



Invitation

31st January- 2nd February, 2014

5th Government Law College
International Law Summit 2014



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ABOUT GOVERNMENT LAW COLLEGE



Government Law College enjoys the distinction of being the oldest law school in Asia and has, since its inception in 1855, essayed a seminal role in the evolution of the legal and judicial landscape of India. Any discussion of India's legal system and culture today is incomplete, in fact, meaningless without a mention of Government Law College, Mumbai. Looking back over the years, one realizes the immeasurable role this pioneering law institution has played in the judicial, political and historical life of India. Government Law College, with its illustrious history and a heritage spanning over a century and a half, has nurtured some of the greatest minds of today, not only in the field of law but in various other walks of life.

In the 158th year of its glorious existence, this premiere institute of legal training has upheld its tradition of producing meritorious legal scholars who dedicate themselves to public service and reform. The generations of distinguished legal luminaries who have been nurtured by this unique institution, have made a seminal contribution globally, to the evolution of the legal fraternity.

The alumni of Government Law College have been pivotal in placing India on the globe even before she became independent. The great freedom fighter Lokmanya Balgangadhar Tilak was an alumnus of this institution. The former President of India, Smt. Pratibha Devisingh Patil also received her legal education from Government Law College.

The College also boasts of a history of an illustrious faculty including Chief Justice M. C. Chagla, Badruddin Tyebji, G. S. Rao, V. F. Taraporwala, N. H. C. Coyajee, B. G. Gokhale, S. G. Patwardhan, N. A. Palkhivala and Tehemtan Daruwala among others. Free India's first Law Minister and one of the principle architects of India's constitution- Dr. B. R. Ambedkar, Sir Dinshaw Mulla, Sir Bomanji Wadia and Shri. A. A. A. Fyzee have served as Principals of this historic Institution. With the strength of its glorious past, Government Law College strives incessantly and unremittingly towards a grand future.

SPIL MUMBAI

(Students for the Promotion of International Law, Mumbai)



In an increasingly integrated world with growing transnational interactions, the significance of International Law has never been greater. We, at SPIL Mumbai, strive towards taking legal studies to an empirical level and promoting law as an area of enquiry and study far beyond the realms of classrooms.

SPIL Mumbai was born in furtherance of a desire to understand the tumultuous nature of International Relations and to promote a greater awareness and appreciation of International Law.

This student-based organization seeks to encourage communication and co-operation among students and lawyers internationally. SPIL Mumbai relentlessly strives to provide greater opportunities for comprehensive studies of International cultures and legal systems, to facilitate global interactions and to publicize educational and career opportunities in International Law.

SPIL Mumbai has successfully organized several events, including a lecture on the working of the International Criminal Court by Professor William Burke White of the University of Pennsylvania, a Model United Nations - Student Exchange Program with students of the School of International Relations, Tehran and the Government Law College International Law Summit- which is held annually, in the month of February.

SPIL Mumbai also regularly organizes workshops on the basics of International Law, which have an overwhelming response from Law students across colleges and holds various Debates, Legal Paper Presentations and Intra College International Law Competitions.

AFFILIATIONS

Indian Society of International Law, New Delhi



ISIL, a premier national institution for teaching, research and promotion of international law, was established in 1959, primarily due to the efforts of the late V.K. Krishna Menon. Through its long and fulfilling journey it has earned a prestigious place among the community of International lawyers throughout the world. In more than four decades of its existence, ISIL, has grown into a prestigious research and teaching centre for International law in India. SPIL, Mumbai is honoured to be affiliated to the Indian Society of International Law, New Delhi. We would also like to express our heartfelt gratitude to the Society for all the guidance and assistance extended to us.

International Law Students' Association, Chicago : Registered Chapter



ILSA is a non-profit association of students and lawyers who are dedicated to the promotion of international law. ILSA provides students with opportunities to study, research and network in the International legal arena. The organization's activities include academic conferences, publications, global coordination of student organizations and the administration of the Philip C. Jessup International Law Moot Court Competition. ILSA serves as an umbrella organization for its member chapters. Chapters exist as independent entities, but are also members of the larger ILSA organization. This structure allows chapters to meet the unique needs of its members while still maintaining access to an international network of pooled academic and organizational resources. SPIL Mumbai is a registered Chapter of the prestigious ILSA, Chicago. ILSA has given SPIL Mumbai the opportunity to engage and interact with similar bodies from around the world on a global platform and SPIL has greatly benefitted from the same.

GLIMPSES OF THE PAST

Government Law College International Law Summit, 2013



The 4th Government Law College International Law Summit was held from 1st -3rd February 2013 encapsulating in it, absorbing and enlightening seminars, research paper presentations, a witness testimony session, a panel discussion and two novel competing fields – the Treaty Appreciation Competition and Judgment Deliberation Competition. Over the past few years Alternative Dispute Resolution (ADR) has been gaining significant importance over the practice of litigation; keeping that in mind the Students for the Promotion of International Law (SPIL), Mumbai envisaged organising the 4th Government Law College International Law Summit with the theme “Contemporary Issues in International Arbitration and Mediation”.

Supported by LCIA India and the International Law Students Association and Sponsored by Bharucha & Partners, AZB & Partners, J.Sagar Associates, Economic Laws Practice, Mulla & Mulla & Craigie Blunt & Caroe, Wadia Ghandy & Co., M.V. Kini & Co., Westlaw as Research Partners and Lex Witness, Magazine Partners, the Summit was touted as a great success with attention rendered by myriad sections of the intelligentsia comprising legal luminaries, educationists, professionals and students from all over the globe.

The inaugural day witnessed an exceptional keynote address by Hon’ble Mr. Justice B.N. Srikrishna at the Mumbai University Convocation Hall. “The question is not if arbitration should take place or not; but the pertinent question is when should it take place” was Justice Srikrishna’s opinion on the importance of Arbitration in today’s times. The day progressed with engaging seminars by Mr. Darius Khambata, Advocate General of the State of Maharashtra and Mr. Abhijit Joshi, Sr. Partner, AZB & Partners as they touched upon various relevant issues with respect to commercial arbitration and the legal chaos created by trying to apply Indian substantive law to enforcing foreign arbitral awards. “The essence of arbitration is being concise” was Mr. Khambata’s message to the young audience.

The interactive sessions saw many students participating as questions followed the lectures. The winners of the Call for Papers Competition were then given a chance to present their winning papers to an international audience, comprising corporates, lawyers and students.

The second day commenced with the rounds of the two novel competitions – Judgment Deliberation Competition and the Treaty Appreciation Competition. The day progressed with an enlightening address by Mr. Rajendra Barot, Sr. Partner, AZB & Partners at the Indian Merchants Chamber wherein he emphasised upon the intricacies and differences between arbitration in India and overseas. The seminar was followed by an interesting and interactive witness testimony session by the team from Economic Laws Practice comprising Mr. Madhur Baya, Partner, Economic Laws Practice, Ms. Neeti Sachdeva, Ms. Rhia Marshal and Ms. Prabhjot Chhabra.

The finale of the Summit was hosted by SPIL, Mumbai at the opulent Sahyadri Guest House on the 3rd of February. An exciting Panel Discussion based on “Alternative Dispute Resolution: Upholding the Promises of Litigation?” was the opening event of the day with the distinguished panelists being Mr. Vikram Nankani, Partner, Economic Laws Practice, Ms. Bindi Dave, Partner, Wadia Ghandy & Co., Mr. Anurag Agarwal, Professor, IIM Ahmedabad, Mr. Ajay Thomas, Registrar, LCIA India, Ms. Sherina Petit, Partner, Norton Rose; deftly moderated by Mr. Shardul Thacker, Sr. Partner, Mulla & Mulla & Craigie Blunt & Caroe. At the onset Mr. Shardul Thacker, Sr. Partner, Mulla & Mulla & Craigie Blunt & Caroe, applauded the effort and the summit by saying –“SPIL has grown leaps and bounds since its inception.” With these humbling words the tone of the discussion was left open for the panellists for their valuable opinions on the topic.

Going against the grain and tide of the summit, Mr. Nankani emphasized the importance of litigation over arbitration. Ms. Petit, however backed arbitration by associating it with adjectives like – Cheaper, Faster and Simpler. However at the end Ms. Petit paved the middle ground by saying- “ADR is not suitable for all cases.” Pointing out the evergreen nature of arbitration, Mr Thomas said that it existed right from the period of Mahabharata. Venerating in glorified words, Mr. Thomas exalted arbitration ; both institutional and ad-hoc by relating it with flexibility and calling it as a “peacemaker”.

The discussion was followed by the final round of the Judgment Deliberation Competition. The competition was judged by an eminent bench consisting of Hon’ble Mr. Justice F.I. Rebello, Former Chief Justice, Allahabad High Court, Mr. Narinder Singh, Secretary General, Indian Society of International Law & Member, International Law Commission and Mr. Shardul Thacker, Sr. Partner, Mulla & Mulla & Craigie Blunt & Caroe.

The Valedictory ceremony saw NALSAR School of Law (Hyderabad) bagging the top honours in both competitions winning Best Team.

An earnest vote of thanks by the SPIL President, Ms. Krutika Chitre brought the three day extravaganza to a fitting closure



5th GOVERNMENT LAW COLLEGE INTERNATIONAL LAW SUMMIT 2014

It gives us great pleasure to present to you the 5th Government Law College International Law Summit, organized by the Students for the Promotion of International Law (SPIL), Mumbai. The Summit is scheduled to take place from 31st January-2nd February, 2014. We extend to you our heartfelt invitation, and look forward to hosting your stay in Mumbai during the Summit. SPIL has undertaken the task of promoting International law by taking legal studies beyond textual knowledge, and the Summit is a direct result of this constant endeavor.

The Summit, aside from the key note addresses, lectures, workshops and call for papers, comprises of two novel competitions, namely the Judgment Deliberation Competition and the Treaty Appreciation Competition, which were conceived within the portals of our institution. Our association with premier institutions such as the International Law Student Association, Chicago and the Indian Society of International Law, New Delhi has only added to our credentials and has ensured interest and participation from reputed law schools across the world.

The Theme for the 2014 edition of the Summit, is 'International Investment Law'. Spurred on by the explosion of Bilateral Investment Treaties between States the relevance of International Investment Law today is tremendous and The Summit will stimulate the minds of attendees through thought provoking interactions with experts and doyens of the legal fraternity. As we explore the seemingly endless territory of international law, we hope to cater to pertinent issues of the day.

SPIL welcomes all interested persons, spanning the spectrum of students across the globe, professors and members of the legal fraternity to the Summit. The wide ranging lectures, panel discussions, and workshops will undoubtedly prove to be an enriching experience..

Please contact us, for any queries. To register for the Competitions, kindly refer to the details provided in the Competition Modules.

We look forward to interacting with you!

On behalf of the entire team at SPIL Mumbai,

Yours sincerely,

Utkarsh Srivastava
President, SPIL Mumbai

THEME

International Investment Law

SPIL, Mumbai is pleased to declare “International Investment Law” as the theme for the 5th Government Law College International Law Summit, 2014.

Economic interests are among the driving forces for creating and forging legal rules and international trade and investment are the driving forces in the world economy and its increasing global interdependence. At the same time, the release of economic activity from territorial linkages challenges both the ability of States to regulate their economy and their capacity to provide the legal institutions that are necessary for the functioning of a global economy.

International investment law is perhaps the fastest growing area of international law and dispute settlement today. With increasing numbers of bilateral and multilateral investment treaties, investment provisions in preferential trade agreements, and investment treaty arbitrations, international law scholars, legal practitioners, civil society, investment law policy makers, international organisations and investment treaty negotiators increasingly focus their interest in this field of international law.

However, opinion on international investment law is divided. From one perspective it is an unparalleled success story. Today, about fifty years after Germany and Pakistan concluded the first bilateral investment treaty (BIT), more than 2,600 BITs, numerous investment chapters in bilateral free trade agreements, as well as some regional and sectoral treaties, like the North American Free Trade Agreement (NAFTA) and the Energy Charter Treaty (ECT), offer comprehensive protection to foreign investors.

At the same time, the rise of investment treaties and investment treaty arbitrations, the extent of some interpretations of investor’s rights by some arbitral tribunals, and some significant awards against states, have attracted critical attention from various states as well as from public interest groups and academics of public and international law.

Signs of this crisis are seen in the recent withdrawal of some Latin-American states from investment treaties and the ICSID Convention, in what may be seen as increased reluctance by states to comply with orders and awards of investment tribunals, or in the re-crafting of the substance and procedure of investment treaties in ways that reflect concerns about jurisprudential trends in investment treaty arbitration, including by, but not limited to, the United States.

Host states are concerned particularly about a shrinking of domestic policy space occasioned, based on vague standards of investment protection, by international arbitrators who exercise interpretative powers over the content of investment treaty obligations. Similarly, non-governmental organizations criticize the lack of democratic control and accountability of investment arbitrations, the inability for non-parties to influence arbitral proceedings, and the threat that investment protection is accorded preference over competing policy concerns.

It is purported that one of the reasons for tensions in the implementations of the legal framework of investment relations is the clash within investment treaty arbitration between commercial arbitration and public international law approaches. However, neither a pure international law understanding nor a pure commercial law understanding of investor-state dispute resolution are sufficient in themselves to comprehend the specific characteristics of international investment law. Rather, there are fundamental differences with both traditional public international laws as the law governing inter-state disputes, and, commercial law and arbitration.

Despite that International Investment Law is emerging as a dynamic area of international law; spurred on by the explosion of Bilateral Investment Treaties between States and with a sharp rise in the investment disputes, this field has now acquired a genuine and practical significance, both for companies making investments abroad and for the host countries where such investments are made.

Through the various activities that constitute the Summit, SPIL Mumbai is determined to effectively endorse an examination and deliberation of the numerous traits and conflicts and criticism which constitute the complex weave that is International Investment Law



CALL FOR PAPERS

All members of the legal fraternity, practitioners, professors and students are invited to present original academic works at the 5th Government Law College International Law Summit.



Guidelines

Papers shall be of a minimum length of 2000 words, the aforementioned figure not inclusive of footnotes.

Format for the Paper

1. All papers must be typed and reproduced on a standard A4 paper (21 x 29 ³/₄ centimetres). The font and size of the text must be the same and must be in Times New Roman 12-point.
2. The text of the Paper must have one and a half spacing. However, text of footnotes and headings may be single-spaced.
3. Quotations of 50 words or more shall be block quoted (i.e. right and left indented) and may be single-spaced.
4. All pages shall have margins of at least one inch, or two point six (2.6) centimetres, on all sides, excluding page numbers.
5. All Citations must be in accordance with the Blue Book system of Citation (19th Edition).

Note : The Submitted paper shall also be taken for the consideration for publication in the **SPIL International Law Review 2014**.

Registration

Registrations are permitted individually or in a team of two (2), three (3) or four (4). In case of the paper being authored by more than one individual, the names of the authors and the order of appearance must be specified.

Important Dates

Submission of Final Paper: 1st October , 2013

Awards

Best Paper	₹ 10,000
2nd Best Paper	₹ 7,000

Winning authors will be given the opportunity to present their papers during the course of the summit. All such winning authors must register for the Summit once they have been informed of their achievement. Teams and individuals whose papers are chosen for presentation must register online for the Summit at www.spilmumbai.com or alternatively send an e-mail containing the registration form to registrations@spilmumbai.com. A demand draft for the amount of INR 1000, drawn in favour of “SPIL Government Law College Mumbai” must be sent to the address given below before the 15th January, 2014. Please contact us for any further queries.

Utkarsh Srivastava
President,
Students for the Promotion of International Law, Mumbai
Government Law College,
'A' Road, Churchgate,
Mumbai 400020
Maharashtra, India
+91 9833277221

Kindly take note that accommodation for the duration of the Summit shall be provided only to individuals or teams whose papers have been thus chosen. Accommodation will be provided for a maximum of two (2) members, in case of a team registration.

INTERNATIONAL LAW ANNUAL

In an attempt to facilitate legal studies, Students for the Promotion of International Law (SPIL), Mumbai publishes a legal magazine called the 'International Law Annual', its yearly publication.

The International Law Annual comprises literature on the myriad aspects of International Law through an engaging confluence of short articles, analytic works on landmark cases, interviews with legal luminaries on contemporary issues, discussions and analysis on international legislation, and book reviews.

Accordingly, **SPIL, Mumbai calls for short articles and essays from the student and legal fraternity, professors, practitioners and scholars across the wide spectrum of Public International Law.**

SPIL welcomes original academic work on contemporary developments in Public International Law in keeping with the following guidelines for publication in the International Law Annual, 2014.

Guidelines for submission are:

Font size -10

Font-Times New Roman

Both footnotes and endnotes are permitted.

All Citations must be in accordance with the Blue Book system of Citation (19th Edition).

A maximum of two authors are permitted to collaborate on a particular submission

Last date for submissions is **15th November, 2013.**

Submissions are to be mailed at spilmumbai@gmail.com with the subject as **“Submissions for the International Law Annual 2014”**

For further details contact

Amal Sethi-+91-9820087093

Email-spilmumbai@gmail.com

JUDGMENT DELIBERATION COMPETITION[©] (JDC)



SPIIL, Mumbai seeks the participation of Law Schools from across the world in furtherance of our initiative to bring to the legal fraternity a fresh approach to problem analysis and judgment making.

About JDC

A novel competition, the JDC has been inspired by the procedures of various judicial bodies and tribunals that span the spectrum of international law. JDC brings a fresh approach to problem analysis and judgment making, requiring participants to, upon analysis of facts presented and arguments advanced, arrive at a unique judgment that is infallible in law, rational in thought, and innovative in its essence.

The competition Module will comprise a case file of a wide connotation, such that it will invite varied interpretations that not only attract established legal principles, but also encourage thought innovation that is based on legal analysis and rational thinking. The aforementioned Module for the competition, will consist of a comprehensive set of facts discovered by the judicial authority, tribunal or court, as the case may be, issues raised, any further evidences, if any, lead by them and so forth.

The Competition Structure

The competition consists of two rounds: the first a Written Judgment Round, and the second, the Oral Rounds. Written Submissions must be submitted to the organizers within the declared deadline, while the Oral Rounds will take place during the course of the Summit itself. Please refer to the Summit Schedule for further details.

The Oral Rounds of Deliberation

Each Round will comprise the following segments:

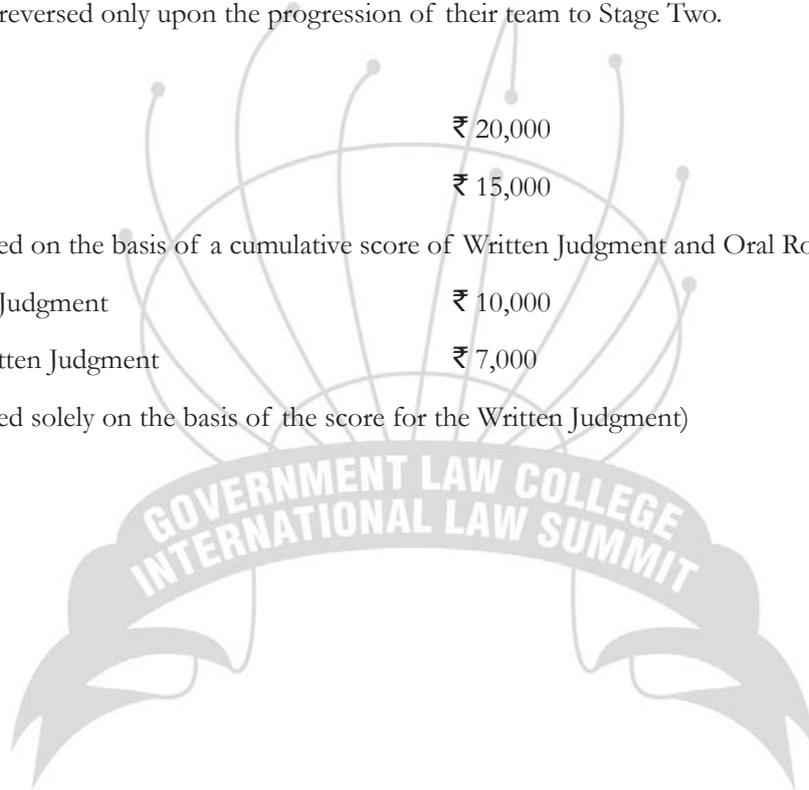
- Judgment Presentation Round: Participants will be required to present their judgments.
- Commenting Round: Participants are encouraged to make pertinent observations on the points made by their colleagues.
- Conclusion Round: Participants are allowed an opportunity to summarize and make concluding statements.

Team Requirements

Each team will consist of One Participant Judge, and One Judicial Clerk. The Participant Judge will deliver the judgment, while the judicial clerk will merely assist. The roles of Judge and Judicial clerk are interchangeable; however this change may be affected only at commencement of the next stage of the competition. For example, if A is Participant Judge, and B is judicial clerk in Stage One, their roles may be reversed only upon the progression of their team to Stage Two.

Awards

Best Team	₹ 20,000
Runners Up	₹ 15,000
(To be awarded on the basis of a cumulative score of Written Judgment and Oral Round)	
Best Written Judgment	₹ 10,000
2nd Best Written Judgment	₹ 7,000
(To be awarded solely on the basis of the score for the Written Judgment)	



WORLD TRADE ORGANISATION

Creditland – Economic Recovery And Climate Change Measures,
Wt/Ds455

REPUBLIC OF EASTLAND

V.

REPUBLIC OF CREDITLAND

COMPETITION MODULE



JUDGMENT DELIBERATION COMPETITION© 2014

Case File

1. Creditland is a developed country which is in a major economic crisis, the likes of which have not been seen since the Great Depression. Its neighbor, Eastland, is a developing country. Both countries are Members of the WTO. Both countries have signed and ratified the Kyoto Protocol on Climate Change (Kyoto Protocol). Creditland is an Annex I party of the Kyoto Protocol with binding targets to reduce greenhouse gas emissions (GHGs), and Eastland is an Annex I (developing country) party without targets. However, Creditland is not currently meeting its GHG targets and has announced that it will withdraw from the Kyoto Protocol in 2020 unless there is another Convention to replace it. Both countries are members of the United Nations Framework Convention on Climate Change (UNFCCC) which aims to find cooperative solutions to the global problem of climate change.
2. One of the largest manufacturing industries in Creditland is the automotive industry. There are four major companies in Creditland, which together employ 300,000 workers in that country. Creditland's companies are the largest manufacturers of automotive vehicles (including cars of all sizes, trucks, SUVs, as well as hybrid and diesel vehicles) in the world. Approximately 50 per cent of their vehicles are sold in Creditland, 20 per cent in Eastland, and 30 per cent are sold in other countries around the world.
3. Two of these companies – ECAR and CATA - are integrated, multinational companies which have their headquarters in Creditland and plants in Creditland and Eastland. In their plants in Creditland, they produce all types of vehicles, including trucks, SUVs, small, medium and large size cars, hybrid and diesel vehicles. In Eastland, ECAR and CATA are the largest producers of vehicles; they produce large cars, small cars and SUVs. Eastland's large cars and SUVs have a fuel efficiency of less than 20 miles per gallon.
4. As a result of the economic crisis, consumers in Creditland have had difficulty obtaining credit and the demand for autos has declined rapidly. The auto industry in Creditland has already taken measures to restructure, has closed plants and laid off 20,000 employees (starting with their large car and SUV divisions which are more expensive and less fuel efficient). There are rumors that more workers may be laid off.
5. The economic crisis is already having a significant effect on the citizens of Creditland. Many of them have lost their jobs, homes have been foreclosed, and banks will not provide credit for new mortgages, purchases of major goods (such as vehicles), or student loans. The incidence of alcoholism, family violence, depression and suicide is on the rise, in particular, among young males who are understandably worried about their future

Consumer Automotive Recovery (CAR) Act

6. The Government of Creditland has developed an economic recovery program to combat the current economic crisis, and has recently introduced a stimulus package intended to get people back to work and encourage consumers to begin buying again. A key part of this package is legislation called the Consumer Automotive Recovery (CAR) Act. Under the CAR Act, consumers in Creditland whose combined family income is less than \$60,000 a year are eligible for a tax rebate of \$3,000 for every vehicle made in Creditland that they purchase. A condition of this Act is that the vehicle must be 100% manufactured in Creditland, and not in other countries, including Eastland, in order for the purchaser to be eligible for the tax rebate.

Gas Guzzler Tax

7. The Government of Creditland is also very concerned about climate change. It and its developing country neighbor, Eastland, are two of the largest emitters of carbon on the planet, due to the large number of conventional gas guzzling vehicles they have on the roads. Under the UNFCCC, Creditland and Eastland agreed to cooperate with other parties to develop common approaches to deal with climate change. While Creditland originally made commitments to reduce greenhouse gas emissions (GHGs) under the Kyoto Protocol, it has recently announced its intention to withdraw from that agreement recognizing that it will not be able to meet its commitments under it.
8. As a response to climate change, the Government of Creditland decided to impose a “gas guzzler” tax ranging from \$500 for vehicles with fuel efficiency ratings of less than 35 miles per gallon to \$1,500 for vehicles with fuel efficiency ratings of less than 20 miles per gallon. This tax is applicable to all used vehicles currently operating in Creditland as well as to the sales of new vehicles and vehicles (used or new) in Creditland. For vehicles imported from other countries, such as Eastland, a flat tax of \$3,000 per vehicle is payable on all large cars, trucks and SUVs (other than hybrid and diesel vehicles) imported into Creditland. The Customs Administration in Creditland has stated that the reason for the flat tax on imports of certain vehicles from Eastland and other countries is that it is too costly and difficult for the Customs Administration to check and certify the fuel efficiency ratings of all imported vehicles that are manufactured by companies outside of Creditland.

Financial Institutions Program (FIP)

9. As part of its overall economic recovery plan, Creditland has also taken measures to help restore confidence in its financial institutions, including banks, insurance companies and mortgage companies. The Financial Institutions Program (FIP) has two major components: 1. Infusion of government equity capital into certain banks and financial institutions that are on the verge of going bankrupt and that are deemed to be of overwhelming importance to financial stability in Creditland; and 2. Loans and loan guarantees, supported by the government, to banks and financial institutions that do not qualify for the first part of the program because they are not in such dire circumstances or are not of overwhelming importance to the financial stability of Creditland.
10. The FIP applies only to banks and financial institutions which are majority-owned and operated by Creditland nationals. Moreover, benefits under the FIP are available only to the operations of banks and financial institutions which are located within the territory of Creditland. In other words, even though many of the Creditland owned and operated financial institutions are multinational and have operations around the world, benefits under the FIP are available only to the branches, offices and headquarters of those financial institutions located in Creditland and serving Creditland nationals.
11. BIG, one of the world’s largest multinational, financial institutions, is majority-owned and operated by nationals of Creditland. It has extensive operations and hundreds of branches in Creditland, providing mortgages and other loans as well as investment services to nationals of Creditland. When it was threatened with bankruptcy recently, the President of Creditland took immediate and urgent steps to help save BIG by the Government purchasing 60% equity in the company until it is able to restructure and recover.

12. Another major, global financial corporation, HKC, which is majority-owned by nationals of Eastland, also has extensive branches and operations in Creditland serving thousands of consumers in Creditland. Threatened with bankruptcy because of a meltdown in the home mortgage market in Creditland, HKC lobbied the Creditland Government for benefits under the FIP, however, it was denied benefits because it is not majority-owned by nationals of Creditland.
13. In its Schedule of Specific Commitments under the WTO General Agreement on Trade in Services (GATS), Creditland made the following commitments with respect to financial services:

Sector or sub-sector and Mode	Market Access	National Treatment
Financial services, including bank, insurance and other financial services		
Cross-border	None	None
Consumption abroad	Unbound	Unbound
Commercial presence	None	None
Movement of service providers	Unbound	Unbound

In addition to the General Agreement on Trade in Services (GATS), the following provisions of the Annex on Financial Services apply in this case to the FIP:

2. Domestic Regulation

- (a) Notwithstanding any other provisions of the Agreement, a Member shall not be prevented from taking measures for prudential reasons, including for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by a financial service supplier, or to ensure the integrity and stability of the financial system. Where such measures do not conform with the provisions of the Agreement, they shall not be used as a means of avoiding the Member's commitments or obligations under the Agreement.

Legal Claims

Eastland has requested that a panel be established under Article 6.2 of the WTO Understanding on the Rules and Procedures Governing the Settlement of Disputes (the DSU) alleging that Creditland has acted inconsistently with its obligations under various WTO agreements by implementing the CAR Act, the Gas Guzzler Tax and the FIP. In its Request for Establishment of the Panel, Eastland has made the following specific claims:

1. That the CAR Act is inconsistent with Creditland's obligations under the GATT 1994 and the Subsidies and Countervailing Measures Agreement;
2. That the Gas Guzzler Tax is inconsistent with Creditland's obligations under the GATT 1994; and
3. That the FIP is inconsistent with Creditland's obligations under the General Agreement on Trade in Services.

Creditland has responded that it will defend these claims vigorously before the Panel. In particular, it will argue that:

1. The CAR Act is consistent with its obligations under the GATT 1994 and the Subsidies and Countervailing Measures Agreement;
2. In the alternative, the CAR Act is justified under Article XX of the GATT 1994;
3. That the Gas Guzzler Tax is consistent with Creditland's obligations under the GATT 1994;
4. In the alternative, the Gas Guzzler Tax is justified under Article XX(g) of the GATT 1994;
5. That the FIP is consistent with the General Agreement on Trade in Services; and
6. In the alternative, the FIP is justified under paragraph 2(a) of the Annex on Financial Services.

RULES

PART I

1. INTRODUCTION

These Rules will be henceforth known as the Judgment Deliberation Competition© 2014 Official Rules.

2. PARTICIPATION AND ELIGIBILITY

2.1. Team Member Eligibility

Students of any university on a full-time or part-time basis in either a 3-year LLB or a 5- year integrated BA/BBA/ BSC/ BCOM/ BLS LLB course at the time of the competition are eligible to participate in the Competition.

2.2. Team Composition and Selection

A Team shall be composed of two (2) members: Judge and Judicial Clerk. These roles are interchangeable only upon the commencement of a new round.

2.3. Outside Assistance to Teams

All research, writing and editing must be solely the product of Team members.

2.4. Use of Opposing Team's Judgment

No Team shall be allowed to view or otherwise become privy to any Judgment other than the respective Judgments of the opposing Teams in the course of the Competition.

3. CLARIFICATIONS OF THE COMPETITION MODULE

Teams may submit written requests for clarifications regarding the Module, comprising the Competition Case file and the Rules. Requests for Clarifications must be received by SPIL Mumbai by 10th December, 2013. Teams may submit requests for clarifications by email to spilmumbai@gmail.com. All clarifications will be issued within 3 days of receipt of said clarification request.

4. TEAM REGISTRATION

4.1 Registering Names of Team Members

Each Team must submit all Team members' names to registrations@spilmumbai.com by 20th October, 2013. The mail must contain the registration form sent to the Universities/ College with the required details and stamp of the college/ university. Alternatively, Teams may register online at www.spilmumbai.com. Such registration must be followed by a mail from the concerned authority of the University/College confirming such participation. Team members' names must be clearly typed in the mail, giving special attention to the spelling of each Team member's name. Participation Certificates will be awarded to Teams with names spelt in the manner thus provided.

Registration fee- The registration fee for Judgment Deliberation Competition 2014 is INR 2500 for all the invited Indian Universities/Colleges. Registration fee of USD 100 will be charged to all the Overseas Universities. The same shall be submitted through a demand draft drawn in favor of “SPIL Government Law College Mumbai” payable at “Mumbai, India”, before 30th October, 2013 to the following address:

Utkarsh Srivastava
President,
Students for the Promotion of International Law, Mumbai
Government Law College,
A' Road, Churchgate,
Mumbai 400020
Maharashtra, India

For any queries, you may communicate with: Ms. Anvita Mishra (+91 9819014493). Kindly intimate the details of the demand draft by an e-mail addressed to spilmumbai@gmail.com

Note : No refund shall be made on cancellation of registration after **30th October, 2013**

4.2. Team Code as Identification

Each Team shall be assigned a Team Code. Teams shall use their Team Code identification purposes at all times. Names of participants shall not appear on or the Judgment. Signature pages should bear only the team code.

PART II

5. RULES FOR THE JUDGMENT

5.1. Submission of the Judgment

All Judgment submissions must conform to the following general criteria. Teams will be penalized for failure to abide by these requirements. Ten (10) Hard Copies of the Judgment must be sent to the following address, postmarked 15th December 2013:

Utkarsh Srivastava
President,
Students for the Promotion of International Law, Mumbai
Government Law College,
A' Road, Churchgate,
Mumbai 400020
Maharashtra, India

Soft Copies must be e-mailed to spilmumbai@gmail.com on or before **15th December 2013**.

5.2. Format of the Judgment

1. Judgments must be typed and reproduced on a white standard A4 paper (21 x 29 ³/₄ centimeters) except for the cover page, where blue coloured paper must be used. The font and size of the text of all parts of the Judgment must be the same and must be in Times New Roman 12-point. (except cover page)

2. The text of all parts of each Judgment must have one and a half spacing, except that the text of footnotes and headings which may be single-spaced.
3. Quotations of 50 words or more in any part of the Judgment shall be block quoted (i.e. right and left indented) and may be single-spaced.

5.3. Description of the Judgment

Parts of the Judgment

The Judgment shall consist of the following parts:

1. Index

2. Summary

3. Background

4. Decision and Conclusion

(The judgment may contain the obiter dictum in addition to the ratio decidendi.)

Legal Analysis Limited to the “Decision” Section

Substantive, affirmative legal analysis or legal interpretation of the facts of the Case File may only be presented in the “Decision” section of the Judgment. Teams which include analysis or legal interpretation in any other part of the Judgment shall be penalized.

Summary

Summary should comprise of the summary of the “Decision” section in a paragraph form.

Background

Each Judgment shall include a section titled “Background”. The Background shall be limited to the stipulated facts and necessary inferences from the Case File and any clarifications to the same. Background must not include unsupported facts, distortions of stated facts, argumentative statements or legal conclusions.

Summary of Issues Raised

Each Judgment shall include a “Summary of Issues Raised.” The Summary shall consist of a substantive summary of the pleadings of both the sides in paragraph form, rather than a simple reproduction from the Case file.

Decision and Conclusion

The Decision shall contain the substantive legal analysis and interpretation of the factual matrix. The conclusion shall be answer to the questions present by both the parties. The teams are open to go beyond the summary of pleadings submitted and base their Judgment on more refined legal research but are not allowed to exceed the ambit of the arguments put before them.

Appendix

All teams have the option of including an appendix. The appendix may contain all relevant provisions of law and a summary of important judgments cited if any. The appendix shall not exceed 10 pages and should follow the format of the rest of the written submission. No other forms of submission can be relied on during the deliberation proceedings and thus teams are encouraged to include an appendix to their Judgment.

Length

The “Decision” section of the Judgment, including footnotes or endnotes and the “Conclusion” may have no more than 10000 words. The length of all other sections aforementioned (except appendix) should not exceed 1500 words in total.

Margins

Each page of the Judgment (regardless of content) shall have margins of at least one inch, or two point six (2.6) centimetres, on all sides, excluding page numbers.

Cover Page

The cover page chosen for Judgment is to be similar to that of the case file. The heading should be replaced from “Case File” to “Judgment”. The end of the page should have a signing block and the name of the Judge should be represented by the Team Code provided.

Binding

Judgment must be fastened by viro or spiral binding along the left side of the judgment. No other form of binding including stapling or book-binding is permitted.

5.4. The Judgment will be judged on the following grounds:

- | | |
|------------------------------------|----------|
| 1. Knowledge of Law and Facts | 20 marks |
| 2. Clarity, Brevity and Style | 20 marks |
| 3. Use of Authorities and Citation | 10 marks |
| 4. Analysis and Organisation | 40 marks |
| 5. General Impression | 10 marks |

Total : 100 marks

5.5. Delay in Mailing Judgment

Judgments postmarked after the deadline as designated shall be penalized five (5) points.

5.6. Extreme Delay in Mailing Judgment

Judgment shall be penalized three (3) points per day, in addition to the initial five (5) points described in Rule 5.5 for delay up to an additional five (5) days. Judgments not submitted within six (6) days of the deadline shall not be judged, and shall automatically be disqualified.

5.7. Other Mandatory Judgment Penalties

Penalties shall be assessed for violations of other Rules concerning the Judgment by reference to the following table :

1. Font of inconsistent size, improper line spacing, or improper format of block quotations: 2 points per violating page, up to a total of 10 points.
2. Failure to include all parts of the Judgment: 5 points for each missing part of the Judgment.
3. Substantive legal analysis outside of approved sections of the Judgment: 5 points
4. Excessive length of Judgment: 1 point per 10 words exceeded.

PART III

6. RULES FOR DELIBERATION ROUNDS

General Procedure

Each Deliberation room shall consist of 3-4 teams. The deliberation table shall be taken by the participant Judge and the observer table shall taken by the Judicial Clerk participant. The roles are interchangeable at the option of the Teams upon the commencement of a new Round. The Deliberation Table shall also consist of minimum 2 marking Judges. They will be present on the table as brother Judges.

The winners of each deliberation room will automatically qualify into the next round. Thereafter, further qualification of other teams will take place through the league system of scoring. The same rule shall be followed for all further rounds. The scores considered for qualification in the preliminary rounds will be a cumulative of Deliberation Round Scores and Written Judgment Scores. Each round will be preceded by an exchange of Judgments of brother judges for scrutiny. The exchange will provide teams a reasonable amount of time for scrutiny. Each round shall consist of three Sessions:

6.1. Judgment Reading Session

Each Judge shall be given 10 minutes to make a presentation of the team's judgment. The presentation should not be a mere recital of the judgment but should be in a manner as to draw the remaining judges to lead to a consensus towards the Judgment delivered by the team. The presentation can be assisted only by the written judgment and no other documents or electronic modes of presentation are permitted. Only the participant Judge in the round makes the presentation. The Judicial Clerk participant is allowed to only take notes during the process.

6.2. Comment Session

Every participant Judge will make a critical statement on the Judgment presented by the fellow participant Judges. Comments will also be made by Marking Judges. Comments can be in the form of questions, criticism, approval, additions etc. Each team will be given seven (7) minutes to make their comments. Only the participant Judge in the round can make comments. The Judicial Clerk participant is only allowed to pass notes made during the presentation session to the participant Judge.

6.3. Concluding Session

Each Team may reserve up to five (5) minutes for Concluding. Only the participant Judge in the round can give Comments. The Judicial Clerk participant is only allowed to pass notes made during the presentation comment session to the participant Judge. The participant Judge is expected to satisfy all the queries put forth by brother Judges in this session.

6.4. Order of Submission

The order of the oral submissions in each Round at all levels of the Competition shall be on:

1. Presentation Round
Participant Judge 1 --> Participant Judge 2 --> Participant Judge 3
2. Comment Round
Participant Judge 1 --> Participant Judge 2 --> Participant Judge 3
3. Concluding Round
Participant Judge 1 --> Participant Judge 2 --> Participant Judge 3

**Oral Communications during the Oral Round shall be strictly limited to the following. Any Team which engages in communications not listed in this Rule shall be penalized.

6.5 Number of Rounds

Competition will consist of the following rounds:-

1. Preliminary Rounds

Each deliberation room shall consist of 3-4 teams. The winners of each deliberation room will proceed to the next round. The remaining slots for the rounds (if any) shall be filled on the basis of cumulative score.

2. Semi-Finals Rounds

The winners of each deliberation room will proceed to the next round. The remaining slots for the rounds (if any) shall be filled on the basis of cumulative score.

**Judgment scores will not be relied on from this round onwards.

3. Final Rounds (3 teams)

The Marking Judges shall through votes in a secret ballot select the Winner of the Competition. In case of a tie the President Judge will exercise a second vote.

6.6. The participant Judge will be marked on the following grounds:

- | | |
|---|----------|
| 1. Knowledge of Law and Use of Authorities | 15 marks |
| 2. Ability to make and reply to Comments | 25 marks |
| 3. Interpretation of facts and Appreciation of Principles of Evidence | 25 marks |
| 4. Legal Analysis and Persuasiveness | 25 marks |
| 5. Style, Poise and Mannerisms | 10 marks |

TOTAL : 100 marks

PART IV

7. Dress Code

The teams are expected to follow a strict dress code of western formals. Courtroom formals are not essential.

8. Awards

Following are the prizes for this edition of the competition:

Winning Team

Runners Up

Best Written Judgment

2nd Best Written Judgment

Prize winners will also be given certificates for the same along with the certificates for participation. Participation certificates will only be distributed at the Valedictory Function and teams not present to collect them will not be entitled to receive the certificates subsequently other than in special circumstances. Winners will also receive trophies and other prizes.

9. ACCOMMODATION

Accommodation will be provided to the participating teams for the duration of the competition. Teams must arrive before 12:00 hours on 31st January, 2014

Note: A Team consists of two (2) Members. Observers and extra members will not be considered part of the team. The participating teams will be received by the volunteers of the Organizers at their respective venues of arrival. To enable the organizers to do the same, please provide prior intimation of your travel details. Participants are requested to kindly mail their travel details to SPIL Mumbai on spilmumbai@gmail.com on or before January 20, 2014. Any subsequent changes made to said plans should also be intimated to SPIL Mumbai.

Participants must provide SPIL Mumbai with one E-mail address to facilitate vital communication. That E-mail address shall be used for the purpose of intimating important information from time to time by SPIL Mumbai in connection with the Competition. Information communicated to that e-mail address will be deemed to have been communicated to both the participants. All communication with SPIL Mumbai must be addressed to the following e-mail address: spilmumbai@gmail.com

10. MISCELLANEOUS

1. If any one of the members of a team is notified / informed of any detail or information, it shall be deemed that the said team as a whole has duly been notified / informed.
2. In case of any doubt in either understanding any of the details or interpreting them, the decision taken by SPIL Mumbai shall be final and binding.
3. Rules should be strictly adhered to. Any deviation thereof can attract penalties or disqualification.
4. SPIL Mumbai shall resolve unanticipated or unexpected contingencies, if any, and the decision in this regard shall be final and the acceptance of any such decision is a precondition to participation in the Competition.
5. Any reference to time will be construed as a reference to Indian Standard Time.

CONTACT US :

Utkarsh Srivastava

President

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Government Law College

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Maharashtra, India

Mobile No- +91 98332 77221

Email: spilmumbai@gmail.com

spil@glcmumbai.com

Website : www.spilmumbai.com

Alternatively, you may contact:

Ms. Anvita Mishra +91 9819014493

TREATY APPRECIATION COMPETITION (TAC)



SPIIL, Mumbai seeks the participation of Law Schools from across the world in furtherance of our initiative to bring to the legal fraternity a fresh approach to problem analysis and crisis resolution.

About TAC

The Treaty Appreciation competition has been modelled on the procedures of various bodies in the international sphere entrusted with the task of evaluating and appraising the legality, consistency and rationality of treaties, codifications or other legislative documents.

Participants are expected to launch an examination of the Competition Module presented to them, which will comprise a legislation, or a codification, or amendments to the aforementioned relevant to the theme of the Summit. The participants critique the proposition therein and recommend alteration, deletion or additions. TAC aims at mobilizing a culture of innovation and problem solving. Previously, bodies such as the International Law Commission have been chosen as the forum to facilitate this competition.

The Competition Structure

The competition consists of two rounds: the first a Written Critique Round, and the second, the Oral Rounds. The Written Critique must be submitted to the organizers within the declared deadlines, while the Oral Rounds will take place during the course of the Summit itself. Please refer to the Summit Schedule for further details.

The Oral Rounds of Deliberation

The Oral Rounds will be chaired by Special Rapporteurs, who after a brief introduction of the subject in discussion, will preside over the sessions, which will proceed along the lines of the Agenda. This Agenda will be made available to the participants before the Summit. There will be an allocation of time for each item on the Agenda, which will be discussed over two sessions, spread out across two days during the Summit. The specific procedures of the legislative body chosen for the competition will be followed to extent permitted by the competition.

Team Requirements

Each team will comprise of 2 Participants and will be assigned a country code or a team code, as the case may be, upon registration. The team may nominate one member for each item on the agenda. Interchanging speaking roles are permitted only at the commencement of discussion on the next item on the agenda. For instance, Members A and B of the team, an assign speaking roles for themselves for different items on the agenda. Both will not be permitted to speak on the same item on the agenda.

Awards

Best Team ₹ 20,000

Runners- Up ₹ 15,000

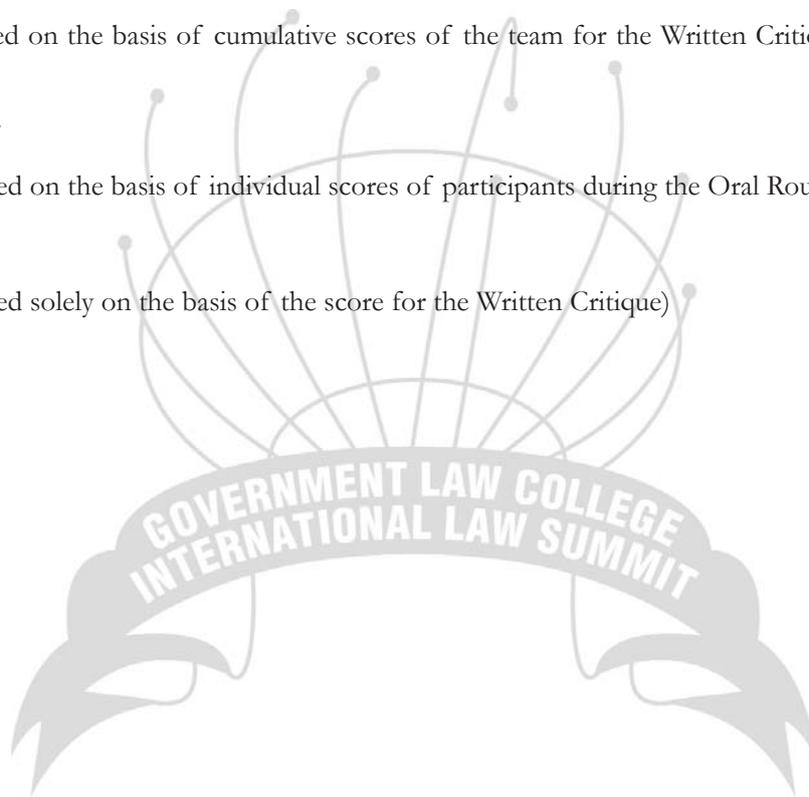
(To be decided on the basis of cumulative scores of the team for the Written Critique, as well as Oral Rounds)

Best Member ₹ 10,000

(To be awarded on the basis of individual scores of participants during the Oral Rounds)

Best Critique ₹ 7,000

(To be awarded solely on the basis of the score for the Written Critique)



**ADMINISTRATIVE COUNCIL OF
INTERNATIONAL CENTRE FOR SETTLEMENT
OF
INVESTMENT DISPUTE**

**Amendment To
The Convention On The Settlement Of Investment Disputes
Between The States And Nationals Of Other States**

COMPETITION MODULE



TREATY APPRECIATION COMPETITION[©] 2014

In this module, you will consider the possibility of amending the Convention on the Settlement of Investment Disputes between the States and Nationals of Other States, also known as the Washington Convention and the ICSID Convention. (In this module, we use the term “ICSID Convention.”)

The ICSID Convention originated in the International Bank for Reconstruction and Development, also known as the World Bank. The ICSID Convention is one of the most significant instruments of public international law in the area of investment arbitration (also called investor-state arbitration). Investment arbitration is a unique form of dispute resolution, in that almost always a private party is pitted against a state in a binding arbitration. Typically, if a state does consent to investment arbitration it will do so as a contracting state of the ICSID Convention or consent to use of what are known as ICSID’s additional facility or arbitration under the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL). Here, our attention will be directed exclusively to the ICSID Convention, and then from the perspective of a contracting state.

Although a contracting state does not consent to arbitrate by ratifying or adhering to the ICSID Convention, the Convention establishes institution and legal frameworks for conducting arbitrations between foreign investors and the recipient states of the investments. The most important institutional framework is the International Centre for the Settlement of Investment Disputes (“ICSID”). One of the most important legal frameworks is the regulation of the effects of receiving an award in the ICSID framework. You will consider both in great detail during the competition.

When the ICSID Convention was finalized, the then-directors of the World Bank believed that the establishment of a framework for the resolution of disputes between investors not nationals of the receiving state and the receiving state would be an important advance in the promotion of foreign investment. While this conclusion has been subject to debate, it is clear that the existence of the ICSID Convention has been a catalyst to the use of arbitration to settle international investment disputes between investors and the states that receive those investors.

You will look critically at certain ICSID Convention issues, and try to fashion solutions to those issues through the preparation of amendments to the text of the Convention. You will have two roles. The first as representative of a Contracting State who will propose amendments to the Convention to ICSID’s Administrative Council. Second, you will consider and vote on amendments as a representative of a Contracting State to the Administrative Council. The forum for all activities will be the ICSID Administrative Council.

In past years, the module has focused more on the manner in which the convention, that was the focus of the module, can be amended. While ways of amendment are important to this module, you will also be asked to consider whether amendment is the best way to proceed to address problems that have arisen during the course of the application of the ICSID Convention. The ICSID Convention has more than 150 Contracting States, and is of almost universal application. Amendment or the adherence to a protocol might be seen to dilute or negatively affect the universality of the application of the Convention.

Consequently, in addition to proposing wording for proposed amendments to the ICSID Convention, you should also think about (1) whether the ICSID Convention should be amended at all, and (2) if not, alternatives to formal amendment.

AMENDMENT

In this exercise, you will consider whether and if so to what extent and how the wording of the ICSID Convention should be amended. Although excerpts from the text of the Convention are provided below, you should not limit yourself to proposing only an amendment to the text provided. You can propose amendments to other articles of the Convention or the adoption of new text, whether in the form of additional articles, addendum or protocols.

The Convention contains a procedure for amending its provisions. Consider that you are the representative of legal advisor to a Contracting State and you will be submitting an amendment or amendments to the Administrative Council of the International Centre for the Settlement of Investment Disputes (ICSID) of the Convention, which will consider vote on amendments to the Convention submitted by Contracting States, and you have been asked to consider and propose amendments to the Convention as provided below. Your final product should be presented in accordance with the procedure for amendment set forth in Chapter IX of the Convention:

Chapter IX

Amendment

Article 65

Any Contracting State may propose amendment of this Convention. The text of a proposed amendment shall be communicated to the Secretary-General not less than 90 days prior to the meeting of the Administrative Council at which such amendment is to be considered and shall forthwith be transmitted by him to all the members of the Administrative Council.

Article 66

(1) If the Administrative Council shall so decide by a majority of two-thirds of its members, the proposed amendment shall be circulated to all Contracting States for ratification, acceptance or approval. Each amendment shall enter into force 30 days after dispatch by the depositary of this Convention of a notification to Contracting States that all Contracting States have ratified, accepted or approved the amendment.

(2) No amendment shall affect the rights and obligations under this Convention of any Contracting State or of any of its constituent subdivisions or agencies, or of any national of such State arising out of consent to the jurisdiction of the Centre given before the date of entry into force of the amendment.

When you vote as a body on whether to accept an amendment, you will sit as a member of the Administrative Council of ICSID.

I. CONSENT

Investor-State Arbitration, like arbitration generally, requires that the parties to the arbitral process consent to submit their disputes to resolution by arbitration. Typically, for international commercial arbitration, the consent is manifested in an arbitration submission or a contract between the parties.

The manifestation of consent is usually simultaneous, although it does not have to be so. For investor-state arbitration, the typical situation is different. Typically, an investor-state dispute will arise out of state action that allegedly adversely affects an investment, where there was no agreement between the state and the investor to submit the dispute to arbitration. Consent must be found in other sources. For the investor, typically, consent to arbitration is given at the time that the dispute arises. For the receptor state, that is not typically the case. Consent of the receptor state is often given in advance in an instrument of public international law such as a bilateral investment protection agreement or a multilateral free trade agreement. Consent can also be given through the act of a government in the form of legislation or executive action, where permitted by national law. In addition, in some cases, the recipient state will consent to arbitration when an investment is made. (This last situation would be more like the typical consent scenario for international commercial arbitration).

Regardless of the source of consent, it is clear that when a state ratifies or accepts the ICSID Convention, it does not consent to arbitration of any dispute, whether past, present or future. See the final statement of the Preamble of the Convention set forth below. The effect of ratifying or accepting the Convention only relates to the arbitral process, and not to the substance of the dispute itself. For consent to submit a dispute to arbitration, it is necessary to look to one of the sources identified in the preceding paragraph.

Apart from the discrete sources of consent identified above, there has been discussion at an international level as to whether there should be an instrument of public international law made available to the world community in which the substantive causes of action under public international law typically found in bilateral investment treaties and free trade agreements would be found. This has been discussed in both the OECD and in the World Trade Organization.

For this module, you should consider whether the ICSID Convention would be the appropriate instrument for unifying the causes of action available in investor-state arbitration, and if so, how the amendment to the ICSID Convention should best be accomplished. For example, an additional chapter could be added, and the addition of the chapter in the form of an amendment be offered to the existing contracting states, and an integrated version of the Convention be offered to new potential contracting states. On the other hand, the text of the Convention could be left as it is, and an addendum or separate protocol be offered generally to the world community. You should discuss the advantages and disadvantages of both approaches.

With respect to the substance of the amendment or addendum, you should review the text of the 2012 Model Bilateral Investment Treaty text approved by the United States and that is used as a starting point by the United States for the negotiation of BIT. Only pay attention to the causes of action established in the model, not in the arbitral procedure. Indicate whether the incorporation of those causes of action into an amendment or addendum to the ICSID Convention would be beneficial, and if you would suggest any changes to the list of causes of action or their articulation, prepare a short form of text that you would propose in order to incorporate consent to submit identified claims to arbitration into the ICSID Convention.

Text of the ICSID Convention under Consideration for Amendment

Preamble

The Contracting States Considering the need for international cooperation for economic development, and the role of private international investment therein;

Bearing in mind the possibility that from time to time disputes may arise in connection with such investment between Contracting States and nationals of other Contracting States;

Recognizing that while such disputes would usually be subject to national legal processes, international methods of settlement may be appropriate in certain cases;

Attaching particular importance to the availability of facilities for international conciliation or arbitration to which Contracting States and nationals of other Contracting States may submit such disputes if they so desire;

Desiring to establish such facilities under the auspices of the International Bank for Reconstruction and Development;

Recognizing that mutual consent by the parties to submit such disputes to conciliation or to arbitration through such facilities constitutes a binding agreement which requires in particular that due consideration be given to any recommendation of conciliators, and that any arbitral award be complied with; and

Declaring that no Contracting State shall by the mere fact of its ratification, acceptance or approval of this Convention and without its consent be deemed to be under any obligation to submit any particular dispute to conciliation or arbitration,

Have agreed as follows:

II. JURISDICTION

As the title of the ICSID Convention suggests, the arbitral facilities and other rights and obligations found in the Convention are available only if the jurisdictional requirements found in the Convention are satisfied. First, the investor must be a national of a state other than the state in which the investment was made. Second, the claim made by the investor must be one related to an investment. Third, the investor must be a national of a contracting state of the Convention and the investment must have been made in a different state that is also a contracting state.

Each of the three jurisdictional tests has been the subject of significant litigation (in the form of arbitrations) and discussion. The question you are asked to address here is whether certain article regarding jurisdiction should be amended, and if so, how. Below, we take the first two points in order, present a question and ask that you address the question and, if you believe that amendment is appropriate, that you prepare a proposed amendment to the subject article.

1. Nationality

The satisfaction of the nationality requirement as an element of establishing entitlement to the application of the ICSID Convention in the context of a dispute has also been the subject of considerable debate. Although issues can arise in the context of natural as well as juridical persons, for the purposes of this exercise, you should limit your focus to the question of how the nationality

of a juridical person should be established. In particular, do you believe that a juridical person constituted under the law of a contracting state other than the state in which the investment is made should be considered to be a national of the contracting state in which the juridical person was constituted, if the owner of the person is a national of the contracting state in which the investment was made? Do you believe that Article 25 of the Convention should be amended to accommodate your belief, and how?

2. Investment

Article 25 of the Convention states that “[t]he jurisdiction of the Centre shall extend to any legal dispute arising directly out of an investment” However, the Convention does not define the term “investment.” The meaning of the term has been the subject of numerous ICSID awards, as well as scholarly investigation.

Do you believe that a definition of the term “investment” would be desirable, and if so what language would you propose?

Text of the ICSID Convention under Consideration for Amendment

Chapter II

Jurisdiction of the Centre

Article 25

- (1) The jurisdiction of the Centre shall extend to any legal dispute arising directly out of an investment, between a Contracting State (or any constituent subdivision or agency of a Contracting State designated to the Centre by that State) and a national of another Contracting State, which the parties to the dispute consent in writing to submit to the Centre. When the parties have given their consent, no party may withdraw its consent unilaterally.
- (2) “National of another Contracting State” means:
 - (a) any natural person who had the nationality of a Contracting State other than the State party to the dispute on the date on which the parties consented to submit such dispute to conciliation or arbitration as well as on the date on which the request was registered pursuant to paragraph (3) of Article 28 or paragraph (3) of Article 36, but does not include any person who on either date also had the nationality of the Contracting State party to the dispute; and
 - (b) any juridical person which had the nationality of a Contracting State other than the State party to the dispute on the date on which the parties consented to submit such dispute to conciliation or arbitration and any juridical person which had the nationality of the Contracting State party to the dispute on that date and which, because of foreign control, the parties have agreed should be treated as a national of another Contracting State for the purposes of this Convention.

- (3) Consent by a constituent subdivision or agency of a Contracting State shall require the approval of that State unless that State notifies the Centre that no such approval is required.
- (4) Any Contracting State may, at the time of ratification, acceptance or approval of this Convention or at any time thereafter, notify the Centre of the class or classes of disputes which it would or would not consider submitting to the jurisdiction of the Centre. The Secretary-General shall forthwith transmit such notification to all Contracting States. Such notification shall not constitute the consent required by paragraph (1).

Article 26

Consent of the parties to arbitration under this Convention shall, unless otherwise stated, be deemed consent to such arbitration to the exclusion of any other remedy. A Contracting State may require the exhaustion of local administrative or judicial remedies as a condition of its consent to arbitration under this Convention.

Article 27

- (1) No Contracting State shall give diplomatic protection, or bring an international claim, in respect of a dispute which one of its nationals and another Contracting State shall have consented to submit or shall have submitted to arbitration under this Convention, unless such other Contracting State shall have failed to abide by and comply with the award rendered in such dispute.
- (2) Diplomatic protection, for the purposes of paragraph (1), shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the dispute.

III. ARBITRATOR DISQUALIFICATION

The ICSID Convention contains specific provisions that govern the standard of conduct and independence of arbitrators that serve in the arbitrations that ICSID administers. The standard is unique to ICSID arbitrations, although similar to the UNCITRAL standard of justifiable doubts as to the impartiality and independence of the arbitrator. In addition, even though the arbitrations are administered by ICSID, the norms and structure contained in the Convention default to the other arbitrators to resolve claims of arbitrator recusal.

The present structure raises two potential issues. First, should the ICSID Convention be modified in order to replace the existing standard for arbitrator bias with the UNCITRAL standard? If so, prepare an amended version of the articles that deal with the arbitrator standard.

Second, should the present procedure be amended to make Secretary General of ICSID (or any other person or constituent part of ICSID) the competent person for resolving arbitrator recusal requests? If so, prepare an amended version of the article of the ICSID Convention that presently regulates resolution of arbitrator recusals.

Text of the ICSID Convention under Consideration for Amendment

Chapter V

Replacement and Disqualification of Conciliators and Arbitrators

Article 56

- (1) After a Commission or a Tribunal has been constituted and proceedings have begun, its composition shall remain unchanged; provided, however, that if a conciliator or an arbitrator should die, become incapacitated, or resign, the resulting vacancy shall be filled in accordance with the provisions of Section 2 of Chapter III or Section 2 of Chapter IV.
- (2) A member of a Commission or Tribunal shall continue to serve in that capacity notwithstanding that he shall have ceased to be a member of the Panel.
- (3) If a conciliator or arbitrator appointed by a party shall have resigned without the consent of the Commission or Tribunal of which he was a member, the Chairman shall appoint a person from the appropriate Panel to fill the resulting vacancy.

Article 57

A party may propose to a Commission or Tribunal the disqualification of any of its members on account of any fact indicating a manifest lack of the qualities required by paragraph (1) of Article 14. A party to arbitration proceedings may, in addition, propose the disqualification of an arbitrator on the ground that he was ineligible for appointment to the Tribunal under Section 2 of Chapter IV.

Article 58

The decision on any proposal to disqualify a conciliator or arbitrator shall be taken by the other members of the Commission or Tribunal as the case may be, provided that where those members are equally divided, or in the case of a proposal to disqualify a sole conciliator or arbitrator, or a majority of the conciliators or arbitrators, the Chairman shall take that decision. If it is decided that the proposal is well-founded the conciliator or arbitrator to whom the decision relates shall be replaced in accordance with the provisions of Section 2 of Chapter III or Section 2 of Chapter IV.

IV. SET ASIDE AND ENFORCEMENT OF THE AWARD

One of the benefits of ICSID arbitration comes at the end of the process. It was the intention of the redactors of the Convention that an ICSID award should enjoy special treatment in the enforcement process. In particular, Article 54 of the Convention states in part that “Each Contracting State shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State.” The question of the meaning of “final judgment of a court in that State” has been the subject of examination. In particular, in many jurisdictions, a final judgment is one issued by the lower court that is ripe for appeal. In others, the phrase would mean that the award should be equivalent to a judgment of a court that is final in the sense that it can no longer be appealed. Assume that you want to eliminate the possibility that an argument could be made that finality refers only to that phase of the lower court process where the judgment is now ripe for appeal. Prepare an amendment to clarify that the award should be equivalent to a judgment in a civil case that is no longer appealable.

Text of the ICSID Convention under Consideration for Amendment

Chapter IV

Section 6

Recognition and Enforcement of the Award

Article 53

- (1) The award shall be binding on the parties and shall not be subject to any appeal or to any other remedy except those provided for in this Convention. Each party shall abide by and comply with the terms of the award except to the extent that enforcement shall have been stayed pursuant to the relevant provisions of this Convention.
- (2) For the purposes of this Section, “award” shall include any decision interpreting, revising or annulling such award pursuant to Articles 50, 51 or 52.

Article 54

- (1) Each Contracting State shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State. A Contracting State with a federal constitution may enforce such an award in or through its federal courts and may provide that such courts shall treat the award as if it were a final judgment of the courts of a constituent state.
- (2) A party seeking recognition or enforcement in the territories of a Contracting State shall furnish to a competent court or other authority which such State shall have designated for this purpose a copy of the award certified by the Secretary-General. Each Contracting State shall notify the Secretary-General of the designation of the competent court or other authority for this purpose and of any subsequent change in such designation.
- (3) Execution of the award shall be governed by the laws concerning the execution of judgments in force in the State in whose territories such execution is sought.

Article 55

Nothing in Article 54 shall be construed as derogating from the law in force in any Contracting State relating to immunity of that State or of any foreign State from execution.

V. IMMUNITY OF STATE PROPERTY FROM EXECUTION

Once a claimant has obtained an ICSID award, it may be faced with a recalcitrant Respondent State that refuses to pay or otherwise recognize the award. The Convention does not contemplate only enforcement in the respondent state. The prevailing claimant can also seek to execute against assets of the respondent state located in other jurisdictions. The execution of an award or a judgment against the property of a foreign state located in another jurisdiction invokes principles of immunity of foreign sovereign property from execution. Each state will have its own rules governing the

immunity from execution of foreign state property found within its jurisdiction. As a general principle, execution against foreign state property is significantly more difficult than execution against the property of a private respondent.

Article 55 of the Convention (see below) prevents the Convention from derogating from the law in force in any contracting state relating to the immunity of that state or of any foreign state from execution. Consider whether you believe that modification of Article 55 would be appropriate, and if so, draft an amendment to Article 55 that would implement your position.

Text of the ICSID Convention under Consideration for Amendment

Article 55

Nothing in Article 54 shall be construed as derogating from the law in force in any Contracting State relating to immunity of that State or of any foreign State from execution.

*VI. THE EFFECT OF DENUNCIATION OF OR WITHDRAWAL
FROM THE ICSID CONVENTION*

Recently, Bolivia and Ecuador denounced or withdrew from the ICSID Convention. The withdrawals have provoked considerable discussion as to the effect that the actions would have on claims in course and future claims. Articles 71 and 72 of the Convention regulate withdrawal and its effects. As you can see, the articles provide considerable room for interpretation. Give some thought to what effects of termination you believe would be preferable. For example, a contracting state in a bilateral investment treaty consents to ICSID arbitration. Then, the state withdraws from the Convention, and after withdrawal an investor seeks registration of a claim with the ICSID Secretariat. Should the declaration of consent in the bilateral investment treaty be unaffected by the withdrawal from ICSID, or should ICSID arbitration not be available to an investor national of the other contracting state to the BIT if filed more than six months after the date of deposit with the World Bank of the instrument of withdrawal?

Prepare an amendment to the relevant articles of ICSID in order to make clearer the effect of withdrawal on claims in course and on future claims otherwise covered by BIT in which the contracting state consented to ICSID arbitration.

Text of the ICSID Convention under Consideration for Amendment

Article 71

Any Contracting State may denounce this Convention by written notice to the depositary of this Convention. The denunciation shall take effect six months after receipt of such notice.

Article 72

Notice by a Contracting State pursuant to Articles 70 or 71 shall not affect the rights or obligations under this Convention of that State or of any of its constituent subdivisions or agencies or of any national of that State arising out of consent to the jurisdiction of the Centre given by one of them before such notice was received by the depositary.

RULES

PART I

1. INTRODUCTION

These Rules will be henceforth known as the Treaty Appreciation Competition© 2014 Official Rules.

2. PARTICIPATION AND ELIGIBILITY

2.1. Team Member Eligibility

All students of any university on a full-time or part-time basis in a 3-year LLB or a 5-year Integrated BA/BBA/ BSC/ BCOM/ BLS LLB course at the time of the competition are eligible to compete in the Competition.

2.2. Team Composition and Selection

Each team will consist of two (2) members. Each team shall be assigned a country for the purpose of adherence to procedure. Change in team composition shall not be permitted once the names are registered with SPIL Mumbai, except at the sole discretion of the organizers.

2.3. Outside Assistance to Teams

All research, writing and editing must be solely the product of Team members.

3. CLARIFICATIONS OF THE COMPETITION CASE FILE OR RULES

Teams may submit written requests for clarifications of the Case File or these Rules. Requests for such Clarifications must be received by the SPIL Mumbai by 10th December, 2013. Teams may submit requests for clarifications by email to spilmumbai@gmail.com. All clarifications to legitimate requests will be summarized and emailed to the participants within 3 days of their request.

4. TEAM REGISTRATION

4.1 Registering Names of Team Members

Each Team shall submit all Team members' names to spilmumbai@gmail.com by 20th October, 2013. The mail must contain the registration form sent to the Universities/ College with the required details and stamp of the college/ university. Alternatively, Teams may register online at www.spilmumbai.com. Such online registrations must be followed by a mail from the concerned authority of the University/College confirming such participation. Team members' names must be clearly typed in the mail, giving special attention to the spelling of each Team member's name. Participation Certificates will be awarded to Teams with names spelt in the manner thus provided.

Registration fee- The registration fee for Treaty Appreciation Competition 2014 is INR 2500 for all the invited Indian Universities/Colleges. Registration fee of USD 100 will be charged to all the Overseas Universities. The same shall be submitted through a demand draft drawn in favor of "SPIL Government Law College Mumbai" payable at "Mumbai, India", before 30th October, 2013 to the following address:

Utkarsh Srivastava
President,
Students for the Promotion of International Law, Mumbai
Government Law College,
'A' Road, Churchgate,
Mumbai 400020
Maharashtra, India

For any queries, you may communicate with: Ms. Anvita Mishra (+91 9819014493). Kindly intimate the details of the demand draft by an e-mail addressed to spilmumbai@gmail.com

4.2. Team Number as Identification

Team Code shall be given to each of the participating teams upon registration. Names of Participants, or Colleges or Universities must not be mentioned anywhere in the Critique.

PART II

5. RULES FOR THE CRITIQUE (*Written Comment*)

5.1. Submission of the Critique

All Critique submissions must conform to the following general requirements. Teams will be penalized for failure to abide by these requirements. Each team shall prepare a critique. Five (5) Hard Copies of the Critique must be sent to the following address, postmarked 15th December, 2013:

Utkarsh Srivastava
President
Students for the Promotion of International Law, Mumbai
Government Law College
'A' Road, Churchgate
Mumbai 400 020
Maharashtra, India

Soft Copies must be e-mailed to spilmumbai@gmail.com on or before 15th December, 2013.

5.2 Format of the Critique

1. Critiques must be typed and reproduced on white standard A4 paper (21 x 29 ³/₄ centimetres) except for the cover page, where green coloured paper must be used. The font and size of the text of all parts of the Critique must be the same and must be in Times New Roman 12-point. (except cover page)
2. The text of all parts of each Critique must have one and a half spacing, except that the text of footnotes and headings may be single-spaced.
3. Quotations of 50 words or more in any part of the Critique shall be block quoted (i.e. right and left indented) and may be single-spaced.

5.3. Description of the Critique

Length

The length of the critique should not exceed 3000 words.

Synopsis

The Critique must contain a summary of the Critique with special emphasis on the stand taken by the team with regard to the issues to be addressed at the Final Round of Talks. This synopsis is for organizational purposes. Thus, the word limit is not inclusive of the synopsis.

Margins

Each page of the Critique shall have margins of atleast one inch or two point six (2.6) centimetres on all sides, excluding page numbers.

Cover Page

The cover page chosen for the Critique should be similar to that of this Competition Module and green in colour. The end of the page should have the Team Code provided.

Binding

Critique must be fastened by viro or spiral binding along the left side of the Critique. No other form of binding including stapling or book-binding is permitted.

5.4. The Critique will be judged on the following grounds :

- | | |
|---|----------|
| 1. Appreciation and Critique of the Amendment | 20 marks |
| 2. Application of Legal Principles | 20 marks |
| 3. Use of Authorities and Citations | 10 marks |
| 4. Analysis and Organisation | 40 marks |
| 5. General Impression | 10 marks |

Total : 100 marks

5.5. Delay in the Critique

Critiques postmarked after the deadline as designated shall be penalized five (5) points.

5.6. Extreme Delay in Mailing Critique

Critiques shall be penalized three (3) points per day, in addition to the initial five (5) points described in Rule 5.5 for delay up to an additional five (5) days. Critiques not submitted within six (6) days of the deadline shall not be judged, and shall automatically be disqualified.

5.7. Other Mandatory Penalties

1. Font of inconsistent size, improper line spacing, or improper format of block quotations: 2 points per violating page, up to a total of 10 points.
2. Failure to include all parts of the Critique: 5 points for each missing part of the Critique.
3. Excessive length of Critique: 1 point per 10 words exceeded.

PART III

6. *Structure for the Oral Rounds*

1. During the TAC, participants will play the role of the members of the forum chosen. The proceedings shall be in the form of group discussion, to be presided over by the Special Rapporteur(s), according to an agenda defined and notified to the participants through Email, prior to the competition. The agenda will be accompanied by a compilation of the critiques of the fellow participants.
2. The session shall commence after an introductory address by the Special Rapporteur(s) of the issue at hand, wherein all members (team to be represented by one person per item on the agenda) will be allowed a predetermined period of time to deliver their opening address, to make clear their stand on the issue. Thereafter, there shall be an item-wise progress of all the matters on the agenda. The speakers of each team can change role item wise but two speakers cannot participate orally in the same item on the agenda.
3. The time period for each item shall be proposed by the members of the forum during their opening address. Subject to the discretion and judgment of the Special Rapporteur(s) the time frame per item on the agenda will then be announced. The decisions of the Rapporteur(s) in all matters shall be final and binding on all participants.
4. Participants are allowed at any point in the course of the session to change their stand. Please note that this is a session to be moderated by the Special Rapporteur(s), and therefore, all comments, observations and contrarian views may be expressed only with the consent and permission of the Special Rapporteur(s).
5. The Special Rapporteur(s) and other observing judges will be marking the proceedings of the session. Each team will be assessed on their combined performance. The Special Rapporteur(s) will also elect one participant as the best member on his observation of the session based solely on his/their discretion.

6.1 Team Marking Criteria for Oral Deliberations (per Judge)

1. Marshalling of resources and Articulation of issues	15 marks
2. Presentation Skills and General Etiquette	20 marks
3. Use of Authorities and Precedents	20 marks
4. Legal Analysis and Persuasiveness	20 marks
5. Ability to take lead and control the group	15 marks
6. Innovative Thinking	10 marks
Total :	100 marks

Part IV

7. Dress Code

The teams are expected to follow a strict dress code of western formals.

8. Awards

Following are the prizes for this edition of the competition:

Best Team

The team which secures the highest cumulative points (Critique and oral marks) shall be awarded Best team.

Runners Up

The team which secures the second highest cumulative points (Critique and oral marks) shall be awarded runner-up team.

Best Member

The Best Member prize is an individual award which will be presented to the participant who is nominated by the Special Rapporteur(s) as the Best participant at the session.

Best Critique

The Best Critique will be presented to the team that secures the highest marks after assessment of their legal critique..

Prize winners will also be given certificates for the same along with the certificates for participation. Participation certificates will only be distributed at the Valedictory Function and teams not present to collect them will not be entitled to receive the certificates other than in special circumstances. Winners will also receive trophies and other prizes.

9. ACCOMMODATION

Accommodation will be provided for the participating teams for the duration of the competition. Teams must arrive before 12:00 hours on 31st January 2014.

Note: A Team consists of two (2) Members. Observers and extra members will not be considered part of the team.

The participating teams will be received by the volunteers of the Organizers at their respective venues of arrival. To enable the organizers to do the same, please provide prior intimation of your travel details. Participants are requested to kindly mail their travel details to SPIL Mumbai on spilmumbai@gmail.com on or before January 20, 2014. Any subsequent changes made to the travel plans should also be intimated to SPIL Mumbai. Participants must provide SPIL Mumbai with one E-mail address to facilitate vital communication. That Email id shall be used for the purpose of intimating important information from time to time by SPIL Mumbai in connection with the Competition. Information communicated to that e-mail address will be deemed to have been communicated to the Team. All communication with SPIL Mumbai must be addressed to the following E-mail address: spilmumbai@gmail.com

MISCELLANEOUS

1. If any one of the members of a team is notified / informed of any detail or information, it shall be deemed that the said team as a whole has duly been notified / informed. In case of any doubt in either understanding any of the details or interpreting them, the it shall be deemed that the said team as a whole has duly been notified / informed. In case of any doubt in either understanding any of the details or interpreting them, the decision taken by SPIL Mumbai shall be final and binding.
2. Rules should be strictly adhered to. Any deviation thereof can attract penalties and even disqualification.
3. SPIL Mumbai shall resolve unanticipated or unexpected contingencies, if any, and the decision in this regard shall be final.
4. Any reference to time will be construed to be a reference to Indian Standard Time.

CONTACT US

Utkarsh Srivastava

President

Students for the Promotion of International Law (SPIL), Mumbai

Government Law College

'A' Road, Churchgate.

Mumbai- 400 020 Maharashtra- India

Mobile No- +91 98332 77221

Email: spilmumbai@gmail.com

spil@glcmumbai.com

president@spilmumbai.com

Website : www.spilmumbai.com

Alternatively you may contact:

Ms. Anvita Mishra +91 9819014493

OUR HEARTFELT GRATITUDE

For having consented to draft the Competition Modules for the 5th Government Law College International Law Summit 2014, we express our heartfelt gratitude and appreciation to our erudite drafters. Thank you for your invaluable contribution, and encouragement!

Prof. Debra P. Steger

Professor Steger joined the Faculty of law, Ottawa University, Canada, in 2004 after a 20 year career in the World Trade Organization (WTO), the Government of Canada and major Canadian law firms. She is a Senior Fellow with the Centre for International Governance Innovation (CIGI).

She was the first Director of the Appellate Body Secretariat of the World Trade Organization from 1995-2001. During the Uruguay Round, she was the Senior Negotiator for Canada on Dispute Settlement and the Establishment of the World Trade Organization as well as the Principal Counsel to the Government of Canada for all of the Uruguay Round agreements. She has served on the board of advisers to the United Nations Conference on Trade and Development (UNCTAD) project on Building Capacity through Training in Dispute Settlement in International Trade, Investment and Intellectual Property, and is a member of the Trade Committee of the International Law Association. She has chaired a WTO dispute settlement panel, acted as counsel to governments in several WTO disputes, and has provided technical assistance and training to developing country Members of the WTO.

Prof. John H. Rooney

Professor John H. Rooney represents clients in international business matters. He has served as counsel in arbitrations under the rules of many arbitral institutions, and represented clients in arbitration-related litigation. He is the chair of the Inter-American Bar Association's International Arbitration Law Committee and a consultant for UNCITRAL. Professor Rooney has written and spoken extensively on the subject of international arbitration both in the United States and abroad. He is active in academics and legal research relating to arbitration and international commercial law and dispute resolution in general.

We are highly grateful to Prof. Steger and Prof. Rooney for drafting highly comprehensible modules for the Judgment Deliberation Competition and Treaty Appreciation Competition respectively.

Participate as a Delegate

Kindly register by sending us a mail at spilmumbai@gmail.com. Send a demand draft for the amount of ₹ 200, drawn in favour of “SPIL Government Law College Mumbai” to the following address before 20th January, 2014.

Utkarsh Srivastava

President

Students for the Promotion of International Law (SPIL), Mumbai

Government Law College

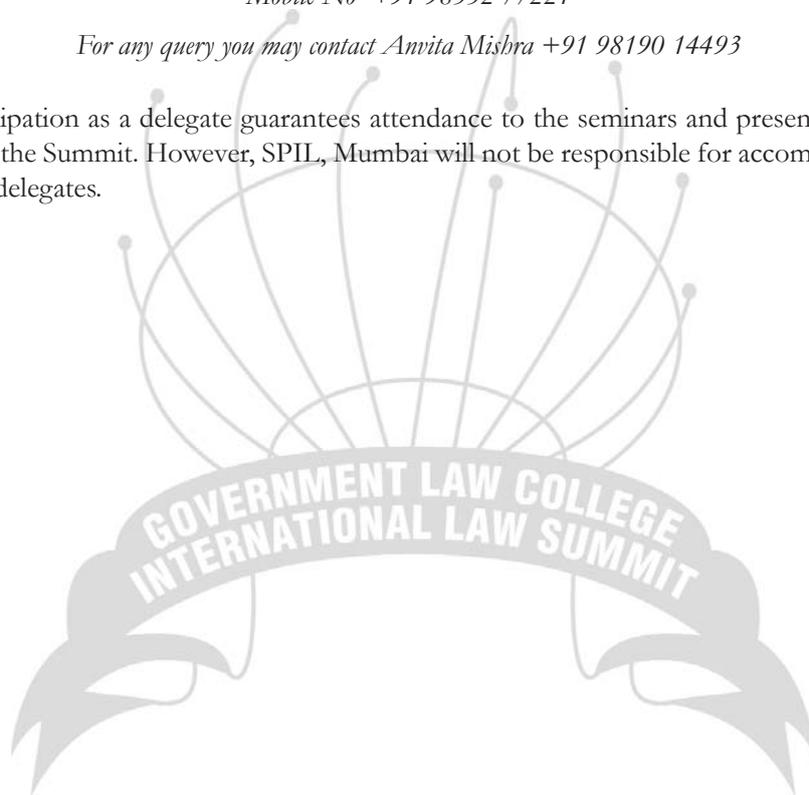
'A' Road, Churchgate.

Mumbai- 400 020 Maharashtra- India

Mobile No- +91 98332 77221

For any query you may contact Anvita Mishra +91 98190 14493

Note : Participation as a delegate guarantees attendance to the seminars and presentations during the 3 days of the Summit. However, SPIL, Mumbai will not be responsible for accommodation and food for the delegates.



SCHEDULE*

Day I: Friday, January 31, 2014

5.00 p.m.	Inaugural
5.45 p.m.	Panel Discussion
7.00 p.m.	Dinner
8.30 p.m.	Orientation for Participants
9.00 p.m.	Exchange of Judgments

Day II: Saturday, February 1, 2014

10.00 a.m.	Key Note Address
10.30 a.m.	Lecture 1
11.15 a.m.	Tea break
11.30 a.m.	Lecture 2
1.00 p.m.	Lunch
2.00 p.m.	Treaty Appreciation Competition: Session 1
4.00 p.m.	JDC: Preliminary Rounds
4.30 a.m. - 4.45 p.m.	Treaty Appreciation Competition: Tea Break
7.30 p.m.	JDC Preliminary Round Results
8.00 p.m.	Dinner

Day III : Sunday, February 2, 2014

10.30 a.m.	Treaty Appreciation Competition: Session 2
11.00 a.m.	JDC: Semi Finals
11.30 a.m.	Tea break Treaty Appreciation Competition
1.00 p.m.	Results for the Semi Finals
2.30 p.m.	Lunch
5:00 p.m.	Lecture 1
5:30 p.m.	Lecture 2
5.00 p.m.	Finals JDC
6.45 p.m.	Valedictory
8.00 p.m.	Dinner

* The above schedule is subject to change

CONTACT US

- **Postal Address :**

Please address all correspondence to :

Utkarsh Srivastava
President,
Students for the Promotion of International Law, Mumbai ,
Government Law College,
'A' Road, Churchgate,
Mumbai - 400020.
Maharashtra, India

- **E-mail Addresses :**

Please address all e-mails to :

registrations@spilmumbai.com : To register for the International Law Summit 2014
spilmumbai@gmail.com or spil@glcmumbai.com : For any other queries

- **Website :** www.spilmumbai.com

- **Telephone Numbers :**

Utkarsh Srivastava, President: +91-9833277221
Anvita Mishra, Vice-President: +91-9819014493



OUR HEARTFELT GRATITUDE

We extend our heartfelt gratitude to all our previous sponsors and partners for their invaluable contribution and support.



**Mulla & Mulla
& Craigie Blunt & Caroe**
Advocates, Solicitors and Notaries



REGISTRATION FORM*

SECTION 1: Select one or both of the following Competitions:

- () Judgment Deliberation Competition
- () Treaty Appreciation Competition

SECTION 2 : College Information

NAME OF COLLEGE :

(Please enter the full name (as it should be printed in the programme))

NAME OF COLLEGE CO-ORDINATOR :

ADDRESS :

.....

.....

Country: Zip Code:

Telephone Number:

Email Address:

SECTION 3 A : Team Contact Information For The Judgment Deliberation Competition

All information pertaining to the competition will be mailed and/or emailed to the Team
Contact e-mail address listed below.

TEAM CONTACT (E-mail Address):

Member 1 - Name:

Telephone Number:

Email Address:

Member 2 - Name:

Telephone Number :

Email Address :

SECTION 3 B : Team Contact Information For The Treaty Appreciation Competition

All information pertaining to the competition will be mailed and /or emailed to the Team Contact e-mail address listed below .

TEAM CONTACT (E-mail Address) :

Member 1 - Name :

Telephone Number:

Email Address :

Member 2 - Name :

Telephone Number :

Email Address :

SECTION 3 C : Registrations for Call for Papers

Name:

Telephone Number :

Email Address :

Proposed Subject :

(If the paper is a co-authored effort, kindly mention the names of all authors. However, as per the rules of the competition, the paper cannot have more than four authors.)

SECTION 4 : Competition Fees

Please address all Demand Drafts to “SPIIL Government Law College Mumbai”

The fees for registration is mentioned here under :

- Judgment Deliberation Competition : ₹ 2500 for invited Indian Colleges / Universities and USD 100 for all overseas Colleges / Universities
- Treaty Appreciation Competition : ₹ 2500 for invited Indian Colleges / Universities and USD 100 for all overseas Colleges / Universities

*All Registration Forms must be submitted on or before 20th October, 2013 for JDC & TAC. Teams for JDC & TAC from the same College can apply in a single form.

Whereas sections 1, 2 and 4 are compulsory, participants are required to carefully choose between sections 3 A, 3 B and 3 C. One student may participate in one competition only. Multiple participants / teams representing the same college may apply on a single form.