



FACULTY OF LAW,
BANARAS HINDU UNIVERSITY



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13TH

**MAHAMANA MALAVIYA NATIONAL
MOOT COURT COMPETITION, 2026**

13TH - 15TH MARCH, 2026

THEME : INTERPLAY OF
ARBITRATION & COMPETITION LAW



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MOOT PROPOSITION

1. The Republic of India is a constitutional democracy with a dynamically evolving mixed economy. It has recently become the world's third-largest economy. The turn of the decade has seen exponential growth in mobile and internet banking that has revolutionized many aspects of the lives of the Indian population.
2. RUBLE Cards, a leading listed public limited non-banking financial company ("NBFC") regulated by the Reserve Bank of India ("RBI"), plays a vital role in credit card issuance and digital payments. Serving over 40 million cardholders, its operations depend critically on the RUBLEC Mobile App, a high-stakes platform engaging nearly 20 million unique users monthly for transactions, compliance, and customer interactions. This app is built on the Kant "Quantum" low-code platform, which holds a substantial market share (estimated at 80-90%) in specialized mobile development tools for Indian banking and NBFC applications. The platform was initially licensed to RUBLE Cards under the License Agreement dated March 20, 2015 ("2015 Agreement"), with subsequent renewals *via* Order Forms, offering a subscription-based model with unlimited user sessions that underpinned RUBLE Cards' B2C infrastructure with a total Rs. 2 Crore.
3. The 2015 Agreement, subject to Indian law and featuring an arbitration clause under the Arbitration and Conciliation Act, 1996 (as amended), was due to expire on March 20, 2025, but included provisions for automatic renewal upon execution of an active Order Form and fulfillment of payment terms. As the term neared its end, RUBLE Cards commenced renewal discussions on December 22, 2023, by requesting a quotation from Kant Inc. (a Delaware-registered entity and primary licensor) and its Indian arm, Kant India Pvt. Ltd. (collectively as the "Kant Entities"). Despite RUBLE Cards' follow-ups in January and February 2024, emphasizing RBI compliance needs like data localization under various Master Directions, the Kant Entities cited internal reviews and evolving partnership structures as reasons for the delayed response, which they later documented in emails as necessary for aligning with global operational efficiencies.
4. On February 19, 2024, the Kant Entities informed RUBLE Cards of a strategic redirection to designate the Charvak Cybertek Pvt. Ltd. and Charvak Cybertek Technologies Ltd. (collectively as the "Charvak Entities") as exclusive partners for renewals and support in India under a 2023 Reseller Agreement. They justified this as a

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to enhance localized service delivery and compliance, though it sparked concerns over potential market exclusivity in a segment with limited alternatives, where migration to competitors could incur significant costs and timelines incompatible with RBI timelines.

5. A collaborative meeting on March 16, 2024, brought all parties together, yielding commitments for a renewal by April 21, 2024, with the Charvak Entities being tasked to prepare the proposal. The Kant Entities maintained that this timeline was contingent on RUBLE Cards providing detailed usage data and compliance confirmations, which they claimed were only partially furnished, contributing to the hold-up. Despite RUBLE Cards' persistent communications underscoring regulatory imperatives, the proposal emerged on May 2, 2024. Negotiations progressed, leading to tentatively agreed commercial terms on June 11, 2024: a three-year extension to July 20, 2028, with structured annual fees and retention of unlimited sessions. RUBLE Cards confirmed acceptance via internal approvals and correspondence, but the Kant Entities and Charvak Entities noted in subsequent exchanges that finalization awaited resolution of outstanding clarifications on scope and payments, framing the June terms as provisional rather than binding.

6. RUBLE Cards advanced vendor registration for the Charvak Entities to facilitate payments, yet the process encountered mutual hurdles; while RUBLE Cards alleged the Kant Entities and Charvak Entities' failure to supply banking and statutory details despite reminders, the Kant Entities and Charvak Entities countered with records showing repeated requests for RUBLE Cards' updated procurement policies and audit certifications, which they argued were essential for anti-corruption compliance under global standards. From June to August 2024, drafts of a Master Services Agreement ("MSA") and Scope of Work ("SoW") were circulated, but discrepancies lingered, including debates over Charvak Entities' banking particulars and RUBLE Cards' proposed customizations that the Charvak Entities viewed as beyond the original scope, potentially increasing implementation costs.

7. Tensions escalated on August 25, 2024, when the Kant and Charvak Entities communicated their inability to proceed under the June terms, proposing instead a transition to a “session-based” model. They rationalized this as a response to rising operational expenses, including enhanced cybersecurity measures aligned with RBI’s evolving frameworks, and broader market dynamics where unlimited models were becoming unsustainable amid surging data volumes. The revised structure, they asserted,

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offered scalability and better value long-term, though it projected costs nearly 10-fold higher. RUBLE Cards rejected this as a unilateral breach, invoking contractual good faith, while the Kant and Charvak Entities emphasized that no formal agreement had been executed and payments remained outstanding, preserving their right to adapt terms.

8. From September 2024 to January 2025, dialogue continued amid friction. RUBLE Cards highlighted risks of non-compliance with RBI's Cybersecurity Framework, but the Kant Entities extended *ad hoc* access until March 2025 as a gesture of goodwill, documenting these extensions as evidence of cooperation despite non-payment. They also provided partial backend support for critical updates, countering claims of full disablement by attributing any limitations to RUBLE Cards' unaddressed technical queries. On November 28, 2024, a formalized revised quote of Rs. 20.80 Crore under the session-based model was issued.
9. As talks extended into 2025, with mutual accusations of delays due to "internal approvals," the Kant Entities issued a Cease-and-Desist Notice on May 10, 2025, demanding cessation of Quantum use by May 20, 2025, citing IP protections under the Information Technology Act, 2000, and the absence of a renewed contract. They argued this was a measured step after months of unreciprocated extensions, while RUBLE Cards decried it as coercive, threatening disruption to 40 million users, core functions, and RBI adherence.
10. Faced with this standoff, RUBLE Cards sought judicial intervention *via* a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 on May 19, 2025, before the Delhi High Court, requesting injunctions against disruption and renewal directives. The Single Judge of the Delhi High Court issued *ex parte* ad interim relief on May 20, 2025, maintaining *status quo* pending a decision from the arbitration tribunal, but noted arbitrability concerns, especially regarding CCI overlap under Section 61 of the Competition Act, 2002. The Kant Entities cross-petitioned, asserting non-arbitrability of public antitrust issues and seeking vacation of the order based on contractual non formation, which was dismissed by the Delhi High Court.
11. Clause 17 of the 2015 Agreement provided the Arbitration Clause for the resolution of disputes between the parties, that governs the present disputes and differences regarding the renewal, which reads as under:

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Clause 17: Governing Law and Disputes

- 17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment, or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, either party has to give written notice to other party clearly setting out therein specific issues relating to dispute(s) and/ or difference(s) and shall be referred to a three-member arbitral tribunal, and the award made in pursuance thereof shall be binding on the Parties.
- 17.2 The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the RUBLE Cards and the Kant Entities and the third to be appointed by the two arbitrators in accordance with the Indian Arbitration & Conciliation Act. If either of the parties fails to appoint its arbitrator within fifteen (15) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. The arbitration proceedings shall be conducted in accordance with the provisions contained in the (Indian) Arbitration & Conciliation Act, 1996. The venue of Arbitration shall be at New Delhi (India) and language for all proceedings under the arbitration shall be in English. The award pronounced under Arbitration clause or any other dispute that may arise between the Parties in relation to or in connection with this Agreement shall be subject to the exclusive jurisdiction of the appropriate courts of Delhi.

12. RUBLE Cards invoked arbitration clause by nominating Mr. Jarasandh (a retd. Judge of Madras High Court) as its nominee arbitrator *vide* its notice dated May 26, 2025, and extending claims to the Charvak Entities *via* the group of companies' doctrine, seeking renewal enforcement, damages, and interim safeguards. Despite repeated reminders, the Kant Entities failed to confirm their nominee arbitrator within 15 days. Accordingly, as per Clause 17.2, RUBLE Cards appointed Mr. Jarasandh as the Sole Arbitrator. The arbitral tribunal consisting of Mr. Jarasandh was constituted on June 20, 2025. The Sole Arbitrator claimed jurisdiction under Section 16 of the Arbitration and Conciliation Act, 1996 but postponed antitrust deliberations to the CCI. On June 30, 2025, the Sole Arbitrator passed an order under Section 17 of the Arbitration and Conciliation Act, 1996

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directing the parties to adhere with the terms and conditions of the 2015 Agreement till the arbitration was concluded and an award was passed.

13. Concurrently, on June 22, 2025, RUBLE Cards approached the Competition Commission of India (“CCI”) under Sections 19 and 4 of the Competition Act, 2002, alleging dominance abuse through refusal to deal and unfair terms, potentially causing appreciable adverse effects on competition (AAEC) in fintech platforms. The Kant Entities, in turn, filed a counter-complaint on June 25, 2025, accusing RUBLE Cards of anti-competitive insistence on outdated models that could stifle innovation and foster informal benchmarking among NBFCs, invoking Section 3 of the Competition Act, 2002. The CCI, upon review, initiated a balanced inquiry on July 07, 2025, under Section 26(1), summoning documents from both sides. The CCI’s investigation proceeded, levying modest provisional penalties on September 25, 2025, while scrutinizing both parties’ practices.
14. Now, the Kant and Charvak Entities have challenged the *ex-parte* interim order of the Single Judge, before the Division Bench and the interim order of the Sole Arbitrator before the Delhi High Court. The Delhi High Court has clubbed both the appeals together. The appeals now stood poised for adjudication, with the parties vigorously contesting the tribunal’s jurisdiction including the unilateral appointment of Sole Arbitrator, the enforceability of interim measures, and the overarching public policy implications of arbitrating antitrust claims. This dispute not only tests the boundaries of contractual autonomy in fintech licensing but also underscores the evolving jurisprudence on harmonizing private dispute resolution with India’s competition regime, potentially setting precedents for regulatory compliance, market dominance, and cross-jurisdictional enforcement in a digital economy increasingly reliant on specialized platforms.

NOTE :

- The facts of the proposition are fictitious. Any resemblance with any person, entity or organization is a mere coincidence.
- Participants are required to independently identify and frame the issues for consideration, not exceeding the limit of four (4).

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- *The Moot Proposition is drafted by Ms. Prachi Jain, a practicing advocate at the Delhi High Court and the Supreme Court of India. Any attempt to contact the above-mentioned person in any manner by any participating team shall result in immediate disqualification.*