



# XVIII LC-I ALL DELHI (NCR) Moot Court Competition



25<sup>th</sup> - 27<sup>th</sup>  
APRIL 2025

Moot Court Society, Law Centre I,  
Faculty of Law, University of Delhi



## ABOUT UNIVERSITY OF DELHI

The University of Delhi is a premier university of the country with a venerable legacy and international acclaim for highest academic standards, diverse educational programmes, distinguished faculty, illustrious alumni, varied co-curricular activities and modern infrastructure. Over the many years of its existence, the University has sustained the highest global standards and best practices in higher education. Its long-term commitment to nation building and unflinching adherence to universal human values are reflected in its motto: 'Nishtha Dhriti Satyam' 'निष्ठा धृति सत्यम्' (Dedication, Steadfastness and Truth). Drawing students and faculty from across India and abroad, the University has emerged as a symbol of excellence, integrity and openness of manasa (thought), vaacha (speech) and karmana (action).

## ABOUT LAW CENTRE-I

The Faculty of Law, University of Delhi, established in 1924, stands as a premier institution of legal education in India. With a rich legacy spanning a century, it has nurtured some of the nation's finest legal minds, including Supreme Court and High Court judges, leading advocates, policymakers, and political leaders. Law Centre-I (LC-I) was founded in 1970 in response to the growing demand for legal education and has since been dedicated to academic excellence and holistic development. Offering LL.B. classes in the evening, LC-I has pioneered innovative teaching methodologies, integrating clinical legal education, simulations, role plays, and experiential learning to equip students with essential professional skills.

A hallmark of LC-I is its commitment to pro bono education, the Centre has consistently demonstrated excellence, in advocacy, moot court competitions, sports, legal aid and social justice outreach.



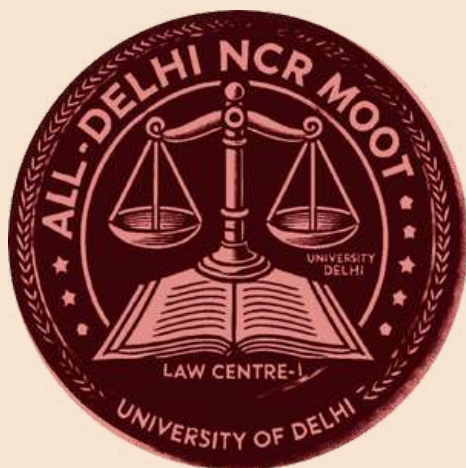
## MOOT COURT SOCIETY

The Moot Court Society (MCS) at Law Centre-I, Faculty of Law, University of Delhi, actively promotes and enhances moot court activities. It is responsible for organizing intra-centre competitions, national and international inter-university moot court contests, and trial advocacy competitions.

MCS plays a crucial role in mentoring aspiring mooters and fostering a dynamic culture of research, advocacy, and legal argumentation. Committed to academic excellence and professional growth, the society aims to uphold the principles of justice through the practical application of legal skills.



### ABOUT THE COMPETITION



The LC-I All Delhi (NCR) Moot Court Competition is a prestigious annual event, now in its 18th edition. Exclusively designed for law colleges and universities across Delhi-NCR, this competition has become a hub for intellectual rigor and legal excellence. Over the years, it has drawn participation from top institutions and been judged by Supreme Court and High Court judges, eminent lawyers, and renowned jurists. The meticulously crafted moot problems challenge participants with complex legal dilemmas and intricate factual matrices, honing their critical reasoning and advocacy skills. The competition continues to shape the finest legal minds of tomorrow.



## INVITATION & MESSAGE FROM THE FACULTY CONVENOR

Dear Esteemed Institutions,

On behalf of the Moot Court Society, Law Centre I, Faculty of Law, University of Delhi, it is with immense pleasure and excitement that I extend a warm invitation to your prestigious institution to participate in the 18th LC-1 All Delhi (NCR) Moot Court Competition 2025.

We are thrilled to welcome back the vibrant mooting community of Delhi and the NCR. We eagerly anticipate witnessing the sharp intellect and eloquent advocacy that your students will bring to this competition. The pandemic has undoubtedly impacted academic life, particularly co-curricular activities, and we believe this mooting experience will be a refreshing and invigorating opportunity for students to engage with the law in a dynamic and practical way. This year's competition holds special significance as we focus on contemporary challenges. It addresses the intersection of investment protection, territorial disputes, and state responsibility, all of which are frequent occurrences in international relations. The case highlights the complexities faced by multinational corporations operating in politically unstable regions and the legal recourse available to them. We believe this competition will not only enhance your students' advocacy skills but also provide a platform for intellectual exchange and networking with peers from across the region. We look forward to receiving your enthusiastic participation and witnessing the brilliance of your mooting teams.

Sincerely,

Dr. Sanjivini Raina  
Faculty Convenor,  
Moot Court Society, Law Centre I



## Eligibility for Participation

All Law Colleges and the institutions imparting legal education (Both 5 year and 3 year LL.B. course) recognized by the Bar Council of India situated in Delhi NCR are eligible to participate in the competition.



## Registration

Institutions in Delhi and NCR may confirm their participation by **25th March 2025, 11:59 PM** by Provisionally registering themselves at the below link. The same link shall be used by the teams for Final Registration by **7th April, 2025, 11:59 PM**. There shall be **no registration amount**.

Registration Link: <https://www.dnfsjfdkdkjdnvfdkj/>



## Format

The 18th LC-1 All Delhi (NCR) Moot Court Competition 2025 will be held on 25th - 27th April 2025 in the **OFFLINE MODE**, as per the schedule attached. Final decision with respect to this shall be communicated to the teams well in advance.



## TEAM COMPOSITION

- Each team shall consist of a minimum of two members and maximum of three members. This team composition cannot be altered under any circumstances.
- Every team shall consist of two speakers. Teams may have only one researcher.
- Upon completion of registration, team code will be allotted to each team. Thereafter all correspondence shall be in reference to that team code. The same team code must be used by the teams during submission of memorials and oral rounds. Teams must not disclose the identity of their College/University anywhere in the Memorial. Violation of this Rule shall attract severe penalty at the sole discretion of the organisers.



## Rounds

The competition will have three rounds – Preliminary Round, Semi-final Round and Final Round.

- In the **Preliminary Round** each participating team shall take part in two rounds as per the fixtures drawn and announced. Each team shall argue once from both sides; the claimant and the respondent. Teams that win in both the courtrooms in the preliminaries would graduate to the next round. In the event of a tie, the teams with the highest scores would be considered.
- **Semi-final and Final** shall be knockout rounds
- There will be a **Researcher Round** exclusively for researchers (20 Marks) in between the rounds as per the convenience of the organizers.

# THE MEMORIALS

## Contents of the Memorial

The Memorial shall comprise of the following parts:

- Cover Page (Blue Cover – Claimant/ Red Cover – Respondent)
- Table of Contents
- List of Abbreviations
- List of References and Cases
- Statement of Jurisdiction
- Statement of Facts
- Statement of Issues
- Summary of Pleadings
- Detailed Pleadings
- Prayer

Each memorandum shall have the following and only the following on its Cover Page:

- a) The team code on the top right-hand corner of the Cover Page
- b) The name and place of the forum
- c) The relevant legal provision under which filed
- d) Name of parties and their status
- e) Memorandum Filed on Behalf of ...

## Formatting

All memorials submitted must conform to the following general requirements:

- Memorial must be typed in MS Word with black font on A4 page size.
- The body of the memorial must be in font Times New Roman, Size 12; 1.5 line spacing.
- Footnote must be Times New Roman Font, Size 10; 1.0 line spacing.
- Teams should use the Bluebook method of citation for footnoting.
- Footnoting style must be consistent throughout the memorial.
- Each page must have a margin of at least one inch on all sides.
- There should not be any borders on the pages.
- The Memorial should not exceed 25 typed pages, of which the arguments advanced should not exceed 15 pages.

## Penalties

Following are the guidelines on which memorials of the teams shall be evaluated: 0.5 marks penalty each for, unless context levies otherwise:

- Incorrect team code/Absence of team code on the Cover Page/Absence of marking side (such as “C or R” in the team code).
- Incorrect or Absent forum name/ Incorrect or Absent forum place on the Cover Page.
- Incorrect cause title on the Cover Page.
- Incorrect representation of parties/Absence of representation of parties on the Cover Page.
- Incorrect jurisdiction/Absence of jurisdiction on the Cover Page. Failure to mention side represented (“Memorandum on Behalf of...”) on the Cover Page.
- Absence of page numbers in Table of Contents. Absence of page Index of Authorities.
- Incorrect jurisdiction/Absence of jurisdiction under Statement of Jurisdiction.
- Incorrect font or font size (if found at more than one places then deduction of 0.75 marks).
- Incorrect line spacing (if found at more than one places then deduction of 0.75 marks).
- Incorrect page margin.
- Incorrect page numbers (such as, no change between Roman and Hindu-Arabic as required)/Absence of page numbers. Incorrect order of the sections of the memorandum.
- Presence of blank page(s). Incorrect footnotes.
- Delay in submission of the memorials upto 24 hours. Beyond 24 hours, it shall be 1 marks for each day of delay.

## Submission

The teams must submit the soft copy of their memorials for evaluation by 19th April 2025, 11:59 PM. Submissions shall be made in .pdf format. Submissions of memorials from both the sides, shall be made through email, sent to [lc1.ncrmoot2025@gmail.com](mailto:lc1.ncrmoot2025@gmail.com) with the title "Memorial Submission--". Memorial files shall be named as <teamcode><C/R>.



## COMPENDIUM

Participants may email their compendiums, if any, on **lcl.ncrmoot2025@gmail.com** with the title "Compendium", at least 2 days prior to the oral rounds. Compendiums must not contain any mark or identification elements of which may disclose the identity of the team members or their institution.

## ORAL ARGUMENTS (Preliminary, Semi -Finals and Finals)

- Court language shall be English.
- Each team shall be given 30 minutes to present their oral arguments in the Preliminary Rounds and 45 minutes in the Semi-final and Final Rounds. **(This shall include the pleadings of both speakers and any rebuttal time, if applicable).**
- Each speaker is required to present the oral arguments for a **minimum of 10 minutes.**
- **Rebuttal** shall be permitted to the team appearing as claimant, provided, the time for rebuttal is adjusted within the total time granted to them for presenting oral arguments.
- The team wishing to rebut shall have to inform the court masters before the commencement of the round. A **sur-rebuttal** may be allowed as per the discretion of the judges

## EXCHANGE OF MEMORIALS

There shall be an exchange of memorials between the respective opposing teams, in accordance with the fixtures as determined by a draw of lots, prior to all the rounds of the Competition. The teams are prohibited from making any copies of the exchanged memorials.

## WALKOVER

If a team scheduled to participate in a round fails to appear within 10 minutes of the scheduled time, a walkover shall be declared. The defaulting team will not be allowed to participate in subsequent rounds

## DRESS CODE

**For Gentlemen:** Western Formals (Shirt, Trousers, Coat and Tie).

**For Ladies:** Western Formals or Indian Formals (White Kurta, Black Churidar and Coat).

## SCORING

### A. Memorial - 20 Marks

- Application and Appreciation of Facts: 5 Marks
- Identification of Issues and Application of Legal Principles: 5 Marks
- Ingenuity and Logical Reasoning: 5 Marks
- Grammar, Style and Clarity: 5 Marks

### B. Oral Arguments - 80 Marks

- Application of facts and evidence- 10 Marks
- Application of law - 20 Marks
- Use of authorities and precedents- 10 Marks
- Advocacy skills - 10 Marks
- Response to questions and articulation- 15 Marks
- Court etiquette- 10 Marks
- Language – 5 Marks

### C. Researchers' Round - 20 Marks

## RULES FOR SEMI-FINALS

The winning team from each semi-final courtroom, as determined by the cumulative scores of the judges, will advance to the Final round.

### **Tie-Breaking Procedure:**

- In the event of a tie in the cumulative scores between teams within a semi-final courtroom, **the scores awarded for the "Researcher" component will be added to the tied teams' respective cumulative scores.**
- The team with the highest adjusted score (cumulative score + researcher score) will be declared the winner and advance to the Final round.
- If a tie still persists, the head judge will have the casting vote.

## RULES FOR FINALS

The finalists will consist of the winning teams from each semi-final courtroom. The **winner** of the Moot Court Competition will be **determined by the cumulative scores awarded by the judges in the Final round.**

In the event of a tie in the procedure followed in the semi-finals will be applicable.

## CODE OF CONDUCT

Participants will be disqualified from the competition, if they are found misbehaving, or causing nuisance, or making abusive statements, showing disrespect towards judges, co-participants or members of the host institution. Scouting would also lead to disqualification of a team, if brought to the notice of the organizers immediately, without disturbing the round in progress.

## MISCELLANEOUS

The organizers' decision with regard to the interpretation of rules, any matter not contemplated by the rules or any other matter related to the competition shall be final and binding. **If any one of the members of a team is notified or informed of any detail or information concerning the Competition, it shall be deemed as if the said team as a whole has been duly notified or informed.** The Organisers, as mentioned in these Rules, refer to the Moot Court Society of Law Centre 1. All the participants shall receive detailed rules related to oral rounds and sharing of links etc. through a separate email communication. Any direction, guideline or rules which are intimated to the participants at any point during the event, shall be deemed as part of this rulebook.

**All the rules are only inclusive and not exhaustive for the competition. Rules should be strictly adhered to. Any deviation from the rules shall attract disqualification or penalty as determined by the organisers.**

## CLARIFICATIONS

Participating teams may seek clarifications to the moot problem via e-mail to **lc1.ncrmoot2025@gmail.com** with subject title 'Problem Clarification'. The last date for seeking any such clarification is 10th April 2025, till 11:59 PM. The same shall be released on 13th April 2025. Any general clarifications which may be regarding registration/submission of memorials/technical difficulty can be mailed at **lc1.ncrmoot2025@gmail.com** with the subject title 'General Clarification'.

## AWARDS

Cash prizes will be awarded to **Winners, Runner up, Best Memorial, Best Speaker and Best Researcher.** All participants shall be awarded participation certificates.

# TIMELINE OF THE MOOT



<b>19.02.2025</b>	<b>RELEASE OF BROCHURE</b>
<b>15.03.2025</b>	<b>PROVISIONAL REGISTRATION BEGINS</b>
<b>25.03.2025</b>	<b>PROVISIONAL REGISTRATION DEADLINE</b>
<b>26.03.2025</b>	<b>FINAL REGISTRATION BEGINS</b>
<b>07.04.2025</b>	<b>FINAL REGISTRATION DEADLINE</b>
<b>10.04.2025</b>	<b>LAST DATE TO SEEK CLARIFICATIONS</b>
<b>13.04.2025</b>	<b>RELEASE OF CLARIFICATIONS</b>
<b>19.04.2025</b>	<b>LAST DATE TO SUBMIT MEMORIALS</b>
<b>25.04.2025</b>	<b>INAUGURAL CEREMONY AND PRELIMINARY ROUNDS</b>
<b>26.04.2025</b>	<b>ORAL ROUNDS (QUARTER FINALS AND SEMI-FINALS)</b>
<b>27.04.2025</b>	<b>FINAL ROUNDS AND VALEDICTORY CEREMONY</b>

## MOOT PROPOSITION

1. Mirages is a developing country. The country has two main ethnicities - Mekas, which forms the majority and Seeris, which are in minority. Miragea is famous for its vast diamond-rich lands which are hardly exploited. It is also known to have poor labour standards, which has attracted many foreign investors in various sectors in Miragea for availability of cheap labour. These poor labour conditions are particularly concerning in the northern province of Karai Bari. The Province of Karai Bari is notorious for forcefully employing Seeris people in sweat shops which are mostly run by foreign investors.

2. StarSpark Mines is an internationally renowned diamond mining company having headquarter in the capital city of Country Zephyria. Looking at the prospects of diamond mining in Miragea, StarSpark enters into a joint-venture agreement with the Miragea State Mining Company, MSM. The joint venture was registered as SS-MSM company in 2010 with 60% shareholding owned by StarSpark Mines and 40% per cent owned by MSM. The joint venture (JV) is established for a period of 30 years based on 70-30 profit sharing in favour of StarSpark. Thereafter, SS-MSM started mining in the Karai Bari province from 2010 onwards. StarSpark Mines invested around eight million dollars in mining activities in Karai Bari province over the period of five years. The JV company largely benefited from the forced cheap labour and widespread corruption in the Karai Bari province.

3. The opposition parties in Miragea have always but thinly protested against the bad labour and human rights situation in the province of Karai Bari which is also ruled by the majority party of Miragea Union Government. However, the ruling party has mostly remained unaffected by protests. However, when the public and youth of the country began to protest and question the moral integrity of the ruling government, especially with general elections on the horizon, a change occurred. To address the growing concerns of the public and to potentially secure votes, the government shifted its stance. They placed the blame on the foreign investors, accusing them of violating labour norms and contributing to human rights violations in Karai Bari province. This move was seen as an attempt to deflect responsibility and regain public trust in the face of the upcoming elections of 2016.

4. In 2015, the Miragea Parliament passed a new law retrospectively imposing heavy taxes on all foreign investors in the Karai Bora province, leaving alone all the domestic investors in the same region, from the year 2010 to 2015 for violation of labour standards in Karai Bora province. SS-MSM was particularly troubled by the retrospective tax legislation which demanded around three million dollars to be paid by SS-MSM as taxes.

However, Miragea did not take any other step to hamper the interest of SS-MSM. Thus, its investments, which included rough and uncut extracted diamonds and costly state-of-the-art machinery used in mining and the license for mining remained unaffected. StarSpark Mines started considering filing an Investor-State Dispute Settlement (ISDS) case in International Centre for Settlement of Investment Dispute (ICSID) against Miragea for retrospective taxes and violation of many provisions of BIT including national treatment under the Miragea - Zephyria Bilateral Investment Treaty (BIT) signed in 2005.

5. Shandora is also a developing country which is located along the northern borders of Miragea. The poverty and bad human rights situation of the Karai Bora region of Miragea has created the problem of illegal migration in Shandora. As per a noted independent international research organization, *Global Refugee Insights Network (GRIN)*, in the last decade nearly two million *Seeris* ethnicity people have illegally migrated from Miragea to Shandora. Shandora's own investigation reveals a much higher figure of illegal migration than mentioned by GRIN. This influx of illegal migration from the Karai Bora region of Miragea has created a huge law and order situation, like riots, robbery and other crimes, in Shandora's southern cities and provinces. The law-and-order enforcement agencies of Shandora attribute most of these problems to *Seeris* illegal migrants. There is strong public resentment against illegal migration in Shandora particularly against Miragea's failure to restrict its own citizens from illegally entering Shandora. Shandora has made many diplomatic efforts including sending diplomatic notes on at least three occasions, in 2011, 2013 and 2015, but to no avail or result.

6. Due to the failure of diplomatic exchanges, strong public sentiments and keeping security interests in mind, Shandora decided to invade some parts of Miragea with higher incidents of illegal migration, most of which fell in the province of Karai Bora in 2015. Miragea tried to defend against Shandora's invasion. However, Miragea failed to protect its land against the overwhelming forces of Shandora. Newly occupied territories by Shandora were soon recognised by at least 25 countries as part of Shandora and some of them even initiated the process to open a consulate in the occupied territories of Shandora. Soon after the occupation of the new territory by Shandora, it stopped all commercial activities within the occupied region '*until further notice*' to stop prospects of any rebellion from the occupied territory. This prohibition remained in effect for at least 2 years.

7. Miragea raised the matter of invasion by Shandora internationally including in UNGA and UNSC. Unfortunately, the UNSC could not pass any resolution against Shandora due to a veto being used by U-SAM, a permanent member of the security council. However, UNGA, in 2016, passed a resolution recognizing the territorial integrity of Miragea and requested the other states to not recognize the occupied territory as part of Shandora. (See annexure I)

8. Later in 2017, Miragea and Shandora formally decided to negotiate the consequences of armed conflict. This negotiation, which was held for 6 years, resulted in astounding success in 2023 when Miragea agreed to cede the lost part of its territory to Shandora in exchange for \$ one million per square kilometer of ceded territory and accepted the sovereignty of Shandora on lost territory. This resulted in the loss of around 100 sq km of territorial loss to Miragea.

9. StarSpark mining activities and investments fell within the newly gained territory by Shandora. During the armed conflict between Miragea and Shandora, StarSpark's investment including 20 million dollars' worth of rough and uncut diamonds and mining machinery was either stolen or destroyed. StarSpark requests the new govt formed in the territory gained by Shandora for compensation for all the loss. The request was denied by the newly formed govt of Shandora by saying they recognised investments formed after the occupation of the new territory and all previous international obligations concerning the occupied territory had vanished.

10. StarStark requests its home country Zephyria to negotiate with Miragea to claim compensation from Shandora on behalf of StarSpark by claiming to be the home country of StarSpark. Zephyria and Miragea enter into a negotiation and Miragea agrees to take up the matter of StarSpark provided StarSpark pays the retrospective taxes due to Miragea and all the legal costs associated with the suit. StarSpark agreed to pay the retrospective taxes including the cost of the suit. Miragea filed the matter against Shandora before the PCA secretariat for the loss suffered by StarSpark and various domestic investors of Miragea who were working in the occupied area and lost their investments during the armed conflict and banned commercial activities but became foreign investors to Shandora when the region was occupied by Shandora. Thereby, Miragea became the host state to SS-MSM.

11. Shandora replied that Miragea does not have any jurisdiction to come before the PCA as Shandora-Miragea BIT does not contain a state-state dispute settlement mechanism. Also, that the StarSpark or other investors are not foreign investors for Shandora. Also, there is no investment by these "so-called" investors. Also, it was a failure on the part of Miragea to provide full security and protection to StarSpark or other investors.

Shandora also claimed that the succession of territory does not bind the successor state of any previous international obligations. It also raised the issue of ethical concern of third-party funding used by Miragea in this matter as PCA rules 2012 do not anywhere provide for such actions. Also, the prohibition on commercial activity was justified on account of the protection of its essential security interests.

12. Shandora and Zephyria do not have any BIT signed between them. Shandora and Miragea have BIT signed between them (Annexure II). Shandora and U-SAM have a BIT signed between them which is *pari materia* with India-Belarus BIT (signed 2018 and entered into force 2020). All the countries involved - Shandora, Zephyria, Miragea and U-SAM are members of United Nations (UN), Vienna Convention on the Law of Treaties of 1969, Convention on the Settlement of Investment Disputes between States and Nationals of Other States (ICSID Convention), and Vienna Convention on Succession of States in respect of Treaties (1978).

**NOTE:** Arguments used by the states against each other are not exhaustive. Teams may frame any other relevant issues and arguments as per their understanding of the subject matter and the rules of the moot.



# ANNEXURE I



## General Assembly

A/RES/HF/27

1 April 2016

Ninety-eighth session  
Agenda item 33 (b)

### **Resolution adopted by the General Assembly on 27 March 2016**

#### **HF/27. Territorial integrity of Miragea**

*The General Assembly,*

*Reaffirming* the paramount importance of the Charter of the United Nations in the promotion of the rule of law among nations,

*Recalling* the obligations of all States under Article 2 of the Charter to refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any State, and to settle their international disputes by peaceful means,

*Recalling* also its resolution 2625 (XXV) of 24 October 1970, in which it approved the Declaration on Principles of International Law concerning Friendly Relations and Cooperation among States in accordance with the Charter of the United Nations, and reaffirming the principles contained therein that the territory of a State shall not be the object of acquisition by another State resulting from the threat or use of force, and that any attempt aimed at the partial or total disruption of the national unity and territorial integrity of a State or country or at its political independence is incompatible with the purposes and principles of the Charter,

*Stressing* the importance of maintaining the inclusive political dialogue in Miragea that reflects the diversity of its society and includes representation from all parts of Miragea,

**Welcoming the continued efforts by the Secretary-General and the Organization for Security and Cooperation in Europe and other international and regional organizations to support de-escalation of the situation with respect to Miragea,**

- 1. Affirms its commitment to the sovereignty, political independence, unity and territorial integrity of Miragea within its internationally recognized borders;**
- 2. *Calls upon* all States to desist and refrain from actions aimed at the partial or total disruption of the national unity and territorial integrity of Miragea, including any attempts to modify Miragea's borders through the threat or use of force or other unlawful means;**
- 3. *Urges* all parties to pursue immediately the peaceful resolution of the situation with respect to Miragea through direct political dialogue, to exercise restraint, to refrain from unilateral actions and inflammatory rhetoric that may increase tensions and to engage fully with international mediation efforts;**
- 4. *Calls upon* all States, international organizations and specialized agencies not to recognize any alteration of the status of the province of Karai Bora and the on the basis of the above-mentioned referendum and to refrain from any action or dealing that might be interpreted as recognizing any such altered status.**

## ANNEXURE II

### AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC SHANDORA AND THE GOVERNMENT OF THE REPUBLIC OF MIRAGEA FOR THE PROMOTION AND RECIPROCAL PROTECTION OF INVESTMENTS

The Government of Shandora and the Government of the Republic of Miragea  
(hereinafter referred to as the "Contracting Parties"),

have agreed as follows:

#### *Article 1* *Definitions*

For the purposes of this Agreement:

1. The term "investment" shall comprise every kind of asset invested in connection with economic activities by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter and shall include, in particular, though not exclusively:

- a. movable and immovable property as well as any other rights in rem such as mortgages, liens, pledges and similar rights;
- b. shares, stocks and debentures of companies or any other form of participation in a company;
- c. claims to money or to any performance having an economic value associated with an investment;
- d. intellectual and industrial property rights, including copyrights, trade marks, patents, designs, rights of breeders, technical processes, know-how, trade secrets, geographical indications, trade names and goodwill associated with an investment;
- e. any right conferred by law or under contract and any licenses and permits pursuant to law, including the concessions to search for, extract, cultivate or exploit natural resources.

Any alteration of the form in which assets are invested shall not affect their character as investment on condition that this alteration is made in accordance with the laws and regulations of the Contracting Party in the territory of which the investment has been made.

2. The term "investor" shall mean any natural or legal person of one Contracting Party that has made an investment in the territory of the other Contracting Party.

a. The term "natural person" shall mean any individual having the citizenship of either Contracting Party in accordance with its laws.

b. The term "legal person" shall mean with respect to either Contracting Party, any legal entity incorporated or constituted in accordance with its laws having its central administration or principal place of business in the territory of one Contracting Party.

3. The term "returns" shall mean amounts yielded by an investment and in particular, though not exclusively, includes profits, interest, capital gains, dividends, royalties or fees.

4. The term "territory" shall mean:

a. in the case of Shandora, the territory over which Shandora exercises, in conformity with international law, sovereignty, sovereign rights or jurisdiction;

b. in the case of the Republic of Miragea the territory over which the Republic of Miragea has, in accordance with international law and its national laws and regulations, sovereign rights or jurisdiction.

## *Article 2*

### *Promotion and Protection of Investments*

1. Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investments in its territory and, shall admit such investments in accordance with its laws and regulations.

2. Each Party shall accord in its territory to investments of the other Party and to investors with respect to their investments fair and equitable treatment and full protection and security.

With respect to the investments the following measures or series of measures constitute breach of the obligation of fair and equitable treatment:

- (a.) denial of justice in criminal, civil or administrative proceedings; or
  - (b.) fundamental breach of due process, including a fundamental breach of transparency and obstacles to effective access to justice, in judicial and administrative proceedings; or
  - (c.) manifest arbitrariness; or
  - (d.) targeted discrimination on manifestly wrongful grounds, such as gender, race or religious belief; or
  - (e.) harassment, coercion, abuse of power or similar bad faith conduct;
- Upon request of a Party, the Parties may review the content of the obligation to provide fair and equitable treatment.

4. The Contracting Party shall not encourage investment by lowering domestic environmental, labour or occupational health and safety legislation or by relaxing core labour standards. Where a Contracting Party considers that the other Contracting Party has offered such an encouragement, it may request consultations with the other Contracting Party and the two Contracting Parties shall consult with a view to avoiding any such encouragement.

### *Article 3*

#### *Investment and regulatory measures*

The provisions of this Agreement shall not affect the right of the Parties to regulate within their territories through measures necessary to achieve legitimate policy objectives, such as the protection of public health, safety, environment or public morals, social or consumer protection or promotion and protection of cultural diversity.

### *Article 4*

#### *National and Most-Favoured-Nation Treatment*

1. Each Contracting Party shall in its territory accord to an investor of the other Party and to an investment, treatment not less favourable than the treatment it accords, in like situations to its own investors and their investments with respect to the conduct, operation, management, maintenance, use, enjoyment and sale or disposal of their investments in its territory.

2. Each Contracting Party shall in its territory accord to investors of the other Contracting Party and their investments treatment no less favourable than that it accords, in like situations, to investors of a third country or to their investments with respect to the operation, conduct, management, maintenance, use, enjoyment and sale or disposal of their investments in its territory.

### *Article 5*

#### *Compensation for Losses*

1. When investments or returns of investments of investors of either Contracting Party suffer losses owing to war, armed conflict, a state of national emergency, revolt, insurrection, riot or other similar events in the territory of the other Contracting Party, they shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, not less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third State whichever is more favourable.

2. Without prejudice to paragraph 1 of this Article, investors of one Contracting Party who in any of the events referred to in that paragraph suffer losses in the territory of the other Contracting Party resulting from:

- a. requisitioning of their investment or a part thereof by its forces or authorities;
- b. destruction of their investment or a part thereof by its forces or authorities which was not caused in combat action or was not required by the necessity of the situation shall be accorded by the Contracting Party, in whose territory the losses occurred, just, adequate and effective restitution or compensation.

Compensation shall include interest at a commercially reasonable rate from the date of losses occurred until the day of payment.

### *Article 6*

#### *Expropriation*

1. Investments or returns of investors of either Contracting Party shall not be subject to nationalisation, direct or indirect expropriation, or any measures having equivalent effect (hereinafter referred to as "expropriation") in the territory of the other Contracting Party except for a public purpose.

2. The expropriation shall be carried out under due process of law, on a non-discriminatory basis and shall be accompanied by provisions for the payment of prompt, adequate and effective compensation.

3. Such compensation shall amount to the market value of the investment expropriated immediately before expropriation or impending expropriation became public knowledge (whichever is earlier), shall include interest at a commercially reasonable rate from the date of expropriation to the date of actual payment and shall be made without delay, be effectively realizable and be freely transferable in a freely convertible currency.

### *Article 7*

#### *Settlement of Investment Disputes between a Contracting Party and an Investor of the other Contracting Party*

1. Any dispute which may arise between an investor of one Contracting Party and the other Contracting Party in connection with an investment in the territory of that other Contracting Party shall, if possible be settled amicably and be subject to negotiations between the parties in dispute.
2. If any dispute between an investor of one Contracting Party and the other Contracting Party can not be thus settled within a period of six months following the date on which such negotiations were requested in written notification, the investor shall be entitled to submit the dispute either to:
  - a. the competent court of the Contracting Party in the territory of which the investment has been made; or
  - b. the International Centre for Settlement of Investment Disputes (ICSID) pursuant to the applicable provisions of the Convention on the Settlement of Investment Disputes between States and Nationals of other States opened for signature at Washington D.C. on 18 March 1965, in the event both Contracting Parties have become a party to this Convention; or
  - c. an ad hoc arbitral tribunal established under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The parties to the dispute may agree in writing to deviate from these arbitration Rules; or
  - d. under the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes (“Additional Facility Rules of ICSID”), provided that either the disputing Contracting Party or the Contracting Party of the investor, but not both, is a party to the Convention on the Settlement of Investment Disputes between States and Nationals of other States, opened for signature at Washington D. C. on March 18, 1965; or
  - e. any other form of dispute settlement agreed upon by the parties to the dispute.
3. Once a dispute has been submitted to one of the tribunals mentioned in paragraph 3 a. – e the investor shall have no recourse to the other dispute settlement fora listed in paragraph 3 a.-e.

*Article 8*  
*General and Security Exceptions*

Nothing in this Agreement shall be construed:

- a. to prevent any Contracting Party from taking any actions that it considers necessary for the protection of its essential security interests
  - i. relating to the traffic in arms, ammunition and implements of war and to such traffic and transactions in other goods, materials, services and technology undertaken directly or indirectly for the purpose of supplying a military or other security establishment,
  - ii. taken in time of war or other emergency in international relations, or
  - iii. relating to the implementation of national policies or international agreements respecting the non-proliferation of nuclear weapons or other nuclear explosive devices;
  - iv. necessary to protect human, animal or plant life or health;
  - v. necessary to protect public morals or to maintain public order, provided that the public order exception may only be invoked where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society, or
- b. to prevent any Contracting Party from taking action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

*Article 32*  
*Duration and Termination*

- 1. This Agreement shall remain in force for a period of 20 years after its entry into force and shall continue in force unless terminated as provided for in paragraph 2.
- 2. A Contracting Party may, by giving one-year advance notice in writing to the other Contracting Party, terminate this Agreement at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF, the undersigned duly authorized have signed this Agreement.

DONE in duplicate at Praia, 1st day of March 2005, in the Shandorian, Miragean and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

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For the Government of  
Shandora

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For the Government of the  
Republic of Miragea



## HEAD, DEPARTMENT OF LAW



**Prof. Dr. Anju Vali Tikoo**  
Dean, Faculty of Law

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