

Indian Moot on Artificial Intelligence and Law



INDIAN
SOCIETY OF
ARTIFICIAL
INTELLIGENCE &
LAW

1ST INDIAN MOOT ON
ARTIFICIAL INTELLIGENCE
AND LAW, 2021

THE MOOT PROBLEM

&

THE RULES

isail.in/moot



INDIAN
SOCIETY OF
ARTIFICIAL
INTELLIGENCE &
LAW

AUTHORED BY MANOHAR SAMAL & ABHIVARDHAN

Disclaimer



This is a work of fiction. Any resemblance to actual events or locales or persons, living or dead, is entirely coincidental.

If any participant team's member(s) are found communicating with any of the authors of the moot problem for any advisory or other reasons, with respect to the preparation of this Moot, the participant team shall be disqualified from participating in the Indian Moot on Artificial Intelligence & Law, 2021.

Any unauthorized reproduction or plagiarism of the Moot Problem in any virtual or physical form possible shall be considered as a violation of copyright law. Adaptations can be considered provided the permission of the Organizers of the Moot and the authors of the moot is taken in writing.

© Indian Society of Artificial Intelligence and Law.

The Problem

- 1 Windiva is a democratic republic country spanning over to 32,87,263 square kilometres making it the 7th largest country in the world. Firel is a parliamentary democracy spanning over to 22,145 square kilometres.
- 2 Windivia has strong economic, military and strategic relations with Firel since the year 1992 and this has resulted in investments by both nations across various sectors of development. In the year 2022, Windiva and Firel entered into a Bilateral Investment Treaty (BIT). **(Copy of the BIT can be found in Annexure).**
- 3 Under the scheme of the BIT, after complying with all requisite procedures of the Government route of investment, a group of companies from Firel named Aveeron Group set up their Indian subsidiary and opened a local manufacturing unit in Special Economic Zone "AAY" of Windiva under the "Make in Windiva" scheme and set up its Indian branch office in Windiva's capital city of Mekhli. Meanwhile, the Ministry of Defence, Government of Windiva floated a tender inviting eligible Indian companies and Indian subsidiaries of foreign companies for manufacturing and delivery of 100 artificially intelligent unmanned aerial vehicles for its air force by November, 2024. After due process, Aveeron Group was awarded the contract by the Government of Windiva looking at the fact that the group of companies had significant experience in manufacturing artificially intelligent unmanned aerial vehicles and had been successfully manufacturing them for its home country.

- 4 The terms of the awarded contract stated that a payment of USD 200 Million had to be made in four tranches and that upon payment of each tranche, 25 artificially intelligent unmanned aerial vehicles would be delivered to the Government of Windiva. The mode of payment chosen in the contract was blockchain enabled smart contracts and the company hired for providing these services was a Windivan based company called Anubandh. A liquidated damages clause was not negotiated looking at the fact that the payments and orders would be executed automatically through the smart contract. After sale service clauses for the artificial intelligence software as well as the hardware of the aerial vehicles were specified in the contract but problems arising out of countermeasure technology were not covered in the after sale service clause. The first tranche of USD 50 Million was paid by the Government of Windiva to Aveeron Group in June, 2023 and the second, third and fourth tranches were scheduled for December 2023, June 2024 and November 2024 along with their correlative orders on the smart contract.
- 5 In August, 2023 while testing few of the delivered artificially intelligent unmanned aerial vehicles, one of them crashed into a military tank while landing. On investigation it was found out that since the military tank used algorithmic camouflage, the unmanned aerial vehicle could not identify it and miscalculated the landing trajectory. The Windivan Ministry of Defence contacted Aveeron Group upon which its representatives denied all forms of assistance stating that algorithmic camouflages were countermeasure technology. The Windivan Ministry of Defence objected to this interpretation and presented its counter-argument showing how algorithmic camouflages were not countermeasure technologies so as to be excluded for after sale service under their contract. However, Aveeron Group did not respond.

- 6 Meanwhile, in September 2023, civil unrest and violent protests took place in the city of Mekhli against the Population Control Bill which was introduced in the Parliament by the Central Government of Windiva. The civil unrest and violent protests wreaked havoc in the city of Mekhli since protestors damaged a lot of Government owned as well as private property and this included significant damage to Aveeron Group's Indian branch office. Aveeron Group made several applications to the Government of Windiva up till November, 2023 seeking compensation by specifying Article 3 of the BIT (Annexure) between Windiva and Aveeron Group's home country, Firel which stated that all investors would be granted full protection and security in the host country. However, a response rejecting the claims of Aveeron Group was sent to them stating that the damage to the company's property was caused out of a force majeure event which was excluded under Article 3 of the BIT.
- 7 In December, 2023 (the month in which the second tranche payment and its co-relating order was scheduled on the smart contract), the tranche payment did not take place because of an error in the code of the blockchain enabled smart contract. Upon enquiry it was found by Aveeron Group that the payment had defaulted since the blockchain technology being used by Anubandh for the smart contract was actually being tested under a regulatory sandbox framework where similar blockchain technologies were being tested and that the company Anubandh had concealed this fact to Aveeron Group.

- 8 At this stage, Aveeron Group also received information that the Ministry of Defence of Windiva had sent a few of its artificially intelligent unmanned aerial vehicles to an indigenous company which specialized in defence technology to solve the problem in the aerial vehicles related to identifying algorithmic camouflage. Several notices and replies were exchanged between the parties, wherein the Government of Windiva stated that it was only obligated to pay Aveeron Group on the mode of payment contracted upon, i.e., blockchain enabled smart contract and because of lack of a fail safe clause. After this, Aveeron Group opted for civil remedies claiming breach of contract on account of default of payment and also alleged breach of the confidentiality clause under the contract as well as the BIT. Aveeron Group also filed a separate civil suit against Anubandh for fraudulent misrepresentation.
- 9 In January 2024, Aveeron Group received its pre- ordered third consignment of unmanned aerial vehicle parts from Firel but decided not to go ahead with manufacturing them since the second tranche payment had defaulted and the parties were in dispute. In February 2024, Aveeron Group received a notice from the Goods and Services Tax authorities stating that the Integrated Goods and Services Tax (IGST) exemption granted to import of defence equipment had been reversed by a Notification w.e.f 01st January, 2024 issued by the Central Government and thus, Aveeron Group would be liable to pay Integrated Goods and Services Tax on the unmanned aerial vehicles consignment it received in January, 2024.

After legal consultation, it was brought to the notice of Aveeron Group that in April, 2023 the Windivan Government had exempted Central Goods and Services Tax and State Goods and Services Tax for indigenous manufacturers of defence equipment under the Windivan Nirbharta Scheme and that the exemption was not reversed for indigenous manufacturers from January, 2024. It was also brought to the notice of Aveeron Group through legal consultation that despite having a local manufacturing unit, Aveeron Group would have to incur Integrated Goods and Services Tax since as per Windivan law, movement of goods from a Special Economic Zone to other States and provinces of Windiva tantamount to "import." As a result, Aveeron Group had to make several representations before the tax appellate forums including the Goods and Services Tax Tribunal where it lost the case and the IGST authorities attached the bank accounts of Aveeron Group for recovery. Aveeron Group made several representations before the Government of Windiva claiming the violation of principle of national treatment and breach of legitimate expectation on the fair and equitable standard claiming that there was differential treatment in indirect tax imposition between Aveeron Group and indigenous manufacturers of defence equipment. In response, the Government of Windiva stated through correspondence that the withdrawal of the IGST exemption was inevitable since the Exemption Notification clearly stated that the tenure of the exemption would be from 2019 to 2023, making it an event which pre-existed the BIT.

- 10 After a failed domestic dispute resolution process for 1 year as per the Articles of the BIT, Aveeron Group transmitted a notice of dispute to the Government of Windiva. No fruitful results emanated from attempts to resolve the dispute amicably for a period of 6 months and thus, Aveeron Group served a notice of arbitration to the Government of Windiva and filed a request for arbitration before the International Centre for Settlement of Investment Disputes after 60 days claiming damages of USD 670 Million in addition to the full costs of the arbitration proceedings. After an assessment of the claims of both the parties in the first session by the ICSID, the following issues were framed:

The Issues

- (1) Whether Aveeron Group's cause of action before the International Centre for Settlement of Investment Disputes has arisen out of an underlying contract to the BIT/ violation of contract leading to violation of BIT or is it a pure breach of contract to be solved before domestic courts of Windiva?
- (2) Whether Aveeron Group is correct in claiming violation of doctrine of full protection and security or is the Windivan Government correct in using the force majeure exception?
- (3) Whether Aveeron Group is justified in treating algorithmic camouflage as countermeasure technology so as to not provide after sale service to the Government of Windiva and whether the Government of Windiva breached business-related confidential information while dispatching few unmanned aerial vehicles (UAVs) to an indigenous company specializing in defence technology?

- (4) Whether Aveeron Group is correct in stating violation of principle of national treatment and breach of legitimate expectation on the fair and equitable standard in respect of the differential treatment given in imposition of indirect tax or is the claim of the Windivan Government correct in interpreting the withdrawal of tax exemption as an event which pre- exists the BIT?

- (5) Whether Aveeron Group is entitled to damages of USD 670 Million and costs of the entire arbitration proceedings and what is the mode of calculation of these damages?

Guidance Note

for Participants

It is clarified that for the purposes of the present moot court competition:

- (A) The Government of Firel ratified the ICSID Convention in 1983 and the Government of Windiva ratified the ICSID Convention in July, 2022.
- (B) Looking at the fact that the moot problem is set at a future date, it is important to clarify that apart from the situations and the legal developments specified in the moot problem, laws, judicial precedents and legal literature should reflect status quo and thus, non-existent legal developments except those provided in the moot problem will not be entertained during the competition.
- (C) The laws of Firel reflect the laws of present day Israel and the laws of Windiva reflect the laws of present day India and all additional legal developments explicated in the moot problem have to be read into their present legal systems.
- (D) Participants are expected to possess basic knowledge about the forms of artificial intelligence technologies used in fully autonomous unmanned aerial vehicles, the underlying technology of blockchain enabled smart contracts and algorithmic camouflages in addition to the legal issues during oral proceedings.
- (E) Participants are not allowed to make any further additions to the issues framed under the moot problem.

Annexure

BILATERAL INVESTMENT TREATY BETWEEN THE GOVERNMENT OF WINDIVA AND THE GOVERNMENT OF FIREL

Preamble

The Government of Windiva and the Government of Firel (hereinafter referred to as the "Party" individually or the "Parties" collectively);

Desiring to promote bilateral cooperation between the Parties with respect to foreign investments; and

Recognizing that the promotion and the protection of investments of investors of one Party in the territory of the other Party will be conducive to the stimulation of mutually beneficial business activity, to the development of economic cooperation between them and to the promotion of sustainable development,

Reaffirming the right of Parties to regulate investments in their territory in accordance with their law and policy objectives.

Have agreed as follows:

Article 1: Definitions

1.1 “confidential information” means business confidential information, e.g. confidential commercial, financial or technical information which could result in material loss or gain or prejudice a disputing party’s competitive position, and information that is privileged or otherwise protected from disclosure under the law of a Party.

1.2 “enterprise” means:

(i) any legal entity constituted, organised and operated in compliance with the law of a Party, including any company, corporation, limited liability partnership or a joint venture; and

(ii) a branch of any such entity established in the territory of a Party in accordance with its law and carrying out business activities there.

1.3 “force majeure event” means an unforeseeable and uncontrollable natural disaster or man-made constraints which makes the performance of an obligation impossible.

1.4 “investment” means an enterprise constituted, organised and operated in good faith by an investor in accordance with the law of the Party in whose territory the investment is made, taken together with the assets of the enterprise, has the characteristics of an investment such as the commitment of capital or other resources, certain duration, the expectation of gain or profit, the assumption of risk and a significance for the development of the Party in whose territory the investment is made. An enterprise may possess the following assets:

- (a) shares, stocks and other forms of equity instruments of the enterprise or in another enterprise;
- (b) a debt instrument or security of another enterprise;
- (c) a loan to another enterprise
 - (i) where the enterprise is an affiliate of the investor, or
 - (ii) where the original maturity of the loan is at least three years;
- (d) licenses, permits, authorisations or similar rights conferred in accordance with the law of a Party;
- (e) rights conferred by contracts of a long-term nature such as those to cultivate, extract or exploit natural resources in accordance with the law of a Party, or
- (f) Copyrights, know-how and intellectual property rights such as patents, trademarks, industrial designs and trade names, to the extent they are recognized under the law of a Party; and
- (g) moveable or immovable property and related rights;
- (h) any other interests of the enterprise which involve substantial economic activity and out of which the enterprise derives significant financial value;

For greater clarity, investment does not include the following assets of an enterprise:

- (i) portfolio investments of the enterprise or in another enterprise;
- (ii) debt securities issued by a government or government-owned or controlled enterprise, or loans to a government or government-owned or controlled enterprise;

(iii) any pre-operational expenditure relating to admission, establishment, acquisition or expansion of the enterprise incurred before the commencement of substantial business operations of the enterprise in the territory of the Party where the investment is made;

(iv) claims to money that arise solely from commercial contracts not leading to a violation of this Treaty, for the sale of goods or services by a national or enterprise in the territory of a Party to an enterprise in the territory of another Party;

(v) goodwill, brand value, market share or similar intangible rights;

(vi) claims to money that arise solely from the extension of credit in connection with any commercial transaction;

(vii) an order or judgment sought or entered in any judicial, administrative or arbitral proceeding;

(viii) any other claims to money that do not involve the kind of interests or operations set out in the definition of investment in this Treaty.

1.5 “investor” means a natural or juridical person of a Party, other than a representative office, that has made an investment in the territory of the other Party;

For the purposes of this definition, a “juridical person” means:

(a) a legal entity that is constituted, organised and operated under the law of that Party and that has substantial business activities in the territory of that Party; or

(b) a legal entity that is constituted, organised and operated under the laws of that Party and that is directly or indirectly owned or controlled by a natural person of that Party or by a legal entity mentioned under sub- clause (a) herein.

1.6 “law” includes:

- (i) the Constitution, legislation, subordinate/delegated legislation, laws & bylaws, rules & regulations, ordinance, notifications, policies, guidelines, procedures, administrative measures/executive actions at all levels of government, as amended, interpreted or modified from time to time;
- (ii) decisions, judgments, orders and decrees by Courts, regulatory authorities, judicial and administrative institutions having the force of law within the territory of a Party.

Article 2: Scope and General Provisions

2.1 This Treaty shall apply to measures adopted or maintained by a Party relating to investments of investors of another Party in its territory, in existence as of the date of entry into force of this Treaty or established, acquired, or expanded thereafter, and which have been admitted by a Party in accordance with its law, regulations and policies as applicable from time to time.

2.2 Nothing in this Treaty shall extend to any Pre-investment activity related to establishment, acquisition or expansion of any investment, or to any measure related to such Pre-investment activities, including terms and conditions under such measure which continue to apply post-investment to the management, conduct, operation, sale or other disposition of such investments.

2.3 This Treaty shall not apply to claims arising out of events which occurred, or claims which have been raised prior to the entry into force of this Treaty.

Article 3: Full Protection and Security

3.1 Each Party shall accord in its territory to investments of the other Party and to investors with respect to their investments full protection and security. For greater certainty, “full protection and security” only refers to a Party’s obligations relating to physical security of investors and to investments made by the investors of the other Party and not to any other obligation whatsoever.

3.2 In considering an alleged breach of this article, a Tribunal shall take account of whether the investor or, as appropriate, the locally-established enterprise, pursued action for remedies before domestic courts or tribunals prior to initiating a claim under this Treaty.

3.3 Force majeure events do not constitute a valid breach under this article and the Parties can be excluded from their obligations in case of occurrence of force majeure events.

Article 4: National Treatment

4.1 Each Party shall not apply to investor or to investments made by investors of the other Party, measures that accord less favourable treatment than that it accords, in like circumstances, to its own investors or to investments by such investors with respect to the management, conduct, operation, sale or other disposition of investments in its territory.

4.2 The treatment accorded by a Party under Article 4.1 means, with respect to a Sub-national government, treatment no less favourable than the treatment accorded, in like circumstances, by that Sub-national government to investors, and to investments of investors, of the Party of which it forms a part.

Article 5: Compensation for Losses

Each Party shall accord to investors of another Party, and to investments by such investors, non-discriminatory treatment with respect to measures, including restitution, indemnification, compensation or other settlement, it adopts or maintains relating to losses suffered by investments in its territory but does not include losses caused out of force majeure events.

Article 6: Investor Obligations

The parties reaffirm and recognize that:

(i) Investors and their investments shall comply with all laws, regulations, administrative guidelines and policies of a Party concerning the establishment, acquisition, management, operation and disposition of investments.

(ii) Investors and their investments shall not, either prior to or after the establishment of an investment, offer, promise, or give any undue pecuniary advantage, gratification or gift whatsoever, whether directly or indirectly, to a public servant or official of a Party as an inducement or reward for doing or forbearing to do any official act or obtain or maintain other improper advantage nor shall be complicit in inciting, aiding, abetting, or conspiring to commit such acts.

(iii) Investors and their investments shall comply with the provisions of law of the Parties concerning taxation, including timely payment of their tax liabilities.

(iv) An investor shall provide such information as the Parties may require concerning the investment in question and the corporate history and practices of the investor, for purposes of decision making in relation to that investment or solely for statistical purposes.

Article 7: Transparency

7.1 Each Party shall, to the extent possible, ensure that its laws, regulations, procedures, and administrative rulings of general application in respect of any matter covered by this Treaty are promptly published or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.

7.2 Each Party shall, as provided for in its laws and regulations:

- (i) publish any such measure that it proposes to adopt; and
- (ii) provide interested persons and the other Party a reasonable opportunity to comment on such proposed measures.

Article 8: Settlement of Disputes

8.1 This Article shall apply to a dispute between a Party and an investor of the other Party with respect to its investment, arising out of an alleged breach of an obligation of a Party under this Treaty.

8.2 In addition to paragraph 8.1, this Article shall also apply to a dispute between a Party and an investor of the other Party with respect of its investment, arising out of an alleged breach of contract, provided that the breach is not a pure breach of contract but either violates the Articles of this Treaty in any manner or is an underlying contract to the BIT. All other forms of pure breaches of contracts shall only be resolved by domestic courts.

8.3 In respect of a claim that the Defending Party has breached an obligation under this Treaty, a disputing investor must first submit its claim before the relevant domestic courts or administrative bodies within a period of 6 months from the alleged breach.

8.4 Where applicable, if, after exhausting remedies before relevant domestic courts or administrative bodies for at least a period of 1 year from the date on which the alleged breach took place, no resolution has been reached satisfactory to the investor, the investor may transmit a “notice of dispute” to the Defending Party which should specify the name and address of the disputing investor or the enterprise, where applicable; set out the factual basis of the claim, including the measures at issue; specify the provisions of the Treaty alleged to have been breached and any other relevant provisions; specify the relief sought and the approximate amount of damages claimed; and furnish evidence establishing that the disputing investor is an investor of the other Party.

8.5 After receipt of the notice of dispute, the disputing parties shall use their best efforts to try and resolve the disputes amicably through meaningful consultation, negotiation or other third party procedures for a period of not less than 6 months and the place for the amicable dispute resolution shall be the capital city of the Defending party.

8.6 In the event that the disputing parties cannot settle the dispute amicably, the disputing investor has to transmit a “notice of arbitration” to the Defending Party at least 60 days before submitting any claim to arbitration.

8.7 All disputes under this Treaty have to be submitted to arbitration to the International Center for Settlement of Investment Disputes (ICSID) provided that the conditions laid down from paragraphs 7.1 to 7.6 have been satisfied.

Article 9: Applicable Law and Place for Settlement of Disputes

9.1 The place and mode of arbitration shall be “virtual”.

9.2 The disputing investor at all times bears the burden of establishing: (a) jurisdiction; (b) the existence of an obligation under Chapter II of this Treaty, other than the obligation under Article 9 or 10; (c) a breach of such obligation; (d) that the investment, or the investor with respect to its investment, has suffered actual and non-speculative losses as a result of the breach; and (e) that those losses were foreseeable and directly caused by the breach.

9.3 The governing law for interpretation of this Treaty and for this dispute shall be:

- (a) this Treaty;
- (b) ICSID Convention;
- (c) the general principles of public international law relating to the interpretation of treaties, including the presumption of consistency between international treaties to which the Parties are party, principles of international economic law and customary international law principles;
- (d) for matters relating to domestic law, the law of the Defending Party.
- (e) Rules of the 1st Indian Moot on Artificial Intelligence and Law, 2021.

Article 10: General Exception

Nothing in this Treaty shall be construed to prevent the adoption or enforcement by a Party of measures of general applicability applied on a non-discriminatory basis that are necessary to:

- (i) protect public morals or maintaining public order;
- (ii) protect human, animal or plant life or health;
- (iii) ensure compliance with law and regulations that are not inconsistent with the provisions of this Agreement;
- (iv) protect and conserve the environment, including all living and non-living natural resources;
- (v) protect national treasures or monuments of artistic, cultural, historic or archaeological value.

Article 11: Costs

The disputing parties shall share the costs of the arbitration, with arbitrator fees, expenses, allowances and other administrative costs. The disputing parties shall also bear the cost of its representation in the arbitral proceedings. The Tribunal may, however, in its discretion direct that the entire costs or a higher proportion of costs shall be borne by one of the two disputing parties and this determination shall be final and binding on both disputing parties.

Rules of

The Indian Moot on Artificial Intelligence and Law, 2021

Article 1: Key Dates

Particulars	Dates
Release of the Moot Problem	26 April, 2021
Last Date for Queries and Clarifications	7th June, 2021
Announcement of Clarifications	14th June, 2021
Registration Deadline	21st June, 2021
Memorials Submission Deadline	11th July, 2021
Dates of the Competition	05th- 08th August, 2021

Article 2: Eligibility

Students enrolled in a full-time undergraduate law course of any accredited law school, law college or law University in the world are eligible to participate in this competition. Each institution will only be permitted to send one team. Please note that postgraduate students are not eligible to participate in this Moot.

Article 3: Number of Team Members

A team may consist either of three (3) or four (4) student members where two student members need to be “speakers” and the remaining one student member/two student members, if any needs to be “researchers”.

Article 4: Registration & Payment

1. All participant teams are supposed to register through the link, i.e., <https://www.isail.in/event-info/indian-moot-on-artificial-intelligence-and-law-2021> and pay the registration amount. Please note that in case of the participating teams from foreign countries, the registrations made using any other method will not be accepted.
2. The registration fees for the competition is **INR 750 PER TEAM** for participants from Indian Universities and **USD 10 (equivalent to INR 750 as of 27-04-2021)** for participants from overseas Universities.
3. The last date for registration is **21st June 2021**.
4. In the case of participating teams from India, an alternative payment method shall be available until the last date of registration, where they can pay the same amount, i.e., **INR 750 per team** through PayTM/Google Pay/Phone Pe/BHIM or any other UPI service at: **[abhivardhan2@okhdfcbank]**
5. Please note that team codes will be provided to each team upon successful registration.
6. The registration fee is non-refundable at any event of cancellation of registration or non-presence or non-participation in the Moot. Any specific queries with regards to failure of payment or other logistic issues related to payment will be addressed. The participants can mail us at **moot@isail.in**.
7. Please refer to the **Annex of the Rules** to know more about the Steps of Registration for the Moot. There are 2 modes of registrations the rules approve: **(a) Through Provisional Request; and (b) Reference by University Moot Court Society/Association/Faculty-in-Charge for Moot Court activities;**

Article 5: Rules for the Preparation of Memorials

- A Each team participating in the competition must prepare two memorials, one from the Claimant side and the other from the Respondent side. The language which is supposed to be used in the memorials is English. Teams must not reveal the names of their institution, country of origin, names of participants or other personal details in the memorial. Only the display of the assigned team code in the memorials is permitted.
- B The memorial should have the structure specified below. Please note that memorials not following this structure will be subjected to deduction of marks.
- (i) Cover Page;
 - (ii) Table of Contents;
 - (iii) Index of Authorities;
 - (iv) Statement of Facts;
 - (v) Issues;
 - (vi) Summary of Arguments;
 - (vii) Arguments; and
 - (viii) Relief Requested
- C The cover page of the memorial should clearly specify the team code followed by “C” in case of Claimant’s memorial or “R” in case of Respondent’s memorial. Example: If the team code (alphanumeric) is presumed to be 873ABC, the Claimant memorial should bear 873ABC-C and the Respondent memorial should bear 873ABC-R.
- D Reference citations should be made using footnotes. The citation style to be followed is the Oxford University Standard for the Citation of Legal Authorities (OSCOLA) 4th Edition. Speaking footnotes are discouraged. Please note that non-compliance with the citation style will lead to deduction of marks.

- E Plagiarism is discouraged and will lead to deduction of marks.
- F The formatting of the memorial should adhere to the following:
- (i) Page Size- Letter (8.5 x 11 inches)
 - (ii) Margins- 2.54 cm from all sides
 - (iii) Font Size- "12" for text in the body of the memorial and "10" for footnotes excluding Cover Page
 - (iv) Font Style- Times New Roman
 - (v) Line Spacing- "1.5" for text in the body and "1.0" for the footnotes
 - (vi) Quotations- All quotations should be in double inverted commas and should be separated in case it exceeds 50 words.
- G The "Arguments" and the "Relief Requested" portions should not exceed 30 pages and the complete memorial (inclusive of all sections) should not exceed 40 pages.
- H Please note that the last date for submitting the memorials is **11th July, 2021** and each team should submit one memorial each from the Claimant side and the Respondent side on this **[link](https://forms.gle/tLKjC6JWzv851j647)**, i.e., **<https://forms.gle/tLKjC6JWzv851j647>**. The memorials should be sent/uploaded in pdf format. No other format will be accepted. Hard copies are discouraged and will not be accepted as valid submissions.
- I The organisers of this moot court competition reserve the right to publish and disseminate the memorials submitted to and for the moot court competition. The relevant institution/ University will be given credit while publication/ dissemination of the memorials. Submission of memorials to this competition shall constitute consent to such publication and dissemination.

- J The memorial marks will only be considered for giving the “Best Claimant Memorial Award” and the “Best Respondent Memorial Award” and not for the oral rounds.

Article 6: Oral Rounds

- A The language of the oral rounds shall be English. Participating teams are expected to maintain anonymity and are not supposed to disclose their personal or institutional details during the oral rounds. The oral rounds will take place “virtually”.
- B The Preliminary Rounds will comprise two rounds in which each team will have to appear from both the sides. Each team will be given a total of 20 minutes (exclusive of rebuttal/sur- rebuttal time) to present their oral arguments.
- C The teams qualifying from the Preliminary Rounds will have to present their oral arguments in the Quarter Final Rounds. Each team will only have to represent one side in the Quarter Final Rounds and will be given a total of 30 minutes (inclusive of rebuttal/ sur- rebuttal time) to present their oral arguments.
- D The teams qualifying from the Quarter Final Rounds will have to present their oral arguments in the Semi- Final Rounds. Each team will only have to represent one side in the Semi- Final Rounds and will be given a total of 45 minutes (inclusive of rebuttal/ sur- rebuttal time) to present their oral arguments.
- E The teams qualifying from the Semi- Final Rounds will have to present their oral arguments in the Final Rounds. Each team will only have to represent one side in the Final Rounds and will be given a total of 60 minutes (inclusive of rebuttal/ sur- rebuttal time) to present their oral arguments.

- F Please note that each team has to brief the timekeeper in respect of their time divisions amongst two speakers including rebuttal/ sur-rebuttal time before each round. The timekeeper will contact the team members 15- 20 minutes before the start of each round.
- G Participants are not permitted to audio or videotape oral pleadings without the permission of the organisers of this moot court competition.

Article 7: Clarifications

Queries and clarifications sought by the participating teams have to be emailed to **moot@isail.in** or **executive@isail.in**. Please note that the last date for emailing queries/clarifications is **7th June, 2021**. **Queries/clarifications only in respect of facts of the case or rules of the competition will be entertained provided that it does not lead to disclosure capable of creating undue advantage for any team(s).**

Article 8: Marking Schemes

The marking criteria for the memorials has been provided below:

Criteria	Marks
Accurate Identification of Issues and Weightage of Arguments in Issues	10
Legal Reasoning and Argumentation	20
Articulation of Facts	20
Extent of Research and Use of Legal Principles, Case Laws, Academic Writings, etc.	20

Criteria	Marks
Logical Structure and Clarity of Thought	10
Originality	5
Adherence to Formatting Guidelines and Other Competition Rules on Memorials	10
Citations and Footnotes	5

The marking criteria for the oral arguments during the virtual rounds has been provided below:

Criteria	Marks
Legal Reasoning and Argumentation	30
Advocacy Skills, Understanding and Answering of Questions	20
Interpretation and Articulation of Facts	30
Use of Authorities	10
Time Management and Court Etiquettes	10

Article 9: Awards and Prizes

The winners will be awarded in the following categories:

1. Winner, Indian Moot on Artificial Intelligence & Law
2. Runners-Up, Indian Moot on Artificial Intelligence & Law
3. Best Speaker
4. Best Claimant Memorial
5. Best Respondent Memorial

The details of the perks and opportunities for the winners under the aforementioned categories will be regularly announced and updated at **isail.in/moot**, which is the official website of the **Indian Moot on Artificial Intelligence & Law**.

Article 10: Change of Rules

The organisers of the Indian Moot on Artificial Intelligence and Law reserve the right to amend/alter/vary/delete any of the rules specified. The decision of the organisers in respect of the competition, either generally or during conflict between two or more rules, will be final and binding upon the participating teams.

Annex on the Steps to Register for the Moot

There are only 2 legitimate means to register for the Moot, one of which only can be opted to entail registration to participate in the 1st Indian Moot on Artificial Intelligence & Law, 2021.

(A) Mode 1: Student Teams can opt for '**Provisional Registration**'

1. **Kindly mail your team members' name, college affiliation and Contact details at moot@isail.in with subject on the mail as "IMAIL 2021 Provisional Request". We will verify your registration and report back to you in 3-4 days.**

2. Once your request for provisional registration has been confirmed, we will request for the completion of payment via e-mail. The details of payment will be shared shortly.

3. Once payment is confirmed from the Organizers, we will request you to submit your proof of payment, contact details of the team and of the Faculty-in-Charge of your institution, the proof of payment and the Memorials for the Competition. **Please adhere with the deadlines of the Moot.**

Please refer to the next page to know more about the alternative mode of registration.

(B): University-based Moot Court Society/Association/Faculty-in-Charge for Moot Court Affairs Request for **Provisional Registration**

In case a University-based Moot Court Society/Association/Faculty-in-Charge for Moot Court Affairs contacts us:

- 1. The respectable institution has to, through their moot court society/association or faculty-in-charge for such affairs, submit the details of the Student Team, i.e., their Names, their contact details (e-mail IDs & phone numbers) and the contact details of the Faculty-in-Charge (email-ID & phone number) at moot@isail.in. In case the Student Team reaches out to us through email, they are required to send a proof of verification showing that your institution have approved their participation. We can otherwise contact the faculty-in-charge of your institution to approve the request to register;**
2. Once the request for provisional registration as per the above step has been issued duly, we will request the Student Team to complete the procedure of payment by the deadline of Registration as mentioned on the website of IMAIL, i.e., isail.in/moot;
3. Once the payment is confirmed from the Organizers, a confirmation mail will be sent to the team, following which, the Student Team would have to complete their registration on a Google Form, which will be mentioned in the mail after registration, and submit the proof of payment, their contact details, their Faculty-in-Charge's contact details and the Memorials for the Moot Court Competition by the deadline of Memorial Submissions as mentioned on the website of IMAIL, i.e., isail.in/moot;

Contact

Website: isail.in/moot

Email: moot@isail.in; executive@isail.in

We will try our best to respond to the legitimate queries as per the rules of the Indian Moot on Artificial Intelligence and Law when only on the aforementioned email IDs, the queries are mailed.

