



LAW CENTRE-I
FACULTY OF LAW
UNIVERSITY OF DELHI



presents

1st R.N. MITTAL
MEMORIAL NATIONAL
MOOT COURT COMPETITION

24TH , 25TH & 26TH
APRIL 2026



**MOOT COURT SOCIETY
LAW CENTRE-I**

FACULTY OF LAW, UNIVERSITY OF DELHI

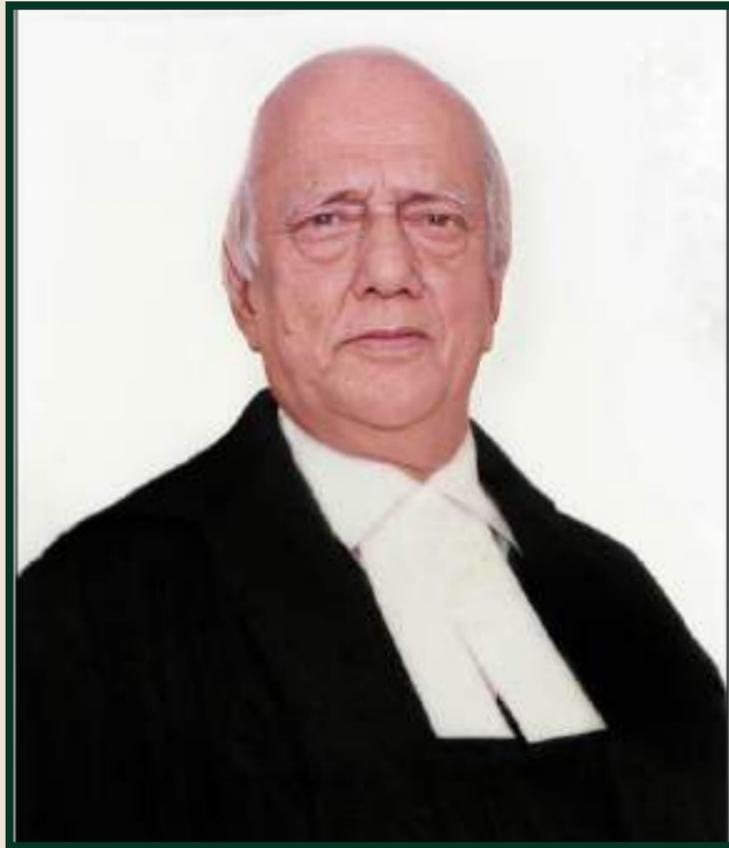
OFFICIALLY COLLABORATES WITH



**R.N. MITTAL
MEMORIAL TRUST**

*FOR THEIR ANNUAL
NATIONAL MOOT COURT
COMPETITION*

HONOURING A LEGACY



SHRI R.N. MITTAL
Senior Advocate

It is with profound respect and a deep sense of heritage that **Law Centre-I, Faculty of Law, University of Delhi**, welcomes you to the **1st R.N. MITTAL MEMORIAL NATIONAL MOOT COURT COMPETITION 2026**. This event, held in official collaboration with the **R.N. Mittal Memorial Trust**, is more than a competition; it is a tribute to a man whose life was a testament to the transformative power of the law.

The story of Shri R.N. Mittal, Senior Advocate, is one of accidental destiny and purposeful service. A scholar who moved to Delhi to support a family member in medical distress, he chose to utilize his time constructively by enrolling in law school. What began as a "constructive use of time" blossomed into a legendary career marked by integrity, public service, and a relentless pursuit of justice.

Shri R.N. Mittal's impact extended far beyond the courtroom. He believed that professional success was a tool for social upliftment. Today, his ancestral village stands as a living monument to his efforts—transformed by his advocacy to include reliable electricity, water, and paved roads, a fully functional school up to Class 12 and a Primary Health Center bearing his name, continuing to serve the community under the Government of Haryana.

Within his own family and the broader community, Shri R.N. Mittal was a silent revolutionary for gender equity. At a time when societal norms often restricted women's professional aspirations, he stood as a pillar of support. By encouraging the first female graduates and lawyers in his family, he broke centuries-old glass ceilings. His legacy lives on in a family of professionally qualified women—doctors, CAs, and lawyers—who owe their careers to his unwavering belief in their potential.

As we gather for this competition, we do not just argue points of law; we celebrate the values of empathy, resilience, and community service that Shri R.N. Mittal personified. We thank the **R.N. Mittal Memorial Trust** for its collaboration in keeping this flame of excellence alive for the next generation of legal minds.



MESSAGE FROM THE FACULTY CONVENOR

Esteemed Legal Fraternities, Faculty Members, and Future Advocates,

It is with immense pride and a deep sense of responsibility that I, on behalf of the Moot Court Society, Law Centre-I, Faculty of Law, University of Delhi, extend a warm and cordial invitation to your prestigious institution for the **1st R.N. Mittal National Moot Court Competition, 2026**.

As Law Centre-I embarks on this landmark journey, the first edition of the R.N. Mittal National Moot Court Competition aims to challenge students with complex legal problems that reflect the evolving socio-legal landscape of our country and provide a rigorous environment where students can refine their oral and written submissions under the scrutiny of seasoned legal experts, bringing together the brightest young legal minds from across India to engage in a healthy exchange of ideas and legal interpretations.

There is a unique energy that surrounds a maiden edition. We are pouring our collective passion into ensuring that this debut sets a high standard for years to come. With the guidance of Shri Puneet Mittal, Senior Advocate, participants will have the rare opportunity to showcase their skills before an audience of distinguished judges and senior practitioners, all while experiencing the historic academic legacy of the University of Delhi.

We invite your institution to be a part of this historic beginning. Let this competition be the stage where your students test their mettle, hone their craft, and contribute to the rich tradition of legal advocacy in India.

We look forward to welcoming your team to the vibrant campus of Law Centre-I and witnessing the sharp legal minds of tomorrow in action.

Warm Regards,
Dr. Apeksha Kumari
Convenor, Moot Court Society, Law Centre-I,
Faculty of Law, University of Delhi



MESSAGE FROM FOUNDER

PUNEET MITTAL

SENIOR ADVOCATE

CHAIRMAN, R.N. MITTAL MEMORIAL TRUST

It gives me immense pleasure and a sense of profound pride to pen this message for the inaugural edition of the **1st R.N. Mittal Memorial National Moot Court Competition, 2026**.

This competition is more than just an academic exercise; it is a heartfelt tribute to the enduring legacy of my late father, **Sh. R.N. Mittal, Senior Advocate**. Throughout his distinguished career, he remained a steadfast believer in the transformative power of legal education and the necessity of nurturing young minds with the virtues of integrity, rigorous research, and fearless advocacy. By institutionalizing this National Moot Court Competition, we aim to carry forward his vision and provide a platform where the next generation of legal luminaries can hone their skills.

I am particularly delighted to collaborate with the **Moot Court Society, Law Centre-I, Faculty of Law, University of Delhi**. As one of the premier institutions for legal studies in the country, Law Centre-I has consistently produced advocates of the highest caliber. Their commitment to excellence makes them the ideal partner to host this tribute to a man who dedicated his life to the pursuit of justice.

To the participants joining us from across the nation: remember that mooting is not merely about winning an argument, but about understanding the soul of the law and the responsibility that comes with the robes. I am eager to see the intellectual rigor and passion you will bring to the courtroom.

I extend my best wishes to the organizing committee, the faculty, and all the participants for a successful and intellectually stimulating competition. May this be the first of many years where we celebrate the spirit of law in the memory of late Sh. R.N. Mittal, Senior Advocate.

Sh. Puneet Mittal
Senior Advocate,
Supreme Court of India

MESSAGE FROM PRATIMA & ARVIND GUPTA

FOUNDER MEMBERS



PRATIMA K. GUPTA
Ex-Judicial Officer, CAT

When I joined as Members Judicial Central Administrative Tribunal, he was not just a guiding force but a tool, who navigated my journey as a Judicial Member through his statements and belief.

He had a tough mind and a considerate soul that inspired me to belief in him and follow his path. He said

"You are dealing with people's livelihoods. Never hesitate while giving, but before you sign a dismissal or an adverse order, always take a second look. Let no one be harmed by your hand."

"Keep your nature like ice—completely cool. Remember that you were a lawyer before your current assignment, and you will be a lawyer after. Stay grounded in your original form."

In the year 1994, I became part of his institution. He nurtured my career and guided me to go forward. His thoughts and foresight gave me the transition from a lawyer to an Advocate. Thanks to him, I learnt the niceties of law and could approach the complex problems at ease and comfort.

There were the times battling with to find solutions to the cases before me and his one statement:

"That the Job of Advocate begins when everything stops, there are only two types of problems, one's with Solution and the other without. The one's that have a solution, the solution would come to everybody. The problems they don't have the solution probably come to us Advocates."



**ARVIND KUMAR
GUPTA**
Advocate

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 *mansa* (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 LAW CENTRE-I

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.



TIMELINE OF THE MOOT

 19 Mar 2026 Thursday	RELEASE OF OFFICIAL BROCHURE & MOOT PROPOSITION
 27 Mar 2026 Friday	REGISTRATION BEGINS
 5 Apr 2026 Saturday	LAST DATE TO SEEK CLARIFICATIONS
 8 Apr 2026 Thursday	PUBLICATION OF CLARIFICATIONS
 14 Apr 2026 Tuesday	REGISTRATION DEADLINE
 21 Apr 2026 Tuesday	LAST DAY TO SUBMIT MEMORIALS
 24 Apr 2026 Friday	INAUGURAL CEREMONY & PRELIMINARY ROUNDS
 25 Apr 2026 Saturday	QUARTER-FINAL & SEMI-FINAL ROUNDS
 26 Apr 2026 Sunday	FINAL ROUND & VALEDICTORY CEREMONY



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 are eligible to participate in the competition.



REGISTRATION

Registration Form SHALL be active from **27th March 2026**. Interested Teams from any eligible Institute shall confirm their participation by **14th April 2026**, 11:59 PM. The Registration Link will include the Account Details for the Registration Fee.



REGISTRATION LINK



DRIVE LINK

AWARDS AND PRIZES

₹ 51,000

WINNING TEAM

₹ 25,000

RUNNERS-UP

₹ 15,000

2nd RUNNERS-UP

₹ 10,000

Best Researcher

₹ 10,000

Best Memorial (Petitioner)

₹ 10,000

Best Memorial (Respondant)

₹ 10,000

**Best Advocate / Speaker
Finals**

₹ 10,000

**Best Advocate / Speaker
Prelims**



FORMAT

The 1st R.N. MITTAL MEMORIAL NATIONAL MOOT COURT COMPETITION 2026 will be held on 24th, 25th and 26th April 2026 in the OFFLINE MODE, as per the schedule attached.



RESEARCHERS TEST

There will be a Researcher Test exclusively for researchers (20 Marks) in between the rounds as per the convenience of the organizers.



ROUNDS

The competition will have FOUR rounds – Preliminary Round, Quarter Final, 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.
- Top 16 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.
- Quarter-Final, Semi-final and Final shall be knockout rounds.



TEAM COMPOSITION

- Each team shall consist of a **minimum of 2 members and maximum of 3 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.

GUIDELINES FOR THE MEMORIAL

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 (22nd Edition)** 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 **21st April 2026**, 11:59 PM. Submissions shall be made in .pdf format. Submissions of memorials from both the sides, shall be made through email, sent to rnmittalmoot@gmail.com with the title: "Memorial Submission--".

Memorial files shall be named as <teamcode><C/R>.

IMPORTANT GUIDELINES

- Participants may email their compendiums, if any, on **rnmittalmoot@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.
- 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).

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-I. 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 rnmittalmoot@gmail.com with subject title 'Problem Clarification'. The last date for seeking any such clarification is **5th April 2026**, till 11:59 PM. The same shall be released on **8th April 2026**. Any general clarifications which may be regarding registration/submission of memorials/technical difficulty can also be mailed at rnmittalmoot@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.

SCORING

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

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

RESEARCHERS' TEST - 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 Test" 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.

MOOT PROPOSITION

1. The Republic of Arunashtan is a sovereign, democratic republic whose constitutional framework, statutes, and legal principles are *pari materia* to those of India. The legal system incorporates analogous provisions from The Constitution of India, the Indian Penal Code, 1860 (now repealed in India), the Code of Civil Procedure, 1908, the Code of Criminal Procedure, 1973 (now repealed in India); the Arbitration and Conciliation Act, 1996, the Real Estate (Regulation and Development) Act, 2016 (RERA); the Insolvency and Bankruptcy Code, 2016 (IBC), and the Information Technology Act, 2000.
2. M/s. Skyline Realty Developers Private Limited ("Skyline"), a prominent real estate developer, launched a premium residential project named "Celestial Heights" in the year 2015 in the city of Vivekanagar. The project was advertised extensively, featuring a popular film actor, Mr. Vikram Suryavanshi, and a celebrated cricketer, Ms. Priya Rajawat. Their images, likenesses, and simulated endorsements were used in promotional materials, hoardings, and television commercials without their explicit consent, implying their association and endorsement of the project's quality and timely delivery.
3. Between 2015 and 2018, approximately 1500 homebuyers executed Agreements for Sale with Skyline, investing substantial sums of money. The project was registered under the Arunashtan Real Estate (Regulation and Development) Act, 2016 (ARERA) in 2017. The agreements contained a standard arbitration clause stating that all disputes arising from or relating to the agreement shall be referred to arbitration seated in Vivekanagar, governed by the Arbitration and Conciliation Act, 1996 of Arunashtan.
4. By the stipulated completion date of December 2019, only 30% of the construction was complete. Skyline repeatedly failed to meet revised deadlines. Consequently, in early 2020, multiple homebuyers, acting individually and through an association named "Celestial Heights Allottees Welfare Association" (CHAWA), filed complaints before the ARERA Regulatory Authority. The Authority, after due inquiry, found Skyline guilty of unfair trade practices and violation of its commitments, directing refunds with interest to several allottees. Skyline appealed these orders before the ARERA Appellate Tribunal.

5. Concurrently, invoking the arbitration clause, Skyline initiated arbitration proceedings against a group of 200 allottees who had issued legal notices demanding specific performance or refund. The sole arbitrator, a retired judge, was appointed as per the clause. The allottees contested the jurisdiction of the arbitrator, arguing that the ARERA Act provided a special statutory mechanism that overrode the arbitration agreement. This preliminary objection was overruled by the arbitrator, leading to parallel adjudicatory forums.
6. Meanwhile, in mid-2020, Mr. Vikram Suryavanshi and Ms. Priya Rajawat filed separate civil suits before the District Court, Vivekanagar, against Skyline, seeking permanent injunction and damages for the unauthorized commercial exploitation of their personality rights. They contended that the misuse of their persona constituted a tort of misappropriation of personality, violated their right to publicity, and amounted to false endorsement under the common law action of passing off. The District Court granted interim injunctions restraining Skyline from using their likenesses.
7. Facing mounting liabilities from ARERA orders, arbitration awards (some of which were in favour of allottees), and civil suits, Skyline's financial condition deteriorated. In January 2021, a financial creditor of Skyline, M/s. Steadfast Finance Limited, filed an application under Section 7 of the Arunashtan Insolvency and Bankruptcy Code, 2016 (AIBC) before the National Company Law Tribunal (NCLT), Vivekanagar Bench, for initiation of Corporate Insolvency Resolution Process (CIRP) against Skyline for a default of INR 200 crores.
8. The NCLT admitted the application and declared a moratorium under Section 14 of the AIBC. This moratorium halted all ongoing ARERA proceedings, arbitration hearings, and the civil suits filed by the celebrities. The homebuyers, represented by CHAWA, filed claims with the Interim Resolution Professional (IRP) as financial creditors under Section 5(8)(f) of the AIBC, based on the amounts paid for the acquisition of the flats.

9. During the CIRP, a forensic audit initiated by the IRP allegedly uncovered serious financial irregularities. The audit report suggested diversion of project funds, fabrication of books of account, and the creation of shell companies to siphon off homebuyers' money. Based on these findings, and amidst growing public protest, CHAWA, through its President, Mr. Ram Mehta, lodged a comprehensive written complaint with the Central Bureau of Investigation (CBI) in July 2021, alleging cheating, criminal breach of trust (Sections 420 and 406 of the Arunashtan Penal Code), criminal conspiracy (Section 120B), and forgery (Sections 467, 468, 471) by Skyline, its Directors - Mr. Arjun Kapoor (Managing Director) and Ms. Natasha Reddy (Executive Director) - and its statutory auditors.
10. The CBI, after a preliminary inquiry, registered an FIR No. RC/05/2021/Vivekanagar against M/s. Skyline Realty Developers Pvt. Ltd., Mr. Arjun Kapoor, Ms. Natasha Reddy, and other unknown public servants and private persons for the aforementioned offences. The investigation purported to examine whether the funds collected from homebuyers were fraudulently misappropriated with criminal intent from the inception of the project.
11. In response, the accused persons (Arjun Kapoor and Natasha Reddy) filed Criminal Miscellaneous Petitions before the High Court of Vivekanagar under Section 482 of the Code of Criminal Procedure of Arunashtan, seeking quashing of the FIR. Their primary contention was that the disputes were purely civil and contractual in nature, arising from business failures and delays common in the real estate sector, and were already being adjudicated through ARERA, arbitration, and the AIBC processes. They argued that superimposing criminal proceedings amounted to an abuse of the process of the court.

12. The High Court of Vivekanagar, in a common judgment dated March 15, 2023, dismissed the quashing petitions. The Court held that the allegations of fraudulent inducement, forgery of documents, and criminal breach of trust, as suggested by the forensic audit, disclosed prima facie cognizable offences. The Court reasoned that the existence of parallel civil or statutory remedies did not automatically bar criminal investigation, especially where allegations pointed to criminal intent ab initio. The moratorium under AIBC, it held, did not apply to criminal proceedings against the natural persons who were the directors of the corporate debtor.
13. Aggrieved by the High Court's order, Mr. Arjun Kapoor and Ms. Natasha Reddy have filed a Special Leave Petition before the Supreme Court of Arunasthan under Article 136 of the Constitution, seeking special leave to appeal and praying for the quashing of FIR No. RC/05/2021/Vivekanagar and all consequent criminal proceedings.
14. The homebuyers (CHAWA and Mr. Ram Mehta) and the CBI are the contesting respondents. The Resolution Professional for Skyline (as the corporate entity is under CIRP) and the celebrities (Mr. Vikram Suryavanshi and Ms. Priya Rajawat) have also been impleaded as necessary parties, given their vested interests in the outcomes of the litigation and the subsequent assets of Skyline.
15. The Supreme Court of Arunasthan has granted leave and the appeal is now set for final hearing, presenting a complex interplay of civil, criminal, commercial, and technology laws, alongside nascent jurisprudence on personality rights, all set against the backdrop of protecting vulnerable homebuyers and ensuring the sanctity of criminal justice processes.

ISSUES FOR ADJUDICATION:

1. Whether the criminal proceedings initiated by the CBI, based on the complaint of the homebuyers, are liable to be quashed as an abuse of the process of the court, given the existence of and prior recourse to alternate dispute resolution forums including arbitration, statutory adjudication under ARERA, and the comprehensive insolvency resolution process under the AIBC?
2. Whether the allegations contained in the FIR, even if taken at their face value, disclose prima facie ingredients of the offences of cheating, criminal breach of trust, and forgery, or whether they pertain purely to civil/contractual disputes arising from business failure and project delays?
3. Whether the moratorium declared under Section 14 of the Arunashtan Insolvency and Bankruptcy Code, 2016, operates as a bar against the investigation and prosecution of the natural persons (Directors) of the Corporate Debtor for offences alleged to have been committed prior to the commencement of the CIRP?
4. Whether the unauthorized use of a celebrity's likeness and persona for commercial promotion of a real estate project, without consent, constitutes a violation of their personality rights (right to publicity/privacy) and amounts to the tort of misappropriation, and if so, what is the appropriate remedy and hierarchy of adjudication for such a claim, particularly when the corporate entity is under CIRP?

ANNEXURE 1

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Vivekanagar on this 15th day of September, 2018.

BETWEEN

M/s. SKYLINE REALTY DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having its registered office at Skyline House, Plot No. 7, Sector 12, Vivekanagar 400001 (hereinafter referred to as the "Promoter", which expression shall mean and include its successors and assigns) of the FIRST PART;

AND

Mr. Rajesh Sharma, son of Mr. Suresh Sharma, resident of B 204, Green Park Apartments, Andheri East, Vivekanagar 400093 (hereinafter referred to as the "Allottee", which expression shall mean and include his heirs, legal representatives, and permitted assigns) of the SECOND PART.

WHEREAS:

A. The Promoter is the absolute owner and developer of the piece and parcel of land bearing Survey No. 125/ Hissa No. 3, admeasuring 25,000 square meters, situated at Wakad Road, Kothrud, Vivekanagar 400055 ("Land").

B. The Promoter has developed the Land into a group housing project named "Celestial Heights" and is duly registered with the Arunashtan Real Estate Regulatory Authority (ARERA) vide Registration No. ARERA/PN/2017/1124 dated 12th January, 2017.

C. The Allottee, being desirous of purchasing a residential apartment in the said project, has applied for an apartment, and the Promoter has agreed to sell the same on the terms and conditions hereinafter mentioned.

D. The parties wish to record the terms and conditions of the sale in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APARTMENT:

The Promoter agrees to sell and the Allottee agrees to purchase the residential apartment bearing number C 1504 on the 15th floor, Tower C, and measuring approximately 1,250 square feet (super built up area), along with an undivided proportionate share in the Land admeasuring 18.75 square meters, hereinafter referred to as the "Apartment", more particularly described in the Schedule A hereunder written.

2. TOTAL CONSIDERATION:

The total consideration for the Apartment is fixed at INR 75,00,000 (Rupees Seventy Five Lakhs only) ("Sale Price"). This Sale Price is calculated on the basis of the super built up area at the rate of INR 6,000 per square foot and includes the cost of construction, the proportionate land cost, and all applicable taxes and levies as on the date of this Agreement.

3. PAYMENT SCHEDULE:

The Allottee shall pay the Sale Price as per the payment plan set out in Schedule B annexed hereto. The payment is linked to the stage of construction. Time is of the essence for the payment of each instalment. The Allottee acknowledges having made an initial payment of INR 7,50,000 (Rupees Seven Lakhs Fifty Thousand only) towards the Sale Price prior to the execution of this Agreement, the receipt of which is acknowledged by the Promoter.

4. POSSESSION AND COMPLETION:

The Promoter shall, subject to force majeure conditions and timely payments by the Allottee, complete the construction and offer possession of the Apartment to the Allottee by December 2019. The Promoter shall apply to the competent authorities for the issuance of the Occupancy Certificate and or Completion Certificate upon completion of the project.

5. INTEREST ON DELAY:

In case of delay in payment by the Allottee, the Allottee shall be liable to pay interest to the Promoter at the rate of 12 per cent per annum, being the rate prescribed under the ARERA Rules. Conversely, if the Promoter fails to offer possession of the Apartment by the agreed date, the Promoter shall be liable to pay interest at the rate of 12 per cent per annum to the Allottee on the amounts paid, unless the delay is due to force majeure.

6. SPECIFIC PERFORMANCE AND REFUND:

Without prejudice to any other right or remedy, if the Promoter fails to give possession of the Apartment in accordance with the terms of this Agreement, the Allottee shall be entitled to specific performance of the contract. Alternatively, the Allottee shall be entitled to a refund of the entire amount paid along with interest as stipulated in Clause 5 herein.

7. ARBITRATION:

All or any disputes arising out of or relating to this Agreement, including the interpretation or validity thereof, shall be referred to the sole arbitration of a retired judge of a High Court or the Supreme Court of Arunashtan, to be appointed by the Promoter with the consent of the Allottee. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of Arunashtan. The seat and venue of the arbitration shall be Vivekanagar. The decision of the arbitrator shall be final and binding on the parties.

8. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Arunashtan. Subject to the arbitration clause above, the courts in Vivekanagar shall have exclusive jurisdiction over all matters arising under this Agreement.

SCHEDULE A: DESCRIPTION OF THE APARTMENT

The Apartment No. C 1504, situated on the 15th Floor of Tower C in the project "Celestial Heights", comprises the following:

- (a) One (1) master bedroom with attached toilet and balcony.
- (b) Two (2) regular bedrooms with common toilet.c. One (1) living room cum drawing hall.
- (c) One (1) modular kitchen with utility area.
- (d) Internal flooring with vitrified tiles in all rooms and kitchen.
- (e) Marble flooring in the living room.
- (f) All internal walls with putty and emulsion paint.
- (g) Prepaid electricity meter and individual water meter connections.
- (h) All Apartment is more particularly delineated in the floor plan annexed hereto and marked Annexure A1.

SCHEDULE B: PAYMENT PLAN

S. No.	Stage of Construction	Percentage of Total Sale Price	Amount (INR)	Due Date / Event
1	At the time of Booking / Application	10%	750,000	Paid at the time of application
2	On execution of this Agreement for Sale	15%	1,125,000	Within 15 days of this Agreement
3	On completion of Foundation and Plinth Work	15%	1,125,000	Upon demand by Promoter with supporting documents
4	On completion of all floors up to 10th slab	20%	1,500,000	Upon demand by Promoter with supporting documents
5	On completion of all floors up to 20th slab	15%	1,125,000	Upon demand by Promoter with supporting documents
6	On completion of Brick Work and Plastering	10%	750,000	Upon demand by Promoter with supporting documents
7	On completion of Flooring and Internal Fixtures	10%	750,000	Upon demand by Promoter with supporting documents
8	On Offer of Possession / Grant of OC/CC	5%	375,000	At the time of offer of possession
	TOTAL	100%	7,500,000	

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first hereinabove written.

SIGNED AND DELIVERED

By the within named Promoter

In the presence of:

1. _____(Witness 1 Name)

Address:

Signature:

2. _____ (Witness 2 Name)

Address:

Signature:

For, M/s. SkylineRealty Developers Pvt. Ltd.
(Authorised Signatory)

Mr. Arjun Kapoor
Managing Director

SIGNED AND DELIVERED

By the within named Allottee

In the presence of:

1. _____ (Witness 1 Name)

Address:

Signature:

2. _____ (Witness 2 Name)

Address:

Signature:

Mr. Rajesh Sharma
Allottee

**LAW CENTRE-I
FACULTY OF LAW**



**Prof. (Dr.) Anju Vali Tikoo
HEAD & DEAN, FACULTY OF LAW**



**Prof. (Dr.) Manju Arora Relan
PIC, LAW CENTRE-I**

MOOT COURT SOCIETY, LC-I



**Dr. Apeksha Kumari
CONVENOR**



**Dr. Mercy K. Khaute
CO-CONVENOR**



**Dr. Megh Raj
FACULTY MEMBER**



**Dr. P. R. Kalidhas
FACULTY MEMBER**



**Dr. B.N. Dubey
FACULTY MEMBER**



**Dr. Shilpi
FACULTY MEMBER**



**Dr. Akshay Kumar
FACULTY MEMBER**



**Dr. Priti Singh
FACULTY MEMBER**



**Dr. Ravindra Kumar
FACULTY MEMBER**

STUDENT COORDINATORS

Moot Court Society, Law Centre-I

ANJALI- +91 8168649430

PRIYANSHU- +91 9555745554

NEHAL- +91 9163976333

VARUN- +91 9354190954

SHRIJANA- +91 9435412522

PIYUSH- +91 9110150387

FOR FURTHER INFORMATION

rnmittalmoot@gmail.com

 **[@mcslc1](https://www.instagram.com/mcslc1)**



**LAW
CENTRE - I**

**Faculty of Law
University of Delhi
Chhatra Marg, Delhi-110007**