

# 12<sup>th</sup> IUU MOOT COURT COMPETITION 2025

Under the aegis of the Moot Court  
Society, School of Law

21-22<sup>nd</sup> November 2025



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# Moot Court at a Glance

## *The practice of Law is the practice of Humanity*

Greetings to all the enthusiasts and distinguished participants!

We extend a warm welcome to the 12<sup>th</sup> IUU Moot Court Competition, 2025.

It is with immense pride and great anticipation that we welcome you to the 12<sup>th</sup> IUU Moot Court Competition, 2025. As we step into yet another year of intellectual rigor and spirited advocacy, we also take a moment to reflect on the remarkable journey that has brought us to this milestone. Over a decade ago, at the School of Law, IMS Unison University, Dehradun, we embarked on a mission to enrich legal education by providing real-world exposure to budding lawyers. Today, that vision continues to guide us as we persist in advancing the art of advocacy, legal drafting, and research. The Moot Court Society was founded with a clear purpose: to shape the next generation of legal professionals by blending theoretical learning with practical application. Over the years, this mission has remained at the heart of our growth. Each Edition of this competition stands as a testament to the unwavering commitment of our Faculty Conveners, the enthusiasm of our student committee, and the consistent encouragement of our larger academic and legal community. Marking a significant milestone, this year's National Moot Court Competition sees, for the very first time, the election of two women as Conveners.

As we celebrate the 12<sup>th</sup> Edition of this esteemed competition, we pay tribute not only to the traditions we uphold but also to the dynamic evolution of legal education. This competition serves as a crucible for excellence, where intellectual rigor meets courtroom strategy, and where aspiring advocates showcase their legal acumen. Guided by the high standards set forth under the 2008 Rules of Legal Education and the Bar Council of India, we continue to ensure that this event remains one of the premier platforms for nurturing and exhibiting advocacy skills.

This competition is designed to sharpen your legal expertise, ignite meaningful discourse, and build lasting connections within the legal fraternity. It is a celebration of advocacy, an opportunity to refine the skills that define outstanding practitioners. Together, let us honour the vision of our predecessors, embrace the accomplishments of the present, and move forward toward a future marked by legal brilliance. With collective effort, we will carry forward this legacy, set new benchmarks in legal scholarship, and strengthen the proud tradition of our Moot Court Society.

***With Best Wishes***

**Moot Court Society 2025**

**School of Law, IMS Unison University.**



## PRESIDENT'S DESK

MR. AMIT AGGARWAL  
PRESIDENT  
IMS UNISON UNIVERSITY, DEHRADUN

Dear Esteemed Participants,

It is with deep honour and enthusiasm that I declare the 12<sup>th</sup> IUU Moot Court Competition, 2025, officially open. This prestigious event, hosted by the Moot Court Society of the School of Law at IMS Unison University, Dehradun, has emerged as a cornerstone in the nation's legal education landscape.

Year after year, this competition has transcended the boundaries of examination to become a vibrant arena where young legal minds engage in spirited advocacy, critical analysis, and collaborative learning. It is here that theory is brought to life, and potential transforms into polished skill. For all the participants, this platform offers more than a contest—it is a journey of growth, honing courtroom skills, deepening legal understanding, and experiencing the rigors of professional advocacy first-hand.

As custodians of this tradition, both students and faculty are committed to creating an enriching and inspiring environment for every competitor. Your passion and commitment are the true essence of this event.

I invite each one of you to embrace the challenges ahead with confidence and zeal. May this competition be a landmark in your legal careers, a testament to your abilities, and a foundation for future achievement.

With great anticipation, I look forward to witnessing your eloquence, your perseverance, and your success as you step into the spotlight.



## VICE-CHANCELLOR'S DESK

**DR. ANIL SUBBARAO PAILA**  
**VICE-CHANCELLOR**  
**IMS UNISON UNIVERSITY, DEHRADUN**

Dear Legal Scholars,

It gives me immense pride and privilege to inaugurate the 12<sup>th</sup> IUU Moot Court Competition 2025, organized by the Moot Court Society, School of Law, IMS Unison University, Dehradun. Over the years, this flagship annual event has become a beacon of intellectual engagement, bringing together some of the finest legal minds from across the country to compete, collaborate, and showcase their advocacy skills on a national platform.

This year's proposition perfectly captures the essence of this competition, where academic learning is transformed into persuasive legal advocacy and professional excellence.

For every budding lawyer, this competition offers not just a challenge, but also an opportunity - a chance to refine courtroom skills, develop critical legal thinking, and gain invaluable practical insights that will shape their professional journey.

As we carry forward a proud legacy of over a decade, the students and faculty of the School of Law, with their dedication and expertise, will ensure a truly memorable and enriching experience for all participants.

I urge each of you to seize this moment with passion and determination. Let this competition be the stage where you test your limits, embrace new challenges, and set the standards for future excellence in the legal field.

I look forward to witnessing your talent, dedication, and achievements as you rise to the occasion on this prestigious platform.



## DEAN'S DESK

DR. AMIT ADLAKHA  
DEAN, SCHOOL OF LAW  
IMS UNISON UNIVERSITY, DEHRADUN

Dear Participants,

*"Education is the most powerful weapon which you can use to change the world." – Nelson Mandela.*

These timeless words reflect the essence of our pursuit of knowledge. Learning is not just about acquiring information; it is about awakening curiosity, fostering wisdom, and realizing that the more we learn, the more there is yet to discover. This humility inspires us to keep exploring, questioning, and growing.

Proper education demands more than intellect; it requires empathy, courage, and the ability to listen and learn from diverse perspectives. As Albert Einstein once said, "Wisdom is not a product of schooling but of the lifelong attempt to acquire it." Passion overcomes pettiness, courage triumphs over fear, and discipline shapes dreams into reality. Mistakes may happen along the way, but a life of bold action is far more meaningful than one spent in complacency.

With this spirit of lifelong learning and purposeful action, we proudly present the 12<sup>th</sup> IUU Moot Court Competition, 2025, at the School of Law, IMS Unison University, Dehradun. This prestigious event embodies our commitment to academic excellence, integrity, and fairness, while bridging the gap between theory and real-world legal practice.

This year's carefully designed case engages with pressing contemporary legal challenges, encouraging participants to analyse complex issues, craft persuasive arguments, and showcase their advocacy skills on a national platform.

Whether you are a seasoned mooter or a newcomer to this arena, this competition provides the opportunity to grow, compete, and learn. It is a stage for you to transform knowledge into action and action into impact.

In the words of Confucius, *"The will to win, the desire to succeed, the urge to reach your full potential... these are the keys that will unlock the door to personal excellence."* May this competition inspire you to dream bigger, work harder, and pursue your goals with passion and persistence.

We look forward to witnessing the brilliance, dedication, and courage of every participant as you rise to meet the challenges of this competition.



## FACULTY CONVENER

MR. RAMENDRA PRATAP SINGH  
FACULTY CONVENER, MOOT COURT  
SOCIETY  
SCHOOL OF LAW  
IMS UNISON UNIVERSITY, DEHRADUN

Dear Students,

It is with great pride that IMS Unison University extends a warm invitation to all law students to participate in the 12<sup>th</sup> IUU Moot Court Competition, scheduled on 21<sup>st</sup> & 22<sup>nd</sup> November 2025. This prestigious event promises to raise the bar of intellectual discourse and advocacy excellence on a national stage.

Moot court competitions occupy a central role in legal education, bridging the gap between theoretical knowledge and practical application. They provide aspiring lawyers with a platform to experience the intensity, rigor, and discipline of real-world legal practice. As Faculty Convener, I must emphasize the transformative power of such competitions, which sharpen advocacy skills, broaden perspectives, and cultivate a deeper understanding of the values and principles underpinning our legal system.

At IMS Unison University, we are deeply committed to nurturing a culture of academic excellence and professional preparedness. Our moot court competition is designed to simulate authentic courtroom proceedings, providing participants with the opportunity to argue before experienced judges, analyze complex legal issues, and present their cases with clarity, logic, and conviction.

Beyond the intellectual challenge, this competition offers invaluable networking opportunities with peers, faculty, and legal professionals. It provides constructive feedback from seasoned experts, helping participants refine their legal reasoning, enhance their public speaking abilities, and build the confidence essential for a successful legal career.

I strongly encourage all law students, whether seasoned mooters or first-time participants, to embrace this opportunity wholeheartedly. This competition is not just about winning; it is about learning, growing, and contributing to the vibrant legal community we are building here at IMS Unison University.

Your participation will not only enrich your personal and academic journey but also uphold the prestige of our institution within the legal fraternity.

We look forward to welcoming you to the 12<sup>th</sup> IUU Moot Court Competition and witnessing the passion, dedication, and brilliance you bring to the courtroom.



Justice cannot be for one side alone, but must be for both.” – Eleanor Roosevelt

It is with immense pride and scholarly enthusiasm that I welcome you to the distinguished 12<sup>th</sup> IUU Moot Court Competition 2025, hosted by IMS Unison University, Dehradun. This event stands as a testament to our enduring commitment to nurturing a space where legal knowledge transcends the classroom and evolves into the living practice of advocacy.

The Moot Court Competition is not merely an academic exercise; it is a vibrant intersection of intellect and application, where emerging jurists engage in spirited debates and rigorous analysis of pressing legal questions. As Justice Benjamin Cardozo once observed, “Law never is, but is always about to be,” reminding us that the growth of law lies in its interpretation and practice.

True to the legacy of legal tradition, this competition serves as a proving ground where doctrine encounters reality, advocacy is sharpened by challenge, and participants illuminate the delicate balance between principle and practice. It is here that eloquence, reasoning, and resilience come together to reflect the true calling of the legal profession.

As we commence this journey, let us be mindful of the wisdom of Aristotle: “At his best, man is the noblest of all animals; separated from law and justice, he is the worst.” It is through platforms like these that we move closer to realizing the nobility of law by engaging with justice in its most practical form.

On behalf of the School of Law, IMS Unison University, and in my capacity as Faculty Co-convener of the 12<sup>th</sup> IUU Moot Court Competition 2025, I warmly welcome participating law schools and institutions from across the nation. Together, let us celebrate this pursuit of legal excellence and intellectual growth.

## FACULTY CO-CONVENERS

**MR. RAHUL SINGH & MR. ANIKET RAI**  
**FACULTY CO-CONVENERS, MOOT COURT SOCIETY**  
**SCHOOL OF LAW**  
**IMS UNISON UNIVERSITY, DEHRADUN**



The power of the lawyer is in the uncertainty of the law.”

Warm Greetings to our Readers!

It is our privilege to extend a heartfelt welcome to all participating teams from across the nation to the 12<sup>th</sup> IUU Moot Court Competition 2025, a flagship event of the School of Law, IMS Unison University,

Dehradun. This competition stands not only as a rigorous test of legal knowledge but as a grand celebration of perseverance, dedication, and the shared spirit of learning. Moot Court, for us as students, reaches far beyond the boundaries of academic activity. It is a centuries-old tradition—a living legacy that traces its origins to ancient Anglo-Saxon assemblies and the moots of medieval England, where legal problems were debated as a community affair.

“Over time, this tradition was carried into the grand halls of the Inns of Court, where aspiring advocates were trained under the guidance of seasoned 'readers'. Interestingly, these early moots were attended by the public and helped shape the professional identities of countless generations. In India, the practice of Moot Court flourished as legal education modernized in the 20<sup>th</sup> century, with pioneering colleges incorporating mooting long before it became a requirement by the Bar Council. Indian Moot Courts have since grown from internal debates to national celebrations of advocacy and justice, mirroring the inclusive and vibrant spirit that characterized their earliest counterparts.

Within this historic journey, each of us discovers our voice as a future advocate. We immerse ourselves in long hours of research, spirited drafting of memoranda, and the intensity of oral arguments—all part of a transformative process that shapes not only legal minds but also resilient individuals. We recognize the dedication each team has devoted to reaching here and commend your courage in embracing this challenge. As peers, we too have navigated the anticipation, excitement, and nerves that make moot court both demanding and profoundly rewarding.

As Student Conveners, we warmly welcome you to IMS Unison University, Dehradun. May this competition not only sharpen your advocacy but also forge new friendships, inspire collaboration, and create memories that linger long after the final round concludes. We look forward to witnessing your passion, your arguments, and your growth throughout this journey.

## STUDENT CONVENERS

**AASHITA SEMWAL & SUHANI MIGLANI**  
**STUDENT CONVENERS**  
**IMS UNISON UNIVERSITY, DEHRADUN**

# KEY DATES

<b>REGISTRATION OPENING</b>	<b>18<sup>th</sup> OCTOBER 2025</b>
<b>LAST DATE OF REGISTRATION</b>	<b>10<sup>th</sup> NOVEMBER 2025</b>
<b>LAST DATE OF SUBMISSION OF SOFT COPY OF MEMORIALS</b>	<b>12<sup>th</sup> NOVEMBER 2025</b>
<b>LAST DATE OF SUBMISSION OF HARD COPY OF MEMORIALS</b>	<b>20<sup>th</sup> NOVEMBER 2025</b>
<b>DRAW OF LOTS, EXCHANGE OF MEMORIALS, RESEARCHER'S TEST</b>	<b>20<sup>th</sup> NOVEMBER 2025</b>
<b>INAUGURAL CEREMONY, PRELIMINARY ROUNDS &amp; QUARTER FINALS</b>	<b>21<sup>st</sup> NOVEMBER 2025</b>
<b>SEMI- FINAL ROUND, FINAL ROUND &amp; VALEDICTORY CEREMONY</b>	<b>22<sup>nd</sup> NOVEMBER 2025</b>

# RULES AND REGULATIONS

## I. ELIGIBILITY

The Competition is open to students pursuing a three- or five-year L.L.B. Degree Course from a recognized law college or university in India, subject to the fulfillment of registration formalities. The participants also include L.L.M. students.

## II. TEAM COMPOSITION

Each team shall consist of a maximum of three members (Two Mooters and One Researcher). All participants are mandatorily required to carry their University/College ID Cards during the competition.

## III. DRESS CODE

Inside the courtroom, the participants shall be in formal attire.

Female(s): White Shirt, Black Trouser & Black Tie along with Black Blazer and Black Shoes

Male(s): White Shirt, Black Trouser & Black Tie, along with Black Blazer and Black Shoes

\*Note: Non-adherence to the prescribed dress code shall attract penalties.

## IV. REGISTRATION

To confirm participation, teams from every Institution should register themselves according to the schedule mentioned above. The registration process consists of the following two steps:

Step 1: Each team is required to complete the details in the Google Form for registration purposes.

**The link - <https://forms.gle/LYaVVhWbtNJGMf5DA>**

Step 2: Each team is required to send a scanned copy of the NEFT/IMPS/UPI transaction details to the email ID [sol.mootcourt@iuu.ac](mailto:sol.mootcourt@iuu.ac) by November 5, 2025. Subject of the mail should bear: "Registration for 12<sup>th</sup> IUU Moot Court Competition 2025"

## V. REGISTRATION FEES

Registration fees per team shall be (including GST): INR 6000/-

Details for Payment through e-mode, such as NEFT/IMPS/UPI, are as follows:

**Account Name: IMS Unison University**

**Account No: 50100806743532**

**Bank Name: HDFC Bank Ltd.**

**IFS Code: HDFC0000225**

**Branch: Rajpur Road, Dehradun**

## **VI. RESEARCHER'S TEST**

There shall be a Researcher's Test on 20<sup>th</sup> November 2025, and it shall be mandatory for all the researchers of all the teams participating in this competition to sit in this evaluation. The Best Researcher shall be adjudged by the marks obtained in the researcher test. However, the marks of the "Researcher's Test" shall not be added to the mooting marks of any team.

NOTE: In case of a draw, the marks of the memorial shall be taken into consideration.

## **VII. ROUNDS**

There shall be a total of four rounds in this competition; the duration of each is mentioned as follows:

Preliminary Rounds – 25 mins per team (Maximum time for one speaker 15 minutes)

Quarter Finals – 25 mins per team (Maximum time for one speaker 15 minutes)

Semi Finals – 30 mins per team (Maximum time for one speaker 20 minutes)

Final Round – 45 mins per team (Maximum time for one speaker 30 minutes)

### **NOTE:**

· Rebuttal shall be inclusive in the total time allotted to the team.

The Moot Court Society shall have the exclusive right to all issues related to the 12<sup>th</sup> IUU Moot Court Competition. The decision of the Moot Court Society shall be final, binding, and no team or participant whatsoever shall have any right to challenge the same.

## **VII. MEMORIAL AND MARKING EVALUATION:**

Each team must send five sets of hard copies of each side of the memorial, i.e., five sets of Petitioner/Appellant and five sets of Defendant/Respondent.

### **NOTE**

1. In no case should the page limit for Annexure exceed 10 A4-size pages.
2. Any issue or pleading not discussed within the Memorial shall not be included in any other section of the Memorial.
3. Counsels are allowed to frame issues within the given facts in the moot proposition only.
4. Counsels are not allowed to introduce additional facts.
5. The font of the body of the memorial should be Times New Roman, Size 12, line spacing 1.5 & headings should be 14. Bluebook 22<sup>nd</sup> edition must be strictly adhered to for citations. The font size of the cover page can be 14 or 16 points.
6. Memorials should have one (01) inch margin on all sides of each page.
7. Pages should be numbered at the bottom middle.
8. The memorial should not contain any photographs/ sketches/affidavits, etc. Once the Memorials have been submitted, no revisions, supplements, or additions shall be allowed.
9. Only the memorials received within the prescribed schedule shall be evaluated by the Memorial Evaluation Committee (MEC) constituted by the Moot Court Society, IMS Unison University, Dehradun.

The evaluation will be done on the following parameters:

<b>S.NO.</b>	<b>Criteria</b>	<b>Maximum Marks</b>
<b>1.</b>	<b>Knowledge of Facts &amp; Law</b>	<b>25</b>
<b>2.</b>	<b>Extent and Use of Research</b>	<b>25</b>
<b>3.</b>	<b>Proper and Articulate Analysis</b>	<b>20</b>
<b>4.</b>	<b>Clarity and Organization</b>	<b>10</b>
<b>5.</b>	<b>Correct Format and Citation</b>	<b>10</b>
<b>6.</b>	<b>Grammar &amp; Style</b>	<b>10</b>

## **VIII. CODE OF CONDUCT COURT MANNERS (ORAL ARGUMENTS)**

1. The language for the Moot Court Competition shall be English only.
2. Any form of communication between the Bar and by any person other than those on the Bench is completely prohibited, and any indulgence in the same shall result in a penalty.
3. Submission of any written material other than the memorials and any other documents related to the proposition in hand to the Bench before, during, or after oral arguments is not allowed, and any indulgence in the same shall result in a penalty. Failure to deliver an oral argument shall be considered a disqualification.
4. Use of any electronic devices like laptops, mobiles, Tablets, etc. is strictly not allowed during the moot proceedings.
5. All participants are expected to maintain the decorum of the Court during the online competition and are expected to conduct themselves in a manner befitting the legal profession.

### **SCOUTING:**

Teams will not be allowed to observe the rounds of any other teams. Scouting in any form is strictly prohibited. Scouting by any team member will result in immediate disqualification. The organizer's decision shall be final and binding in this regard.

### **CHEATING, INTIMIDATION, AND MISCONDUCT**

1. Cheating or the use of unfair means of any kind is strictly prohibited and if found indulged in, shall result in the disqualification of the team.
2. Intimidation in any form is prohibited and if found indulged in, shall result in the disqualification of the team.
3. Misconduct, whether behavioural or otherwise, is not allowed, and any indulgence in the same shall result in the disqualification of the team.

### **NON-COMPLIANCE WITH THE RESULT OF THE MOOT COURT SOCIETY**

The participants are required to comply with the rules formulated by the Organizing Committee during the Moot Court Competition. In the event of non-compliance with the Moot Court Society's rules, a penalty may be imposed by deducting marks, and the teams may also be disqualified after receiving a warning.

## **PENALTY**

The penalties shall be levied as follows for non-adherence to competition rules:

1. Penalty for non-adherence of the memorial guidelines
2. Late submission beyond the stipulated time period will attract 2 2-point penalty per memorial for each day of delay.
3. The memorial exceeding the maximum number of pages, i.e., 40 A4-size pages, shall attract 5 5-point penalty.
4. Introduction of additional facts in the memorial shall attract 5 5-point penalty per additional fact.
5. Use of incorrect font or font size, use of inconsistent size, improperly formatted index of authorities, or improper line spacing shall attract 5 5-point penalty. Failure to include all parts of the memorial, or inclusion of an unremunerated part, substantive legal argument outside of approved sections of the memorial, excessive length, failure to include necessary information on the memorial cover, inclusion of any identifying mark, character, or text in the memorial shall attract 5 5-point penalty.
6. Exceeding the prescribed time limit for a team for the oral rounds may attract up to 5 5-point penalty, as per the discretion of the presiding judge.
7. Penalty for misconduct during Pleadings.
8. Any form of communication between the Bar and by any person other than those on the Bench is completely prohibited, and any indulgence in the same shall result in a penalty point of 1 mark per communication.
9. Submission of any written material other than the memorials and any other documents related to the proposition in hand to the Bench before, during, or after oral arguments is not allowed, and any indulgence in the same shall result in a penalty point of 5 marks.
10. Non-adherence to the prescribed dress code shall attract a penalty of 5 marks per member of the team.

## **DISQUALIFICATION**

Notwithstanding anything written as a part of the above-mentioned rules, the following shall result in the disqualification of the team in its entirety. The hard copies must be exact printouts of the soft copies. Non-compliance with this rule would entail disqualification.

In addition to this, the following shall lead to disqualification:

1. Use of Electronic Devices like Mobile, Laptop, Tablets etc
2. Scouting
3. Misconduct with the judges or with the members of the Moot Court Society
4. Any act which is not found to befitting the standards of the Legal Profession

## **DISPUTES**

Any dispute about the Moot Court Competition shall be referred to the Moot Court Society before the end of the competition. The decision of the Moot Court Society shall be final and binding.

## IX. FOOD & TRAVEL

1. Transport services shall be provided by the organisers from a pre-decided stop to the 'Venue'- (IMS Unison University, Dehradun).
2. Breakfast, Lunch, and High-tea are inclusive in the following event (as per itinerary).

## AWARDS AND CERTIFICATES

**Exciting prizes in the following categories:**

<b>CATEGORY</b>	<b>CASH PRIZE / CERTIFICATES</b>
<b>Winner</b>	<b>INR 18,000/- &amp; Three one-year complimentary subscriptions to SCC Online Web Edition, each worth INR 32,000/-</b>
<b>Runner-up</b>	<b>INR 12,000/-</b>
<b>Best Mooter</b>	<b>INR 5,000/-</b>
<b>Best Researcher</b>	<b>INR 5,000/-</b>
<b>Best Memorial (Appellant)</b>	<b>INR 5,000/-</b>
<b>Best Memorial (Respondent)</b>	<b>INR 5,000/-</b>

- **One month access to the SCC Online Web Edition to all the participants valued at INR 3100 each.**

## OUR PATRONS



Mr. Amit Agarwal  
President  
Board of Governors  
IMS Unison University  
Dehradun



Dr. Anil SubbaRao Paila  
Vice Chancellor  
IMS Unison University  
Dehradun

## MOOT COURT SOCIETY



Dr. Amit Adlakha  
Chairman, MCS  
IMS Unison University  
Dehradun



Mr. Ramendra Pratap Singh  
Faculty Convener  
IMS Unison University  
Dehradun



Mr. Rahul Singh  
Faculty Co-convener  
IMS Unison University  
Dehradun



Mr. Aniket Rai  
Faculty Co-convener  
IMS Unison University  
Dehradun



Ms. Aashita Semwal  
Student Convener  
IMS Unison University  
Dehradun



Ms. Suhani Miglani  
Student Convener  
IMS Unison University  
Dehradun



Mr. Muneeb Hussain  
Student Co-convener  
IMS Unison University  
Dehradun



Mr. Pranav Shailya  
Student Co-convener  
IMS Unison University  
Dehradun

# MOOT PROPOSITION

## I. STATEMENT OF FACTS

### *A. Background and Contract Formation (2010-2012)*

1. Indraprastha is a state in the Northern region of Indelmont. In early 2010, the Government of Indraprastha floated a global tender for the construction of a 120km stretch of the Samyavastha-Dehradun Expressway under the Indraprastha Expressways Industrial Development Authority (IEIDA) Project. This ambitious infrastructure aimed to boost connectivity and economic growth in the state, with an estimated project cost of INR 12,500 crores. The tender documents emphasized timely completion, adherence to environmental norms, and dispute resolution through arbitration to ensure expeditious settlement.
2. M/s. Metrovesta Constructions Pvt. Ltd. ("Metrovesta") a Bombay based firm with expertise in highway construction, emerged as the lowest bidder. On 15<sup>th</sup> June 2010, the State awarded the contract to Metrovesta for the design, construction and maintenance of a 45-km segment (Package III) valued at INR 1,850 crores. The contract was formalized via a formal agreement dated 1<sup>st</sup> September 2010 ("the Contract"), governed by the laws of Indelmont. The Arbitration clause mentioned in Clause 25 of the Contract reflected the practice of allowing unilateral appointments by government officials to expedite resolutions in public contracts, minimizing delays in infrastructure projects. The construction commenced on 1st November 2010, with a scheduled completion date of 31<sup>st</sup> December 2012. Metrovesta mobilized resources, including 500 workers, heavy machinery and sub-contractors, investing INR 450 crores in initial mobilization advances from the State.

### *B. Escalation of Disputes (2012-2015)*

3. Delays began in mid-2011 due to unforeseen challenges: land acquisition bottlenecks, public protests, lack of Environmental Impact Assessments (EIA), monsoons disrupting supply chains and soft soil underneath requiring changes in structures mandated by the Indraprastha Pollution Control Board. By June 2012, only 60% of the work was complete, prompting Metrovesta to invoke force majeure under Clause 40 of the Contract and seek time extensions. The State withheld INR 320 crores out of the INR 850 crores in milestone payments that had become due, citing alleged contractor inefficiencies. The State also imposed liquidated damages under Clause 55 at 0.5% per week of the delayed package value, which accumulated to approximately INR 150 crores. The liquidated damages were subject to a contractual cap of 10% of the package value (approximately INR 185 crores) to distinguish them from penalty clauses. The State, citing Metrovesta's alleged inefficiencies, withheld milestone payments amounting to INR 850 crores and imposed liquidated damages at 0.5% per week under Clause 55, amounting to INR 150 crores.

4. Following negotiations' failure, a formal notice of dispute was issued on 20<sup>th</sup> March 2013 under Clause 25, but the matter remained unresolved in correspondence. After the enactment of the 2015 Amendment Act on 23<sup>rd</sup> October 2015, Metrovesta formally issued the notice of arbitration on 15<sup>th</sup> November 2015, seeking to refer the disputes to arbitration. In response to the arbitration notice, Metrovesta proposed a panel of three independent arbitrators for mutual nomination, but the State insisted on invoking its unilateral right for the appointment of a sole arbitrator per the contract terms. The State initially nominated the Chief Engineer PWD, Indraprastha, who was unavailable due to transfer. Immediately upon the Tribunal's constitution, Metrovesta filed a written statement under Section 13(2) of the Act before the Tribunal itself, challenging the appointment of the Additional Chief Secretary under Section 12(5) read with the Seventh Schedule. The challenge was based on the de jure ineligibility under Section 12(5) and the timing of this challenge raised questions about the applicability of the enhanced ineligibility criteria under Section 12(5) to appointments arising from pre-amendment arbitration agreements. The Arbitral Tribunal overruled Metrovesta's application under Section 13(2) applying the kompetenz-kompetenz principle, holding that it had the competence to rule on its own jurisdiction, including objections regarding the arbitrator's eligibility. The Tribunal proceeded with the arbitration despite the challenge, as permitted under Section 13(4) of the Act.

### ***C. Arbitral Proceedings and Award (2016-2023)***

5. The arbitration commenced on 20<sup>th</sup> April 2016, with 25 sittings between April 2016 and December 2019, then resumed in July 2022 after the COVID-19 lockdowns with the Additional Chief Secretary's frequent transfers (four incumbent served during the tenure). Expert analysis during the arbitral proceedings attributed 40% of the delays to genuine force majeure events (land acquisition delays, public protests, environmental clearance modifications, soft soil conditions requiring design changes, and monsoon disruptions), 35% to state-mandated specification changes (elevated sections required by the Pollution Control Board), and 25% to contractor inefficiencies in sub-contractor coordination and resource management. Evidence included 500 documents, expert testimonies on delay attributions, and quantum assessments. Metrovesta claimed INR 250 crores on account of escalations, loss of profits while the State counter-claimed INR 400 crores on account of damages and overheads.

6. On 10<sup>th</sup> January 2023, the sole arbitrator (Mr. Durga Shankar Mishra, IAS) passed an Award dismissing 70% of Metrovesta's claims, awarding only INR 120 crores with 6% interest and upholding INR 200 crores in damages against Metrovesta. The Award found that the delays were partly attributable to Metrovesta's sub-contractor management failures, affirmed the validity of the unilateral appointment clause under the prevailing law, and held that the equal-treatment principle did not apply retroactively. The arbitrator further confirmed that time was of the essence under Clause 68 of the Contract and accordingly permitted the State to forfeit all performance bank guarantees furnished by Metrovesta for non-completion, resulting in the forfeiture of bank guarantees totalling INR 100 crores.

#### ***D. Challenge and Impugned Proceedings (2023-2025)***

7. Aggrieved, Metrovesta filed a petition under Section 34 of the A&C Act before the Commercial Court of Indraprastha on 10<sup>th</sup> March 2023 (Arb. Petition No. 112 of 2023), challenging the award on grounds of ineligibility of the arbitrator, patent illegality and violation of public policy. It also referred to various judgments for the "look through" principle to examine the award's reasoning.  
On 20<sup>th</sup> June 2025, the Commercial Court dismissed the petition in a 60-page judgment, upholding the Award and imposing INR 5 Lakh as cost on the claimant.

#### ***E. Issues for Determination***

The present appeal is maintainable given the substantial questions of law involving the interpretation of the Arbitration and Conciliation Act 1996, principles of natural justice and public policy. The matter is listed for final hearing on 21<sup>st</sup> November 2025.

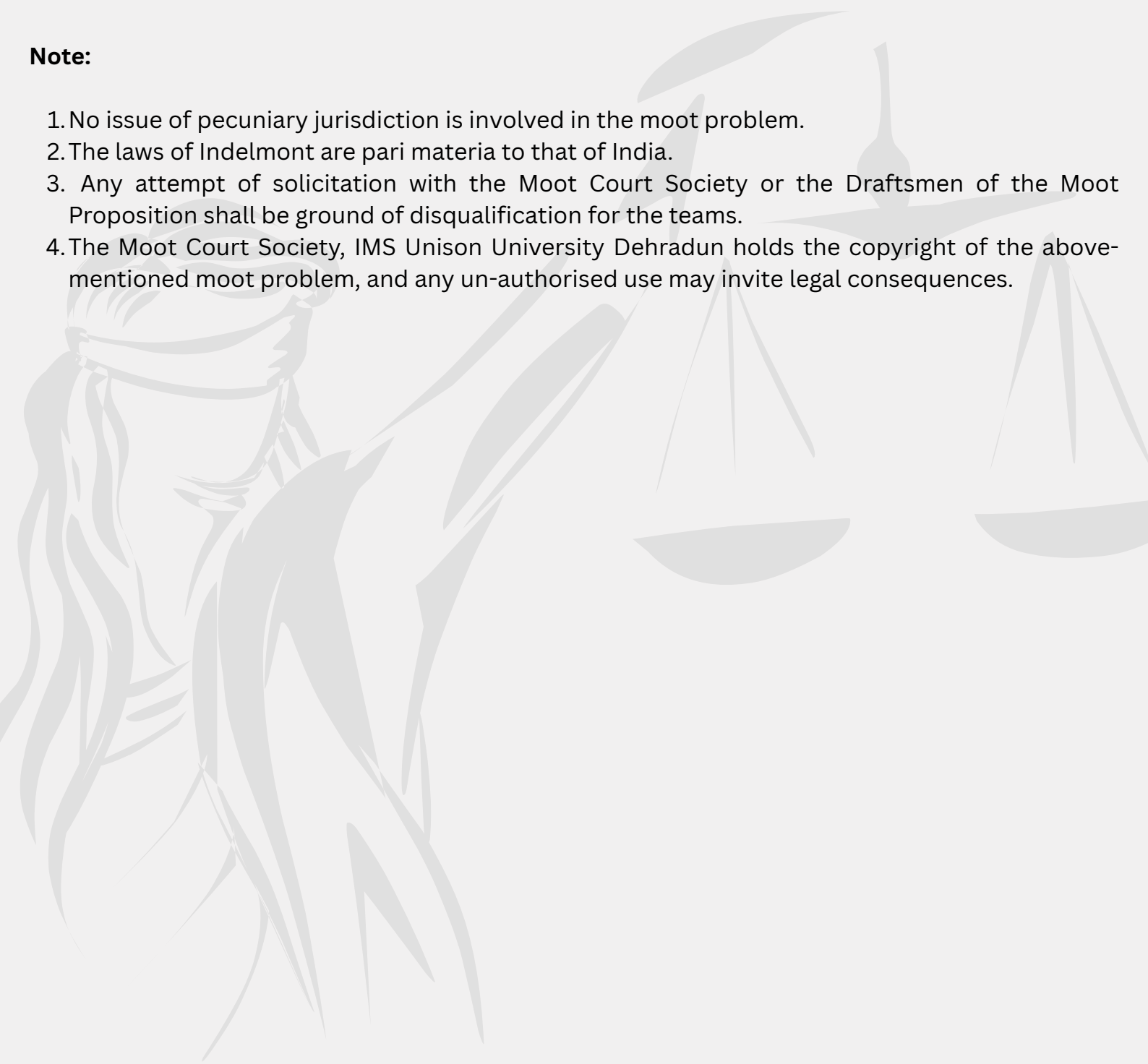
The following issues arise for determination by this Hon'ble Court:

- 1. Whether the enhanced ineligibility criteria under Section 12(5) read with the Seventh Schedule of the Arbitration and Conciliation Act, 1996 apply to the appointment of a sole arbitrator under a pre-amendment contract, and if the Additional Chief Secretary's status as a serving government official gave rise to justifiable doubts as to his independence and impartiality under Section 12(3)?***
- 2. Whether Clause 25 of the Contract permitting the State's unilateral nomination of a sole arbitrator valid and enforceable? Additionally, whether the Tribunal laefully invoked the Kompetenz-Kompetenze principle to overrule Metrovesta's challenge under Sections 16 and 13(2)?***
- 3. Whether Metrovesta validly invoked Clause 40 to obtain time extensions and the Tribunal correctly apportioned delays between force majeure events and contractor inefficiencies including the imposition of liquidated damages at 0.5% per week, capped at 10% under Clause 55, constitutes a genuine pre-estimate of loss rather than an impermissible penalty?***

***4. Whether the Arbitral Award is vitiated by patent illegality or violation of public policy in its reasoning, or, whether the Commercial Court erred in failing to apply the “look through” principle to scrutinize the Tribunal’s factual and legal conclusions on quantum and procedural fairness?***

**Note:**

- 1.No issue of pecuniary jurisdiction is involved in the moot problem.
- 2.The laws of Indelmont are pari materia to that of India.
3. Any attempt of solicitation with the Moot Court Society or the Draftsmen of the Moot Proposition shall be ground of disqualification for the teams.
- 4.The Moot Court Society, IMS Unison University Dehradun holds the copyright of the above-mentioned moot problem, and any un-authorized use may invite legal consequences.



# Exhibit A

## (Extract from Contract)

Date: 01.09.2010

### AGREEMENT BETWEEN:

STATE OF INDRAPRASTHA, THROUGH IEIDA, (“EMPLOYER”)

AND

M/S. METROVESTA CONSTRUCTIONS PVT. LTD., BOMBAY (“CONTRACTOR”)

#### **Clause 25 – Dispute Resolution**

**25.1** Any dispute, controversy or claim arising out of or relating to this Contract, including the formation, interpretation, performance, breach, termination or validity thereof, shall be referred to and finally resolved by arbitration.

**25.2** The party invoking arbitration shall give written notice to the other party specifying the matters in dispute. If the parties fail to agree on the constitution of the Arbitral Tribunal within thirty (30) days of such notice, the State shall have the right to unilaterally appoint the sole arbitrator.

**25.3** The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended), and the seat of arbitration shall be Indraprastha, Indelmont. The language of the arbitration shall be English.

**25.4** The award of the Arbitral Tribunal shall be final and binding on the parties and may be enforced by any court of competent jurisdiction.

#### **Clause 40 – Force Majeure**

**40.1** “Force Majeure” means an event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, war, civil commotion, strikes, lockouts, epidemic, pandemic, governmental orders, delays in obtaining approvals, public protests, adverse weather conditions (including monsoons), land acquisition delays, and changes mandated by environmental authorities.

**40.2** If a party is prevented, hindered or delayed in the performance of its obligations due to Force Majeure, it shall: (a) promptly notify the other party in writing, giving full particulars of the event and its expected duration; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure event.

**40.3** Upon notification, the parties shall meet to agree on extension of time for performance. The time for performance of the affected obligations shall be extended by a period equivalent to the duration of the Force Majeure.

*40.4 If the Force Majeure event continues for more than one hundred and eighty (180) days, either party may terminate the Contract by written notice without liability for damages.*

### **Clause 55 – Liquidated Damages**

*55.1 Time is of the essence in the performance of the Contractor's obligations under this Contract.*

*55.2 In the event of delay in achieving any milestone or the Completion Date, the Contractor shall pay liquidated damages at the rate of 0.5% per week of the value of the delayed Package, subject to a cap of 10% of the Package value.*

*55.3 Such liquidated damages are agreed genuine pre-estimates of loss and not penalties.*

*55.4 The State reserves the right to withhold any payments due to the Contractor to set off the liquidated damages payable under this Clause.*

*55.5 Payment of liquidated damages shall be without prejudice to any other rights or remedies available to the State under this Contract or applicable law.*

### **Clause 68 – Time-Bound Performance (Time of the Essence)**

#### **68.1 Time of the Essence**

*The Parties agree that time is of the essence in the performance of all obligations under this Agreement. Failure by the Contractor to meet any Milestone Date shall constitute a material breach.*

#### **68.2 Milestone Compliance**

*The Contractor shall achieve each Milestone by its Milestone Date.*

*If the Contractor anticipates delay, it shall notify the State in writing at least 14 days before the relevant Milestone Date, specifying the cause and anticipated duration of delay.*

#### **68.3 Liquidated Damages and Termination**

*If the Contractor fails to cure within the ten (10) day period, the State may impose Liquidated Damages under Clause 55 and/or terminate the Agreement under Clause 45.*

*The State's right to impose Liquidated Damages or terminate shall not be deemed a waiver of its "time of the essence" rights except by a written waiver signed by an authorized representative.*

#### **68.4 No Waiver**

*No failure by the State to enforce any provision of this Clause shall constitute a waiver unless made in writing and signed by the State.*

# Exhibit B

Date: 15.06.2012

To,  
The Additional Secretary (Infrastructure)  
IEDIA  
Sector 9, Samyavastha  
Indraprastha

**Subject:** Invocation of Force Majeure Clause 40 of the Contract dated 1 September 2010

**Contract Reference:** Package III - Design, Construction & Maintenance of 45-km Segment of the Samyavastha-Dehradun Expressway (Contract No. IEIDA/Pkg-III/2010)

Dear Sir/Ma'am,

We refer to the above-mentioned Contract governing the design, construction and maintenance of Package III of the Samyavastha-Dehradun Expressway. Under Clause 40, Metrovesta Constructions Pvt. Ltd. ("Metrovesta") is entitled to notice and relief where delay or failure to perform arises from force majeure events beyond the reasonable control of the Contractor.

**1. Pursuant to Clause 40, Metrovesta hereby gives formal notice of the occurrence of the following force majeure events, which have substantially impeded progress on Package III:**

- a. Land acquisition delays caused by protracted title disputes and relocation of affected families;
- b. Sustained public protests and demonstrations along the proposed alignment, resulting in repeated work stoppages;
- c. Deferral of the Environmental Impact Assessment (EIA) clearance by the Indraprastha Pollution Control Board, pending additional soil-contamination studies;
- d. Unprecedented monsoon rainfall during August–September 2011, leading to inundation of worksites and disruption of material supply chains; and
- e. Discovery of unexpectedly soft sub-grade soil requiring redesign of embankment structures as per revised specifications issued by the Pollution Control Board on 10 April 2012.

**2. In accordance with Clause 40.2, Metrovesta requests:**

- a. Formal recognition by IEIDA of each listed event as force majeure;
- b. Grant of extension of time equivalent to the period of delay attributable to each event; and
- c. Confirmation of suspension of all liquidated damages and other penalties for the duration of the affected periods.

Date: 15.06.2012

**3. Supporting documentation, including:**

- Copies of government notices on land acquisition and EIA deferment;
- Photographic and meteorological records of monsoon impact; and
- Engineering reports on revised embankment design requirements, are enclosed herewith for your verification.

**4. Metrovesta remains committed to completing the works diligently and in compliance with all applicable laws and technical specifications. We look forward to your prompt acknowledgment of this force majeure notice and to the grant of the requisite time extensions.**

**Yours faithfully,  
For Metrovesta Constructions Pvt. Ltd.  
(signed)  
Arun K. Mehra  
Managing Director**

# Exhibit C

Date: 30.06.2012

To,  
The Managing Partner,  
M/s. Metrovesta Constructions Pvt. Ltd,  
Bombai

**Subject:** Notification of Withholding of Milestone Payments and Imposition of Liquidated Damages under Clause 55

Dear Sir/Ma'am,  
Pursuant to Clause 55 of the Contract dated 1 September 2010 ("the Contract"), this Authority hereby notifies M/s. Metrovesta Constructions Pvt. Ltd. ("the Contractor") of the following:

## **a. Withholding of Milestone Payments**

- i. Milestone payments due as at 30 June 2012: INR 850,00,00,000
- ii. Amount withheld for alleged contractor inefficiencies: INR 320,00,00,000

## **b. Imposition of Liquidated Damages**

- i. Contract Package Value (Package III): INR 1,850,00,00,000
- ii. Rate of Liquidated Damages: 0.5% per week of Package Value
- iii. Period of Delay: 30 weeks (from 1 January 2012 to 30 June 2012)
- iv. Uncapped Liquidated Damages for 30 weeks:  
=  $1,850,00,00,000 \times 0.005 \times 30$   
= INR 277,50,00,000
- v. Contractual Cap (10% of Package Value):  
=  $1,850,00,00,000 \times 0.10$   
= INR 185,00,00,000
- vi. Liquidated Damages Imposed (capped amount): INR 185,00,00,000

Total Amount Deducted by IEIDA as on 30 June 2012:

Withheld Milestone Payments: INR 320,00,00,000

Liquidated Damages (capped): INR 185,00,00,000

**Total:** INR 505,00,00,000

The above deductions are made in accordance with: – Clause 55 (Liquidated Damages)

## Calculation Sheet

Description	Formula	Amount (INR)
Milestone Payments Due	-----	850,00,00,000
Withheld for Inefficiencies	-----	320,00,00,000
Package Value	-----	1,850,00,00,000
Rate of LD	0.5% per week	0.005
Period of Delay	-----	30 weeks
Uncapped LD	$1,850,00,00,000 \times 0.005 \times 30$ Your paragraph text	277,50,00,000
LD Cap (10% of Package Value)	$1,850,00,00,000 \times 0.10$	185,00,00,000
Liquidated Damages Imposed (Capped)	Minimum of uncapped LD and cap	185,00,00,000
<b>Total Deduction</b>	$320,00,00,000 + 185,00,00,000$	505,00,00,000

This notification is without prejudice to the Authority's rights to claim further damages, interest, or costs as provided under the Contract and applicable law.

***For and on behalf of  
IEIDA  
Authorized Signatory***

# Exhibit D

Date: 15.11.2015

## IN THE MATTER OF ARBITRATION UNDER CLAUSE 25 OF THE CONTRACT DATED 1 SEPTEMBER 2010

**Government of Indraprastha  
And  
M/s. Metrovesta Constructions Pvt. Ltd.**

### NOTICE OF ARBITRATION

To,  
The Additional Chief Secretary (Infrastructure),  
Government of Indraprastha,  
Secretariat Building, Civil Lines  
Indraprastha – 110001

#### **1. Parties**

1.1 Claimant: M/s. Metrovesta Constructions Pvt. Ltd. (“Metrovesta”), a company incorporated under the Companies Act, 1956, having its registered office at 12<sup>th</sup> Floor, Tower A, Bombai Centre, Bombai – 400001.

1.2 Respondent: Government of Indraprastha (“State”), acting through the Indraprastha Expressways Industrial Development Authority.

#### **2. Contract Reference**

2.1. Contract dated 1 September 2010 (hereinafter “the Contract”), executed pursuant to the global tender floated in early 2010 for the design, construction and maintenance of the 45-km Package III stretch of the Samyavastha-Dehradun Expressway.

2.2. Clause 25 of the Contract provides for resolution of disputes by arbitration in accordance with the Arbitration and Conciliation Act 1996, as amended in 2015.

#### **3. Notice of Arbitration**

3.1. Metrovesta hereby gives Notice of Arbitration in respect of the following disputes arising under or in connection with the Contract:

- (a) Withholding of milestone payments totalling INR 320 crores by the State;
- (b) Imposition of liquidated damages under Clause 55 at 0.5% per week, amounting to approximately INR 150 crores;
- (c) Rejection of Metrovesta’s force majeure claims under Clause 40 and refusal of time extensions;
- (d) Forfeiture of performance bank guarantees totalling INR 100 crores.

3.2. These disputes remain unresolved despite issuance of a formal Notice of Dispute dated 20 March 2013.

#### **4. Arbitration Procedure**

4.1. In accordance with Clause 25 of the Contract, Metrovesta proposed a panel of three independent arbitrators for mutual nomination on 1 September 2015:

- (i) An expert in infrastructure dispute resolution with over 20 years' experience;
- (ii) A retired High Court judge specializing in commercial contracts;
- (iii) A recognized academic in construction law.

4.2. The State has not agreed to the proposed panel and, under its unilateral appointment right, has instead nominated the Additional Chief Secretary (Infrastructure) as sole arbitrator.

#### **5. Relief Sought**

Metrovesta will seek the following relief in the arbitration:

- 5.1. Declaration that force majeure events under Clause 40 entitle Metrovesta to time extensions;
- 5.2. Cancellation or reduction of liquidated damages imposed under Clause 55;
- 5.3. Payment of withheld milestone payments with interest;
- 5.4. Return of forfeited performance bank guarantees with interest;
- 5.5. Costs and expenses of the arbitration, including legal fees.

#### **6. Appointment of Arbitral Tribunal**

6.1. Please confirm acceptance of appointment in writing within 14 days of receipt of this Notice.

6.2. Failing such confirmation, Metrovesta will request appointment by the Chief Justice of the Indraprastha High Court under Section 11 of the Arbitration and Conciliation Act 1996.

**Signed for and on behalf of**

M/s. Metrovesta Constructions Pvt. Ltd.

Rajiv Sen

Chief Executive Officer

# Exhibit E

## RECORDS OF THE PARTIES' SUBMISSIONS ON ARBITRATOR NOMINATIONS

Date of Submissions:

Metrovesta's Proposal: 22.11.2015

State's Response & Nominations: 27.11. 2015 and 04.12.2015

### **1. Metrovesta Constructions Pvt. Ltd.'s Panel Proposal of Arbitrators**

*Submissions (22.11.2015)*

- I. Invoked Clause 25 of the Contract and Article 11 of the Seventh Schedule (as amended).
- II. Proposed a three-member arbitral tribunal comprising the following independent nominees:
  - i. Mr. R. K. Sharma, Former Secretary, Ministry of Road Transport & Highways, Government of India
  - ii. Ms. Anjali Rao, Senior Partner, Arbitration Practice, LexLex Chambers, Bombai
  - iii. Prof. S. M. Gupta, Chair, Centre for Infrastructure Law & Policy, Indelmont University

### **2. State of Indraprastha's Invocation of Unilateral Appointment Right**

*Submissions (27.11.2015)*

- I. Relied on the express terms of Clause 25 of the Contract permitting the State to "unilaterally appoint" a sole arbitrator in the event of disagreement.
- II. Nominated Mr. V. K. Verma, Chief Engineer, Public Works Department, Indraprastha, as sole arbitrator.
- III. Stated that Mr. Verma's technical expertise and familiarity with the project made him well-suited for expeditious resolution.

*Submissions (4.12.2015)*

- IV. Noted Mr. Verma's unavailability due to official transfer.
- V. Accordingly, invoked the same unilateral right to nominate a substitute sole arbitrator: Mr. A. C. Sen, Additional Chief Secretary (Infrastructure), Government of Indraprastha.
- VI. Confirmed the tribunal's constitution effective 20 December 2015.

# Exhibit F

## AUTHENTICATED COPY OF ARBITRAL AWARD

Date of Award: 10 January 2023

Tribunal: Sole Arbitrator – Mr. Durga Shankar Mishra, IAS

Seat of Arbitration: Indraprastha, Indelmont

### I. PARTIES

Claimant: M/s Metrovesta Constructions Pvt. Ltd.

Respondent: State of Indraprastha, represented by the Indraprastha Expressways Industrial Development Authority (IEIDA)

### II. CONTRACT DOCUMENTATION

Contract Date: 1 September 2010

Contract Value (Package III): INR 1,850 crores

Governing Law: Laws of Indelmont

### III. BACKGROUND

Brief summary of the project, mobilization advances, schedule, and disputed events.

### IV. REASONS FOR DECISION

#### 1. Jurisdiction and Composition of Tribunal

1.1 Validity of unilateral appointment clause (Clause 25) upheld.

1.2 Challenge under Section 12(3) and Section 12(5) dismissed: no justifiable doubts as to independence; amendment ineligibility criteria not retroactive.

#### 2. Force Majeure and Time Extensions (Clause 40)

2.1 Force majeure events found to have occurred: land acquisition delays, public protests, EIA modifications, monsoons, soft soil conditions.

2.2 Apportionment of delays:

- 40% to force majeure events
- 35% to state-mandated specification changes
- 25% to contractor inefficiencies

#### 3. Liquidated Damages (Clause 55)

3.1 0.5% per week rate is a genuine pre-estimate of loss.

3.2 Cap of 10% of package value is enforceable and not a penalty.

#### 4. Quantum of Claims and Counter-Claims

4.1 Claimant's escalation and loss-of-profit claims totalling INR 250 crores partly allowed to the extent of INR 120 crores.

4.2 Respondent's counter-claim for damages and overheads totalling INR 400 crores upheld in full.

## 5. Interest and Bank Guarantee Forfeiture

5.1 Interest at 6% per annum awarded on INR 120 crores from date of demand until payment.

5.2 All performance bank guarantees (INR 100 crores) forfeited for non-completion under Clause 68.

## 6. Public Policy and Natural Justice

6.1 No violation of equal-treatment principle; non-retroactivity of amendments upheld.

6.2 Procedural fairness maintained throughout 25 hearings; interruptions due to lockdowns and transfers addressed.

## V. OPERATIVE AWARD

For the above reasons, the Sole Arbitrator hereby orders:

1. The Respondent shall pay to the Claimant: a. INR 120,00,00,000 (One Hundred Twenty Crore Rupees) with interest at 6% per annum from 15 November 2015 until date of payment.
2. The Claimant's remaining claims are dismissed.
3. The Respondent's counter-claim in the sum of INR 200,00,00,000 (Two Hundred Crore Rupees) is allowed and remains enforceable.
4. All performance bank guarantees furnished by the Claimant totaling INR 100,00,00,000 (One Hundred Crore Rupees) are forfeited in favour of the Respondent.
5. Each party shall bear its own costs of these proceedings.

**Signed:**

Mr. Durga Shankar Mishra, IAS

Sole Arbitrator

Date: 10 January 2023

**[Authenticated under seal of the Arbitral Tribunal]**

# Exhibit G

## SUMMARY OF THE JUDGMENT AND ORDER OF THE COMMERCIAL COURT OF INDRAPRASTHA

**Case Title:** Metrovesta Constructions Pvt. Ltd. v. Government of Indraprastha

**Arb. Petition No.:** 112 of 2023

**Matter:** Challenge under Section 34 of the Arbitration and Conciliation Act, 1996

**Date of Judgment:** 20 June 2025

### JUDGMENT

#### 1. Background:

The petitioner, Metrovesta Constructions Pvt. Ltd., filed the present petition under Section 34 of the Arbitration and Conciliation Act, 1996, challenging the arbitral award dated 10 January 2023. The grounds of challenge included alleged ineligibility of the sole arbitrator, patent illegality in the Award's reasoning, violation of public policy, and procedural irregularities.

#### 2. Contentions of the Petitioner:

The appointment of the sole arbitrator, Mr. Durga Shankar Mishra, IAS, was in violation of Section 12(5) of the Arbitration and Conciliation Act, 1996, as amended in 2015, due to his position as a serving government official with direct oversight in the infrastructure sector.

The Award suffers from patent illegality and erroneous application of law on issues relating to force majeure, time extensions, liquidated damages, and forfeiture of bank guarantees.

The principle of natural justice was allegedly contravened, and the "look-through" principle prescribed by higher courts was not applied to scrutinize the arbitral reasoning.

#### 3. Counter-Arguments by the Respondent:

The respondent State argued the constitutionality and validity of the unilateral appointment clause (Clause 25) under the contract.

The arbitrator, having been appointed under valid contractual terms, had jurisdiction and competence, and the challenge under Section 12 was rightly dismissed by the tribunal based on Kompetenz-Kompetenz principle.

The Award reflects a fair apportionment of delays, valid imposition of liquidated damages, and adherence to contractual terms, and did not violate public policy.

#### **4. Findings of the Court:**

The Court finds that the application of the 2015 Amendment Act's enhanced ineligibility provisions to pre-amendment contracts is not automatic and requires prospective application unless clearly expressed otherwise.

The unilateral appointment clause under Clause 25 stands upheld as valid and binding, as it facilitates expeditious dispute resolution in infrastructure contracts in the public interest.

The arbitral tribunal acted within the scope of its jurisdiction and competence, correctly applying the Kompetenz-Kompetenz principle.

On the merits, the court finds no demonstrable patent illegality or violation of public policy in the Award that would justify interference under Section 34.

The application of the "look-through" principle does not warrant intervention absent serious jurisdictional or procedural failings.

#### **5. Order:**

The petition filed under Section 34 of the Arbitration and Conciliation Act, 1996 is hereby dismissed with costs.

The arbitral award dated 10 January 2023 is confirmed and shall be enforced forthwith.

#### **6. Cost:**

Costs of INR 5,00,000 (Five Lakh Indian Rupees) are imposed on the petitioner, Metrovesta Constructions Pvt. Ltd., payable to the respondent Government of Indraprastha.

**Signed and Dated:**

G.S. Rawat, Judge, Commercial Court, Indraprastha

Date: 20 June 2025

Seal and Signature of the Registrar  
Commercial Court, Indraprastha

# TRAVELLING PLAN

Name of the Participant as per college ID card	
College Name	
Contact No	

**MODE OF COMMUTE-** \_\_\_\_\_

**Arrival Ticket (TRAIN / FLIGHT / BUS Booking Reference Details)**

--

**IF LOCAL, ADDRESS DETAILS -**

--

**RETURN TICKET (BOOKING REFERENCE DETAILS) -**

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## **DECLARATION BY THE TEAM MEMBERS**

**We hereby certify that the information given by us is true and complete in all material respects. We also undertake to abide by the rules and regulations of the Moot Court Society of the School of Law, IMS Unison University for the 12<sup>th</sup> IUU Moot Court Competition 2025.**



**Date:**

**Seal and Signature  
Dean/HOD School of Law**