



BANARAS HINDU UNIVERSITY



[Rules and Regulations]

Mahamana Malaviya National Moot Court Competition, 2013

On the auspicious occasion of Mahamana Pt. Madan Mohan Malaviyaji's 150th Birth Anniversary, Law School, Banaras Hindu University, Varanasi (U.P.) is going to organize a National Moot Court Competition dated 9th-10th March, 2013.



Venue:

Law School

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

National Administrator (Head & Dean)
Law School
BHU, (Uttar Pradesh)



MAHAMANA MALAVIYA

National Moot Court Competition-2013

Law School, BHU, Varanasi

March 09th -10th, 2013

RULES AND REGULATIONS

PART-I

TITLE, DATE AND VENUE

Sec. (1) The *Mahamana Malaviya National Moot Court Competition 2013*, shall be held on 09th and 10th March 2013.

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 , 2013, 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 31st January 2013 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) Those teams who are sending through hard copy, the last date for sending the registered form shall be **7th Feb, 2013**.

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..... (shall be intimated to you soon by email or on the official telephone number of the respective institution) 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 meclawschool.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 meclawschool.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 09th March, 2013 with the inauguration and shall conclude with the Valedictory function on 10th March, 2013.

However, the teams are supposed to arrive One Day prior to the commencement of the competition, i.e. on 8th March, 2013. 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 **9th March, 2013**, 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 8th of March, 2013 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. **8th of March, 2013** the **“Researcher Test”** shall take place at **7 P.M.**

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 **9th March, 2013**. 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 **10th March, 2013**. 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 **10th March, 2013**. 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, 7th February, 2013**. 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) Nine hard copies of each memorial shall be submitted to the college via courier or R.P.A.D on or before **7th February, 2013**.

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, March, 2013.

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.

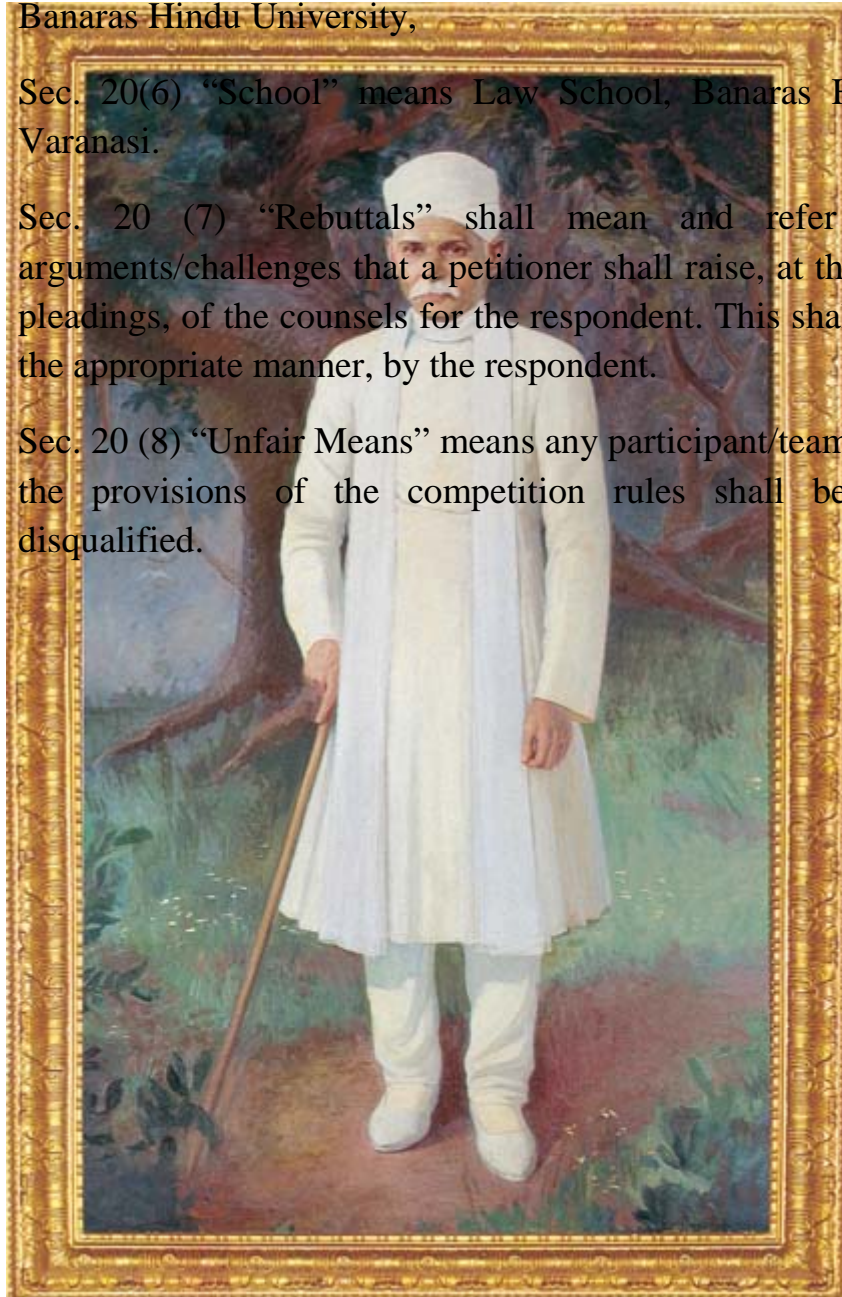
Sec. 20 (4) “MCC” means Moot Court Committee.

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:

Fax:

Phone:

Name

Signature

1.

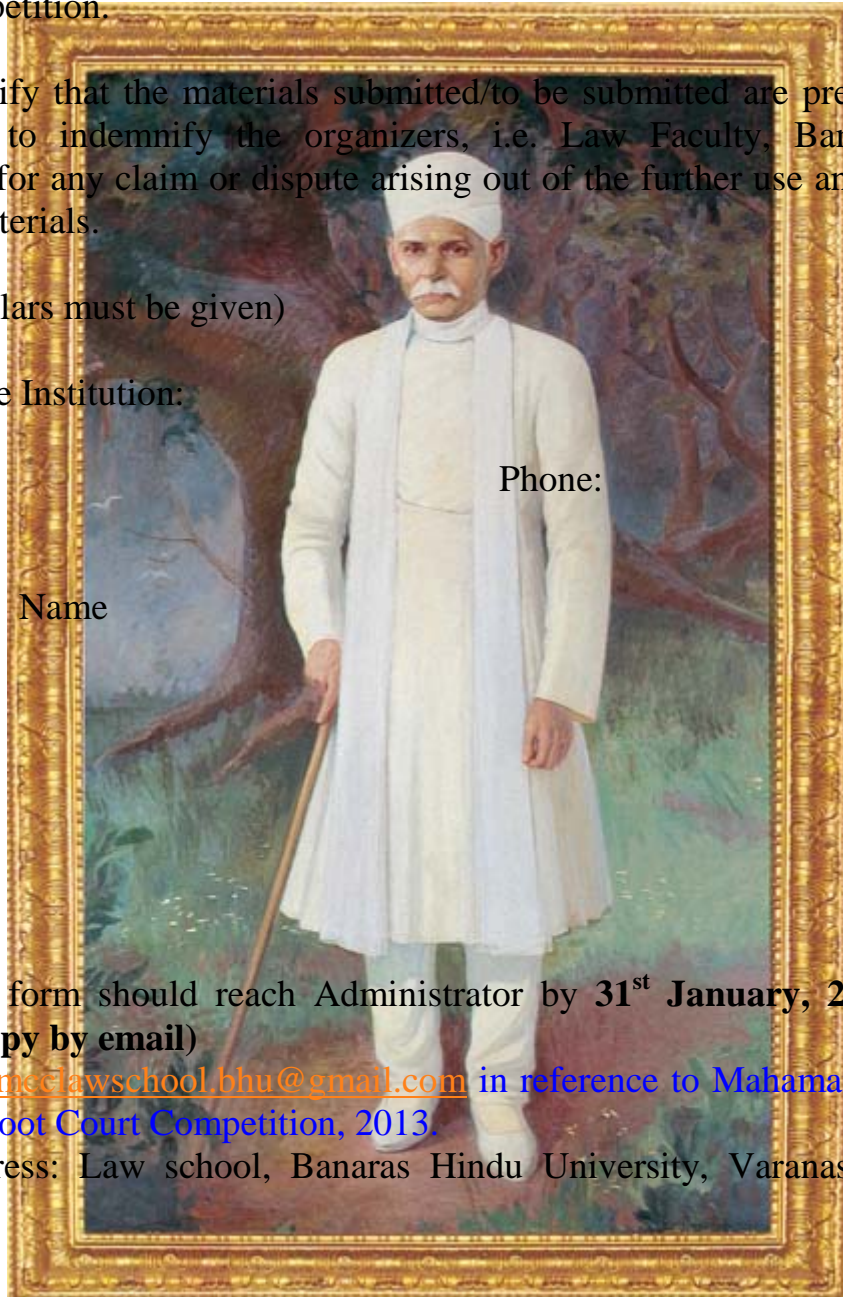
2.

3.

Completed form should reach Administrator by **31st January, 2013 (attach scanned copy by email)**

At e-mail: mcclawschool.bhu@gmail.com in reference to Mahamana Malaviya National Moot Court Competition, 2013.

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 _____

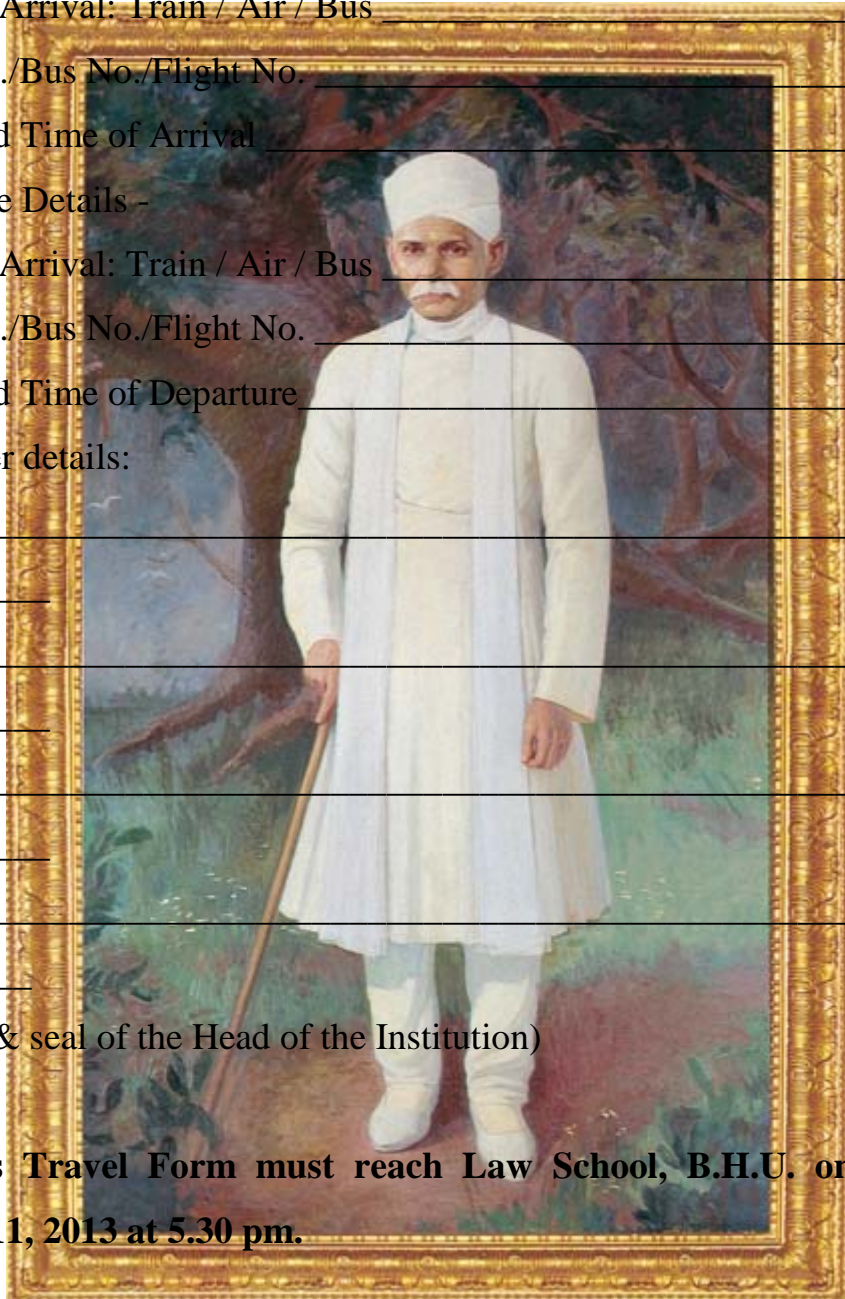
b. Train No./Bus No./Flight No. _____

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 February 11, 2013 at 5.30 pm.



MAHAMANA MALAVIYA NATIONAL MOOT COURT
COMPETITION, 9th – 10th March, 2013

MOOT PROBLEM

SUIT FOR SPECIFIC PERFORMANCE

X v. Y

1. On 21 July 2009, a Perpetual Lease Deed was executed by the Varanasi Development Authority (“VDA”) in favour of Y with effect from 14 April 2005 in respect of Property A. The said Perpetual Lease Deed was registered on 1 August 2009. Clause 4 (a) of the Perpetual Lease Deed provides that the possession of the Plot could not be transferred except with the consent of the VDA. It is further provided that the consent for transfer shall not be given for a period of 10 years from the commencement of the Perpetual Lease (i.e. upto 13 April 2015) unless in the opinion of the VDA, exceptional circumstances existed for the grant of such consent. The relevant portion of Clause 4 (a) is reproduced herein below:

“(4) a) The Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the commercial plot except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED that such consent shall not be given for a period of ten years from the commencement of this Lease unless in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent...”

2. Around July - August 2009, the Y constructed a building over the plot. Y agreed to sell the Property to X for a total consideration of Rs. 2 Crores excluding the charges payable to VDA.
3. Due to the embargo in the Perpetual Lease Deed regarding transfer of the Property, the parties entered into a Lease Deed dated 12 August 2009 in respect of the Property, which was for an initial period of 3 years and renewable for two further periods of 3 years each at the option of X, and which option was to be exercised by the X one month prior to the expiry of the lease.
4. On the next day, the parties also entered into an Agreement to Sell dated 13 August, 2009 in respect of the Property. X paid Rs. 50 lacs as part consideration out of the total consideration of Rs. 2 crores. The balance sale consideration of Rs. 1.50 crores was payable within one month of the notice of Y that the permission of the VDA had been secured. Clause 3(b) of the Agreement to Sell stipulates that if the permissions required (including permission from the VDA to sell the Property) were not obtained by Y within 12 months, the Agreement to Sell was terminable only at the option of X. Clause 3(b) of the Agreement to Sell reads:

“(b) It is hereby clearly understood that since the permission required to be obtained by the VENDORS in terms of Clause 2 above are crucial and the very basis of this Agreement, and if the VENDORS fail to obtain the said permission / sanctions within the stipulated period of 12 months, the PURCHASER shall have the option to terminate this Agreement, in which event the sum of Rs. 50,00,000 /- (Rupees Fifty Lacs only) paid as advance sale consideration upon execution of this Agreement by the PURCHASER to the VENDORS shall become adjustable by the PURCHASER against future rent for the said building in the PURCHASER’s capacity as Lessees thereof under the Lease Deed dated 12th August, 2009 notwithstanding the aforesaid and in any event, should the

VENDORS fail to fulfill their obligations hereunder or to complete the sale transaction within the time specified hereunder, the PURCHASER shall be entitled to have this Agreement specifically enforced through Court. The Purchaser shall also be entitled to claim any damages resultant upon the VENDORS delay or failure, except when such delay or failure is due to reasons beyond the Vendors Control. On the other hand should the PURCHASER be in breach of any of its obligations hereunder, VENDORS may enforce against the PURCHASER such legal rights as may be available to the VENDORS in this behalf.

5. On 19 June 2010, VDA declined to grant permission for transfer of the property only on the ground that the 10-year period prescribed in the Perpetual Lease Deed had not expired.
6. On 24 September 2010, X informed Y of the rejection letter issued by the VDA and sent a cheque of Rs. 50 lacs on the ground that the Agreement to Sell stood terminated / frustrated on account of VDA's rejection.
7. X, in response to the above letter, vide letter dated 24 October 2010 informed Y that both parties were always aware of the fact that it was always possible that in view of terms of the Perpetual Lease Deed, the VDA may not grant its permission before the expiry of the 10-year period and it was for this reason only that the option to determine the Agreement to Sell was given only to the purchaser, which X had decided not to exercise and consequently the Agreement to Sell was very much alive.
8. Consequently, in 2012, the X filed a suit for specific performance of the Agreement to Sell.

