



VIT-AP
UNIVERSITY



VSL



THE 1ST **INTRA MOOT COURT** **COMPETITION**

Organised by

VSL-Moot Court Committee (VSLMCC)

VIT - AP School of Law (VSL)

VIT - AP University

Competition Dates

17th - 18th May 2022

Registration Link

<https://forms.gle/wHjympyNHzeLHiTP9>

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Introduction

The Intra Moot Court Competition is hosted by VSLMCC to inculcate mooting culture amongst the students of first and second year of Law at VSL preparing them for national and international moot court competitions. The competition brings with itself the exposure and familiarises with formal procedure of the courts and set them on their journey to seek justice. The Intra Moot Court Competition empowers the students with required skills like critical thinking, communication skills, confidence that are essential to be a successful lawyer. Mooting is an indispensable practice that acclimatises them with real-world court proceedings and stimulates their advocacy skills with remarkable proficiency. VSLMCC organises Intra Moot Court Competition every year for the Law Students.

The Moot Court

For a law student one of the quintessential skills required for a successful legal career is the art of advocacy. Mooting enables a student to identify issues, conduct quality research, systematically arrange arguments and gain command over the field of research. It gives student an opportunity to holistically approach an issue and notice all the possible angles in it. Understanding this importance, VSLMCC strives to impart rigorous moot court training to the students and ensures that the students receive practical exposure through dynamic moot court training to improve their advocacy skills.

Objectives

The principal objective of the Intra Moot Court Competition is to introduce and develop skills of Mooting amongst the first and second-year law students. It also provides training to Mooting speakers and researchers for representing VIT - AP School of Law (VSL) in National and International moot court competitions.

Administration and General Rules

The official name of the competition is The Intra Moot Court Competition. The VIT-AP School of Law Moot Court Committee (VSLMCC) is the official organisers of the Intra Moot Court competition at VIT-AP School of Law.

Eligibility

Students those who are registered fulltime students of VIT - AP School of Law (VSL)

Official Language

The official working language of the Intra Moot Court competition is English.

Team Composition

Each participating team shall consist of three student members, i.e., two speakers (Mooters) and one researcher.

List of Events

Events	Date
Release of Moot Proposition	7 th April
Last date for registration	19 th April
Last date for Clarifications	26 th April
Release of Clarifications	28 th April
Submission of soft copy	9 th May
Submission of hard copy	10 th May
Draw of lots	17 th May
Preliminary rounds	17 th May
Quarter finals	17 th May
Researchers' test	17 th May
Semi finals	18 th May
Finals	18 th May
Valedictory	18 th May

MOOT PROPOSITION

Memories4Life Ltd., is an event planner company directed by Mr. Anandh and Ms. Vandhana and ComfortTravelling Ltd., is a registered public company operating in transport services. Ms. Anandhi is the company's CEO, and her brothers Mr. Kashap and Mr. Sunny is the Chief Operating Officer and Chief Financial Officer respectively. Both the companies are incorporated in India under the Companies Act, 2013 and have the power to sue and be sued. Memories4Life Ltd. hosts an annual networking event at which each of its 25 employees is required to bring a potential new client. This provides Memories4Life Ltd. an opportunity to showcase its skills as one of the industry's leading event planning organizations. Each year, Memories4Life Ltd. chooses a different company to host the event in order to highlight the range of possible event venues to prospective clients. On the basis that the last client event hosted by ComfortTravelling Ltd. was a huge success, Memories4Life Ltd. selected ComfortTravelling Ltd. to host its 2022 networking event.

On the evening of 28th February 2022, Memories4Life Ltd.'s employees and their invited guests assembled at Venz Circle at 7:00 PM where they were to board the ComfortTravelling Ltd. double decker party bus which had been hired to drive them to and from various event venues. As this was Memories4Life Ltd.'s 15th anniversary celebration, the party was set to move between 5 of Vijayana's happening nightclubs. However, when the bus arrived at 7:45pm it was a single storey bus only suitable for 40 people, not the 50 people waiting to board the bus. Mr. Anandh and Ms. Vandhana approached the driver to clarify the situation as their secretary Mr. Srinivas had assured them that he booked a double-decker party bus, the "NightTraveller-Premium", for 50 patrons. To their horror, the bus driver showed Mr. Anandh and Ms. Vandhana a copy of the contract, which mentioned the requirement of a bus Having 40-50 capacity, complete with Mr. Srinivas's signature for the hire of a 40-50 Passenger bus. As such, Comfort Travelling Ltd. had sent its best 40-person bus, the "NightTraveller-Club".

Despite this, it is apparent from the contract price that ComfortTravelling Ltd. Had in fact charged Memories4Life Ltd for use of the NightTraveller - Premium and that Memories4Life Ltd. had paid in the full for the 50-passenger bus, as per all negotiations leading up to the execution of the contract. The matter still had not been resolved by 8:00pm, delaying the event by an hour. Clients were becoming exceptionally agitated about being left out in the night on road. Given the situation, disappointed with arrangements one guest tweeted about the ensuing debacle. Ms. Vandhana called Ms. Anandhi on the night, who did not answer. MS. Vandhana left a Voicemail stating the following: "this is not what we agreed. The bus was forty-five minutes Late and to add insult to injury, the bus doesn't fit everyone and as a result, people are leaving disappointed. This has been a complete shamble; this so disappointing. I expected more from you and your Company. We have been doing business for so long now. I cannot believe you let me down at such a crucial event for both of our businesses. Consider our relationship is at end. I seriously consider you won't be able to handle it anymore. Our contracts with you for future events stand cancelled.

In order to mitigate the potential damage, one of the senior employees at Memories4Life Ltd. hired two stretched blue jeeps from one of the company's contacts to ensure that no further negative publicity would be circulated in the immediate future. Given the last-minute nature of the booking, this was an incredibly expensive venture (Rs 5,000 each). The night proceeded, however, due to the last start of the party bus tour component of the evening, three of the five nominated venues were unable to accommodate all the guests as the pre-agreed arrival times were not able to meet. This resulted in guests being separated and, in some cases, guests refused entry because two of the venues were at capacity upon arrival of the bus.

The tour ended and it was apparent from the feedback received that the guests were not impressed with the event. This resulted in a souring of relationships between Memories4Life Ltd., Comfort Travelling Ltd. as well as other third -party dealers that have pre-existing Relationship with Memories4Life Ltd. As a result of the feedback, Mr. Anandh emailed Ms. Anandhi noting his disappointment with the evening, and in particular the failure of ComfortTravelling Ltd. to arrive on time and provide the correct bus. He requested a refund of the money paid for the evening, in order to go some way to restoring the business relationship.

Ms. Anandhi responded shortly thereafter, apologizing for the late arrival of the bus. He explained that this was due to traffic congestion from both coal field trucks and a major VVIP convoy of CM passing through the main roads on the same night in the same area. In relation to Mr. Anandh's complaint regarding the bus, Mr. Anandhi pointed out that this was the bus that was contained in the contract signed by Mr. Srinivas of Memories4Life Ltd. As such, he refused the request to refund the money paid pursuant to the contract.

It became apparent that the business of Memories4Life had incurred irreparable loss and the business started slowing down because of the disastrous evening. This included some cancellations of existing bookings and after the continuous cancellation of bookings, Ms. Vandhana enquired with one of their client companies as to why they were no longer engaging with Memories4Life Ltd. The client representative quipped "we at Definite Ltd. pride ourselves on making sure we deliver on what we promise without fail. Not sure we can say the same about your company."

The value of the contracts lost in the amount of Rs 15,30,000. The value of the business lost from prospective clients and others attending the night of the event is quite significant. The business loss has been quantified in the realm of Rs 2 – Rs 3 crores over next 5 years. Memories4Life Ltd. filled a suit for breach of contract on 4th May 2022, pursuant to the dispute resolution clause contained in the contract with ComfortTravelling Ltd.

In summary, Memories4Life Ltd. has sought the following relief: Declaration that ComfortTravelling Ltd. is in breach of its contract with Memories4Life Ltd.

- Damages for breach of contract: Rs 4,500
- Loss of future earnings: Rs 15,30,000 + 2-3 crores in new business
- Loss of reputation: RS 50,00,000
- Rent of the Two blue jeeps: Rs 10000
- Costs paid pursuant to contacts with third party venues resulting from failure to comply with arrival and departure times: Rs 55,000/- With interest and costs

The law of Indiana is in Pari Materia with law of Republic of India. Vijayana is a state in Indiana.

The issues that every team shall contend upon in the Oral rounds and Written submissions are as follows:

- Whether the suit filed is maintainable?
- Whether a mistake of fact occurred in the contract between ComfortTravelling Ltd. and Memories4Life Ltd.?
- Whether there was a failure in the discharge of obligation(s) and breach of the contract?
- Whether ComfortTravelling Ltd. is liable to pay Memories4Life Ltd., the loss of future earnings?

