

काशी हिन्दू
विश्वविद्यालय



BANARAS HINDU
UNIVERSITY

AN INSTITUTION OF NATIONAL IMPORTANCE ESTABLISHED BY AN ACT OF PARLIAMENT

[Rules and Regulations]

Mahamana Malaviya National Moot Court Competition, 2014

On the auspicious occasion of Mahamana Pt. Madan Mohan Malaviyaji's 151th Birth Anniversary, Law School, Banaras Hindu University, Varanasi (U.P.) is going to organize a National Moot Court Competition dated 19th -20th April, 2014



Venue:

Law School

B.H.U. (U.P.)

National Administrator (Head & Dean)

Law School
BHU, (Uttar Pradesh)



BHU

capital of knowledge

MAHAMANA MALAVIYA

National Moot Court Competition-2014

Law School, BHU, Varanasi

19th-20th April, 2014

RULES AND REGULATIONS

PART-I

TITLE, DATE AND VENUE

Sec. (1) The *Mahamana Malaviya National Moot Court Competition 2014*, shall be held on 19th and 20th April, 2014.

Venue: Law School, B.H.U., Varanasi, Uttar Pradesh. Prof. B.C.NIRMAL, HEAD & DEAN, will be the National Administrator.

PART-II

LANGUAGE

Sec. (2) The competition shall be held only in the English Language.

PART-III

ELIGIBILITY & TEAM-COMPOSITION

Sec. (3) The competition is applicable for those students who are pursuing LL.B. *Three* year OR *Five* year course from any college/institution/university within the territory of the India.

Sec. (4) The team composition, for the competition, shall comprise of either **TWO** members (being designated as Speakers) OR **THREE** members (TWO of them shall be designated as Speakers and **ONE** Researcher).

Provided that a team may however consist of only TWO members in which case, no member shall be designated as Researcher.

Sec. (5) Any additional member, as mentioned under Sec.4, will not be entitled to local hospitality. He shall also be not entitled to any kind of prize/award in the competition.

Note (1):- No TEAM COACH shall accompany the participating team in the competition.

Note (2):- if any speaker OR researcher is found taking assistance of any kind of *unfair means*, the team shall stand disqualified from the competition at any stage.

Sec. (6) The Researcher may be permitted to argue as Speaker in case of illness OR any unforeseen event, the permission of the National Administrator in such case shall be mandatory.

Sec. (7) At any stage of competition **Member-Swapping** is strictly prohibited (that is any member of *a team* is requested by *another team* to plead on their behalf)

PART-IV

ACCOMODATION

Sec. (8) The accommodation shall be provided to the participating teams within the University Campus preferably. The accommodation facility shall be restricted to only Three Members of a particular team, which in any case shall not change. However, no accommodation facility will be rendered to the teams which are within the vicinity of 100K.M. from the Law School B.H.U.

The participating teams are supposed to intimate the details of their arrival and departure as mentioned in **Annexure-B**.

PART-V

REGISTRATION

Sec. (9) The registration of the participating teams, for the Mahamana Malaviya National Moot Court Competition , 2014, shall be on the priority basis, that is, receiving the consent letters of the teams in the order of sending first. The preference of registering the teams shall be in the aforesaid manner only. However, the discretion of Dean, Law School, B.H.U., shall be final. The participating teams are kindly requested to send the duly filled registration form latest by 30th March, 2014 and e-mail at mcclawschool.bhu@gmail.com.

The maximum number of teams will not exceed 24 (twenty four). The first 24 teams, who have sent their duly filled registration forms,

shall be deemed to have been registered for the moot court competition. No alteration shall be made once the teams are registered, the intimation of which shall be confirmed by the moot court committee to the teams registered.

- Sec. (10) The teams who are sending through hard copy, the last date for sending the registered form shall be **20th March, 2014**.
- Sec. (11) The date for accepting registration forms either by post or by e-mail shall not exceed the stipulated date as mentioned aforesaid.

PART-VI

MODE OF PAYMENT

- Sec. (12) The registration fees for the MOOT COURT COMPETITION shall be payable at **State Bank of India, B.H.U. branch, Varanasi** in the favour of **Mahamana Malaviya National Moot Court Competition**, Account No. (**to be informed later**), the mode of payment can be either by way of cheque or bank draft of Rs. 1000.00 (one thousand rupees only). The cheque/draft must reach along with the registration form at the requisite address. Any delays may kindly be intimated to the Dean, Law School, BHU or mail at mcclawschool.bhu@gmail.com.

PART-VII

DRESS CODE

- Sec.(13) The members of participating teams in the competition are mandatorily required to dressed up in their formal wear. Dress code shall be Western formals for Gentlemen and Western or Indian formals for Ladies. The teams should make their own provisions to comply with the dress code of the competition.

Note: Any *clarifications* regarding the moot court competition shall be adhered by the National Administrator in consultation with the moot court committee, the decision of which shall be final. Any clarifications may kindly be sent at mcclawschool.bhu@gmail.com or may contact at **+91-9450244368** (During Office hour only)

PART-VIII

STRUCTURE OF THE COMPETITION

Sec. (14) The formal commencement of the competition shall commence from 19th April, 2014 with the inauguration and shall conclude with the Valedictory function on 20th April, 2014.

However, the teams are supposed to arrive One Day prior to the commencement of the competition, i.e. on 18th April, 2014. The teams are, in this regard mandatorily comply with **Annexure-B** of the Rules.

The structure of the competition is classified as herein under mentioned:

1. **The Preliminary Rounds**
2. **The Quarter Final Rounds**
3. **The Semi Final Rounds**
4. **The Final Round**

Note: All rounds, as mentioned above, shall be on the basis of **Knock-Out**.

Sec. (15) Preliminary Rounds

Sec. (15)(1) The Preliminary rounds shall comprise of Two Rounds of oral arguments subject to the allotment of team codes. In the preliminary rounds, each team shall have to argue twice, once as a petitioner and the other as a respondent. The preliminary rounds shall take place on **19th April, 2014**, immediately after the completion of the Inauguration Function that is 11 a.m. sharp. The teams shall be escorted to their respective court rooms on the basis of their draw of lots. The *draw of lots* shall be done in presence of all the participating team on 18th April, 2014 by the Moot Court Committee, after the Researcher Test.

Sec. (15) (2) Once the team code and *draw of lots* is been disclosed to the teams, it shall be the duty of the respective teams as not to disclose their identity. The *draw of lots* shall comprise of informing the teams as to against which team they would be arguing in the preliminary rounds. On the same day i.e. **18th of April, 2014** the **“Researcher Test”** shall take place at **6 P.M.** Only the Researcher, as indicated in the team registration, shall take the researcher test, the speaker can only take the researcher test if the team comprises of two speakers only.

Note: No two Teams will argue against each other more than once in the Preliminary Rounds.

Sec. (15) (3) The winners of the preliminary rounds shall, i.e. total eight teams (8 teams) shall qualify for the *Quarter Final* Rounds. The Quarter Final Rounds shall take place on **19thApril, 2014**. The Teams qualifying to the Quarter Finals shall be on the basis of Two Rounds of Oral arguments of the Preliminary Rounds.

Sec. 15(4) The *Semi final* rounds shall comprise of Four Teams. The Semi Final rounds shall take place on **20thApril, 2014**. The winner of the Quarter final rounds shall be declared qualified for the Semi Final Rounds.

Sec. 15 (5) The *Final Rounds* shall take place on **20thApril, 2014**. The two teams who stand declared as winners of the Semi Final Rounds shall qualify for the Final Rounds.

Proviso: In case of evaluation of All Rounds the Memorial Marks *shall not* be included to decide the merit.

Proviso: In case a **tie** takes place in the Quarter Final, Semi Final or Final Rounds, in that case, the marks of the Preliminary Rounds shall be the basis for deciding the winner.

However, in the Preliminary Rounds, in case the Round Total of the two teams is the same, the team with higher Memorial marks will be credited with a win.

Sec. 15 (6) **Evaluation and Time Allocation for All Rounds**

- i) ***Preliminary Rounds: 30 minutes for each team***
- ii) ***Quarter Final Rounds: 45 minutes for each team***
- iii) ***Semi Final Rounds: 45 minutes for each team***
- iv) ***Final Rounds: 60 minutes for each team***

PART- IX

TEAM CODING

Sec. (16) The teams, participating in the competition, shall be allotted a *TEAM CODE* subsequent to the conformation of their registration process. It is to be noted, after the allocation of the team code, to the respective teams, shall be subject to strict confidentiality, the violation which may result in the disqualification of such team. The decision of the Moot Court Committee and National Administrator shall be final in this regard.

PART-X
MEMORIAL RULES

Sec.(17)(1) All teams shall submit Memorials from both sides (Plaintiffs and Defendants) .

Sec.(17)(2) **Requirements of the Memorials**

All teams must submit typed Memorials for both the sides fulfilling the following specifications: The Memorial must contain the following parts:

- a. Cover Page
- b. Table of Contents.
- c. Index of Authorities.
- d. Statement of Jurisdiction.
- e. Statement of Facts.
- f. Issues Involved.
- g. Summary of Arguments.
- h. Body of Arguments/ Arguments Advanced.
- i. Prayer

Sec.(17)(3) The Memorial Cover Page should follow the following colour scheme - Blue for the Plaintiff and Red for the Defendant. Use of decorative cover pages will attract negative marking. The teams are advised to use as far as possible light shades for their cover pages. The Cover page should contain the team code in the top right hand corner followed by the letter 'P' indicating an Plaintiff memorial or the letter 'D' indicating a Defendant memorial.

Sec.(17)(4) The Statement of Facts shall not be argumentative. Any argumentative Statement of Facts will attract negative marking. It may however seek to draw necessary inferences from the Facts provided. The Statement of Facts shall not contain any footnotes.

Sec.(17)(5) The Summary of the Arguments should consist of a substantive summary of the Arguments of the Memorial, rather than a simple reproduction of the headings contained in the Arguments. The Summary of Arguments should not contain footnotes.

Sec.(17)(6) **Length of the Memorial**

- a) The Statement of Facts shall not be more than 1200 words including headings.
- b) The Summary of Arguments shall not be more than 1200 words including headings.
- c) The Body of Arguments/ Arguments Advanced shall not be more than 9000 words including all headings, footnotes, headers and footers.

Sec.(17)(7) The Memorials should be typed on ‘.doc’ documents compatible with Microsoft Word 2003 (or higher) only. The page size should be A4; Font shall be ‘Times New Roman’ throughout the document with font size 12 (including headings), 1.5 lines spacing & 1 Inch margin on each side; Footnotes shall be in ‘Times New Roman’ with Font Size 10 and 1.0 spacing. The Participants may use uniform page borders.

Sec.(17)(8) The Memorials shall use *The Bluebook: A Uniform System of Citation*, on for formatting of all cited authorities.

Sec.(17)(9) The Memorial should be spiral bound only. Any other form of binding will attract negative marking.

Sec.(17)(10) No amendment of the Memorials will be permitted after submission.

Sec.(17)(11) The identity of the team (except the Team Code) or the names of the participants shall not be disclosed in any part of memorials. Doing so attracts disqualification straight away.

Sec.(17)(12) **Marking criteria for the Memorials**

Each Memorial will be marked out of a total of 100 marks. There will be separate marking for the Plaintiff and Defendant Memorials. The following will be the Marking Criteria and the allocation of marks to each category:

S. No.	Marking Criteria	Marks Allocated
1.	Use of Facts and Law	20
2.	Proper & Articulate Analysis	20
3.	Research	20
4.	Formatting and Citation	20
5.	Organisation of the Memorial	10
6.	Grammar and Style	10
		<hr/>
		Total 100

Sec.(18) **Submission of Memorials**

Sec.(18)(1) The teams should e-mail one copy of both Memorials (attached independently in the same mail) to alsdmcc@gmail.com on or before **23:59 hours, 30th March, 2014** . The soft copy should be in ‘.doc’ format only and should be compatible with Microsoft Word 2003 (or higher). The file name should be the Team code followed by the letters ‘P’ or ‘D’ depending on which side the memorial is from.

For e.g., if the memorial belongs to Team 1234 and is a Defendant memorial, the file name should be 1234D.

Sec.(18)(2) Four hard copies of each memorial shall be submitted to the college via courier or R.P.A.D on or before **30th March, 2014**.

PART-XI

AWARDS

Sec. (19) The competition embraces following awards:

[i] ***Winners Trophy***

[ii] ***Runners-Up Trophy***

[iii] ***Best Memorial***

[iv] ***Best Researcher***

[v] ***Best Speaker*** i.e. Male and Female both.

The National Administrator & Moot Court Committee may also grant any other Prize/Awards to any participants/teams in the competition.

PART- XII

GENERAL CLAUSES

Sec.20 (1)The “Competition” means Mahamana Malaviya National Moot Court Competition, April, 2014.

Sec. 20(2) “Competition Rules” shall mean and refer to the official rules of the competition formulated by the MCC (The rules can be amended form time to time).

Sec. 20 (3) “Clarification” means any clarification, regarding the competition shall be subject to the clarification by the moot court committee OR the National Administrator.

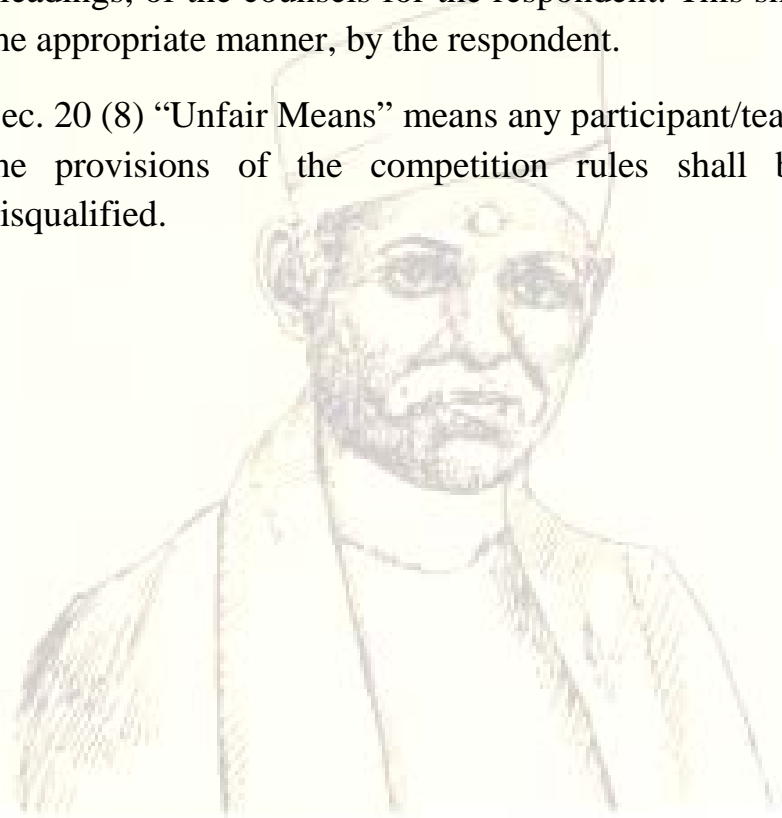
Sec. 20 (4) “MCC” means Moot Court Committee.

Sec. 20 (5) “National Administrator” means The Dean, Law School, Banaras Hindu University,

Sec. 20(6) “School” means Law School, Banaras Hindu University, Varanasi.

Sec. 20 (7) “Rebuttals” shall mean and refer to the set of arguments/challenges that a petitioner shall raise, at the end of the main pleadings, of the counsels for the respondent. This shall be replied to, in the appropriate manner, by the respondent.

Sec. 20 (8) “Unfair Means” means any participant/teams violating any of the provisions of the competition rules shall be deemed to be disqualified.



ANNEXURE-A

Registration form (Please fill in capital letters) **Undertaking**

1. We hereby state that our participation complies with the rules and regulations of the competition.

2. We Certify that the materials submitted/to be submitted are prepared by us and agree to indemnify the organizers, i.e. Law Faculty, Banaras Hindu University for any claim or dispute arising out of the further use and exhibition of these materials.

(All particulars must be given)

Name of the Institution:

Email:

Phone:

Seal & Signature

Head of the Institution

Name of the team members

Speaker No. 1.

1. Speaker No. 1.

2. Speaker No. 2.

3. Researcher

Signature

Completed form should reach Administrator by **15th March, 2014 (attach scanned copy by email)**

At e-mail: mcclawschool.bhu@gmail.com in reference to **Mahamana Malaviya National Moot Court Competition, 2014.**

Postal address: Law school, Banaras Hindu University, Varanasi, Uttar Pradesh. 221005.

ANNEXURE - B

TRAVEL PLAN

1. Name of Institution -

2. Arrival Details -

a. Mode of Arrival: Train / Air / Bus _____

b. Train No./Bus No./Flight No. _____

c. Estimated Time of Arrival _____

3. Departure Details -

a. Mode of Arrival: Train / Air / Bus _____

b. Train No./Bus No./Flight No. _____

c. Estimated Time of Departure _____

4. Any other details:

(Signature & seal of the Head of the Institution)

Note: This Travel Form must reach Law School, B.H.U. on or before 5th April, 2014 at 5.30 pm.

MAHAMANA MALAVIYA NATIONAL MOOT COURT

COMPETITION, 19th – 20th APRIL, 2014

MOOT PROBLEM

The question before Supreme Court is that whether the hire-purchase system or leasing system mentioned here in below is contrary to the interests of the society.

Facts and Background:

On 10th April, 2011, a Hire-Purchase Agreement was entered in between ABC Bank and Mr. X, to enable Mr. X to avail the benefit of hire-purchase in respect of a Ford car. In accordance with the terms and conditions of the Agreement, the Bank granted a hire-purchase facility to Mr. X for a sum of Rs.15, 92, 396/- which was repayable, along with interest, in 60 equal monthly hire charges of Rs.30000 each.

Clause 3.1 of the Hire-Purchase Agreement provides for payment of the hire charges in the manner stipulated in the Schedule to the Agreement and it also indicates that timely payment of the hire charges was the essence of the Agreement.

On the failure of Mr. X to pay the hire charges in terms of repayment schedule, the Bank sent a legal notice to Mr. X on 11th December, 2011, recalling the entire hire-purchase facility. As many as 5 cheques issued by Mr. X towards payment of hire-charges were dishonoured on presentation. By the said legal notice, Mr. X was informed that he had failed to repay the hire charges according to the payment schedule and had defaulted in honouring his commitments towards repayment. He was requested to make payment of total amount of Rs. 1, 50, 000 within 7 days from the date of receipt of the notice.

Pursuant to a request made by Mr. X, the Bank, by its letter dated 15th February, 2012, made a one-time offer of settlement for liquidating the outstanding dues of Rs.1800000 for Rs. 1600000 subject to the payment being made by Mr. X by 15th January, 2013, in cash. It was also specifically mentioned in the offer that in the event Mr. X delayed in making payment of the said sum of Rs.1600000 for whatever reason, the offer would stand voided and the Bank would be entitled to claim from Mr. X the total dues as on date.

Thereafter on *18th January, 2013*, the Bank took possession of the financed vehicle from the residence of Mr. X with the help of a recovery agent company which is on the Bank's panel. According to the Bank, an inventory sheet was also prepared, which was duly countersigned by wife of Mr. X.

In Bank's case that at the time of taking possession of the vehicle, 21 monthly instalments were overdue. On the same day, Mr. X's wife wrote to the Bank to extend the time for paying the amount which had been settled at Rs.1600000 by way of a One-Time settlement. It is also the Bank's case that subsequent there to, the date of the settlement offer was extended as a special case, but despite the same, Mr. X failed to pay the amount even within the extended period. It is on account of such default that the Bank was constrained to sell the vehicle after having valued by approved valuers and inviting bids from interested parties.

On *24th April, 2013*, the Bank entered into Agreement for sale of the vehicle with M/s. Panna Motors which was the highest bidder, for a sum of Rs.15,50,000 .

The sale process followed by the Bank after taking possession of the vehicle was in consonance of the regulations issued by the Reserve Bank of India.

After the vehicle was sold, the Bank sent a post-sale letter to Mr. X on *27th April, 2013*, informing him that the vehicle has been sold for Rs. 15, 50, 000 and that the said amount had been adjusted towards the total outstanding dues amounting to Rs. 18, 00, 000.

The Respondent was however asked to pay the balance amount of Rs. 2, 50, 000 which still remained due after adjustment of the sale price of the vehicle.

The Respondent filed a Consumer Complaint before the Consumer Disputes Redressal Forum, Mumbai, against the Bank alleging deficiency in service on their part. The Bank filed its reply to the said complaint before the aforesaid Forum.

By its order dated *30th June, 2013*, the District Forum directed the bank to pay a sum of Rs. 15, 50, 000 along with interest at the rate of 18% per annum, from the date of filing of the complaint till the date of payment, together with a further sum of Rs. 50, 000/- towards compensation and costs.

Aggrieved by the said order, the Bank Appellant preferred an Appeal before the State Commission on *25th July, 2013*. By its order dated *30th September, 2013*,

the State Commission affirmed the order of the District Forum and directed payment of a further sum of Rs. 50, 000/- on account of damages.

Petition before the National Commission on 08th October, 2013. On 05th December, 2013, the National Commission, dismissed the Revision Petition.

The Bank has now filed an Special Leave Petition before Supreme Court. The question before Supreme Court is that whether such Hire-Purchase system or leasing system is contrary to the interests of the society.

Clause 27 of the said Hire-Purchase Agreement deals with events of default. Sub clause 27.1.1 provides that non-payment of any monthly hire charges on the due date as per terms of the Agreement, would amount to an event of default and the consequences thereof are set out in Clause 28 dealing with the Owner's right on default by Hirer.

OWNER'S RIGHTS ON DEFAULT OF HIRER:

28.1 The occurrence of any/all of the aforesaid events shall entitle the owner to terminate this Agreement. On such termination, the entire sum of money (inclusive of hire charges and all other sums and charges of whatsoever nature, including but not limited to, interests on account of default of insurance premia and on account of other taxes) which would have been payable by the Hirer if the Agreement had run on its terms, shall become due and payable forthwith.

28.2 The Owner, through its authorized representatives, servants, agents, shall have unrestricted right of entry in the aforesaid events and shall not be entitled to retake possession of the vehicle(s). The Hirer shall be bound to return the vehicle(s) to the Owner at such a location, as the owner may designate, in the same condition in which it was originally delivered to the Hirer (ordinary wear and tear excepted). For the said purpose it shall be lawful for the Owner forthwith or at any time and without notice to the Hirer to enter upon the premises, or garage, or godown, where the vehicle(s) shall be lying or kept and to take the possession or recover and receive the same and if necessary to break open any such place. The Owner will be well within its rights to use tow-van to carry away the vehicle(s). The Hirer shall not prevent or obstruct the Owner from taking the possession of the vehicle and shall be liable to pay any towing charges or other expenses incurred in this regard.

28.3 The Owner shall be in the aforesaid events be entitled to sell/transfer/assign the vehicle(s) either by public auction or by private treaty or otherwise. However, the Owner shall, be liable to pay for any deficiencies after the said

appropriation. In case there is any surplus after adjusting the dues of the Owner, the same shall be paid to the Hirer.

28.4 The Hirer shall not be entitled to raise any objections regarding the regularity of the sale and/or any actions taken by the Owner nor shall the Owner be liable/responsible for any loss that may be occasioned from the exercise of such power and/or may arise from any act or default on the part of any broker or auctioneer or other person or body employed by the Owner for the said purpose.

28.5 The Owner shall be entitled to recover from the Hirer all expenses (including legal costs on full indemnity basis) incurred by or on behalf of the owner in ascertaining the whereabouts, of taking possession, insuring, transporting and selling the vehicle and of any legal proceedings that may be filed by or on behalf of Owner to enforce the provisions of this Agreement. It is expressly clarified that the remedies referred to herein above shall be in addition to and without prejudice to any other remedy available to the Owner either under this Agreement or under any other Agreement or in law.

28.6 Without prejudice to the generality of the foregoing words, the Hirer hereby consents to the Owner disseminating to and sharing with third parties (including banks, financing entities, credit bureaus of which the Owner is a member or any statutory body or regulatory authority) all information within the knowledge of the Owner and pertaining to Hirer (including credit history and credit status of the Hirer) at any time as the owner may consider necessary or be requested or directed to do.

In order to act in accordance with the aforesaid clause, the Applicant has framed its own code of conduct, wherein the guidelines as to how recovery of dues is to be effected, has been laid down.

-----00000-----