



**8th INTRA-DEPARTMENTAL MOOT COURT
COMPETITION**

ON

18th – 19th March 2024.

ORGANISED BY-

**DEPARTMENT OF LAW
INVERTIS UNIVERSITY, BAREILLY**

RULES AND REGULATIONS-

➤ LANGUAGE

- The language of the Competition shall be English.

➤ TEAM COMPOSITION

- A team shall comprise of FOUR members. (Two of them shall be designated as Speakers and two Researchers)
- It is MANDATORY for everyone to have the following composition of members:
 - At least one team member from 1st year of either LLB or integrated LLB.
 - At least one team member from 2nd year onwards of either LLB or integrated LLB.
- The Researcher may be permitted to argue as Speaker in case of illness or any unforeseen event, but the permission of the Moot Court Convener in such case shall be mandatory.
- Each team will be allotted one or two mentor on the basis of availability of mentors from final year (LLB and integrated LLB) as well as teams.

➤ DRESS CODE:

- The participants shall adhere to the following dress code when present in any courtroom during the Competition.
 - i. **Girls:** White Shirt, Black Trousers, Black tie along with black coat and black shoes.
 - ii. **Boys:** White Shirt, Black Trousers, Black tie along with black coat and black shoes.

➤ PARTICIPATION AND REGISTRATION PROCEDURE

- Teams must register by 05-03-2024 by Submitting Google Form.
- Google Form Registration Link (<https://forms.gle/JnBnzqJxzp4L81nNA>)
- The teams can email us at mcc@invertis.org for any query.
- Registration will be entertained of 16 teams only. (First come first serve rule)
- Teams shall be allotted a Team Code upon confirmation of participation.

➤ MEMORIALS

- All memorials submitted for all purposes of the Competition shall strictly adhere to the rules of the Competition. Each Team participating in the Competition must prepare one Memorial on behalf of Petitioner(s)/Appellant(s) and one on behalf of the Respondent(s).
- The soft copy needs to be submitted by 5:00 PM on 14th March 2024. After the said timings, 1 mark per hour will be deducted till 11:59 PM on 10th March 2024 (The soft copy needs to be in (.docs/.pdf form only)
- Each team must submit **3 HARD COPIES** of the Memorials from each side.
- Hard copies of the memorial must reach to the organizers latest by 15th March 2024, 03:00 PM Noon failing to which will lead to the deduction of 1 mark per hour. The deadline is 14th March 2024, 5:00 PM. No hardcopy/softcopy of Memorials shall be accepted beyond the prescribed deadline and after this deadline, the team shall stand disqualified.
- Petitioner's memorials are required to have a **BLUE** cover and Respondent's memorials are required to have a **RED** cover.
- The memorials shall not contain any form of identification apart from the team code. If any such identification or mark, symbol, etc. which has the effect of identifying the team is found on the memorial, then it shall result in instant disqualification.
- A penalty of 1 mark shall be levied in case the memorial is submitted in any other format or as a multiple file by the team. **The hard copy of the memorial must be exact replica of the soft copy submitted to the Organizers.**

➤ **GUIDELINES FOR FORMATTING:**

- **Memorial Structure:** The memorial must have following pages only:
 - Cover Page – The cover page shall contain the case title, side of the memorial, year of competition, name of the Court and team Code on top right corner.
 - Table of Contents
 - List of Abbreviations
 - Index of Authorities
 - Statement of Jurisdiction
 - Statement of Facts
 - Issues Raised
 - Summary of Arguments

- Pleadings /Arguments Advanced
- Prayer

Team Code: The team code must be ascribed on the top right corner of the cover page.

Content Specifications: The following content specifications must be strictly adhered to:

1. Font and Size (General) - Times New Roman, 12
2. Line Spacing (General) - 1.5 lines
3. Font and Size (Footnotes) - Times New Roman, 10 Line Spacing (Footnotes)- Single line (1.0 line)
4. Page Margins - 1 inch on all sides
5. The Hard Copies of the Memorial shall be printed on only one side.
6. The citation should follow the 20th edition of Harvard Bluebook.
7. Speaking footnotes or endnotes are not allowed.

Note: All copies of memorial shall be spirally binded.

➤ **MARKING CRITERIA FOR MEMORIALS:**

- Front page
- Index
- Jurisdiction
- Facts
- Prayer
- Citation

➤ **RULES FOR THE ORAL ROUNDS:**

- **Draw of Lots:** The match of teams in Preliminary Rounds shall be determined based on draw of lots. Draw of lots and Memorial Exchange shall take place on 12th March 2024.

Knowledge of Facts	10
Knowledge of Law	10
Proper and Articulate Analysis	10
Evidence of Original Thought	10

Grammar and Style	10
Correct Format and Citation	10
Extent and Use of Research	20
Clarity and Organization	20
TOTAL	100

➤ **PRELIMINARY ROUNDS:**

- The preliminary rounds will be held on March 18, 2024. The Preliminary rounds shall comprise of One Round of oral arguments subject to the allotment of team codes. In the preliminary round, each team shall have to argue once only.
- Each team will get a total of 20 minutes to present their case. This time will include rebuttal and sur-rebuttal time (if permitted by the judge(s)). The division of time per speaker is left to the discretion of the team. Rebuttals can be assigned for a time of notmore than 5 minutes.
- The oral arguments should be confined to the issues presented in the memorial. The researcher may sit with the speakers during the oral rounds. Maximum scores for the oral rounds shall be 100 marks per speaker per judge. The speakers can provide the copies of the compendium, only if the same is permitted by the panel of judges in theirrespective court rooms. No two Teams will argue against each other more than once inthe Preliminary Rounds.

➤ **QUARTER FINAL ROUNDS:**

- The Quarter final rounds shall comprise of Eight Teams. The Quarter Final rounds shall take place on March 18, 2024. The Winner of the Preliminary Rounds shall be declared qualified for the Quarter final rounds.
- The match of teams in Quarter Final Rounds shall be determined based on the draw of lots. Each team will get a total of 30 minutes to present their case which will include rebuttal. Sur-rebuttal can take place on the discretion of the judge(s). Timing of Rebuttal will be of 5 minutes.

➤ SEMI FINAL ROUNDS:

- The Semi Final rounds shall comprise Four Teams. The Semi Final rounds shall take place on March 19, 2024. The winner of the Quarter final rounds shall be declared qualified for the Semi Final Rounds.
- The match of teams in Semi Final Rounds shall be determined based on draw of lots. Each team will get a total of 30 minutes to present their case which will include rebuttal. Sur-rebuttal can take place on the discretion of the judge(s). Timing of Rebuttal will be of 5 minutes.

➤ FINAL ROUNDS:

- The Final Rounds shall also take place on March 19, 2024. The two teams who stand declared as winners of the Semi Final Rounds shall qualify for the Final Rounds. Each team will get a total of 35 minutes to present their case which will include rebuttal and sur-rebuttal time (if permitted by the judge(s)).
- The Winner of the Final Round shall be the winner of the Competition.

➤ GENERAL RULES:

- In case of evaluation of all the Rounds, the Memorial Marks shall not be included to decide the merit.
- But in case a tie takes place in the Quarter Final, Semi Final or Final Rounds, the marks of the Memorial shall be included for deciding the winner.
- The decision of the judges regarding the outcome of the rounds shall be final.
- Scouting Teams shall not be allowed to observe the orals of another team unless they have been officially knocked-out of the competition. Scouting is strictly prohibited. Scouting by any team shall entail instant disqualification.

RESEARCHER'S TEST:

- The "Researcher Test" shall take place on March 16, 2024. Only the Researcher, as indicated in the team registration form, shall take the researcher test.
- The speaker can only take the researcher test if the team comprises two speakers only, which shall be communicated well in advance.
- The test shall be limited to general understanding of law and to the moot proposition.

MOOT PROBLEM

1. Surrogacy, in the State of Indica, has experienced a rise in recent years, especially due to its cost effective and efficient procedure. In the absence of strict legislation in the State of Indica, the terms and conditions of surrogacy are governed by establishing contractual relationships, wherein the right sand liabilities of contracting parties are enumerated.
2. Mr. and Mrs. Seghal a married couple (aged 34 & 33 respectively), registered under the Special Marriage Act, 1954, belonged to a reputed industrial family, and are eminent on social media for their philanthropic activities. The couple found them in despair upon finding out thatthey was not capable of conception, owing to infertility. Even the doctors had given a certificate regarding their in ability to conceive, along with an indication necessitating gestational surrogacy and likewise, suggested them to visit an ART Clinic for obtaining a child through surrogacy. Upon reading an article in the National Daily (a leading newspaper), Mr. and Mrs. Sehgal were informed about the efficient procedure of surrogacy being practiced in the DLA Hospital, based out of Cati, the capital of Indica. Based on this, the couple decided to get a child through surrogacy.
3. Being further informed about the changes brought about in the Surrogacy (Regulation) Act, 2021, both Mr. and Mrs. Sehgal approached blood relatives on their respective sides of the family to convince them to act as a surrogate mother. However, to their further despair, women on both sides of the family refused to carry Mr. Seghal's child in their womb.
4. Now, since they do not know who would act as a surrogate mother, the couple approached the ART Clinic of the DLA Hospital (duly registered under the Surrogacy (Regulation)Act, 2021), whereby, after executing a Non-Disclosure and Confidentiality Agreement, an appointment was booked with the leading doctor in this field, Dr. Khan. After being informed of the advantages and side effects of the procedure, the couple was convinced that getting a child through surrogacy is a safe and effective procedure. Thereafter, they decided to hire a surrogate mother.
5. After one week of the said approval, DLA Hospital found a potential candidate in Ms. Khan, and she was soon approached by Dr. Khan requesting her to carry Mr. Seghal's surrogate child. Ms. Khan, a widow, aged about 32years, was already a mother to a 3-year-old daughter, named Alia. After deliberation and owing to her financial crunch, Ms. Khan accepted the offer and was willing to carry the child. Soon, Mr. and Mrs.

Sehgal were informed of this proposition, and they willingly accepted Ms. Khan to be the surrogate mother. Thereafter, they applied for a certificate of recommendation under Section 4 of The Surrogacy (Regulation) Act, 2021 which was duly granted to them by

the Board.

6. The terms and conditions for the contract were negotiated upon, and finally, the couple agreed to compensate upon the following:

I. Market rate for the cost of surrogacy at INR xyz

II. Market rate for the cost of all unsuccessful attempts of surrogacy at INR xyz

III. Market rate of medical costs for the surrogate mother at INR xyz

IV. Market rate for each hospital visit for the surrogate mother

V. Market rate for the cost of medical tests for surrogate mother at INR xyz

VI. Market rate for the cost of a hospital room and other services during childbirth at INR xyz

VII. Cost of the surrogate mother being unable to work during pregnancy at INR xyz

VIII. Insurance coverage for surrogate mother covering postpartum delivery complications up to thirty-six months after delivery at INR xyz

IX. Expenses for meeting the educational cost of the first child of the surrogate mother, Alia, up to her graduation

X. Miscellaneous expenses to the extent of INR xyz.

7. Other relevant terms and conditions casting an obligation over the contracting parties involved:

I. The surrogate mother to be of a fit and healthy condition, both mentally and physically, and to remain to be fit and healthy and not work during the term of pregnancy.

II. The surrogate mother is to bear the child in good-will and after the birth, to surrender the child and relinquish all the rights to the intending parents.

III. The intending parents, under no circumstances, to decline acceptance of the child after birth, irrespective of its physical or mental condition.

IV. The surrogate mother is to be less than 35 years of age.

V. The surrogate mother is to be free from the consumption of alcohol, cigarettes, or any other form of intoxication.

VI. The Surrogate (unborn) Child to be the successor to all the properties belonging to the Sehgal's.

8. An agreement was signed between the intending parents (Mr. and Mrs. Seghal) and the surrogate mother (Ms. Khan) with the same terms and conditions mentioned above, and duly registered with the Office of Registrar after payment of the requisite stamp duty. Further, the intending parents were willing to assist Ms. Khan over and beyond the Contractual expenses, overreaching the scope of altruistic surrogacy.
9. The sperm was handled in the clinic and thereafter, the gamete was transferred into Ms. Khan's body. Soon after, Ms. Khan conceived, and the intending parents were informed about the good news.
10. Ms. Khan took an unpaid maternity leave from her employer and started focusing on keeping her physical and mental balance, as mandated in the contract. Ms. Khan frequently visited the hospital for regular check-ups and met Dr. Khan for his recommendations. Further, Mr. and Mrs. Seghal frequently enquired about her well-being and Ms. Khan was more than responsive to the couple in this regard.
11. All seemed well, until the latter half of the seventh month of pregnancy when Ms. Khan started feeling emotionally attached to the child. The idea that she would have to surrender the child started creating a sense of fear within her and she started keeping anxious. She held those feelings within her for another couple of weeks and behaved as if everything was normal.
12. However, one fine day, during the seventh month of Ms. Khan's pregnancy, Mr. and Mrs. Sehgal hailed their fate after they naturally conceived a child. When this information reached Ms. Khan, her feelings for the child within her grew even more.
13. It was only in the latter half of the eight months of pregnancy that Ms. Khan had certainly decided that she would not be able to give up on the child. The obligations arising under the contract started making her feel bound and imprisoned. The only viable option Ms. Khan could think of was to abscond and never be found in the city of Cati again. Even though she felt horrible for committing such an act and she could sense the feeling of disappointment within the intending parents, the feelings flowing within her made her encompass all the guilt and she convinced herself to abscond.
14. In the last week of her eight months of pregnancy, she decided to execute her plan. One fine night, just before absconding to a very private and low life, she sat down and wrote a letter informing the hospital and the intending parents about her disappearance. Owing to her lack of education, she could not properly express herself in words, however, she tried. The relevant abstract from the letter can be found herein under as:

15. “My sincere apologies to Mr. and Mrs. Sehgal, who for all these months have only treated me as their own, I could not imagine the level of pain I bring to you and would never be able to completely release myself from this guilt. However, at this point, I have become helpless and the love I possess for the child growing within me has taken over any other feeling that I might embark upon. I apologize to the DLA hospital, as well as Dr. Khan, who has taken great care of me. I understand I will never become worthy of your pardon, but just believe that I have become helpless. I think even almighty wanted me to have this child, as he blessed your womb with another child despite doctors declaring you unfit for the same. I have decided to raise the baby within me as my own child. Please let me adopt this child. This is the demand of the Almighty.”
16. She sent the above letter by post to Mr. and Mrs. Sehgal and to Dr. Khan. Shocked upon receiving the letter, Mr. and Mrs. Sehgal personally searched for Ms. Khan’s whereabouts for a few weeks, but to no avail. However, they did not approach authorities for help in searching Ms. Khan. This is because they did not want their infertility and surrogacy issues to be revealed in public through the media. Nobody could trace Ms. Khan. The couple soon accepted that this was part of their fate and discontinued their search.
17. Thereafter, Mrs. Sehgal gave birth to a boy child and named him Shashwat. They continued with their lives and remained a happy family.
18. Ms. Khan also gave birth to a boy child and named him Abram and all three of them lived in their humble dwelling in a suburb, Sicily. Abram was very ambitious, hard working, and studious. To fulfill his dream of becoming successful in life, he chose engineering as a career path and at the age of 18 obtained the first rank in the prestigious Engineering Entrance Exam of Indica. While packing for his shift to the Indica Institute of Technology, Cati he came across a copy of the contract signed between Mr. and Mrs. Sehgal and Ms. Khan and realized that Ms. Khan was not his biological mother. It was Mr. & Mrs. Sehgal who were his biological parents. At the same time, he was destroyed with the feeling of ecstasy and sorrow and wanted to meet his biological parents.
19. Abram was quick to take a bus and travel to Cati, where the Sehgal family resided. After reaching the residence of the Sehgal’s, he was informed by an estate manager that Mr. & Mrs. Sehgal had left for heavenly abode in a flight crash a year ago intestate and now all the properties and businesses of Mr. & Mrs. Sehgal belong to Shashwat, being the only successor. Abram had come to meet his parents, however, in their absence; he

staked a claim in Mr. Seghal's properties as a successor based on the Surrogacy Contract's clause (VI) before Shashwat. However, Shashwat showed the letter written by Ms. Khan seeking the adoption of Abram and based on the same, rejected Abram's claim.

20. Left with no other choice, Abram, with the help of his advocate filed a civil suit in the District Court of Cati, seeking declaration that all the self-acquired property of Mr. & Mrs. Seghal belonged to him and thereby, sought their possession. In this regard, the Civil Court framed the following issues:

- a. Whether Plaintiff is a lawful issue of Mr. & Mrs. Seghal or is Ms. Khan under the ART Act & Surrogacy Act, 2021?
- b. Whether the contract for surrogacy was valid and enforceable?
- c. Whether clause (VI) of the contract for surrogacy is a will of Mr. & Mrs. Seghal in favour of the Plaintiff?
- d. Whether the contract for surrogacy stood repudiated by the parties?
- e. Whether the Plaintiff stood adopted by Ms. Khan through the conduct of the parties?
- f. Whether the Plaintiff has any stake in the properties of the Seghals, either by succession or by will?

21. The civil court ruled in favour of Abram holding that:

- a. The Plaintiff is a lawful issue of Mr. & Mrs. Seghal.
- b. The contract remained valid as it was altruistic in nature.
- c. Clause (VI) cannot act as a will as it was done in ignorance of the fact that Ms. & Mrs. Seghal can naturally become parents.
- d. The contract was never repudiated expressly by the parties.
- e. Ms. Khan cannot unilaterally adopt the child without an express permission from the Seghals.
- f. Under the ART Act & Surrogacy Act, the surrogate child has rights in the property of the commissioning couple and thus, Abram is a successor and a rightful claimant to fifty percent of the properties owned by the Seghals.

22. Highly aggrieved by the Civil Court's order, Shashwat appealed in the High Court of Cati, which overturned the Civil Court's order stating that since Ms. Khan accepted money for the education of her daughter, Alia, the surrogacy contract became

commercial in nature. Hence, being contrary to the law, the contract, including clause (VI) was held to be void. Moreover, there was an implied termination of the contract by the act of the parties and Abram stood adopted by Ms. Khan by implied permission from the Sehgal's, as they made no end eavour to search for Ms. Khan by approaching the authorities and lodging FIR etc. Hence, Abram has no right to the properties of the Seghal's, as he stood adopted by Ms. Khan. However, the counsel of Abram through an oral application made before the High Court obtained a certificate to appeal before the Supreme Court of Indica under the Constitution of Indica. Based on the said certificate, Abram approaches the Supreme Court of Indica.

23. This matter has reached the Supreme Court of Indica and is listed for final hearing. The Court has directed that the parties must address the following issues, amongst others:

24. ISSUES TO BE ADDRESSED:

- a. Whether the appeal is maintainable before the Supreme Court of Indica?
- b. Whether the Surrogacy Contract was valid between Mr. and Mrs. Sehgal and Ms. Khan under the Surrogacy (Regulation) Act, 2021?
- c. Whether Abram stood adopted by Ms. Khan?
- d. Whether Abram has any right in the property of the Seghal's?

25. Note: For the purpose of this moot preposition, the laws and Constitution of Republic of Indica are in pari-materia to that of Republic of India.

NOTE- For any enquiry, Kindly email on mcc@invertis.org

Regards,
MCC