





## **GITAM School of Law**

GITAM (Deemed to be) University

Dr. M.V.V.S. Murthi

# 4th National Virtual Moot Court Competition

5<sup>th</sup> to 8<sup>th</sup> October, 2023







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#### **VENUE:**

GITAM SCHOOL OF LAW GITAM (Deemed to be University) Gandhi Nagar Campus, Rushikonda Visakhapatnam-530045, A.P., INDIA.

# ORGANIZING COMMITTEE

#### **CHIEF PATRONS**

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#### SHRI M. SRI BHARAT

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Vice-Chancellor GITAM (Deemed to be University)

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Dean and Director GITAM School of Law

#### DR. J. UMA RAO

Associate Professor GITAM School of Law

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About GITAM: GITAM (Deemed to be University) Gandhi Institute of Technology and Management, popularly known as GITAM, was founded in 1980 by an inspired group of eminent intellectuals and industrialists of Andhra Pradesh led by Dr. M.V.V.S. Murthi, Former Member of Parliament and popular philanthropist. The vision of Mahatma, the Father of the Nation was to see India as a socially and economically resurgent country and he looked upon education as an important means to achieve this goal. Gandhi's view of education was not narrow or sectarian. He envisaged universities as institutions of higher learning that transcend all linguistic racial and other barriers, GITAM is committed to imbibe his values and abide by Gandhian philosophy.

School of Law, a constituent institution of GITAM (Deemed to be University) was established at Visakhapatnam Campus in 2012 with the objective of providing quality and research-oriented teaching in the area of legal Jurisprudence relevant to the contemporary social norms.



**About GMAC-2023:** GITAM School of Law, Visakhapatnam is organizing the **Dr. M.V.V.S. Murthi 4<sup>th</sup> National Virtual Moot Court Competition, 2023**. The event is scheduled to be held Virtually from 5<sup>th</sup> to 9<sup>th</sup> October at GITAM, Visakhapatnam.

GITAM Moot & Advocacy Committee (GMAC) was set up in 2019. The objective of this Committee is to provide the students an opportunity to develop their interpersonal & Advocacy skills. Participation in Moot Court Competition enhances the art of research and the oratory skills of a student while preparing the student to face the reality of a courtroom. It also aids in confidence building. Mooting gives a practical courtroom experience to a law student.

The Chief Person of the Moot Court Society is Prof (Dr.) R. Anita Rao, Director, School of Law. The Committee comprises of faculty convenors, Mr. Vardhman S. Panwar, and the Student Coordinators, Abhay Nandan, Gorli Sravya and Madhuri Arjilli, Tarun Teja Seeram

The Committee successfully conducted the GITAM Regional Moot Court Competition in July 2019, National Moot Court competition on Space Law 2020, National Virtual Moot Court competition on IPR 2021, National Virtual Moot Court Competition, 2022, which saw participation from colleges across the country.

**Eligibility**: The competition is open to students currently enrolled in LLB and LLM Courses in India. Not more than 1 team may represent an institution.

**Team size and other information**: Each team shall comprise of a minimum of two students and maximum of three students, with two speakers and one researcher (as needed).

**Location**: GITAM School of Law, GITAM (Deemed to be University), Visakhapatnam, Andhra Pradesh.

#### **MOOT PROBLEM**

The Nation of Vormir was situated in the south-central part of the continent of Pandora. The nation was a booming economy with a lot of upcoming sectors which were showing promising growth. The reason for the promising growth was the age demographic of the population of Vormir, 65% of the population of Vormir was young, that is between 18-45 with a huge workforce contributing to the growth of its economy, major sectors that benefitted from it were IT, Automobile, Infrastructure Development, Telecommunication. As most of the population was consisting of working professionals, there was a huge potential consumer base for consumer goods for many companies around the world, one such company was Seppon Technologies Limited which was an electronic appliance manufacturing company for the purpose of doing business in Vormir, they incorporated a subsidiary in Vormir under the name of Seppon Technologies Vormir Ltd. whose basic objective was to manufacture and sell electronic appliances. However, Seppon Technologies was incorporated long before than many other companies in the market. Hence, their products were not technically up to date compared to the other companies in the market, which was leading to Seppon Technologies loosing their market share when it came to consumer electronics. Therefore, they had decided to invest in R&D and they wanted to create consumer electronics that would appeal to the young generation which was quite technology inclined. After performing an intense market research they came to the realisation that IoT appliances and Artificial Intelligence are the future of consumer electronics, Seppon Technologies had decided to put a large sum of their reserves into R&D and to create a product that was able to use both technologies. After 3 years of intense R&D they came up with a product line of consumer refrigerators called as Stelark Line of refrigerators.

Seppon Technologies Vormir Ltd. introduced a new product, an AI-based IOT refrigerator named Stelark series. There was an instant success as they had application integration of the most popular grocery delivery services integrated into the fridge where one could directly make a purchase of inventory items whenever they were low. It also had a premium feature which was a paid service provided by Seppon Technologies in their Stelark Line of refrigerators which would provide intelligent recommendations with the help of AI based on seasons of different items that were available in different grocery delivery services that were integrated into refrigerators operating system. In the paid feature AI also provides recommendations based on preferences of the users and provides an auto purchase feature of certain staple items if provided permission to do so. With the number of features available with the paid version of the service, many people opted for the service.

Mr. Henry Maison was an engineer by profession but was a freelancer and was working for many electronic companies across the nation and he was a self-trained programmer specializing in AI programming. He had the hobby of taking apart electronic devices for studying their functioning. He was an avid supporter of the Right to Privacy and because of that, he was involved in many online forums as a moderator for promoting privacy in IT space. In these forums, they would generally discuss how to get rid of features in the software that came with electronic devices and how to bring this movement to a larger stage. He believed ownership should be absolute and corporations should not dictate what an owner can and cannot do with the devices that they purchase with their hard-earned money. One fine day Mr. Maison was tinkering around his own Stelark refrigerator trying to understand its functioning and software integration. The software was based on an open OS buntu which was freely available for modifications, but Seppon had made some significant changes to the code based on the OS to make it proprietary for which they have taken copyright and registered a patent for its functioning as it was one of a kind AI integrated software for refrigerators. Mr. Maison with the help of his co-members in the forum that he was a part of was able to hack into the code based on Seppon's refrigerator software. After analyzing the code, they found out that Seppon refrigerators, specifically their Stelark line of refrigerators, was creating audio logs of everything that was aid in front of them and they were sending these logs to Seppon's servers to be stored as data. So, Mr. Maison and his friends decided to create a modified version of the software to block the software from creating audio logs and sending it to Seppon's servers. After creating the modified software, they uploaded it on the forum with the detailed guide of how to install the software in the refrigerators. This post by Mr. Maison became quite popular and this got into the notice of a few tech journalists who published an article regarding this post on their new websites.

It caught the attention of Seppon PR team which in turn informed it to the higher management and legal department which decided to issue a seize and desist notice to the forum and file a suit against Mr. Maison in the High Court of Mesomera for 25 crore rupees for infringement of their copyright and patent rights. Mr. Maison on the other hand filed a writ petition of Quo Warranto against the state for granting copyright and patent to a product that was against the public policy of the nations in the form of right to privacy under Article 21 by wiretapping every customer of Seppon. In the High Court of Mesomera, they decided to combine the matters and conduct a collective hearing of the case.

• All laws of Vormir are pari-materia to the laws of India and Mesomera High Court Rules are pari materia to Delhi. Any resemblance to any matter fictional otherwise is purely coincidental and created for educational purposes.

#### Annexure I

Seppon Technologies Vormir Ltd. w Terms of Service

#### AGREEMENT TO OUR LEGAL TERMS

We are Seppon Technologies Vormir Ltd. ("Company," "we," "us," "our"), a company registered in India at Sec- 3, Sequa Heights Gurugram Complex, Mesomera, Mesomera 100011.

We operate the mobile application Seppon Technologies Vormir Ltd. (the "App"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

Seppon technologies limited is an electronic appliance manufacturing company that incorporated a subsidiary in Vormir under the name of Seppon Technologies Vormir Ltd. whose primary objective is to manufacture and sell electronic appliances.

You can contact us by email at care@Seppontechnologies.in or by mail to Sec- 3, Sequa Heights Gurugram Complex, Mesomera, Mesomera 100011, India.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Seppon Technologies Vormir Ltd., concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. Changes to Legal Terms will become effective one (1) day after the notice is given, except if the changes apply to security updates, new functionality, and a court order, in which case the changes will be effective immediately. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms. If you disagree with such changes, you may terminate Services as per the section "TERM AND TERMINATION."

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Services.

We recommend that you print a copy of these Legal Terms for your records.

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#### 1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

#### 2. INTELLECTUAL PROPERTY RIGHTS

#### Our intellectual property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

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Subject to your compliance with these Legal Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

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- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: care@Seppontechnologies.in . If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

#### Your submissions

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

Submissions: By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions through any part of the Services you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission;
- warrant that any such Submission are original to you or that you have the necessary rights and licenses to submit such Submissions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions; and
- warrant and represent that your Submissions do not constitute confidential information.

You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

#### 3. USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the

Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

#### 4. USER REGISTRATION

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

#### 5. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- The trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Use the Services to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

#### 6. USER GENERATED CONTRIBUTIONS

The Services does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated in accordance with the Service's Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

• The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

#### 7. CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area of the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

#### 8. GUIDELINES FOR REVIEWS

We may provide you with areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to the review.

#### 9. MOBILE APPLICATION LICENSE

#### Use License

If you access the Services via the App, then we grant you a revocable, non-exclusive, nontransferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; 3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App

#### **Apple and Android Devices**

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App.

Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

#### 10. SOCIAL MEDIA

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social").

Network Content") so that it is available on and through the Services via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

#### 11. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain (or you may be sent via the App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services.

Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

#### 12. ADVERTISERS

We allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

#### 13. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

#### 14. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy: \_\_\_\_\_\_. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in India. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in India, then through your continued use of the Services, you are transferring your data to India, and you expressly consent to have your data transferred to and processed in India.

#### 15. TERM AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY

REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

#### 16. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

#### 17. GOVERNING LAW

These Legal Terms shall be governed by and defined following the laws of India. Seppon Technologies Vormir Ltd. and yourself irrevocably consent that the courts of India shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

#### 18. DISPUTE RESOLUTION

You agree to irrevocably submit all disputes related to these Legal Terms or the legal relationship established by these Legal Terms to the jurisdiction of the India courts. Seppon Technologies Vormir Ltd. shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you reside or, if these Legal Terms are entered into in the course of your trade or profession, the state of your principal place of business.

#### 19. CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

#### 20. DISCLAIMER

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### 21. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING

ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### 22. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

#### 23. USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

#### 24. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules,

or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

#### 25. MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

#### 26. CONTACT US

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Seppon Technologies Vormir Ltd.
Sec- 3, Sequa Heights Gurugram Complex, Mesomera
Mesomera 100011
India
care@seppontechnologies.in

#### Annexure 2

# News Article JOURNAL TIMES

Seppon Technologies to release new line of AI powered Refrigerators.

Avinash Golar

18 June 2019

Seppon Technologies Vormir Ltd. in their investor meet has declare to release new line of refrigerators next year. "These lines of products have been development for past 3 years" stated by company C.E.O. Robert Fisk and he also mention in conference that company has staked upto \$400 million USD in its R&D for the development of this product line. He said it will be one of its kind AI powered Appliance.

The product line is supposed to come out next year by the end of third quarter and will be available on pre booking bases with selected company retailers in only A1 and A2 cities. The rollout of the product will be in several stages across the country.

#### **Prizes:**

- The **Winning Team** shall be awarded a Cash Prize of Rs 50,000/- and an e-Certificate of Appreciation of Merit.
- The **Runner-Up Team** shall be awarded a Cash prize of Rs 25,000/- and e-Certificate of Appreciation of Merit.
- The **Best Memorial** shall be awarded a Cash prize of Rs 10,000/- and an e-Certificate of Appreciation of Merit.
- The **Best Speaker** shall get a Cash Prize of Rs 10,000/-and e-Certificate of Appreciation of Merit. Best Speaker shall be evaluated on the basis of performance in preliminary rounds.
- The **Best Researcher** shall get a Cash Prize of Rs 10,000/- and e-Certificate of Appreciation of Merit.
- All the members of the teams that entered into Quarter Final and Semi Final shall be awarded e-Certificates of Appreciation of Merit.
- All the members of the other participating teams shall be awarded e-Certificates of Participation.

# **Registration:**

Online Registration Form Link:

https://forms.gle/wmgrPKsmZTDoaELa8

Interested teams are required to register by sending a scanned copy of the duly filled Registration Form to <a href="mailto:mcc.schooloflaw@gitam.edu">mcc.schooloflaw@gitam.edu</a> with the Subject "Registration for Moot 2023".

The last date for registration is **15**th **September 2023.** 

**Fee Details:** All teams shall be required to make a payment of INR 3000/- via online transfer (NEFT) through Payment link on/before

15th September 2023.

Details of the same must be sent to mcc.schooloflaw@gitam.edu before 11:59 P.M. on 15<sup>th</sup> September 2023. along with the duly filled registration form.

The wire transfer/NEFT must be made Through the payment link:

https://eventpayment.gitam.edu/NMCC2023



QR Code for payment of registration fee

Mode of payment:

Online Bank transfer in favor of

School of Law, GITAM University

to account for details stated above on or before **15**<sup>th</sup>**September 2023**. The registration fee includes a certificate of participation.

# **Important Dates:**

Deadline for Registration	15 <sup>th</sup> September, 2023
Deadline for payment of registration fee	15 <sup>th</sup> September, 2023
Last date for seeking clarification on Problems	30 <sup>th</sup> September, 2023
Deadline for submission of soft copy of Memorials	1 <sup>st</sup> October, 2023
Oral Rounds	6 <sup>th</sup> - 8 <sup>th</sup> October, 2023

# **Schedule of Events:**

Registration and Inauguration	5 <sup>th</sup> October, 2023
Preliminary Round	6 <sup>th</sup> October, 2023
Quarter-Finals and Semi-Finals	7 <sup>th</sup> October, 2023
Finals and Valedictory	8 <sup>th</sup> October, 2023

## **Rules of the Competition**

- **1. Title and commencement:** The Dr. M.V.V.S. Murthi National Virtual Moot Court Competition, 2023, shall be held on 5<sup>th</sup> to 8<sup>th</sup> October 2023 at the School of Law, GITAM Deemed to be University, Visakhapatnam, Andhra Pradesh, India.
- 2. Language: The language of the Competition shall be English.

#### 3. Eligibility Criteria:

- 1. Law schools/Colleges/ Institutes/ Universities, recognized by the Bar Council of India, are eligible to participate. The participants should currently be pursuing their degree in law i.e., Three Year/Five Year Law/LLM Courses. Students who have completed their law courses are not eligible to participate in the competition.
- 2.Only one team can register from a particular law school/College/ Institution/ University to participate.
- 3. There shall be two speakers and one researcher designated for each team. In case of illness of the designated speaker, the researcher may be allowed to argue for the team with prior permission of the Committee.

#### 4. Registration:

- 1.The Participating team shall duly fill out the Registration Form provided along with the official rules and a Registration fee of Rs. 3000/- (Rupees Three Thousand only). The Registration fee shall be sent through Online Payment. The last date for receiving the registration form with fee shall be 15<sup>th</sup> September 2023.
- 2. The participants are required to submit one passport-size photograph of each team member along with the (actual) registration form.
- 3.Each team shall be allotted a Team Code on the receipt of the registration fee and form. The Draw of Lots for the Preliminary rounds shall be drawn by the GMAC Committee on 5<sup>th</sup> October 2023, and the opponent memorial shall be mailed to the respective teams by 5<sup>th</sup> October 2023.
- 4. The name of the Institution shall not be disclosed at the time of submission of memorials. Any such disclosure shall lead to disqualification.

#### 5. Written Submission/Memorial: (Soft Copy)

- 1.All participating teams shall submit 1 set of written memorials in soft copy on or before the deadline for Submission of memorials, i.e.,  $\mathbf{f}^{t}$  October 2023.
- 2. The cover page of memorials for the Prosecution shall be in **Red**, and the Defence shall be in **Blue**.
- 3. The teams shall not indicate their names or the names of their college or the university on memorials. For all communications purposes, **only the team code** shall be specified.
- 4. The team code allotted to all teams shall be indicated at the top right corner of the memorial, which will be communicated by way of E-mail.
- 5.All participating teams must submit a soft copy of their memorial in PDF format for both sides by **11:59 P.M. IST** on or before **1<sup>st</sup> October 2023**.
- 6.Memorials should conform to the set standards. Non-compliance with this rule would entail negative marking.
- 7. The written memorials shall conform to the set standards:
  - The font of the body of the Memorial must be Times New Roman, size 12, with 1.5 line spacing, and the font size of footnotes, if any, must not be less than size 10.
  - Blue Book mode of citation (21 Edition) must be followed.
  - Each page must have a margin of at least an inch on all sides.
  - The Memorial should not exceed 25 typed pages (not including the Cover Page) and shall consist of the following parts:
  - (a) Cover Page (b) Table of Contents (c) List of Abbreviations (d) Index of Authorities (e) Statement of Jurisdiction (f) Statement of Facts (g) Issues Raised (h) Summary of arguments (i) Arguments Advanced (not Exceeding 15 pages) (j) Prayer.

#### 6. Deduction of Marks:

S. No.	Scheme of Deduction	Marks Deducted
1	Teams submitting soft copy after 11:59 pmIST, 1 <sup>st</sup> October, 2023	1 mark for each day of Delay
2	Non-compliance with the rules relating to the font of the body of the Memorial and line spacing.	0.5 marks for each page

S. No.	Scheme of Deduction	Marks Deducted
3	The Memorial Exceeding 25 pages	1 Mark for each page
4	Non-compliance with the Bluebook method of citation (21 <sup>st</sup> Edition).	0.25 Marks for every Page containing such Violation.

#### 7. Evolution Criteria for written Submission:

Every memorial will be marked on scale of 100 and will be evaluated according to the following criteria:

S. No.	Marking Criteria	Maximum Marks Allocated
1	Knowledge of law and Facts	15
2	Grammar and Style of Presentation	10
3	Application of Law to Facts	20
4	Analysis and Organization	10
5	Use of Authority	15
6	Proper Citation & Correct Format	10
7	Originality in Presentation	10
8	General Impression and Clarity of thought	10

#### 8. Structure of Rounds: The Oral Rounds shall comprise of:

#### **Preliminary Rounds**

- 1. There shall be two preliminary rounds on 6th October 2023, and every team shall be given the opportunity to argue on each side.
- 2. The Draw of Lots for the Preliminary rounds shall be drawn by the Committee on 5<sup>th</sup>October 2023, and the opponent memorial shall be mailed to the respective teams by 5<sup>th</sup> October 2023.
- 3.Each team shall get a total of **30 minutes** to present their case and shall include the time for 'rebuttal' and 'Sur-rebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges.
- 4. The division of time between the speakers is at the discretion of the team members, subject to a maximum of **20 minutes** for one speaker.
- 5.Before the commencement of each round, each team shall indicate to the 'Court officer' as to how they wish to allocate their time.
- 6.At the end of the preliminary rounds, the top **8 teams** will qualify for the Quarter Finals. The top 8 teams will be selected on the basis of scores.
- 7.For the purpose of calculation, the marks awarded for the Memorial submissions shall be added to the oral round score, and a team will be evaluated for 300 Marks in the round.
- 8.If the situation of a tie still persists, then only the total oral marks of the teams from both sessions will be considered. The team with the higher score in the oral rounds will advance to the Quarter Finals.
- 9. If the situation of the tie still persists, then it would be resolved by flip of a coin.

#### **Quarter-Finals:**

- 1.The Quarter Finals will be held after the completion of the preliminary rounds i.e. 7<sup>th</sup> October, 2023. The Quarter Finals shall be knock-out round. A team will be credited with a win in the Quarter Finals if their total marks are higher than its opponent's team.
- 2. The side to be presented by the team shall be determined by way of draw of lots with the teams picking the lots after the completion of the preliminary rounds.
- 3. Each team shall get a total time of **30 minutes** to present their case and shall include the time for 'rebuttal' and 'Sur-rebuttal'.
- 4. The division of time between the speakers is the discretion of the team members, subject to a maximum of **20 minutes** for one speaker.
- 5.Before the commencement of the round, each team shall indicate to the 'court officer' as to how they wish to allocate their time.

#### **Semi-Finals:**

- 1.The Semi-Finals will be held on 7<sup>th</sup> October 2023. The Semi-Finals shall be a **knock-out round**. A team will be credited with a win in the Semi-Finals if their total marks are higher than its opponent's team.
- 2. The side to be presented by the team shall be determined by way of draw of lots, with the teams picking the lots after the completion of quarter-finals rounds.
- 3.Each team shall get a total of **40 minutes** to present their case. This time will include the time for 'rebuttal' and 'Sur-rebuttal'.
- 4. The division of time between the speakers at the discretion of the team members subject to a maximum of **25 minutes** for one speaker.
- 5.Before the commencement of the round, each team shall indicate to the 'court officer' as to how they wish to allocate their time.

#### **Finals:**

- 1. The Final will be held on 8th October, 2023. A team will be credited with a win in the Final if their total marks are higher than its opponent team.
- 2.Each team shall get a total of **45 minutes** to present their case. This time will include the time for 'rebuttal' and 'Sur-rebuttal'.
- 3. The division of time between the speakers is the discretion of the team members, subject to a maximum of **30 minutes** for one speaker.
- 4.Before the commencement of the round, each team shall indicate to the 'court officer' as to how they wish to allocate their time.

#### 9. Evolution Criteria for Oral Pleading Session:

The oral pleadings would be marked on scale of 100 per judge and would be evaluated on the following grounds:

S. No.	Marking Criteria	Maximum Marks Allocated	
1	Knowledge of Law & Facts	20	
2	Interpretation of Law & its application to the Facts	25	
3	Use of Authorities	15	
4	Style, Poise and Court Mannerism	10	

S. No.	Marking Criteria	Maximum Marks Allocated	
5	Organization of Arguments	15	
6	Time Management	15	

#### 10. Dress Code:

The official Dress Code for the Competition is as follows:

- a) **Gentlemen**: Black Trousers, White Shirt, Black Blazer, Black neck tie, and Black formal shoes;
- b) Ladies: Black Trousers/Skirt, White Shirt, Black Blazer, Black neck tie and Black formal shoes (or) White Salwar Kameez, Black Blazer, and Black Formal shoes.

#### 11. Queries/Disputes:

- 1.All queries relating to the Moot Problem may be clarified by sending an email to <a href="mailto:mcc.schooloflaw@gitam.edu">mcc.schooloflaw@gitam.edu</a> on or before 30<sup>th</sup> September, 2023.
- 2. Any dispute about the Moot Court Competition shall be referred to the GMAC Committee before the end of the competition. In all matters of complaints or disputes, the decision of the Committee shall be final.

#### 12. Miscellaneous:

- 1.All participants shall maintain decorum in the Court during the competition and are expected to conduct themselves in a manner befitting the legal profession.
- 2. Scouting by any person and on behalf of any team should be brought to the notice of the committee immediately without disturbing the round the proceedings. Any team found scouting will be disqualified, and the final decision shall lie with the committee.
- 3. If any team does not appear after **10 minutes** after the commencement of any round as per the scheduled time, the team which did not appear shall be deemed to have given a walkover, and the opponent team shall be declared the winner of the round.
- 4.The Committee reserves the right to take decisions on any matter not mentioned in the Competition Rules. Any such decision taken by the Committee shall be final and binding on all the team.
- 5. Audio or videotaping of oral pleadings is **NOT PERMITTED**.
- 6.If a Team believes that a violation of the Competition Rules has taken place at any stage of the Competition, the Team(s), within half an hour after the completion of the round in which the violation has allegedly occurred, should register a complaint with the committee. Team(s) under no circumstances shall approach the Panel with any complaints.

#### 14. Disciplinary Rules:

The Participants have to ensure a high-speed 4G or 5G internet connection with good audio and video facilities. It is advisable for the participants to use Laptops or PC for the Oral rounds. The Background of the participants in the video shall be plain and shall not contain any symbols or representations. There must not be any noises other than the voice of the participant. In case other noises are audible and the judges find it to be disturbing, judges may stop the pleadings, and the participants may be disqualified. At the time when the other participant is speaking, you are expected to keep your mic on mute. In case a participant is found disturbing the other pleader in any way, her/she/they may be disqualified.

#### 15. Contact:

For all further communications, the Organising committee can be contacted at <a href="mcc.schooloflaw@gitam.edu">mcc.schooloflaw@gitam.edu</a>

### **BONAFIDE LETTER**

NOTE: Furnishing of information required herein is mandatory. A bona fide certificate issued by an appropriate authority of the Institution/ College/ University must be sent along with Memorials.

Institution/College,	/University In	formation:		
Address	••••	••••		•••••
Postal code	•••••	City	State	•••••
		-	Email:	
			Date:	
		(Seal an	d Signature of Head of th	ne Institution)



# GITAM School of Law

GITAM (Deemed to be University) Visakhapatnam-530 045, Andhra Pradesh



mcc.schooloflaw@gitam.edu



0891 - 2840511



www.vspgsl.gitam.edu



5 <sup>th</sup> October, 2023 to 8 <sup>th</sup> October, 2023



**Registration** 

# **FOLLOW US:**



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