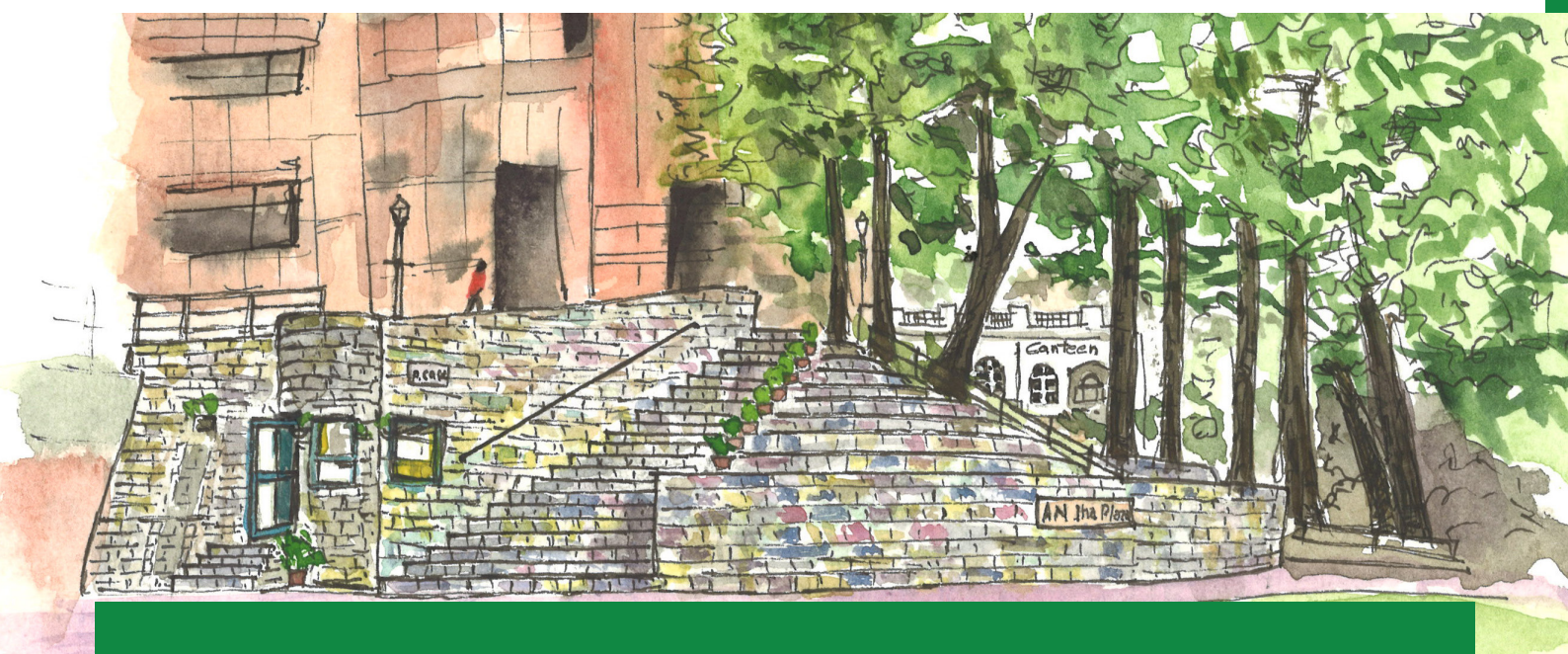


1. The country Indica is a peninsula located in the Southeast region of the Asian continent. It is governed by the world's largest codified Constitution and has the greatest number of codified legislations in comparison to the countries within the continent. The Judiciary of Indica is considered to be one of the most powerful Judicial Institutions worldwide and is renowned for protecting the rights of not only citizens, but also non-citizens, corporations, and institutions both national and international.

2. Indica has a mixed economy system and being a developing economy, various Public Sector Undertakings (PSUs) and Public Sector Enterprises (PSEs) of the Government enter into contracts with Private Sector Enterprises worldwide, for infrastructural development. Also, the different Ministries of the Government enter into contracts with international Private Sector Enterprises for

infrastructural development. Because of this, the infrastructure of the country is developing at quite a good pace.

3. Indica is surrounded by two other countries, namely, Feloshia and Czar. Both of these countries have certain border issues with Indica. Indica has been to war with Feloshia three times and once



with the Czar. Due to this, there is always a threat to the national security and sovereignty of Indica, in the places where the borders of Indica and Feloshia, and Indica and Czar meet.

4. Flipson is an international Private Sector Enterprise which undertakes government projects worldwide and is considered to be one of the most trusted and relied upon service providers in the domains of tunnelling, railways construction and grouting in the manufacturing of high-speed bullet trains. It has quite an illustrious reputation worldwide for completing its contractual obligations on time and in some cases, even

before the time specified in the agreement. In addition to bullet trains, they are also involved in other infrastructural domains.

5. Indica is also famous for its railway network. It has the fourth largest railway network worldwide with a route length that spans across 67,956 km and has a running track length of 99,235 km. The Ministry of Railways often float global tenders for the development, maintenance, or reconstruction of the railways and because of this, the Indian Railways has grown to expand far and wide. Furthermore, it has outsourced its work several times.

6. Recently, in the year 2016, the Ministry of Railways, floated a global tender for the construction of a high-speed freight rail (hereinafter referred to as 'the project') between the stations Orana and Kanzing, owing to the importance of national security, as the former city is the hub of defence manufacturing and the latter shares a border with both Czar and Feloshia, making it strategically very important. The distance between the two cities is about 976 km, and the Ministry of Railways desired the construction of the project at the earliest due to the border disputes between the countries.



7. After the tender was released by the Ministry of Railways on 06th June 2016, there were many international enterprises that showed interest in the tender, with Flipson being one of them. The last date for the receipt of the tender was 04th August 2016. After scrutiny of the offers received, it was found that the offer for tender given by Flipson was the third lowest and there were other two enterprises ahead of it.

8. However, owing to the reputation of the Flipson for fulfilling the contractual obligations on time, and in accordance with the General Financial Rules along with approval from the Cabinet, the Ministry decided that the tender for construction of the project shall be given to Flipson on nomination basis. When the same was communicated to Flipson, it promised to perform the contract within the stated time period, and was made aware of the fact that solely because the Ministry desires no delay in the project and worries over border conflict, it is being offered this tender.



9. The Ministry of Railways, while entering into the contract, made Flipson aware of the issue of national security and the apprehension of an outbreak of war due to which the project must be completed on time so that the essential supplies could be sent to the forces on the border. They agreed verbally that the project shall be completed latest by the end of December 2019 and the cost of the project was fixed at around INR 10,800 crores. Some of the important clauses of the agreement are stated under Annexure – I.

10. The construction of the project started on 1 January 2017 and everything was going on smoothly. Flipson started to work at a good pace so as to complete the project before the stipulated time period. It had acquired the Ministry that the greatest care and excellence would be provided to execute the project within the stated time frame.

11. In December 2019, the whole world was hit by a pandemic known as COVID-19. Due to disruptions in international markets, the prices of raw materials escalated. Flipson was finding it difficult to complete the project on time.

12. During that time, Flipson was made aware of the emerging situations by the government and was requested to complete the project on time so that if COVID-19 hits Indica, the government could use the high-speed railway track for the movement of personnel and essential items.

13. But Flipson replied that work was in its last stages, and demanded price escalation in lieu of the increased price of raw materials, in addition to three more months for completing the project. The request for price escalation was accepted by the government, but subject to damages, and extension of time was allowed till 31st March 2020 from the initial 31st December 2019. Flipson was again made aware of the urgency of the situation due to COVID-19 and the urgent requirement of the high-speed railway track on

time with no further delay post 31st March 2020. 14. However, Covid eventually hit Indica on 20th March 2020 and a nationwide lockdown was imposed by the government on 29th March 2020. During this time, no one was allowed to leave their homes even for work (except for emergency situations), all government projects were temporarily stopped, and no transportation was allowed (except for emergency situations). Even during the pandemic, the border tensions for Indica persisted as the Government alleged infiltrations from Feloshia and Czar.

15. The project was not yet completed and it had to stop during lockdown and restarted only after June 2020. After the project had restarted, Flipson was facing difficulties, including but not limited to drastic increase in the price of materials being procured for the project, unavailability of labour and engineers due to health issues and delay in the transportation of raw materials due to restrictions on transportation. As a result, the pace at which the project had started

could not be sustained, which further delayed the project. Flipson again requested for price escalation in June, and this time it was denied.

16. The project was ultimately completed in November 2020 and was handed over to the Ministry for conducting trials of the high-speed freight rail. After the trials were successfully conducted and the cost of the contract had to be given to Flipson, the Ministry deducted an amount of INR 1500 crores on the grounds of non-fulfilment of the project within the agreed upon time period. On being questioned regarding the same, the Ministry stated that in the present agreement, time was of the essence which Flipson was already made aware of, when its offer to the tender had been accepted.

17. Aggrieved by this, Flipson invoked the Arbitration clause as mentioned under the contract. Pursuant to this, the Arbitration Tribunal was composed of 5 independent members, which subsequently gave a decision in favour of Flipson.

18. Aggrieved by the decision of the Tribunal, the Ministry filed an appeal before the High Court of Orana. The High Court upheld the award passed by the Arbitration Tribunal. Subsequently, the Ministry has filed a Special Leave Petition before the Hon'ble Supreme Court of Indica on the grounds that the Tribunal had failed to correctly interpret Sections 50 and 55 of the Indican Contract Act, 1872 and that even before getting into the contract, Flipson was expressly made aware of the fact that the project was essential for the maintenance of National Security and that the contract was being given to Flipson despite the tendered price

not being the lowest because time was clearly of essence to the contract as stated in the agreement.





ISSUES BEFORE THE COURT

I. Whether the present Special Leave Petition filed by the Ministry of Railways is maintainable before the court?

II. Whether the agreement between Flipson and the Ministry of Railways was essentially contingent in nature, with the contingency being 'timely completion of the project'?

III. Whether the Ministry of Railways can claim a breach of contract on account of a delay in project completion despite an extension granted by them upon request by Flipson?

IV. Whether clause 16 (iii) of the agreement is rendered infructuous in the case of a Force Majeure event?

V. Whether the provision of 'extension of agreement' dilutes the obligation of timely performance, irrespective of the occurrence of a force majeure event?

VI. Whether the amount of damages deducted by the Ministry is in accordance with the agreement?

Note:

i. All the laws of the Republic of India are Pari Materia to that of the Republic of India.

ii. There is no dispute pertaining to the quality of work.

iii. Time was the essence of the contract.

iv. The parties are allowed to frame sub-issues at their discretion.

v. The order of the above-specified issues can be changed by the parties at their discretion.

vi. This is a work of fiction. Names, characters, businesses, events, and incidents are the products of the drafter's imagination. Any resemblance to actual persons, living or dead, or actual events is purely coincidental.

| ARTICLE 8: CONSIDERATION

The contractor shall have the right to operate the high-speed freight rail in collaboration with the Ministry of Railways and earn profits for the period of 3 years. Additionally, a sum of INR 4250 Cr (Forty-Two Thousand Fifty Crore Rupees) shall be released in tranches based on the completion of various stages of the entire Project.

| ARTICLE 11: ISSUE OF LAND CLEARANCE

In respect of any issue related to the clearance of land for construction of the high-speed freight rail or any other building, yard etc. related to it, the sole responsibility would be of the Ministry of Railways to provide the clearance and any delay in the same, would not be considered as a delay in the completion of the project.

| ARTICLE 16: TIME IS THE ESSENCE OF THE CONTRACT

i. The construction of the project must be completed no later than the time period agreed upon.

ii. It must be noted that delay in the completion of the construction will be treated as completion after the scheduled period without prejudice to the Failure & Termination clause.

iii. Even when extension is granted, such acceptance of extension, as the case may be, will be without prejudice to claim damages under the Failure & Termination Clause unless the Ministry clearly waives its right in writing to recover such damages.

iv. The Ministry can claim damages up to 1.5% of the project cost for every month of delay in the completion of the project.

| ARTICLE 18: FORCE MAJEURE

A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labour disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party.

| ARTICLE 20: FAILURE AND TERMINATION CLAUSE/ LIQUIDATED DAMAGES

The agreed time of construction shall be the essence of the contract. If the contractor fails to complete the construction within the stipulated time period, the Ministry may, without prejudice to any other right or remedy available, recover damages for breach of contract.



ARTICLE 22: PRICE ESCALATION:

The Contract prices shall remain firm for the first year of the Contract. A request for a price escalation will:

- i. only be considered for subsequent years; and
- ii. must be submitted at least sixty (60) days prior to the end of a current year; and
- iii. must be approved by the Parties prior to the next year's effective date; and
- iv. will only be allowed on a pass-through



basis (does not result in a higher profit margin than that reflected in the prices awarded in the original proposal. The Contractor will be required to provide sufficient documentation to justify the requested price escalation(s).



ARTICLE 23: DISPUTE RESOLUTION AND APPLICATION RESOLUTION

Any dispute, controversy or claim arising out of or in relation to this agreement, or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996

- The number of arbitrators shall be five.
- The place of arbitration shall be Delhi, India.
- The language to be used in the arbitral proceedings shall be English.
- The agreement will be governed by The Indian Contract Act, 1872.

RULES & REGULATIONS

1. GENERAL DATES:

The 2nd Moot Court Competition, Lal Bahadur Shastri National Academy of Administration (LBSNAA) will be held on 23rd -24th February 2024.

2. TEAM PRE-REQUISITES:

- Each team shall comprise of three members (two Speakers and one Researcher).

English only.

c. Moot Court Competition shall comprise of:

- **Memorial Submissions**
- **Oral Rounds: Preliminary / Quarter / Semi and Final Rounds (Offline Rounds)**

3. DRESS CODE:

The dress code for the oral rounds shall be the advocate's attire, i.e., Formal Black, and White combination.

4. REGISTRATION:

Compulsory for all officer trainees. A link will be given in Gyan portal to register as a team with details of the team members with their names and OT codes.

5. MEMORIALS:

a. The following requirements for memorials must be strictly followed. Non-conformities of which will lead to penalty points. Each team must prepare memorials for both parties to the dispute.

b. Once the soft copies of the memorials have been submitted, no revisions, supplements, or additions will be allowed (If done the team may be disqualified).

c. Each team is required to send the memorial from both sides i.e., the Petitioner and the Respondent.

iv. Please check your outbox/sent/drafts to ensure email delivery confirmation; Academy shall not be liable for bounced or undelivered emails.

e. The Cover Page of the memorials for the Petitioner shall be in Blue, and the Respondent shall be in Red.

f. Late submissions will result in a 01-point penalty per team per day per side.

g. The written memorials shall conform to the standards mentioned below:
Written submissions shall be in white A4 size.

- The font and size of the text used in all parts of the written submissions (except the covers) shall be in Times New Roman, 12-point and footnotes shall be in Times New Roman, size 10.
- The text in all parts of each written submission shall have 1.5-line spacing except the text of footnotes and headings, which shall be single-spaced.
- The arguments with appropriate citations shall be contained in the pleadings.
- The teams shall follow the 19th Edition of the Bluebook mode of citation. (Guidelines for the Bluebook mode of citation is attached in Annexure A)
- The Written Submission/memorial should not exceed the maximum limit of 35 Pages (excluding Cover Page and Table of Contents). The Pleadings (Arguments Advanced) shall not exceed 25 pages.
- Memorials must have a one-inch margin on all sides of each page.
- The 'Team code' is to be mentioned on the

d. Soft Copy Submission:

i. Each team must upload the soft copies of its Memorial in the Gyan Portal in .pdf format. The teams should make sure that they mention their OT codes in the text box.

ii. Only one member of the team shall send the memorials on behalf of the team with the other member's marked copies.

iii. The subject in the email should be 'Team (team code) -' The memorials shall be attached with file names as 'Petitioner – Team (team code)' and 'Respondent– Team (team code)'.



top-right corner of the cover page and every page of both memorials.

- Plagiarism: Teams shall be jointly and severally duty-bound to ensure that the memorials are original in content. If any memorial (s) is found to be a copy of another, either in whole or in part (s), both teams shall be disqualified. Please note that plagiarism and copying is a serious violation of rules and is an instance of academic discipline. Teams are advised to keep genuine safekeeping measures with respect to their memorials.



The memorials must contain:

- A. Cover Page
- B. Table of Contents
- C. Index of Authorities
- D. Statement of Jurisdiction
- E. Statement of Facts (Argumentative statements of facts would attract penalties)
- F. Questions of Law
- G. Summary of Arguments
- H. Arguments Advanced
- I. Prayer
- J. Appendix (Optional)
- K. Exhibits (Optional)

The cover page of the memorials must state the following:

- A. The case title.
- B. Identity of brief as prosecution or defence.

Marking Criteria for Memorials

- A. Knowledge of facts and law (20)
- B. Proper and articulate analysis of the issues (20)
- C. Extent and use of legal research (20)
- D. Clarity and organization of thought (20)
- E. Citation of sources (10)
- F. Grammar and Style (10)

NOTE: The identity of the members shall not be revealed anywhere in the memorial. Violation of this provision shall result in disqualification of the team. The decision of the organizers will be final.

MEMORIAL SUBMISSIONS:

Participants will be judged based on the memorials submitted for both sides- Petitioner and Respondent. The memorials are to be uploaded at the Gyan Portal. The result of the memorial rounds will be declared on 23rd February 2024.



6. ROUNDS:

Preliminary Rounds: 23rd February, 2024

- The Preliminary Rounds shall take place on 23rd February 2024.
- The team codes and the sides of the participants will be decided by the Faculty of Law at random.
- It shall be conducted through physical mode.
- The Preliminary round of competition will consist of 50 minutes for oral pleadings.
- Each team shall strictly get a total time of 25 minutes to argue subject to a minimum of 08 minutes per speaker. The said 25 minutes should include a maximum of 3 minutes for the Rebuttals.
- At the beginning of the round, the teams shall specify the time distribution for each speaker and rebuttal to the Court Clerk.
- The rebuttal round proceeding shall be initiated once the Court Clerk informs the team about the commencement of the time limit.
- Top eight teams will be shortlisted on the basis of scores of the preliminary rounds.



Preliminary Rounds: 23rd February, 2024

- Top eight teams shortlisted on the basis of scores of the preliminary round will qualify for the quarter-final round.
- The quarter-final round will be knockout round and four teams will qualify for the semi-final round.
- The Quarter-final round of competition will consist of 50 minutes for oral pleadings.
- Each team shall strictly get a total time of 25 minutes to argue subject to a minimum of 08 minutes per speaker. The said 25 minutes should include a maximum of 3 minutes for the Rebuttals.
- At the beginning of the round, the teams shall specify the time distribution for each speaker and rebuttal to the Court Clerks.
- The rebuttal round proceeding shall be initiated when the Court clerk informs the teams.

Semi-Final Round: 24th February, 2024

- Four teams shortlisted in the quarterfinal round will qualify for semi-final round.
- The Semi-Final round will be a knockout round and two teams will be selected for final round.
- For the Semi-Final Round, each team shall get a total time of 50 minutes to argue, subject to a minimum of 08 minutes per speaker. The said 25 minutes should include a maximum of 3 minutes for the Rebuttals.

| Final Round: 24th February, 2024

- The Final round will be knockout round.
- Each team shall get a total time of 30 minutes to argue subject to a minimum of 10 minutes per speaker. The said 30 minutes should include a maximum of 3 minutes for the Rebuttals.

7. AWARDS:

Best Team

1st Best Team : Rs. 15,000/-
2nd Best Team : Rs. 9,000/-
3rd Best Team : Rs. 6,000/-
4th Best Team : Rs. 4,500/-

Best Memorial

1st Best Memorial : Rs. 6,000/-
2nd Best Memorial : Rs. 4,500/-
3rd Best Memorial : Rs. 3,000/-

Best Speaker

1st Best Speaker : Rs. 5,000/-
2nd Best Speaker : Rs. 3,000/-
3rd Best Speaker : Rs. 2,000/-

Best Researcher

1st Best Researcher : Rs. 5,000/-
2nd Best Researcher : Rs. 3,000/-
3rd Best Researcher : Rs. 2,000/-

8. GENERAL ETIQUETTE:

The participants are expected to behave in a dignified manner and not cause any unnecessary inconvenience to the organizers. Deference to the Judges of the Moot Court Competition is expected to be maintained in the Courtroom.



The Organizers reserve the right to take appropriate action for any unethical, unprofessional, or immoral conduct.

9. MARKING CRITERIA FOR ORAL ROUNDS

- Knowledge of Law (20)
- Knowledge of Facts (10)
- Application of Facts on Law (10)
- Clarity and Organization of Thought (20)
- Demeanor (20)
- Use of language and ability to answer questions (20)

10. DISCLAIMER:

The material in the Moot Court proposition is not intended to and does not attempt to resemble any incident or any person living or dead. All material in the problem is fictitious and any resemblance to any incident or person, if any, is not intended, but merely coincidental.



11. INTERPRETATION OF THE RULES:

- The Organizer's decision as regards the interpretation of rules or any other matter related to the competition will be final.
- If there is any situation, which is not contemplated in the rules, the organizer's decision on the same shall be final.
- The Organizers reserve the right to vary, alter, modify, or repeal any of the above rules if so required and as they may deem appropriate at any time before and/ or during the competition.
- Any dispute arising in the moot courtrooms during the rounds would be at the discretion of the presiding officer of the respective courtroom. In any conflict, the decision of the Course Co-ordinator would be final. In case of any further queries kindly send an email to mootlbsnaa@gmail.com.

12. SUGGESTED READINGS:

BOOKS:

The Indian Contract Act, 1872 (Bare Act)
Book on Law of Contract and Specific Relief by Avtar Singh.
Book on Law of Contract by R.K. Bangia.
Book on Law of Contract by Mulla and Pollock.

E-sources:

- <https://www.mondaq.com/india/litigation-contracts-and-force-majeure/930674/forcemajeure-in-times-of-covid-19-challenges-and-the-road-ahead>, Last retrieved on 19th of January 2023.
- <https://www.sconline.com/blog/post/2021/08/08/force-majeure/> Last retrieved on 19th of January 2023.

Case Laws:

- Energy Watchdog v. CERC, (2017) 14 SCC 80
- Satyabrata Ghosh vs Mugnareem Bangur & Co., 1954 AIR 44.
- Hindustan Steel Works Construction Ltd. vs Tarapore & Co. and Ors. 1966 SCC (5) 34, JT 1966 (6) 295.
- Sri Ananda Chandra Behera v. Chairman, Orissa State Electricity Board, 1997 I OLR 390.

13. MOOTING RESOURCES:

- <https://www.youtube.com/watch?v=32Xg6XXZpZs> How to prepare for Moot Court Competition| Moot Court Competition Tips| Moot Court Presentation by Law Giri. (For speakers)
- <https://www.youtube.com/watch?v=WrbgglEMcP4> Webinar on 'How to Research for a Moot Memorial?' Lawctopus Law School. (For memorial Drafting).
- <https://www.youtube.com/watch?v=McHKuSz2KgA> Orientation programme of Moot Court Society, Campus Law Centre.
- Video on Memorial Drafting: <https://tinyurl.com/Memomaking>
- Reference link for Memorial Drafting:
<https://tinyurl.com/mootdrafting>
- Document on Court Manners: <https://tinyurl.com/MootEtiquette>
- Samplmemorial: https://docs.google.com/file/d/1XpcQAflwNYig_lpX7Qr17I4huZv1E9x/edit?usp=docslist_api&filetype=msword



Demo Moot Court Competition



TEAM CODE:-

2ND LBSNAA MOOT COURT COMPETITION, 2024

BEFORE THE HON'BLE SUPREME COURT OF INDIA

IN THE MATTER OF:
S.L.P. NO. ____ /2024

MINISTRY OF RAILWAYS, GOVERNMENT OF INDIA.....APPELLANTS

VERSUS

FLIPSON PVT.LTD.....RESPONDENTS

MEMORIAL ON BEHALF OF APPELLANTS

MOST RESPECTFULLY SUBMITTED BEFORE THE BENCH OF THIS HON'BLE COURT

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MINISTRY OF RAILWAYS, GOVERNMENT OF INDIA.....APPELLANTS

VERSUS

FLIPSON PVT.LTD.....RESPONDENTS

MEMORIAL ON BEHALF OF RESPONDENTS

MOST RESPECTFULLY SUBMITTED BEFORE THE BENCH OF THIS HON'BLE COURT

Submission of Memorial

- The 58 teams that participated submitted Written Submissions/ Memorials.
- Teams were given a period of 2 months to submit the same.
In total, 58 memorials were received.

TEAM CODE-

2ND LBSNAA MOOT COURT COMPETITION, 2024

BEFORE THE HON'BLE SUPREME COURT OF INDIA

IN THE MATTER OF:

S.L.P. NO. ____ /2024

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VERSUS

FLIPSON PVT LTD..... RESPONDENTS

MEMORIAL ON BEHALF OF APPELLANTS

MOST RESPECTFULLY SUBMITTED BEFORE THE BENCH OF THIS HON'BLE COURT

BLUE FOR PETITIONER

INDEX OF AUTHORITIES

TABLE OF CASES

- Alopi Parshad & Sons Ltd. v. Union of India, AIR 1960 SC 588
- Delhi Development Authority vs M/S. R.S. Sharma & Co, CIVIL APPEAL NO. 2424 OF 2002
- Durga Shankar v. Raghu Raj, AIR 1954 SC 520
- Energy Watchdog v. Central Electricity Regulatory Commission 2017 14 SCC 80
- Hindustan Construction Company vs. Union of India, AIR 2020 SC 122
- Kunheryammed and ors v. State of Kerela & anr 2000 6 SCC 359
- Maula Bux v. Union of India, 1969 SCC 2 586
- Mohan Lal v. Management Bharat Electronics Ltd., AIR 1981 SC 1253
- N. Suriyakala v. A. Mohandas 2007 9 SCC 196
- Nirma Ltd. v. Lurgi Lenteges Gmbh AIR 2002 SC 3695
- Northern Railway v. Sarvesh Chopra, 2002 4 SCC 45.
- Oil & Natural Gas Corporation Ltd. v. SAW Pipes Ltd., A.I.R. 2003 SC 2629
- Rawal Construction Company v. Union of India the Delhi High Court, 1981 SCC OnLine Del 315
- Reliance Infrastructure Ltd. vs. State of Maharashtra, 2019 3 SCC 352
- Satyabrata Ghose vs Mugneeram Bangur & Co.,1954 AIR 44, 1954 SCR 310
- Simplex Infrastructure Ltd. vs. Union of India 2019 (2) SCC 455
- State of Kerala v. N.E. Abraham, AIR 1998 Ker 314
- State of Rajasthan v. Nav Bharat Construction Company, 2006 1 SCC 86
- Union of India v. Rallia Ram, 1963 AIR 1685.
- Union of India vs. Vedanta Limited, Aironline2021 DEL 60
- Zahira Habibullah Sheikh v. State of Gujarat, AIR 2004 SC 3467

STATUTES

1. The Constitution Of India, 1950
2. The Indian Contract Act, 1872

COMMENTARIES & BOOKS

1. The Indian Contract Act, 1872 (Bare Act)
2. Book on Law of Contract and Specific Relief by Avtar Singh
3. Book on Law of Contract by R.K. Bangia 4. Book on Law of Contract by Mulla and Pollock

WEBSITES 1

1. www.scconline.in
2. www.manupatra.com
3. www.livelaw.com

LIST OF ABBREVIATIONS

&	And
AIR	All India Reports
Anr.	Another
Art.	Article
Const.	Constitution
CrPC	Code of Criminal Procedure
DPSP	Directive Principles of State Policy
Ed.	Edition
HC	High Court
Hon'ble	Honorable
J.	Justice
Ors	Others
Para	Paragraph
PIL	Public Interest Litigation
SC	Supreme Court
SCC	Supreme Court Cases

STATEMENT OF JURISDICTION

The present Special Leave Petition is filed under Article 136 of the Constitution of India, seeking leave to appeal against the judgment and order, passed by the Hon'ble High Court of Orana, which upheld the award passed by the Arbitration Tribunal in favour of the respondent, Flipson. The matter pertains to contractual disputes arising out of an agreement between the Ministry of Railways and Flipson for the construction of a high-speed freight rail.

The provision states:

136. Special leave to appeal by the Supreme Court

Notwithstanding anything in this Chapter, the Supreme Court may, in its discretion, grant special leave to appeal from any judgment, decree, determination, sentence or order in any cause or matter passed or made by any court or tribunal in the territory of India.

Nothing in clause (1) shall apply to any judgment, determination, sentence or order passed or made by any court or tribunal constituted by or under any law relating to the Armed Forces.

STATEMENT OF FACTS

Indica, a Southeast Asian peninsula, has the world's largest codified Constitution as well as a strong legal system and a powerful judiciary. Its economic landscape is based on a mixed economy, which is fuelled by collaborations between Public Sector Undertakings (PSUs), Public Sector Enterprises (PSEs), and international entities, resulting in major infrastructure development.

The geographical proximity of Feloshia and Czar, two countries with disputed boundaries that have historically resulted in conflicts, defines the geopolitical environment. Three of Indica's battles with Feloshia and one with Czar are part of her battle with warfare. At the border crossings, national security worries are a constant undercurrent brought on by these previous wars.



- Flipson, a famous worldwide Private Sector Enterprise, has created a place in the disciplines of tunneling, railroads construction, and grouting, notably in the manufacturing of high-speed bullet trains. The company's international standing for meeting deadlines and fulfilling contracts was essential in obtaining a government contract for a high-speed freight rail project in India that would connect Kanzing and Orana.
- Aware of the project's strategic significance in an environment of border tensions, the Indian Ministry of Railways chose a nomination basis, highlighting the project's urgent need for completion. The project cost of INR 10,800 crores and a deadline of December 2019 were specified in the oral agreement. Beginning on January 1, 2017, the project moved on with hope as Flipson promised to work intensively.
- But in December 2019, the worldwide COVID-19 epidemic broke out, upsetting markets throughout the world and driving up the cost of basic materials. Due to this outside shock, Flipson faced significant difficulties meeting the project deadline. Raw material costs increased as a result of disruptions in global marketplaces. Flipson, struggling to meet the project deadline, was informed by the government about the developing pandemic scenario. The government made it clear to Flipson that, given the current situation, the project needed to be completed as soon as possible. The government emphasized that if MEMORIAL ON BEHALF OF APPELLANTS 2ND NATIONAL MOOT COURT COMPETITION, 2024 [8] COVID-19 impact Indica, the high-speed railway track could be utilized for the movement of personnel and essential items.
- Flipson, who was nearing the end of the project, requested a price increase and an extra three months to finish, even though the government asked them to move the project forward faster because of possible pandemic-related transportation requirements. The government, acknowledging the pandemic-induced urgency, accepted Flipson's request for a price escalation, subject to damages, and extended the time until March 31, 2020, from the original December 31, 2019 deadline.

- The project resumed in June 2020, post-lockdown. However, Flipson faced numerous challenges, including a drastic increase in material prices, unavailability of labor and engineers due to health issues, and delays in raw material transportation due to ongoing restrictions. These difficulties hampered the pace at which the project had initially started, leading to further delays. Faced with increasing difficulties, such as a slowdown in the project's progress, Flipson sought a price increase once more in June 2020. On this occasion, though, the government rejected down the proposal for an additional price increase.
- The project, after overcoming these challenges, was ultimately completed in November 2020. It was handed over to the Ministry for conducting trials of the high-speed freight rail. Post-trials, when the time came to settle the contractual obligations and disburse the cost of the project to Flipson, the Ministry deducted an amount of INR 1500 crores on the grounds of non-fulfillment of the project within the originally agreed-upon time period.
- When asked about this reduction, the Ministry defended its decision by pointing out that the deal was dependent on time. The Ministry stressed that Flipson had been made aware, in writing, during the acceptance of its tender, of the urgency of the project given its the importance to maintaining national security. As a result of this deduction, Flipson invoked the arbitration provision and started the legal procedure to settle the disagreement.
- Aggrieved by the decision of the Tribunal, the Ministry filed an appeal before the High Court of Orana. The High Court upheld the award passed by the Arbitration Tribunal. Subsequently, a Special Leave Petition was filed with the Supreme Court, arguing that the tribunal misinterpreted sections of the Indican Contract Act. The Ministry emphasized national security concerns and the time-sensitive nature of the agreement

- The legal issues before the Supreme Court include the maintainability of the petition, the contingency nature of the agreement, the Ministry's claim of breach despite an extension, the impact of force majeure on clause 16(iii), the effect of an 'extension of agreement,' and the appropriateness of the deducted damages. The Supreme Court will carefully examine contractual duties, cases of force majeure, and the Ministry's claim to damages based on timely project completion.

ISSUES RAISED

ISSUE I

Whether the present Special Leave Petition filed by the Ministry of Railways is maintainable before the court?

ISSUE II

Whether the agreement between Flipson and the Ministry of Railways was essentially contingent in nature, with the contingency being "timely completion of the project"?

ISSUE III

Whether the Ministry of Railways can claim a breach of contract on account of a delay in project completion despite an extension granted by them upon request by Flipson?

ISSUE IV

Whether clause 16 (iii) of the agreement is rendered infructuous in the case of a Force Majeure event?

ISSUE V

Whether the provision of "extension of agreement" dilutes the obligation of timely performance, irrespective of the occurrence of a force majeure event?

ISSUE VI

Whether the amount of damages deducted by the Ministry is in accordance with the agreement?



ISSUE I

It is humbly submitted before the Honourable Court that the Special Leave Petition is maintainable under Article 136, as the case includes serious legal issues critical to contractual interpretation and the exercise of governmental functions. The appeal seeks the action of the Supreme Court to promote uniformity and fairness in legal interpretations affecting public contracts and governmental operations.

ISSUE II

It is most humbly submitted that in the instant case, that the primary objective of the Agreement was to complete the project on time, despite the existence of force majeure circumstances and provisions for extension in the event of unforeseen circumstances. This perspective corresponds to the practical realities of project management, acknowledging the inevitability of some contingencies that may effect the duration of the project.

ISSUE III

It is most humbly submitted that, despite providing an extension due to the significant disruptions created by the COVID-19 outbreak, Flipson failed to meet its contractual obligations within the amended timetable. The extension was granted with the condition of damages, demonstrating the Ministry's

commitment to ensuring the project's prompt and uninterrupted completion, particularly in view of national security imperatives.

ISSUE IV

It is most humbly submitted that the Force Majeure event, the COVID-19 pandemic, did not render Clause 16(iii) of the agreement, which governs the calculation of damages for failure to complete the project within the agreed-upon time, ineffective. This clause's application should be considered as whether it absolves Flipson of its contractual responsibilities.

ISSUE V

It is humbly submitted before the Honourable Court that the provision for an extension of the agreement, given during the force majeure occurrence, is not meant to diminish the fundamental requirement of timely performance. Instead, it provides a realistic mechanism for parties to handle delays caused by unforeseen events, subject to force majeure requirements, while maintaining a balance between contractual responsibilities and real-world obstacles.

ISSUE VI

It is humbly submitted before the Honourable Court that the amount of damages deducted, totaling INR 1500 crores, is consistent with the provisions of the agreement. The agreement specifically stated that time was of the essence, and any failure to fulfill the deadline would result in the imposition of damages. The Petitioner claims that this deduction is compatible with the contractual understanding reached by both parties.

ARGUMENTS ADVANCED

ISSUE 1 – WHETHER THE PRESENT SPECIAL LEAVE PETITION FILED BY THE MINISTRY OF RAILWAYS IS MAINTAINABLE BEFORE THE COURT?

Maintainability of the Special Leave Petition:

Article 136 empowers the Supreme Court to grant in discretion Special leave to Appeal from any judgement, decree, determination, sentence or order in any cause or matter passed or made by any court or tribunal in the territory of India. It is humbly submitted that powers under Article 136 can be exercised against any kind of judgement or order which is causing injustice to any party, and to serve the need, the power under Article 136 is unfettered.¹ It is submitted before this court that the Special Leave Petition (SLP) filed in the Supreme Court is entirely justified, as it raises crucial questions about the interpretation of Sections 50 and 55 of the Indian Contract Act, 1872. It is humbly submitted to this Hon'ble Court that there has been a serious miscarriage of justice caused by the dismissal of the matter by the High Court of Orana.

Scope of powers of this Hon'ble Court under Article 136 of the Constitution of India

The power under Article 136 has been held to be plenary, limitless, adjunctive and unassailable². The Supreme Court can use the powers under Article 136 to impart justice and remedy any injustice³. The Supreme Court with regard to scope of Article 136 held that it is a residual power which enables the Supreme Court to interfere with the judgement or order of any court or tribunal in India in its discretion⁴. The Supreme Court has exercised its Jurisdiction under Article 136 under the following circumstances:

1Durga Shankar v. Raghu Raj, AIR 1954 SC 520

2Zahira Habibullah Sheikh v. State of Gujarat, AIR 2004 SC 3467

3N. Suriyakala v. A. Mohandoss, (2007) 9 SCC 196

4N Suriyakala v. A Mohan Doss & ors. (2007) 9 SCC 196

- When the Tribunal ostensibly fails to exercise its patent jurisdiction.
- When there is an apparent error on the face of the decision.
- The tribunal has erroneously applied well-accepted principles of jurisprudence.
- The tribunal acts against the principles of Natural Justice, or has approached the question in a manner likely to cause injustice.⁵

In ***State of Maharashtra v. M/s Ark Builders (2009)***, the Supreme Court emphasized its role in correcting legal mistakes and ensuring the proper use of the law.

SECTION 50 OF THE INDICAN CONTRACT ACT, 1872:

This section talks about a third person performing a contract. It is submitted before the court that the Tribunal misunderstood this section, particularly in not acknowledging that Flipson, the third party, was bound by the terms in the contract. Referring to the Ark Builders case, where the Supreme Court clarified that Section 50 should align with the contract's terms. The Tribunal overlooked that the contract explicitly stated the critical condition of finishing the project within the agreed timeframe. The misinterpretation of Section 50 led to an incorrect decision in favor of Flipson.

SECTION 55 OF THE INDICAN CONTRACT ACT, 1872:

Section 55 deals with the impact of the promisee (in this case, Flipson) refusing to stick to the agreed timeframe and demanding a higher price. It is argued that the Tribunal didn't consider how Flipson's refusal affected the Ministry's right to claim damages. Referring to the Ark Builders case again, the Ministry claims that the Tribunal's oversight has led to an award inconsistent with the contract's terms and general contract law principles. In essence, the Ministry insists that the SLP is valid as it raises critical questions about interpreting Sections 50 and 55 of the Indican Contract Act. The Tribunal's misinterpretation has broad implications for contract law, making the Supreme Court's intervention necessary. Citing the Ark Builders case as a precedent emphasizes the Supreme Court's role in ensuring a consistent and correct application of contract law. In the instant case, the High Court of Orana has denied not only justice to the Petitioners, it has even failed in exercising its inherent jurisdiction, as given to it under Section 20 of the Civil Procedure Code. Hence, there is an over-whelming error on the part of the High Court, leading to severe injustice and loss to the Appellants; thus, the counsel for the Appellants would like to invoke the jurisdiction of this Hon'ble Court and remedy the above injustice.

Exhaustion of Remedies:

The Supreme Court has imposed on itself a restriction that before invoking the jurisdiction of the Court under Article 136, the aggrieved party must exhaust any remedy which maybe available under the law before the lower appellate authority or the High Court⁶.

In the instant case, the Appellants have indeed exhausted all local remedies by approaching a Divisional Bench of the High Court. The only remedy available for the Appellants is this Hon'ble Court and hence, it is humbly requested of this Hon'ble Court to grant justice to the Appellants.

Grounds of rejection:

The limitation on exercise of the discretionary powers under Article 136 of the Constitution has been laid down by the Supreme Court itself.

In *Kunhayammed and Others v. State of Kerala and Another*⁷, it was held that a petition seeking grant of special leave to appeal may be rejected for several reasons, some of which are as follows:

- (i) If the Petition is barred by time;
- (ii) If the Petition is presented in a defective manner;
- (iii) The petitioner has no locus standi to file the petition;
- (iv) The conduct of the petitioner disentitling him to any indulgence by the court.
- (v) The question raised by the petitioner for consideration by this Court being not fit for consideration or deserving being dealt with by the Apex Court;

In the instant case, it is obvious on a prima-facie level that the Petitioners have no grounds on which the instant petition for special leave could be rejected. The questions raised by the Petitioner involve substantial questions of law, as would be shown in the subsequent submissions, and the same requires to be adjudicated by this Hon'ble Court

ISSUE 2 – WHETHER THE AGREEMENT BETWEEN FLIPSON AND THE MINISTRY OF RAILWAYS WAS ESSENTIALLY CONTINGENT IN NATURE, WITH THE CONTINGENCY BEING ‘TIMELY COMPLETION OF THE PROJECT’?

Contingent Contract:

1. Section 31 defines the term „Contingent Contract’ as follows:

‘A contingent contract is a contract to do or not to do something, if some event collateral to such contract does or does not happen.⁸

The core of the agreement was explicitly contingent upon the timely completion of the project. The contract clearly outlined the obligation for Flipson to deliver the project within the agreed timeframe, and any flexibility clauses were subsidiary to this fundamental condition.

2. In the landmark case of *Simplex Infrastructure Ltd. vs. Union of India*,⁹ the court emphasized that contracts with specified timelines carry the essence of adherence to those timelines. The judgment elucidated that such agreements are inherently time-sensitive and parties must mutually comprehend and fulfill temporal commitments in infrastructure contracts.

Express communication of Timely Completion:

3. The understanding was that the project’s success hinged on strict adherence to deadlines due to national security concerns. This communication was not just a formality but a crucial element shaping the contractual intent.

4. According to Section 55 of the Indian Contract Act, 1872:

“When a party to a contract promises to do a certain thing at or before a specified time, or certain things at or before specified times, and fails to do any such thing at or before the specified time, the contract, or so much of it as has not been performed, becomes voidable at the option of the promises, if the intention of the parties was that time should be of the essence of the contract.”¹⁰

5. It is submitted before this Hon'ble Court that Clause 16 of the contract clearly specifies that time is of the essence. Respondent was made aware of the fact that solely because the Ministry desires no delay in the project and worries over border conflict the time is the essence in the contract. The respondent promised to perform the contract within the stated period of time and, it is being offered this tender.

Referring to Union of India vs. Vedanta Limited,¹¹ the court held that in contracts of national importance, explicit communication of critical conditions, such as timely completion, forms an integral part of the agreement. The judgment emphasized the need for unambiguous terms in such agreements to avoid any misunderstanding or misinterpretation.

6. While the agreement acknowledged the potential for unforeseen events, the overall understanding was that timely completion remained crucial. The initial extension granted during the pandemic demonstrated a balanced approach, considering external challenges. However, this flexibility was subject to the overarching commitment to complete the project within a reasonable timeframe.

Reliance Infrastructure Ltd. vs. State of Maharashtra,¹² is an important case where the court emphasized the delicate balance between flexibility and the essential element of timely completion in contracts related to strategic infrastructure. The judgment highlighted that deviations from agreed timelines should be exceptional and justified.

1. Government's Initial Acceptance of Extension: It is most respectfully submitted that the initial approval of an extension during the pandemic was a pragmatic response to unforeseen challenges. However, this should not be construed as a deviation from the fundamental understanding that timely completion is integral to the contract. The government's willingness to accommodate the initial extension showcased cooperative approach but not at the expense of the project's critical timeline.

2. In **Hindustan Construction Company vs. Union of India**,¹³ the court acknowledged that initial extensions during unforeseen circumstances are measures to address immediate challenges but do not alter the core essence of adherence to project timelines. The judgment stressed that extensions should be viewed as exceptions rather than the norm. This clearly shows that the respondent had the intention to make time as the essence of the contract as all the ingredients required to be fulfilled for proving the intention of the parties are satisfied and hence this further goes on to prove that time was the essence of the contract.



ISSUE 3-WHETHER THE MINISTRY OF RAILWAYS CAN CLAIM A BREACH OF CONTRACT ON ACCOUNT OF A DELAY IN PROJECT COMPLETION DESPITE AN EXTENSION GRANTED BY THEM UPON REQUEST BY FLIPSON?

- **APPELLANT CAN CLAIM BREACH OF CONTRACT ON ACCOUNT OF DELAY IN PROJECT COMPLETION DESPITE AN EXTENSION WAS GRANTED**

It is most humbly submitted before the honourable court that the initial extension granted during the pandemic was an act of goodwill by us to accommodate unforeseen challenges. It was not an acknowledgment of a perpetual extension but a temporary measure considering the unprecedented circumstances. In the landmark judgement, *State of Rajasthan v. Nav Bharat Construction Company*,¹⁴ the court held that extensions granted during force majeure events are viewed as acts of goodwill and do not alter the fundamental nature of contractual obligations. The judgment emphasized that parties should revert to the original timelines post the force majeure period.

Denial of Second Extension:

The denial of the second extension was a considered decision by the Ministry, balancing the need for project completion against Flipson's request. This decision was made in light of the national security concerns and the importance of the project for emergency situations.

There was a Breach of Contract

1. Sec. 73 of Indian Contract Act provides for the Compensation for Loss or damage caused by breach of contract. -

When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it. Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

2.Compensation for failure to discharge obligation resembling those created by contract. ----

When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract. In estimating the loss or damage arising from a breach of contract, the means which existed of remedying the inconvenience caused by the non-performance of the contract must be taken into account.

3.Sec 74 states that when a contract has been broken, if a sum is named in the contract as the amount to be paid in case of such breach, or if the contract contains any other stipulation by way of penalty, the party complaining of the breach is entitled, whether or not actual damage or loss is proved to have been caused thereby, to receive from the party who has broken the contract reasonable compensation not exceeding the amount so named or, as the case may be, the penalty stipulated for...

4. It is submitted before this Hon'ble court that Section 74 provides that when the damages are pre-stipulated in the contract, the stated sum is payable and the contract between the appellant and respondent under clause 20 mentions that in case of the contractor fails to complete the construction within the stipulated time period, the Ministry may, without prejudice to any right or remedy, available to him to recover damages for breach of contract.

5. Further, for invocation of section 73, a causal link has to be proved between the breach and the consequent damage.¹⁵ Such a causal link is determined by considering knowledge of contracting parties at the time of getting into the contract. It is submitted that there is a direct link between the breach and the consequent damages. The Appellant before giving the tender to the respondent, made them aware of the fact that due to national security the project was very important and hence the time was made as the essence of the contract.

6. In the case of **Rawal Construction Company v. Union of India**¹⁶ the Delhi High Court the court observed that:

"when the cause of delay is due to the breach of contract by the employer, and there is also an applicable power to extend the time, the exercise of that power will not, in the absence of clearest possible language deprive the contractor of his right to damages for the breach. Such provision as attempt to deprive the contractor of the right to claim damages will be strictly construed against the employer." ⁷ As the respondent failed to perform in a timely manner amounted to a material breach of contract giving rise to the other party's right to exercise its remedies for breach.

I RIGHT TO CLAIM DAMAGES DUE TO BREACH

1. It may be true that Section 55 does not specifically use the expression „breach“, but it does refer to „failure to perform at or before the specified time“. Such failure is nothing but a breach. If time is the essence, failure to perform at or before agreed time results in fundamental breach entitling the promisee to either avoid the contract or accept the delayed performance.

2. Many construction contracts or other contracts of large magnitude, provide that the time would be the essence of the contract along with a provision for imposition of liquidated damages by the Employer in the event of delayed performance.

3. Also clause 16(iii) states that even when extension is granted, such acceptance of extension, as the case may be, will be without prejudice to claim damages under Failure & Termination Clause unless the Ministry clearly waives his right in writing to recover such damages.



4. Hence this proves that the appellant had the right to claim on account of breach even though there was a clause with respect to extension of time

5. Oil & Natural Gas Corporation Ltd vs Saw Pipes Limited¹⁷ ("Saw Pipes"), the court went on to hold that "when parties have expressly agreed that recovery from the contractor for breach of the contract is pre-estimated genuine liquidated damages and is not by way of penalty duly agreed by the parties, there was no justifiable reason for the arbitral tribunal to arrive at a conclusion that still the purchaser should prove loss suffered by it because of delay in supply of goods."

6. In the case of Northern Railway v. Sarvesh Chopra¹⁸ the court held that the contractor will be entitled to claim damages provide that at the time of extension of time for the performance of contract, the contractor gives notice of his intention to claim damages for the delay.

7. In the case of State of Kerala v. N.E. Abraham,¹⁹ if the arbitrator awards compensation, when there is a specific prohibition in the contract then the arbitrator would be said to have travelled beyond the terms of the contract.

8. In the present case the contract clearly mentioned that in case of delay in performance, the Appellant has a right to claim damages but the Arbitral tribunal and the High Court erred in ignoring the said fact and travelled beyond the terms of the contract.

ISSUE 3-WHETHER THE MINISTRY OF RAILWAYS CAN CLAIM A BREACH OF CONTRACT ON ACCOUNT OF A DELAY IN PROJECT COMPLETION DESPITE AN EXTENSION GRANTED BY THEM UPON REQUEST BY FLIPSON?

Force Majeure as an Exceptional Event:

1. The term „force majeure” translates literally from French as superior force. It is also generally defined in the Merriam Webster dictionary as „an event or effect that cannot be reasonably anticipated or controlled”. The reference to “force majeure” is meant to describe events beyond the reasonable control of contracting parties and could include uncontrollable events (such as war, labour stoppages, or extreme weather) that are not the fault of any party and that make it difficult or impossible to carry out normal business. A provision of force majeure in a contract is intended to absolve a party or waive its obligations absolutely or suspend it temporarily for reasons which cannot be construed to be a breach of contract by the defaulting party.

2. The pre-requisite things for invoking the Force Majeure clause are:

- (a) The Event should be an unforeseeable event
- (b) Due to the occurrence of such an event, the performance of the contractual obligations must become impossible
- (c) The event that occurred must be beyond human control
- (d) All measures should have been taken to mitigate the damages
- (e) The affected party has the burden of proof to show that the force majeure event has affected the performance of such party as per the contract

3. It is submitted before this Hon'ble court that that though the world was hit by Covid 19 still the contract didn't become impossible. It becomes very important that before invoking the Force Majeure



clause it is to be proved that the performance became objectively impossible, merely difficult, or uneconomical performance is not sufficient. Moreover, the Respondent didn't even try to take the other measures to prevent the damage even after knowing that time was the essence of the contract.

4. In the case of *Standard Retail Pvt. Ltd vs. M/s. G.S. Global Corp And Ors*,²⁰ the court cleared the wrong concept that was prevailing concerning force majeure event and the application of Doctrine of Frustration of Contract on account of COVID-19. The court said the lockdown could not come to the rescue of the petitioners so as to resile from their contractual obligations. In short, just a little hardship in complying with the contractual obligation because of the Covid-19 pandemic is not a valid ground which can be used against a seller.

5. Further in the case of *M/s. Halliburton Offshore Services Inc. vs Vedanta Limited & Anr*,²¹ the Delhi High Court in determining whether COVID-19 will be a force majeure event in the contract between the parties in question. It was clarified that even though in this case, the event was considered as a force majeure event, it will not be considered the same in every contract. Whether or not COVID-19 will be considered as a force majeure event will be assessed on the basis of the facts and circumstances of the case, and it will only be in the cases where the parties can establish that the non-performance due to the pandemic. This decision makes it clear that the COVID-19, in general, would not itself be qualified as a force majeure event, and it will vary from case to case. Thus, the implication of this decision is that merely because there is a pandemic does not entitle the parties to terminate the contract on grounds of force majeure or frustration. The requirement will still be the "impossibility of performance."

6. Further the contract clearly stated that the prices shall remain firm for the first year of the contract and the escalation will only be granted in subsequent years and this was the reason why the Appellant didn't accept the price escalation request by the Respondent. Hence all the above-mentioned facts clearly proves that clause 16 (iii) of the agreement is not rendered infructuous in the case of a force majeure event as all the ingredients which were to be fulfilled to take protection under force majeure clause are not being satisfied.

ISSUE 5-WHETHER THE PROVISION OF ‘EXTENSION OF AGREEMENT’ DILUTES THE OBLIGATION OF TIMELY PERFORMANCE, IRRESPECTIVE OF THE OCCURRENCE OF THE FORCE MAJEURE EVENT?

A force majeure clause relieves one or both parties from liability to perform contract obligations when performance is prevented by an event or circumstance beyond the parties’ control. Typical force majeure events may include fire, flood, civil unrest, or terrorist attack. Force majeure is a term used to describe a “superior force” event.

It is most respectfully stated before the honourable court that the Force Majeure events, like the COVID-19 pandemic, are unforeseen and beyond the control of the parties involved. However, it is important to distinguish the impact of such events on contractual obligations while considering the specific clauses within the agreement. In the judgement of the court emphasized that while Force Majeure may excuse certain non-performance, it doesn’t automatically render all contractual clauses irrelevant. The judgment highlighted the need to interpret force majeure clauses in conjunction with other contractual terms.²²

2. We most respectfully contend that both the parties mutually acknowledged the possibility of unforeseen events affecting timely performance. The extension provision was not intended to create blanket immunity from timely performance, especially in non-force majeure situations. We want to state the importance of practicality in construction contracts. While allowing for flexibility, it emphasized that contracts should not absolve parties of accountability. The intention behind provisions, like extensions, should align with the practical realities of construction projects.²³

3. We would like to argue that the contract explicitly differentiates between extensions granted under force majeure circumstances and those resulting from other reasons. While force majeure extensions might be justifiable given their unpredictable nature, the same leniency cannot be automatically extended to delays that are within the control of the contracting parties.²⁴

4. We also contends that the extension provision, as embodied in the contract, should be interpreted in line with Section 55 of the Indian Contract Act, 1872. Section 55 deals with the effect of refusal to accept an offer for completing a contract. In the present context, it emphasizes that refusal to adhere to agreed timelines may impact the right of the Ministry to claim damages.²⁵

Section 32: Enforcement of contracts contingent on an event happening:

Contingent contracts to do or not to do anything if an uncertain future event happens cannot be enforced by law unless and until that event has happened. If the event becomes impossible, such contracts become void.

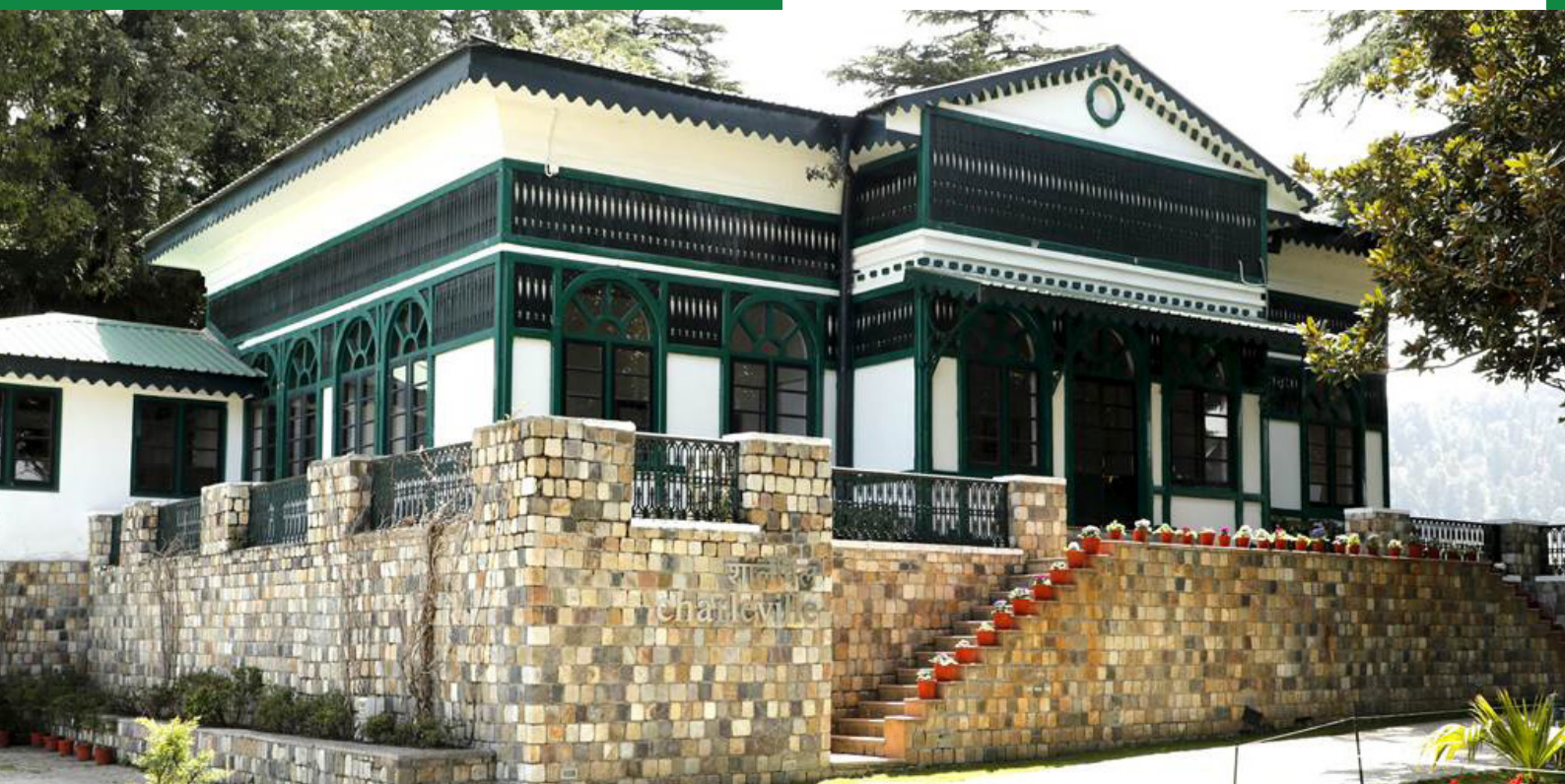
Force majeure was included in the contract as a limited exception, recognizing that unforeseen events might disrupt plans. While the extension provision is applicable in force majeure events, it does not transform every delay into an acceptable excuse for non compliance with contractual timelines.

The most important judgement, **Energy Watchdog v. Central Electricity Regulatory Commission**,²⁶ emphasized the need for a balanced approach in invoking force majeure. It cautioned against treating force majeure as a catch-all justification for delays, urging a case specific evaluation.

We would like to highlight the unique circumstances surrounding the lockdown imposed due to the COVID-19 pandemic. With only ten days left before the lockdown announcement, the immediacy of completion was apparent. Flipson should have foreseen and prepared for such an

eventuality. Parties are expected to anticipate potential disruptions and plan accordingly, especially in time-sensitive projects.²⁷ Even with the challenges posed by the lockdown, alternative solutions could have been explored within the given timeframe. Flipson's reliance on the extension provision, in this case, appears as a convenient escape from the obligation to meet deadlines.

It is most respectfully stated before the honourable court that the extension provision is not a free pass for delays, especially when force majeure events are foreseeable. Practicality, accountability, and a real-world understanding of contractual obligations should guide the interpretation of this provision. The force majeure extensions must serve their intended purpose without compromising the essence of timely performance. The unique circumstances of the lockdown demand a careful examination of Flipson's preparedness and alternatives explored during the crucial ten-day period.



ISSUE 6-WHETHER THE AMOUNT OF DAMAGES DEDUCTED BY THE MINISTRY IS IN ACCORDANCE WITH THE AGREEMENT?

Breach of Agreement and Damages:

“The imposition of damages is a justifiable recourse, in accordance with both the explicit contractual terms and established legal principles, providing fair compensation for the breach of agreement and the resultant loss suffered.”

Compensation for failure to discharge obligation resembling those created by contract-When an obligation resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract.

Explanation: In estimating the loss or damage arising from a breach of contract, the means which existed of remedying the inconvenience caused by the non-performance of the contract must be taken into account.

1. It is most respectfully stated before the honourable court that the deduction of damages was in strict accordance with the terms of the agreement. Section 73 of the Indian Contract Act, 1872, allows for the awarding of damages for a breach of contract. The Ministry contends that the delay in project completion constitutes a breach, justifying the imposition of damages. Damages should aim to compensate the aggrieved party for the loss suffered due to the breach.²⁸

2. The agreement, specifically Clause 16(iii), clearly stipulates the consequences of non fulfilment within the agreed-upon time frame. By deducting damages, the we merely followed the pre-determined mechanism outlined in the contract. It was held in the judgement of *Union of India v. Rallia Ram*,²⁹ that the parties are bound by the agreed-upon terms and conditions, including those pertaining to damages for non-performance.

3. The time was explicitly identified as the essence of the contract. The importance of timely completion was communicated to Flipson, especially considering the national security implications. Flipson was expressly made aware of the national security importance of the project and the need for timely completion. By deducting damages, the Ministry sought to impress upon Flipson the gravity of the situation and the significance of adhering to agreed upon timelines. It was held in the judgement of *Rites Ltd.*

4. Essar Constructions, that Parties must be adequately informed about the consequences of non-performance, especially when national security considerations are involved. Similarly, Flipson was made aware about the consequences of non-completion of the project in the given timeline. And consistently flipson was told about the national security concerns and also about the pandemic.³⁰

Therefore it is most humbly stated before the court that the deduction of damages was in strict accordance with the agreement's terms and is justified under the principles of the Indian Contract Act. The contractual clauses, industry practices, and legal precedents all support the our decision to impose damages for non-performance within the stipulated timeframe. The amount of damages reflects a reasonable compensation for the loss suffered due to the delayed completion of the project.

I PRAYER

WHEREFORE in light of issues raised, arguments advanced and authorities cited, it is most humbly prayed before this Hon'ble Court that it may be pleased:

- To
- To
- To

AND/OR pass any other order/orders as this Hon'ble Court deems fit and proper in the circumstances of the given case and in the interest of Justice, Equity and Good Conscience.

And for this act of kindness and justice the Petitioners shall be duty bound and forever pray.

All of which is most humbly and respectfully submitted.

Date: 23rd February, 2024

S/d _____

Place: _____Indica

Counsel(s) for the Petitioners



TEAM CODE-

2ND LBSNAA MOOT COURT COMPETITION, 2024

BEFORE THE HON'BLE SUPREME COURT OF INDIA

IN THE MATTER OF:

S.L.P. NO. _____ /2024

MINISTRY OF RAILWAYS, GOVERNMENT OF INDIA.....APPELLANTS

VERSUS

FLIPSON PVT LTD..... RESPONDENTS

MEMORIAL ON BEHALF OF RESPONDENTS

MOST RESPECTFULLY SUBMITTED BEFORE THE BENCH OF THIS HON'BLE COURT

RED FOR PETITIONER

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1. The Indian Contract Act, 1872 (Bare Act)
2. Book on Law of Contract and Specific Relief by Avtar Singh
3. Book on Law of Contract by R.K. Bangia 4. Book on Law of Contract by Mulla and Pollock

WEBSITES

1. www.scconline.in
2. www.manupatra.com
3. www.livelaw.com

LIST OF ABBREVIATIONS

&	And
AIR	All India Reports
Anr.	Another
Art.	Article
Const.	Constitution
CrPC	Code of Criminal Procedure
DPSP	Directive Principles of State Policy
Ed.	Edition
HC	High Court
Hon'ble	Honorable
J.	Justice
Ors	Others
Para	Paragraph
PIL	Public Interest Litigation
SC	Supreme Court
SCC	Supreme Court Cases

STATEMENT OF JURISDICTION

The present Special Leave Petition is filed under Article 136 of the Constitution of India, seeking leave to appeal against the judgment and order, passed by the Hon'ble High Court of Orissa, which upheld the award passed by the Arbitration Tribunal in favour of the respondent, Flipson. The matter pertains to contractual disputes arising out of an agreement between the Ministry of Railways and Flipson for the construction of a high-speed freight rail.

STATEMENT OF FACTS

- India, a Southeast Asian peninsula, has the world's largest codified Constitution as well as a strong legal system and a powerful judiciary. Its economic landscape is based on a mixed economy, which is fuelled by collaborations between Public Sector Undertakings (PSUs), Public Sector Enterprises (PSEs), and international entities, resulting in major infrastructure development.
- The geographical proximity of Bangladesh and China, two countries with disputed boundaries that have historically resulted in conflicts, defines the geopolitical environment. Three of India's battles with Bangladesh and one with China are part of her battle with warfare. At the border crossings, national security worries are a constant undercurrent brought on by these previous wars.
- Flipson, a famous worldwide Private Sector Enterprise, has created a place in the disciplines of tunneling, railroads construction, and grouting, notably in the manufacturing of high-speed bullet trains. The company's international standing for meeting deadlines

and fulfilling contracts was essential in obtaining a government contract for a high-speed freight rail project in India that would connect Kanchi and Orissa.

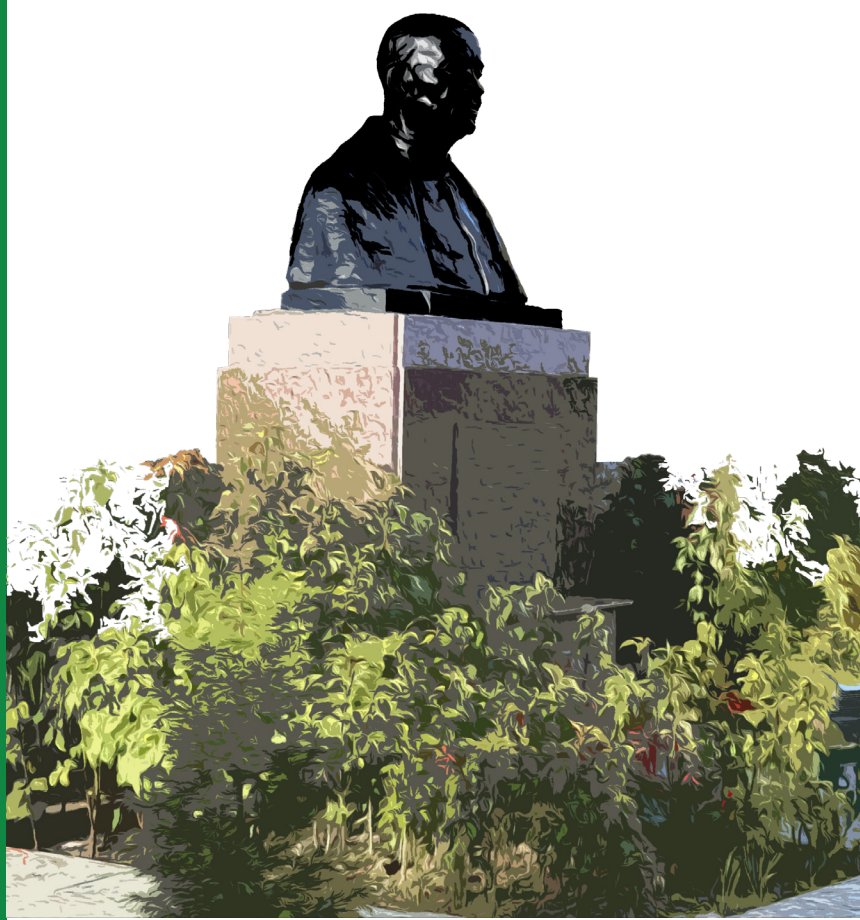
- Aware of the project's strategic significance in an environment of border tensions, the Indian Ministry of Railways chose a nomination basis, highlighting the project's urgent need for completion. The project cost of INR 10,800 crores and a deadline of December 2019 were specified in the oral agreement. Beginning on January 1, 2017, the project moved on with hope as Flipson promised to work intensively.
- But in December 2019, the worldwide COVID-19 epidemic broke out, upsetting markets throughout the world and driving up the cost of basic materials. Due to this outside shock, Flipson faced significant difficulties meeting the project deadline. Raw material costs increased as a result of disruptions in global marketplaces. Flipson, struggling to meet the project deadline, was informed by the government about the developing pandemic scenario. The government made it clear to Flipson that, given the current situation, the project needed



to be completed as soon as possible. The government emphasized that if MEMORIAL ON BEHALF OF APPELLANTS 2ND NATIONAL MOOT COURT COMPETITION, 2024 [8] COVID-19 impact Indica, the high-speed railway track could be utilized for the movement of personnel and essential items.

- Flipson, who was nearing the end of the project, requested a price increase and an extra three months to finish, even though the government asked them to move the project forward faster because of possible pandemic-related transportation requirements. The government, acknowledging the pandemic-induced urgency, accepted Flipson's request for a price escalation, subject to damages, and extended the time until March 31, 2020, from the original December 31, 2019 deadline.
- The COVID-19 outbreak struck Indica in March 2020, prompting the government to declare a national lockdown on March 29, 2020. All government initiatives, including the high-speed freight train, were temporarily put on hold during this lockdown. The limitations were extensive and included a ban on traveling unless it was necessary for an emergency. Due to this lockout, which lasted until the deadline of March 31, 2020, the project's completion was delayed.
- The project resumed in June 2020, post-lockdown. However, Flipson faced numerous challenges, including a drastic increase in material prices, unavailability of labor and engineers due to health issues, and delays in raw material transportation due to ongoing restrictions. These difficulties hampered the pace at which the project had initially started, leading to further delays. Faced with increasing difficulties, such as a slowdown in the project's progress, Flipson sought a price increase once more in June 2020. On this occasion, though, the government rejected down the proposal for an additional price increase.
- The project, after overcoming these challenges, was ultimately completed in November 2020. It was handed over to the Ministry for conducting trials of the high-speed freight rail. Post-trials, when the time came to settle the contractual obligations and disburse the cost of the project to Flipson, the Ministry deducted an amount of INR 1500 crores on the grounds of non-fulfillment of the project within the originally agreed-upon time period.

- When asked about this reduction, the Ministry defended its decision by pointing out that the deal was dependent on time. The Ministry stressed that Flipson had been made aware, in writing, during the acceptance of its tender, of the urgency of the project given its the importance to maintaining national security. As a result of this deduction, Flipson invoked the arbitration provision and started the legal procedure to settle the disagreement.
- Aggrieved by the decision of the Tribunal, the Ministry filed an appeal before the High Court of Orana. The High Court upheld the award passed by the Arbitration Tribunal. Subsequently, a Special Leave Petition was filed with the Supreme Court, arguing that the tribunal misinterpreted sections of the Indican Contract Act. The Ministry emphasized national security concerns and the time-sensitive nature of the agreement.
- The legal issues before the Supreme Court include the maintainability of the petition, the contingency nature of the agreement, the Ministry's claim of breach despite an extension, the impact of force majeure on clause 16(iii), the effect of an 'extension of agreement,' and the appropriateness of the deducted damages. The Supreme Court will carefully examine contractual duties, cases of force majeure, and the Ministry's claim to damages based on timely project completion.



ISSUES

ISSUE I

Whether the present Special Leave Petition filed by the Ministry of Railways is maintainable before the court?

ISSUE II

Whether the agreement between Flipson and the Ministry of Railways was essentially contingent in nature, with the contingency being “timely completion of the project”?

ISSUE III

Whether the Ministry of Railways can claim a breach of contract on account of a delay in project completion despite an extension granted by them upon request by Flipson?

ISSUE IV

Whether clause 16 (iii) of the agreement is rendered infructuous in the case of a Force Majeure event?

ISSUE V

Whether the provision of “extension of agreement” dilutes the obligation of timely performance, irrespective of the occurrence of a force majeure event?

ISSUE VI

Whether the amount of damages deducted by the Ministry is in accordance with the agreement?



SUMMARY OF ARGUMENTS

ISSUE I

We respectfully submit to this Hon'ble Court that the SLP is not maintainable. The decision of the Arbitration Tribunal was fair, just, and in accordance with the law. The arbitration process, agreed upon by both parties, was a legally binding mechanism, and the High Court's affirmation of the award further supports the legitimacy of the arbitration process..

ISSUE II

It is most humbly submitted that the essence of our agreement was contingent on the timely completion of the project. However, the unprecedented events, such as the COVID-19 pandemic and the nationwide lockdown, constituted force majeure events beyond our control. These events fundamentally altered the circumstances surrounding the agreement and, therefore, the nature of the contingency.

ISSUE III

It is most humbly submitted that, the Ministry, by granting an extension until March 31, 2020, recognized the exceptional circumstances surrounding the project's completion. The extension, coupled with the acceptance of a price escalation, demonstrates the Ministry's acknowledgment of the challenges we faced in completing the project on time. Therefore, the claim of a breach of contract is unfounded.

ISSUE IV

It is most humbly submitted that the force majeure event, the COVID-19 pandemic and the subsequent lockdown, rendered the project's delay beyond our control. Clause 16 (iii) should be interpreted in light of force majeure, which excuses non-performance due to unforeseen circumstances. Damages related to project delays during the force majeure event should be considered beyond our liability.

ISSUE V

It is humbly submitted before the Honourable Court that the provision for the extension of the agreement, as evidenced by the Ministry granting an extension until March 31, 2020, reflects a mutual understanding that timely performance was subject to the challenges posed by unforeseen events. The agreement's language and the actions of the Ministry support the notion that extensions were permissible in certain circumstances, such as those caused by force majeure events.

ISSUE VI

We respectfully bring to the Court's attention that we contest the Ministry's deduction of INR 1500 crores. The deduction is not in accordance with the agreement. The contract explicitly stated that time was of the essence, but the force majeure event and subsequent actions by the Ministry show a recognition of the exceptional circumstances that affected timely completion. The damages deducted should be reconsidered in light of these circumstances.

ARGUMENTS ADVANCED

ISSUE 1 – WHETHER THE PRESENT SPECIAL LEAVE PETITION FILED BY THE MINISTRY OF RAILWAYS IS MAINTAINABLE BEFORE THE COURT?

THE APPEAL IS NOT MAINTAINABLE BEFORE THIS HON'BLE COURT

Irrespective of the locus standi of the Petitioners, the petition for Special Leave is not maintainable

1. Article 136 does not confer a Right of Appeal, but merely, a discretionary power to the Supreme Court to be exercised for satisfying the demands of justice under exceptional circumstances. In *M/s Jain Associates v. Sukumar Azhikode*,¹ the Supreme Court emphasized that Article 136 grants discretionary power to be exercised sparingly and in exceptional cases. The Court held that special leave should be granted only in instances of exceptional circumstances, substantial injustice, and features of sufficient gravity warranting a review.

2. In the cases of *Secretary, State of Karnataka v. Umadevi*² and *Shivanand Gaurishankar Baswanti v. Laxmi Vishnu Textile Mills*³, the Supreme Court has criticized the approach of settling private disputes under Article 136, stating that it would lead to confusing results and lack of precedents. The Court observed that the Court is not bound to interfere even if there is error of law in the impugned order.

3. It is humbly submitted to this Hon'ble Court that there was no error in the judgement of the hon'ble Orana High Court; The counsel for the Respondents would also like to submit to this Hon'ble Court that there is no pressing matter or question of law, for which, the intervention of this Court would be necessary, i.e. there is no necessity to invoke the jurisdiction conferred upon this Hon'ble Court under Article 136.

SCOPE OF POWERS UNDER ARTICLE 136:

1. It is humbly submitted that if Special Leave is granted, the matter is registered as an appeal and the Court does not take into cognizance all the points that may arise on appeal and decide them on Merits⁴. The Supreme Court has also held that "it is not bound to go into merits and even if we do so and declare the law or point out the error – still we may not interfere if the justice of the case on facts does not require interference or if we feel that the relief could be moulded in a different fashion."⁵

2. The Supreme Court in *Kunhayammed v. State of Kerala*⁶ held that Article 136 consists of two distinct stages, the first stage where the matter is merely being decided if it is to be accepted as an appeal or not; if the Supreme Court decides to adjudicate the matter, it becomes an appeal, if otherwise, the matter was never an appeal.

1 GROUNDS ON WHICH APPEAL ARE GRANTED NOT SATISFIED:

The Supreme Court has exercised its Jurisdiction under Article 136 under the following circumstances-

- (i) When the Tribunal ostensibly fails to exercise its patent jurisdiction.⁷
- (ii) When there is an apparent error on the face of the decision.⁸
- (iii) The tribunal has erroneously applied well-accepted principles of jurisprudence.

1 GROUNDS OF REJECTION:

In **Kunhayammed and Others v. State of Kerala and Another**⁹, it was held that a petition seeking grant of special leave to appeal may be rejected for several reasons The question raised by the petitioner for consideration by this Court being not fit for consideration or deserving being dealt with by the Apex Court; it is humbly submitted that there is no ground for invoking this Hon'ble Court's jurisdiction under Article 136.

⁴ Taherkhaton v. Sala, bin Mohammam, AIR 1999 SC 1104

⁵ ibid

⁶ Kunhayammed v. State of Kerala, (2000) 245 ITR 360 (SC)

⁷ ibid

⁸ Chief Administrator cum Jt. Secretary, Government of India v. D. C. Dass, AIR 1999 SC 186

ISSUE 2 – WHETHER THE AGREEMENT BETWEEN FLIPSON AND THE MINISTRY OF RAILWAYS WAS ESSENTIALLY CONTINGENT IN NATURE, WITH THE CONTINGENCY BEING ‘TIMELY COMPLETION OF THE PROJECT’?

It is most humbly submitted before this honorable court that the provision of extension of agreement dilutes the obligation of timely performance.

NATURE OF THE AGREEMENT:

Our cooperation with the Ministry of Railways originated from our sincere desire to coordinate the smooth building of a high-speed freight rail system that would strategically connect the towns of Kanzing and Orana.

Even if completion dates were specified, it is crucial to emphasize that the fundamental purpose of this contractual partnership was to successfully implement the high-speed freight rail infrastructure. Even while it was acknowledged, timely completion took on a secondary significance when it came to identifying the main goal of our agreement.

National Highways Authority of India v. M. Hakeem,¹⁰ emphasizes the holistic interpretation of contractual intent, emphasizing that the essence of an agreement should be ascertained from the entire context rather than a single aspect, aligning with our position that timely completion is one aspect, not the essence. The court held that in complex infrastructure contracts, the primary focus is often on successful project delivery rather than strict adherence to timelines. This aligns with our argument that timely completion is a factor but not the sole essence.

CONTRACTUAL INTENT AND TIME ESSENCE:

1. In essence, Section 55 underscores the importance of time as a critical element in contractual relationships. It allows parties to expect timely fulfillment of promises and provides a remedy in the form of contract termination if one party fails to adhere to the agreed-upon timeframes. This section promotes a sense of responsibility and accountability in contractual dealings, emphasizing that time is indeed of the essence in the performance of reciprocal promises under Indian contract law.

2. During the contract period there were certain delays due to unforeseen circumstances and extension was given by appellant itself. The existence of an extension clause has diluted the Appellant's case that time was of the essence of the contract.

3. The Supreme Court, in the recent judgement of **Welspun Specialty Solution Limited vs. Oil and Natural Gas Corporation Ltd.**,¹¹ has reiterated the principles basis which Courts are required to construe whether time is of the essence of a contract. The Court held that a collective reading of the entire contract and its surrounding circumstances is imperative to come to such a conclusion. Merely having an explicit clause in the contract may not be sufficient to make time the essence of it. The Court also held that the availability of extension procedures to fulfil obligations under a contract, along with consequent imposition of liquidated damages, are good indicators to hold that time is not of the essence.

4. **Hind Construction Contractors vs. State of Maharashtra**,¹² wherein it had held that whether or not time is the essence of the contract is essentially a question of the intention of the parties, to be gathered from the terms of the contract. In contracts providing for an explicit clause in this regard, such a stipulation will have to be read along with other provisions of the contract, which may upon construction exclude any inference that time being of the essence was fundamental to the contract.

5. Generally, the courts have held time to not be the essence of the contract where the contract provides for penalty and extension of time when performance is accepted after the expiry of the original time period.¹³

6. In conclusion, it is asserted that the agreement with the Ministry of Railways was not essentially contingent on the timely completion of the project, and the provision for an extension of the agreement dilutes the obligation of timely performance.

It is most respectfully stated before the honourable court that the agreement's essence lies in the successful implementation of the high-speed freight rail infrastructure, and the provision for extension underscores the flexibility in the timeline, therefore we challenge the Ministry's assertion that time was of the essence in this contractual arrangement.

ISSUE 3-WHETHER THE MINISTRY OF RAILWAYS CAN CLAIM A BREACH OF CONTRACT ON ACCOUNT OF A DELAY IN PROJECT COMPLETION DESPITE AN EXTENSION GRANTED BY THEM UPON REQUEST BY FLIPSON?

CONTRACTUAL EXTENSION AND FLEXIBILITY

A Breach of Contract Occurs When A Party Fails To Uphold Their Contractual Obligations.

1. It is most humbly presented before the court the Ministry of Railways, by granting an extension, explicitly acknowledged and agreed to a revised timeline for the completion of the project. This extension provision is a clear indication that the parties recognized the possibility of unforeseen circumstances affecting the project timeline. The inclusion of an extension clause in the contract demonstrates the parties' intent to accommodate situations beyond their control. This provision reflects an understanding that time might not be strictly of the essence and allows for adjustments in the project timeline.

2. The global COVID-19 pandemic, which commenced in December 2019, and the subsequent nationwide lockdown imposed by the government in March 2020 constitute force majeure events.¹⁴ These events fall outside the control of Flipson and significantly impacted the ability to adhere to the original project timeline and therefore we submit before the honorable court that our actions do not amounts to breach of contract.

3. The imposition of a lockdown, restricting the movement of people and halting government projects, including the high-speed freight rail project, was beyond Flipson's control. Force majeure events typically excuse parties from performance obligations during unforeseen and extraordinary circumstances.

REQUEST FOR PRICE ESCALATION AND ITS ACCEPTANCE:

- i Given the rising cost of raw materials and other difficulties, our request for a price rise was
 - ii fair reaction to unanticipated events. This request was granted by the government, demonstrating a practical approach to modifying contractual provisions in light of the pandemic's forced economic reality.¹⁵
2. Acceptance of the price escalation request, subject to damages, further demonstrates the 2.

Acceptance of the price escalation request, subject to damages, further demonstrates the government's recognition of the need for modifications resulting from outside variables impacting project schedules and prices.

3. As highlighted in the recent judgment of Welspun Specialty Solution Limited vs. Oil and Natural Gas Corporation Ltd.,¹⁶ emphasize that time being of the essence requires a comprehensive evaluation of the entire contract and surrounding circumstances. Mere inclusion of an explicit clause may not be sufficient to categorize time as the essence.

4. The availability of extension procedures and the acceptance of performance after the original timeframe, as indicated in Hind Construction Contractors vs. State of Maharashtra, are considered by courts as indicators that time may not be fundamentally essential.

We contend with due respect that the Ministry of Railways cannot be held liable for contract breaches due to project delays because the Ministry of Railways offered an extension and acknowledged the impact of force majeure occurrences.



¹⁴ Saurabh Buildcon Private Limited v. Hindustan Construction Company Limited



ISSUE 4-WHETHER CLAUSE 16(III) OF THE AGREEMENT IS RENDERED INFRACTUOUS IN CASE OF A FORCE MAJEURE EVENT?

Article 16(iii) of the agreement states that even when extension is granted, such acceptance of extension, as the case may be, will be without prejudice to claim damages

under the Failure and Termination Clause unless the ministry clearly waives its right in writing to recover such damages. 'Force Majeure' means an "event or effect that can be neither anticipated nor controlled and includes both acts of nature (e.g., floods and hurricanes) and acts of people (e.g., riots, strikes, and wars).¹⁵

1. It is most humbly submitted before the honorable court that clause 16(iii) of the agreement likely pertains to the consequences of a delay in project completion and any associated penalties or deductions in case of such delays. In the context of a force majeure event, such as the COVID-19 pandemic, we are advancing several arguments to contend that Clause 16(iii) should be rendered inapplicable or, in legal terms, "infructuous.

2. We respectfully argue that Article 16 (iii) requires a clear and explicit waiver of the Ministry's right to claim damages in writing. The absence of such a waiver implies that the Ministry intended to retain the right to claim damages even with the granted extension. However, we emphasize that the waiver was neither sought nor obtained in writing. Therefore, the Ministry cannot retrospectively claim damages for delays that occurred during the extension period.

3. Due to COVID-19, performance of some contractual obligations may become impossible for the time being. In contracts where time is of the essence, the FM event may even lead to frustration of the contract because of the supervening impossibility to perform obligations under the contract.¹⁶ During discussions on the extension, there was no indication from the Ministry that it was relinquishing its ability to seek damages for project delays. The written communication and correspondences between Flipson and the Ministry during this period can be examined to underscore the lack of a formal waiver.

4. In the recent decision of MEP Infrastructure Developers Limited v. South Delhi Municipal Corporation,¹⁹ the Delhi High Court upheld the validity of a force majeure clause in a contract between the disputing parties citing disruption of business due to the spread of COVID-19 as being classified as a force majeure event. And therefore by referring to this judgement we contend that clause 16 (iii) of the agreement to be rendered infructuous in case of Force Majeure event.

¹⁵ State of Gujarat v Kothari and Associates, 2016 14 SCC 761

¹⁶ Welspun Specialty Solution Limited vs. Oil and Natural Gas Corporation Ltd. 2022 2 SCC 382

¹⁷ Blacks Law Dictionary (11th Edition, 2019)

¹⁸ Section 56, Indian Contract Act, 1872.

¹⁹ MEP Infrastructure Developers Limited v. South Delhi Municipal Corporation W.P.(C) 2241/2020

ISSUE 5-WHETHER THE PROVISION OF 'EXTENSION OF AGREEMENT' DILUTES THE OBLIGATION OF TIMELY PERFORMANCE, IRRESPECTIVE OF THE OCCURANCE OF THE FORCE MAJEURE EVENT?

Whether the provision of 'extension of agreement' dilutes the obligation of timely performance, irrespective of the occurrence of a force majeure event?

It is most humbly submitted before this honorable court that the provision of extension of agreement dilutes the obligation of timely performance, because of the occurrence of force majeure event.

FORCE MAJEURE AND THE DOCTRINE OF FRUSTRATION:

1. "Frustration is an English contract law doctrine that acts as a device to set aside contracts where an unforeseen event either renders contractual obligations impossible, or radically changes the party's principal purpose for entering into the contract." (Taylor v Caldwell)²⁰

2. A force majeure clause relieves one or both parties from liability to perform contract obligations when performance is prevented by an event or circumstance beyond the parties control. Typical force majeure events may include fire, flood, civil unrest, or terrorist attack. Force majeure is a term used to describe a "superior force" event.

3. The purpose of a force majeure clause is two-fold:

- it allocates risk and
- puts the parties on notice of events that may suspend or excuse service.

The doctrine of frustration (S.56 of the Indian Contract Act, 1872.): The essential idea upon which the doctrine of frustration of contract is based is that of the impossibility of performance of the contract; in fact, „impossibility and „frustration are often used as interchangeable expressions. The changed circumstances, it is said, make the performance of the contract impossible, and the parties are absolved from the further performance of it as they did not promise to perform an impossibility.

4. While the doctrine of frustration is a common law principle, the force majeure clause is a

creature of contract. It is a civil law concept that has no settled meaning in the common law. It must be expressly referred to and defined in a contract.

5. "Force majeure" is governed by the Indian Contract Act, 1872. In so far as it is relatable to an express or implied clause in a contract, it is governed by Chapter III dealing with the contingent contracts, and more particularly, Section 32 thereof. In so far as a force majeure event occurs de hors the contract, it is dealt with by a rule of positive law under Section 56 of the Contract. Sections 32 and 56 are set out herein:



6. Contract to do act afterwards becoming impossible or unlawful. A contract to do an act which, after the contract made, becomes impossible or, by reason of some event which the promisor could not prevent, unlawful, becomes void when the act becomes impossible or unlawful.

7. Compensation for loss through non-performance of act known to be impossible or unlawful. Where one person has promised to do something which he knew or, with reasonable diligence, might have known, and which the promisee did not know, to be impossible or unlawful, such promisor must make compensation to such promisee for any loss which such promisee sustains through the non-performance of the promise."

8. "Impossibility under S.56 doesn't mean literal impossibility to perform (owing to strikes, commercial hardships, etc.) but refers to those cases where a supervening event beyond the contemplation and control of the parties (like the change of circumstances) destroys the very foundation upon which the contract rests, thereby rendering the contract „impracticable to perform, and substantially „useless in view of the object and purpose which the parties intended to achieve through the contract. In *Satyabrata Ghose v. Mugneeram Bangur*²¹ war condition was known to the parties while entering into the contract such that they were aware of the possible difficulty in the performance of the contract, in such circumstances, the requisition of property did not affect the root of the contract. Secondly, no stipulation as to time was provided in the agreement such that the work was to be completed within a reasonable time. Still, having regard to the nature of the development contract and the knowledge of the war conditions prevailing during the contract, such a reasonable time was to be relaxed. Therefore, the contract had not become impossible of performance under S.56.

9. It was held in the judgement of *Naihati Jute Mills Ltd. v. Hyaliram Jagannath*²² that a contract is not frustrated merely because the circumstances in which it was made are altered. The Courts have no general power to absolve a party from the performance of its part of the contract merely because its performance has become onerous on account of an unforeseen turn of events.




10. The application of the doctrine of frustration requires a multi-factorial approach. Among the factors which have to be considered are the terms of the contract itself, its matrix or context, the parties' knowledge, expectations, assumptions and contemplations, in particular as to risk, as at the time of the contract, at any rate so far as these can be ascribed mutually and objectively, and then the nature of the supervening event, and the parties' reasonable and objectively ascertainable calculations as to the possibilities of future performance in the new circumstances. Since the subject matter of the doctrine of frustration is contract, and contracts are about the allocation of risk, and since the allocation and assumption of risk is not simply a matter of express or implied provision but may also depend on less easily defined matters such as "the contemplation of the parties", the application of the doctrine can often be a difficult one.

11. The most generic clause under most force majeure clauses is the „Act of God“, and the Covid-

19 can be brought under the ambit of the same. But the effect of this clause can be mitigated through the „duty to mitigate“ and „exercise due diligence clause. The subjective standards on the case to case basis have to be applied in order to determine their effect on the overall contract. The „best endeavor“ clauses might also play a crucial role in order to define the ambit and implications of the force majeure clause, as the presence of the same might end up mitigating the effects of force majeure clauses. The foreseeability of the event has to be gauged too, especially for the contracts entered after the month of December 2019 as for the force majeure clauses to become effective, the event must not be foreseeable in essence, and the Covid-19 outbreak had effectively begun from December 2019 onwards.

12. Covid-19 or the Corona Virus was declared as a worldwide pandemic on March 11, 2020. This has led to lockdowns and financial slowdown across the country in all sectors. The impact on the businesses has been severe, and the



force majeure clauses will play a crucial role if the businesses are not able to perform their contractual obligations amidst this crisis similarly in the present case I was merely impossible to perform the contract during the COVID lockdowns.

13. In the aftermath of the closedown, many suppliers would not be able to perform their contractual obligations and, to say the least, they would be delayed. The suppliers are seeking to delay and/ or avoid contractual obligations/ performance. They wish not to be held liable for their contractual non- performance. The companies might not be able to honor their customer agreements. The same is true for the consideration, which either of the party to a contract might not be able to fulfill under the terms of the contract. Under such scenarios, the force

majeure clause would be a determining factor to understand the implications of these events. In this regard, given the supply chain disruption caused by the Covid-19 pandemic, it is most likely that performances under many contract will be delayed, interrupted, or even cancelled.

However, Covid eventually hit India on 20th March 2020 and a nationwide lockdown was imposed by the government on 29th March 2020. During this time, no one was allowed to leave their homes even for work (except for emergency situations), all government projects were temporarily stopped, and no transportation was allowed (except for emergency situations). It was impossible for the respondent to complete the obligation of contract.

20 (Taylor v Caldwell (1863) 3 B & S 826)

21 Satyabrata Ghose v. Mugneeram Bangur 1954 AIR 44 1954 SCR 310

22 Naihati Jute Mills Ltd. v. Hyaliram Jagannath, 1968 (1) SCR 821

ISSUE 6 -WHETHER THE AMOUNT OF DAMAGES DEDUCTED BY THE MINISTRY IS IN ACCORDANCE WITH THE AGREEMENT?

IMPOSITION OF DAMAGES:

1. Under Section 55 of the Contract Act, the ministry of railways is nevertheless entitled to compensation for the loss caused by failure to perform within time. However, in the scenario wherein time was of the essence and the ministry of railways accepts belated performance, damages shall be payable only upon notice.²⁴ However, no notice was received by us from the ministry of railways. In such cases, there must be a clear and discernible stand on behalf of ministry of railways that any extension granted and/or accepted is without prejudice to the claim of actual damages/ liquidated damages, as the case may be, instead of awaiting the end of the contract to lodge any such claim.²⁵

2. The Contract Act, under Sections 73 and 74 thereof, deals with the law of damages in India. Section 73 provides for actual damages suffered by a party in the usual course of things, upon a proof of breach, as also the extent of the loss suffered. Section 74, dealing with liquidated damages is an exception to Section 73, wherein the requirement of proof of loss has been dispensed with. Section 74 applies wherein a sum has been specified in the contract as damages, which is a genuine pre-estimate of the loss agreed between the parties. However in the present case no amount of damages was agreed between the parties and therefore Ministry of Railways is not entitled for either of the damages.²⁶

Therefore it is most respectfully submitted before the honorable court that any calculation of damages should be conducted in consideration of the force majeure period and the subsequent extension. The Ministry's approval of the extension implies an acknowledgment that the delays caused by the force majeure event are factors to be taken into account when assessing damages. Ministry had acknowledged the challenges posed by the COVID-19 pandemic and the gave subsequent approval of an extension.

IMPOSITION OF DAMAGES:

1. Under Section 55 of the Contract Act, the ministry of railways is nevertheless entitled to compensation for the loss caused by failure to perform within time. However, in the scenario wherein time was of the essence and the ministry of railways accepts belated performance, damages shall be payable only upon notice.²⁴ However, no notice was received by us from the ministry of railways. In such cases, there must be a clear and discernible stand on behalf of ministry of railways that any extension granted and/or accepted is without prejudice to the claim of actual damages/ liquidated damages, as the case may be, instead of awaiting the end of the contract to lodge any such claim.²⁵

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²³ Energy Watchdog vs. Central Electricity Regulatory Commission & ors., 2017 14 SCC 80

²⁴ Mascon Multiservices & Consultants Pvt. Ltd. v Bharat Oman Refineries Ltd., 2014 SCC

²⁵ State of Gujarat v Kothari and Associates, 2016 14 SCC 761

²⁶ Dyna Technologies Pvt. Ltd. v Crompton Greaves Ltd., 2019 20 SCC 1

I PRAYER

WHEREFORE in light of issues raised, arguments advanced and authorities cited, it is most humbly prayed before this Hon'ble Court that it may be pleased:

- To
- To
- To

AND/OR pass any other order/orders as this Hon'ble Court deems fit and proper in the circumstances of the given case and in the interest of Justice, Equity and Good Conscience.

And for this act of kindness and justice the Petitioners shall be duty bound and forever pray.

All of which is most humbly and respectfully submitted.

Date: 23rd February, 2024

S/d _____

Place: _____Indica

Counsel(s) for the Petitioners



Researcher's Test



In a moot court competition, researchers play a crucial role in supporting the Mooters by providing them with comprehensive legal research.

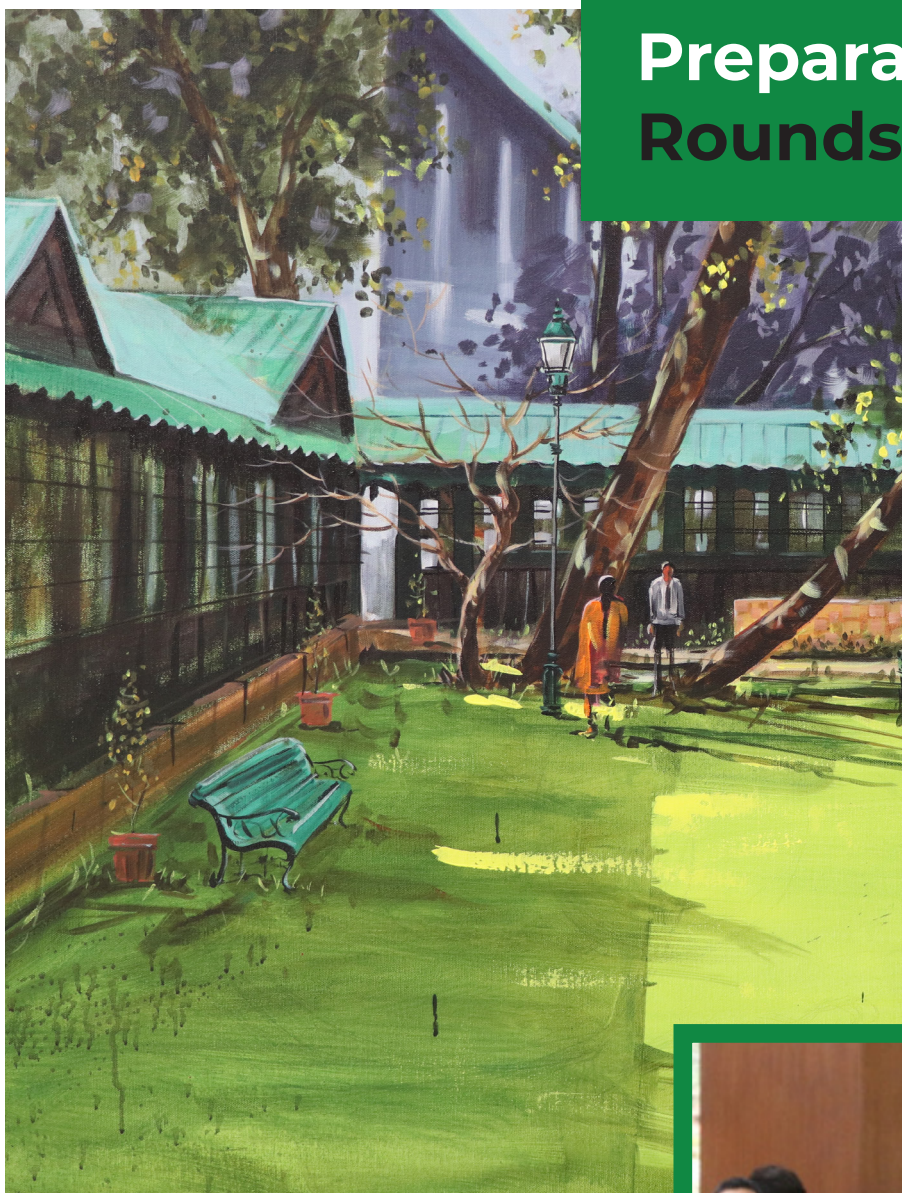
There were 45 technical questions based on knowledge of law and facts of the Moot Proposition by way of which The Three Best Researchers were selected.

Preparation of the Rounds

1. Invitations to Adjudge the Event

Invitations for the Moot Court Competition were dispatched to esteemed Judges, Jurists, and Professors including the Vice Chancellors of the National Law Universities all around the country via personalized emails, detailing event specifics, date, and venue.

A formal electronic invitation was accompanied by a detailed itinerary including the Brochure, Bench memos and marking scheme, ensuring clarity on competition rules and expectations. The process aimed at securing the participation of distinguished legal professionals.



II. Marking of Memorials

- The marking of moot court memorials underwent a rigorous 3-rounds of checking.
- Initial screening assessed adherence to guidelines, followed by content evaluation for legal acumen.
- A final review determined the top three best memos, emphasizing thoroughness and excellence.



184 Officer Trainees from IAS Professional Course Phase 1 (2023 Batch) celebrating the art of advocacy and the pursuit of justice. Supported and mentored by 6 Officer Trainees with legal background.



II. Briefing to Judges

Bench Memorials were circulated and the marking scheme was briefed three times during the competition. First briefing was done online on 16.02.2024, then on mornings of 23.02.2024 and 24.02.2024.

The Marking Criteria:

- Knowledge of Law (20 marks)
- Knowledge of Facts (10 marks)
- Application of Facts to Law (10 marks)
- Clarity and Organization of Thought (20 marks)
- Demeanor (20 marks)
- Use of Language and Ability to Answer Questions (20 marks)



IV. Training to the Moot Court Staff

Moot court staff underwent focused training for the competition, covering procedural aspects, rule interpretation, and effective communication. Sessions included mock scenarios to enhance their ability to facilitate a seamless event.

The staff was briefed about the time stamps that were to be used during the oral submissions by the respective teams.

Moot Court Society



Rounds of the Moot Court Competition

Preliminary Round

The Preliminary Rounds took place on the day first of the competition i.e., on 23rd February, 2024. These encompassed 2 rounds. The total of 58 teams were divided into two slots, 29 teams each. The rounds consisted of 50 minutes for oral pleadings. 15 legal luminaries adjudged the rounds from all over India.

Rounds of the Moot Court Competition

List of Judges

Prof. (Dr.) Aman Amrit Cheema	Director, University Institute of Laws, Ludhiana
Shri Manjeet Sheoran	District & Sessions Judge, Ghaziabad, UP
Prof. (Dr.) Ajay Ranga	UILS, Panjab University, Chandigarh
Shri Abhilash Malhotra	Joint Registrar (Judicial), Delhi High Court
Dr. Uday Shankar	Associate Professor in Law, RGS IPL, IIT Kharagpur
Dr. Parvesh Kumar Rajput	Associate Professor, NLU Raipur
Dr. Harman Shergill	Associate Professor, Amity Law School, Mohali
Shri Avinash Mishra	Additional Chief Judicial Magistrate, UP
Shri Yuvraj Singh	Principal Magistrate, Rajasthan
Shri Randeep Garg	Civil Judge-cum-Judicial Magistrate, Chandigarh
Dr. Amandeep Singh	Assistant Professor, NLU Lucknow
Ms. Dipshreeya Das	Assistant Professor, Gujarat NLU
Smt. Jwala Thapa	Chief Judicial Magistrate, Gangtok
Dr. Anil Sain	Assistant Professor, University of Delhi
Dr. Vikesh	Faculty, University of Delhi

Quarter-Final Round

Quarter Final Round round took place on the first day of the Competition itself. Top 8 teams shortlisted on the basis of scores of the Preliminary Round were qualified. The Quarter Final Round was the knockout round and 4 teams were qualified for the Semi Final Round. 12 legal luminaries adjudged the round.

Prof. (Dr.) Aman Amrit Cheema	Director, University Institute of Laws, Ludhiana
Shri Rajiv Maheshwaram	Additional District and Sessions, Judge
Dr. Amandeep Singh	Assistant Professor, NLU Lucknow
Shri Manjeet Sheoran	District & Sessions Judge, Ghaziabad
Dr. Alamdeep Kaur	Faculty, Army Institute of Law, Mohali
Dr. Harman Shergill	Associate Professor, Amity Law School, Mohali
Shri Randeep Garg	Civil Judge-cum-Judicial Magistrate, Chandigarh
Dr. Uday Shankar	Associate Professor, IIT Kharagpur
Smt. Jwala Thapa	Chief Judicial Magistrate, Gangtok
Prof (Dr.) Jasmeet Gulati	Jindal Global Law School
Prof (Dr.) Shaveta Gagneja	Director, School of Law, FIMT, New Delhi
Ms. Dipshreeya Das	Assistant Professor, Gujarat NLU

Quarter Finalists Teams

Quarter Final Round round took place on the first day of the Competition itself. Top 8 teams shortlisted on the basis of scores of the Preliminary Round were qualified. The Quarter Final Round was the knockout round and 4 teams were qualified for the Semi Final Round. 12 legal luminaries adjudged the round.

TC 4	TC 37	TC 40	TC 13
TC 17	TC 18	TC 33	TC 27

Felicitation of Judges



Semi-Final Rounds

The first event that took place on day 02 (14 February, 2024) was the Semi Final Round. Four teams from Quarter-Finals were shortlisted for the Semi Final Rounds. This was a knockout round and two teams were selected for the Final Round.



List of Judges

Dr. G.K. Goswami, IPS	Addl. Director General of Police, UP
Dr. Sonia Kinra	Additional District & Sessions Judge-cum-Faculty Member, Chandigarh Judicial Academy
Smt. Vijeta Rawat	Additional District & Sessions Judge, Delhi
Shri Rajiv Maheshwaram	Additional District & Sessions Judge, UP
Dr. Alamdeep Kaur	Faculty, Army Institute of Law, Mohali
Prof (Dr.) Jasmeet Gulati	Jindal Global Law School

Semi Finalist Teams

TC 13	TC 33
TC 17	TC 27

Final Round

On 24th February, 2024, the Final Round of the competition was held and the event was concluded. This was a knockout round.

Each team got a total time of 30 minutes to argue subject to a minimum of 10 minutes per speaker. The said 30 minutes should include a maximum of 3 minutes for the Rebuttals



List of Judges

Justice Challa Kodanda Ram	Former Hon'ble Justice of Telangana High Court
Prof. Srikrishna Deva Rao	Vice Chancellor, NALSAR University
Dr. G.K. Goswami IPS	Addl. Director General of Police, UP
Prof. Dr. Raman Mittal	University of Delhi

TC 13	TC 17
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Felicitation of Judges



| Result Declaration & Valedictory

The culmination of Final Round was followed by the announcement of Results by esteemed Director LBSNAA, Shri Sriram Taranikanti and Honorable Moot Court Judges, Justice Challa Kodanda Ram (Former Hon'ble Justice of Telangana High Court), Prof. Srikrishna Deva Rao (Vice Chancellor, NALSAR University), Dr. G.K. Goswami IPS (Addl. Director General of Police, UP) & Prof. Dr. Raman Mittal (University of Delhi).

Damera Hima Vamshee Grandhe Saikrishna Dongre Revaiah	Winner (TC 13)
Garima Narula Shubham Nokhwal Mahima Kasana	1st Runner Up (TC 17)
Dhamini M Das Akash AL Chaluvaraju R	2nd Runner Up (TC 33)
Kasturi Panda Swapnil Pawar Jagannath Swati Sharma	3rd Runner Up (TC 27)
Aditi Varshney Madhav Bharadwaj Pratiksha Singh	Best Memorial
Sri Pranav Maliye Tharun Patnaik Madala Uma Harathi N	1st Runner Up Memorial
Krishna Chandra Gupta Ramakrishnasamy R Vaishali R	2nd Runner Up Memorial

1st Best Speakers

Laghima Tiwari
Anoushka Sharma
HS Bhavana

2nd Best Speaker

Kasturi Panda

3rd Best Speakers

Sanketh Ajmera
Vevotolu Kezo

1st Best Researcher

Siddharth Shukla

2nd Best Researchers

S Gautham Raj
Shishir Kumar Singh
Yadav Suryabhan Achchhelal

3rd Best Researchers

G V S Pavandatta
Durga Prasad Adhikary
Pawar Swapnil Jagannath
Gauri Prabhat





“ On February 24, 2024 LBSNAA organized the Final Round of the Moot Court Competition. I was delighted to see that the Officer Trainees represented both the parties of the case very well. The way they presented their arguments was undoubtedly a resemblance of the skills of a good Advocate. The proceedings were very well conducted by the Academy. The organizing committee covered the event diligently. Being an experienced bureaucrat, I can surely say that the performances of the Officer Trainees are commendable. In future, they'll rightly contribute in reforming the legal system of Country.

Thank you very much!



“ I must congratulate LBSNAA for coming up with this wonderful idea & great rounds- Preliminary(I, II), Quarter Finals & Semi Final. I've had the privilege to be in all of them. The teams were very good. The Officer Trainees were very well prepared. Despite the fact none of them was from law background, they used the law aptly & their demeanor was wonderful and marvelous. So congratulations to LBSNAA for such an event.



“ I'd like to congratulate LBSNAA for organizing this event. It was really amazing, how these participants prepared themselves even though not being from law background but they argued their cases so well. I was there for the Quarter and Semi finals. It was worth seeing how they all prepared. So, I congratulate everyone here and I must also put it on record that the other arrangements which LBSNAA had made for all the judges were also very well done. We really hope you keep up these kinds of events dealing with law and legal fraternity.

Thank you very much!





“ First of all I would like to congratulate and thank LBSNAA for such a great event. The exposure of law given to the Officers Trainees is really amazing and I think the organizers have put a great effort for this event. Though they are not from law background, officers have really worked hard in research and in expressing themselves and in the maintenance of the demeanor of the court. So once again congratulations LBSNAA for the success of the event including each and every aspect. ”



“ I'm glad to be back here and it has been a great event organised by the committee for which I feel this exposure is very essential for the OT's who will be helping the affairs and knowing that much of the litigation that is there in the courts is against the government. So I believe such programmes would enable the OTs to be aware of how they need to deal with the litigation that would come their way when they'll head the various departments. ”



“ I'm thankful to LBSNAA for inviting me to adjudge the Moot Court Competition. It is a wonderful initiative by the academy to inculcate the habit of interpretation of the Law amongst the Officer Trainees. The organization of the competition was marvelous! Specially the draft and theme of the Moot Court Proposition was very well prepared. It rightly covered all the aspects of law. I must say that being a legal professional, I was very impressed by their interpretation and oratory skills. ”

Many Congratulations to LBSNAA!



“ It was a wonderful experience for me also. Their preparedness showed their great efforts in analyzing and researching the Moot Problem.

I'd like to thank and congratulate LBSNAA!

”



“ It was a wonderful experience. Both the teams did very well. The organization of the event was excellent. I congratulate LBSNAA and the entire organizing committee and Best Wishes!



“ I would like to thank LBSNAA for giving me this opportunity to adjudge the competition and interact with the people here. I would also like to appreciate the Participants of this competition who were not from legal background yet they spoke like real-life advocates. They performed really well. I congratulate the academy for organizing such inter-disciplinary programs.

Thank you very much!

”



“ My experience today was really great. The kind of preparation the speakers did was outstanding. I must also congratulate the researchers who helped their teams to cite the law and Authorities. The exposure given to the Officer Trainees here is excellent.

I really congratulate the Academy for the success of this event. ”



“ I had a wonderful experience while judging the competition. It was very well visible listening to the arguments of the speakers that the cream of the country is here in LBSNAA. I would like to say that the way they argued the case and analyzed the intricacies. It was quite impressive. I'd like LSBNAA to continue with such events! ”

CHALLENGES FACED

- Overall coordination and scheduling rounds.
- Ensuring team making and division of roles amongst OTs as speakers and researchers, especially for the reluctant OTs.
- Creating a challenging and engaging moot problem.
- Accommodation and Hospitality of judges.
- Ensuring and outsourcing the presence of judges in case of their withdrawal.
- Logistics Management.
- Ensuring access to necessary technology and equipment for presentations, audiovisual aids, and live streaming.
- Collation and announcement of swift results, post completion of rounds.

I ANNEXURES



Annexure A: Moot Court Competition Schedule



Annexure B: Moot Court Competition Brochure