HIDAYATULLAH NATIONAL LAW UNIVERSITY

RAIPUR

II JUSTICE HIDAYATULLAH INTERNATIONAL MOOT COURT COMPETITION

MAR 21-23 2025

About the University

Hidayatullah National Law University (HNLU) was established under the Hidayatullah National University of Law, Chhattisgarh, Act, (No. 10 of 2003). It is recognized by the University Grants Commission u/s 2(f) and 12(B) of the UGC Act, 1956 and also by the Bar Council of India u/s 7 (1) of the Advocates Act, 1961. HNLU is the first National Level Institute established in the new State of Chhattisgarh in the year 2003 and the sixth Law University in the country. HNLU ranked 5th in India Today Ranking 2021 and 51-100 on crisis management during COVID by the World's Universities with Real Impact (WURI) Ranking 2021 and 201-300 among the innovative and emerging Universities by WURI is set to scale new benchmarks in the years to come.

Hon'ble Mr. Justice Ramesh Sinha, Chief Justice, High Court of Chhattisgarh is the Chancellor of the University. Prof. (Dr.) V. C. Vivekanandan, former MHRD Chair Professor of IP Law at NALSAR University and former Dean of the Rajiv Gandhi School of Law, IIT Kharagpur and School of Law, Bennett University is the Vice Chancellor of the University. Dr. Deepak Kumar Srivastava is the Registrar (I/c) of the University.

The Legacy of Mooting Excellence at HNLU

Hidayatullah National Law University (HNLU) has a longstanding tradition of organizing prestigious moot court competitions that exemplify its commitment to academic excellence and the advancement of legal education. Over the years, HNLU has established itself as a leading institution for mooting, with its flagship events—The Justice Hidayatullah National Moot Court Competition (HNMCC) and the Justice Hidayatullah International Moot Court Competition (HIMCC)—standing as cornerstones of its legacy.

The HNMCC Legacy

The Justice Hidayatullah Memorial National Moot Court Competition was initiated to honor Justice Mohammad Hidayatullah, a luminary in Indian jurisprudence. The HNMCC has grown to become one of the most sought-after moot court competitions in the country, attracting top law schools with its rigorous problem statements and esteemed judging panels.

In its 13th edition in 2023, the HNMCC showcased the legal brilliance of students from 40 participating teams across India. Under the stewardship of Hon'ble Vice Chancellor Prof. (Dr.) V.C. Vivekanandan, the event celebrated the art of advocacy through its intense rounds of legal debate. Participants competed for coveted titles, including the Justice Hidayatullah Memorial Trophy, as well as awards for the Best Memorial, Best Speaker, and Best Researcher.

The HNLU-NHRC Moot Court Competition

HNLU has also partnered with the National Human Rights Commission of India (NHRC) to organize the annual HNLU-NHRC Moot Court Competition. This initiative provides students with a unique platform to explore the intersection of human rights and advocacy, addressing contemporary issues and fostering critical thinking. The NHRC Moot has gained acclaim for its impactful themes and strong focus on promoting human rights awareness among law students.

The Global Dimension of HIMCC

In 2024, HNLU broke new ground by hosting the inaugural Justice Hidayatullah International Moot Court Competition (HIMCC). This historic event introduced a global dimension to the university's mooting culture, attracting teams from international universities to compete alongside the best Indian law schools. The HIMCC elevated HNLU's reputation as a hub for academic excellence and provided participants with unparalleled exposure to international legal systems and practices.

2nd Edition of HIMCC (March 2025)

Building on the success of its first edition, HNLU is thrilled to announce the 2nd edition of the Justice Hidayatullah International Moot Court Competition, scheduled to be held in March 2025. This edition promises to be even more ambitious, with increased international participation and a problem statement that addresses pressing global legal issues in recognition & enforcement of arbitral award under NYC.

The competition will continue to be judged by a distinguished panel, including sitting judges of the High Court of Chhattisgarh, eminent legal academicians, and leading practitioners from top law firms. HIMCC 2025 will feature advanced mooting techniques, robust competition, and unique opportunities for networking and collaboration among the next generation of legal minds.

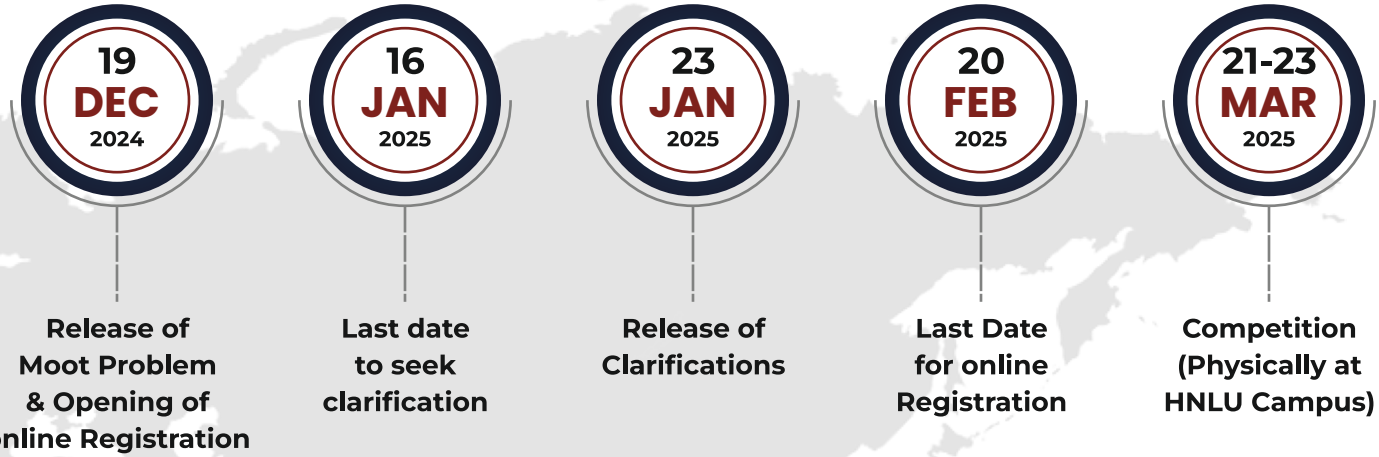
A Tradition of Excellence

With the HNMCC, HIMCC, and NHRC Moot Court Competitions, HNLU consistently provides a platform for aspiring lawyers to develop their advocacy skills and gain insights from the best minds in the legal field. These competitions not only uphold the university's vision of academic excellence but also prepare students to contribute meaningfully to the global legal landscape.

The 2nd edition of the HIMCC is poised to further HNLU's legacy of fostering legal talent and creating opportunities for transformative advocacy on the international stage.

MODE OF COMPETITION: The event will be in physical format. The University boasts of a world-class infrastructure. The University is equipped with a Master Moot Court Hall and 5 subsidiary Moot Court Hall apart from a 350-Seater Auditorium where a Grade Finale takes place. The Campus is well connected with an Airport (Swami Vivekanand Airport Raipur, Chhattisgarh) and Railway Station (Raipur Jn) at a short distance.

Important Dates



Competition Rules

Rule-1

Definitions

1.1. **Advanced rounds** refers to the Quarter-finals, Semi-finals and Final rounds of the Competition, which shall be knock-out rounds.

1.2. **Bench Memorandum** means the memorandum of law and authorities concerning the Competition Proposition prepared by the University for the exclusive use of Competition judges.

1.3. **Competition** refers to 2nd Justice Hidayatullah International Moot Court Competition. The Competition includes memorial rounds, oral rounds, and researchers' test.

1.4. **Competition Proposition or Proposition** means the official proposition of the Competition as supplemented, corrected, and/or clarified.

1.5. **Competition Rules or Rules** refers to the rules contained herein and such other notification as the Secretariat or the Organising University may make in respect to conduct of the competition.

1.6. **Corrections and Clarifications** means the corrections and clarifications to the proposition, as published pursuant to Rule 7.2.

1.7. **Ex-parte round** means an oral round wherein only one team submits their pleadings, i.e. in the absence of the opposite team.

1.8. **Memorial** refers to the written arguments submitted by each team, on behalf of both the Parties, according to the competition rules. A team shall prepare only one (1) memorial for each party to the dispute.

1.9. **Oral rounds** refers to a team's pleadings, comprising of oral submission by the team, in front of the judges, on behalf of one of the parties, against another team representing the opposing party. The competition includes two categories of oral rounds i.e. Preliminary Rounds and Advanced Rounds.

1.10. **Parties** refers to the parties to the dispute as identified by the moot proposition as Informant/ Appellant and Opposite Party/ Respondent.

1.11. **Preliminary rounds** refers to the Oral Rounds which will take place prior to the Advanced Rounds of the Competition for the purpose of determining the teams that will proceed to the Advanced Rounds.

1.12. **Raw Scores**

For Preliminary Round: The aggregate of the marks obtained in the oral round will constitute the Raw Scores of a team for the preliminary rounds.

For Advanced Round: The aggregate of the marks obtained in the said oral round will constitute the Raw Scores of a team for that specific advanced round.

1.13. **Recognized Institution** includes a university and its constituent colleges, school, faculty of law, institute, etc. if any, authorized to enroll students for obtaining a bona fide degree in law as per their legal system.

1.14. **Scouting** means the act of attending an oral round (except the final round) by any member/coach of a team in which the concerned team is not competing. The clause does not apply to Coaches who have been invited as judge for the specific round that they are judging.

1.15. **Secretariat** means the Organising Secretariat or Organising Committee of the competition, as notified by the Organising University.

1.16. **Team code** refers to the unique Code allotted to each participating team for the purpose of this Competition.

1.17. **Time zone and Currency** for the purposes of the competition, time zone shall be the Indian Standard Time (GMT +5:30), and Currency shall be the Indian Rupee.

1.18. **Organising University** shall mean Hidayatullah National Law University, Nava Raipur.

Rule-2

Eligibility Criteria

2.1 All students enrolled Bona-fide on a regular basis in any full-time law diploma course at under-graduate or post-graduate level conducted by any recognized institution.

2.2 However, only one (1) team shall be eligible to participate, per recognized institution. In a system where a university has constituent colleges/institutes/school/faculty of law/department etc. each such constituent entity can register a team or the university as such can be represented by a team comprising students from different constituent colleges.

Rule-3

Team Composition

3.1 Each Team shall comprise of a maximum of three (3) members out of which two (2) members shall be designated as speakers, and one (1) member shall be a researcher.

3.2 The teams may choose to participate without a Researcher. However, either of the other two members must appear for the Researcher Test.

3.3 Once the team composition is communicated to the Secretariat, no change in team composition shall be permitted unless prior permission has been obtained from the Secretariat.

Rule-4

Team Online Registration

Online Registration for the Competition will commence on the date as notified in the brochure. The last date for online registration shall be notified in the brochure.

The teams shall be required to send the nominal registration fee:

- Registration fee (without accommodation) - **Rs. 9000 (Rupees Nine Thousand Only) per team**.
- Registration fee (with accommodation) – **Rs. 12000 (Rupees Twelve Thousand Only) per team**.

Note:

1. The accommodation shall be provided at University Hostel (Non-AC, non-attach accommodation with 1 Bed, 1 Mattress, 2 sheets, 1 Blanket, 1 Chair & Table set, 1 set of Toiletries), for which the participants shall abide by University Hostel Rules. The University provides separate hostels for boy and girl students.
2. All meals during the competition will be provided at the University campus.
3. The registration fee (with accommodation) shall cover lodging and fooding from 5pm, 19.03.2025 to 11am, 24.03.2025.
4. Anyone, who seeks to extend their accommodation shall be levied an additional charge of Rs 300 per person per day. Whereas, Mess shall charge additionally for food as per their prevailing rates.
5. Please note that the amount shall be paid in INDIAN RUPEES ONLY.
6. Please scan the QR Code or click the link given below for registration: **https://forms.gle/uNTANjB6DSWifxbb8**
7. Link towards payment of registration fee may be accessed at: **https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=5675243**

The following scanned documents are required to be submitted by the teams at the time of registration:

- The receipt of online payment.
- Letter of approval from the concerned recognised Institution permitting the team to take part in the competition.
- ID Issued by the Recognised Institution the Participant is enrolled with.
- Additionally for International Teams, a copy of passport.
- Whereas, the Organising Institution may seek any other document to verify the identity of a participant.

Rule-5

Judges' Responsibility

Judges shall ensure a thorough adherence to the spirit of judgeship in the competition.

Rule-6

Assistance to a team from any other team(s)

6.1 No Assistance, generally, to be Taken from Non-members:

Every team must research and write its memorial without the assistance of non-members. Teams may receive general advice from their respective Team Coaches. However, such advice must be limited to general advisory on the area of law concerned, the structure of written arguments, and general commentary on the team's arguments. No advice whatsoever may be taken from any member or team coach of another team.

6.2 No Assistance to be Provided to Another Team:

Team Members and Team Coaches from any Team, including Teams that have been eliminated from the Competition, shall not provide assistance in any way to any other Team. Prohibited assistance includes, but is not limited to, the following:

- giving the Team's notes or Memorials to a Team still in the Competition;

- posting the Team's Memorials online so that a person who is not a registered Team Member may access them;
- engaging in practice Moots against a Team with whom their preliminary rounds have been fixed; and
- providing video or audio recordings of previous Moots, whether practice Moots or Competition Moots, to a Team still in the Competition.

The Secretariat may allow for otherwise prohibited assistance if deemed to be in the best interests of the Competition.

6.3 Use of Bench Memorandum and Other Teams Memorials by Teams:

The Bench Memorandum shall be confidential at all times. Any team found making use of the Bench Memorandum, however acquired, shall be disqualified. In preparing its Memorials, no team may incorporate arguments or other information from the Memorials of other teams.

Rule-7

Clarifications to the Moot Proposition

7.1 Clarifications and Corrections

Clarifications can be sought and Corrections may be requested, until the date as notified in the brochure, through a Google Form that can be accessed here: **https://forms.gle/RSBDZvEwRVe5UF799**

Based upon the requests received from all Teams, Corrections and Clarifications to the Competition Proposition will be published on the date as notified in the brochure. Each Team must ensure that it receives and adequately notes the Corrections and Clarifications in preparation for the Competition.

7.2 Rights over the memorials:

The Secretariat reserves the right to disseminate and reproduce the memorials for the purposes of the Competition. The Secretariat will not be responsible for any mistakes or errors that are a part of the memorial.

Rules relating to Memorials

The memorial submission for registered teams must be made via a Google form that will be sent to the team post-registration.

8.1 Each participating team is required to prepare a memorial for each party to the dispute with the following mandatory heads:

- Cover Page
- Table of Contents
- Index of Authorities
- Statement of Jurisdiction
- Statement of Facts (not exceeding 2 pages).
- Issues Raised
- Summary of Arguments (not exceeding 2 pages)
- Arguments Advanced (not exceeding 20 pages)
- Final Submission/Prayer (not exceeding 1 page)

8.2 Teams shall cite authorities following the Uniform citation method using footnotes in accordance with the 21st Edition of Bluebook: A Uniform System of Citation.

8.3 The Cover Page of each memorial must contain only the following information:

- The Team Code in the upper right corner of each memorial
- The name of the forum resolving the dispute.
- The name of the Competition
- The Cause Title.
- The party on behalf of which the memorial is prepared.

8.4 Memorials submitted twelve (12) hours after the memorial submission deadline, will not be accepted and such teams shall be disqualified from the Competition.

8.5 A memorial once submitted will be considered final and cannot be revised.

8.6 In the scenario where any memorial is sent late (in a separate form submission), the penalty

for late submission imposed on the latter memorial will be imposed on the earlier memorials as well. The penalty will also be imposed if the aforementioned memorials are submitted in different form submissions.

8.7 Memorials shall be named according to the team code and the party for which the memorial is submitted. (For instance, Team 01 will name its memorials as 01-I and 01-R where 'I' is the Informant/Appellant and 'R' is Respondent/Opposite Party).

8.8 All teams are required to submit ten (10) sets of hard copies for each side of the memorials to the Organizing Committee, upon their arrival at the venue of the Competition. The memorials shall be collected by the Registration-Team designated by the Secretariat during the on-site registration of the respective teams. NO on-site registration shall be allowed without the submission of hard-copies as required under this rule.

8.9 All parts of the memorial (including headers, footers and headings) shall be typed on A4-sized paper/format, with the following formatting specifications:

- Font Type: Times New Roman
- Font Size: 12
- Line Spacing: 1.5
- Margins: 1 inch on each side

8.10 For footnotes, the formatting specifications are

- Font Type: Times New Roman
- Font Size: 10
- Single Spacing between lines
- Margins: 1 inch on each side
- Speaking footnotes or endnotes are not allowed.

8.11 The memorials shall be spiral-bound / soft bound. The following color scheme should be followed for the cover page of the memorials:

- Informant/Appellant – BLUE
- Opposite Party/Respondent – RED

8.12 The memorials shall not contain any annexure, photograph, graph, diagram, or any other representation of such nature.

8.13 The hard copies of the memorials must be identical to the soft copies submitted by the team. In case of any violation of this rule, the team shall incur a penalty, subject to the decision of the Organizing Secretary. In case of non-identical submissions, the prior submission shall be considered as final.

8.14 A Team may prepare a compendium of cases, though the same shall not be a part of the memorial or be used for memorial evaluation purposes.

Rule-9

Penalties

9.1 Any memorial violating any of the specifications mentioned under Rule 8 will be penalized according to the following scheme.

S No.	Criterion	Penalty Deductions
1.	Late submission of memorials	1 marks (each memorial), for every hour after the deadline
2.	Failure to comply with page limit as prescribed in rule 8(a)	1 Mark per extra page
3.	Failure to comply with the rules 8(c)	0.25 Marks per specification with a maximum of 5 marks per memorial
4.	Failure to comply with rule 8(b)	0.25 per violation, with a maximum of 5 Marks per memorial
5.	Exclusion of items mentioned in rule 8 (a)	2 Marks per specification
7.	Inclusion of speaking footnote/ endnote	0.5 Marks per footnote/ endnote

There will be a maximum cap on the penalties which may be imposed for the violations mentioned in the table:

- For late submission of memorials, a maximum deduction of 12 marks will be imposed as a penalty.
- For failure to comply with the formatting specifications prescribed above along-with speaking footnotes and endnotes, a maximum deduction of 20 marks will be imposed as a penalty.

- There will be no cap on imposing penalties for all other specifications save and except those mentioned above.

Rule-10

Scoring Criteria

10.1. Memorial Scoring Criteria

The marks distribution for the memorial shall be as follows:

S No.	Criterion	Marks
1	Application of Facts	25 Marks
2	Reasoning	25 Marks
3	Use of authorities and precedents	20 Marks
4	Understanding Law and procedure	20 Marks
5.	Formatting	10 Marks

10.2 Anonymity:

There should be no indication of (a) the institution which the team represents, (b) the name of the members, (c) their nationality, or any other information that may reveal the identity of the team or its members, in the memorials or any other material carried inside the courtroom. The teams must also not disclose, or attempt to disclose, any such information at any stage of the Competition to the Judges, Court clerks, Opposite team, or any other person otherwise involved or interested in courtroom proceedings.

The violation of this rule will result in severe penalties, which may involve disqualification, as determined by the Organizing Secretariat.

Organizing secretariat may impose a Penalty (up to and including disqualification) against any Team that intentionally or inadvertently discloses its school, Jurisdiction, or country of origin to a judge during a Round, whether or not such disclosure occurs during a Moot. All instances of disclosure during a Round shall be reported to the Organizing Secretariat.

Merely posting pictures of a participating Team or Team Member(s) on social media or a publicly available website, absent other facts, does not ipso facto constitute a violation of this Rule.

Rule-11

Format of the Competition

11.1 Rounds:

The Moot Court Competition shall consist of Memorial Round, Preliminary rounds and Advanced rounds. Each team will argue in two (2) preliminary round, once on behalf of each Party. In the Advanced rounds, the teams would represent only one side in each round.

11.2 Researchers Test:

A Researcher Test shall be conducted for adjudicating the "Best Researcher" on the first day of the competition. The Speakers shall not be eligible to participate in the test.

However, in the case of a two-member team, one of the speakers shall be eligible to appear for the Researcher Test and the same shall be notified by the team to the Organisers at the time of Formal Registration.

11.3 Oral Rounds:

(A) General: The mode of communication for the Competition shall be English only. The dress code to be adhered to for the duration of the Competition is-

- Ladies: Courtroom Formals (Preferably Black Blazer).
- Gentlemen: Courtroom Formals (Preferably Black blazer).

(B) Format:

- The matchup of teams in Preliminary Rounds shall be determined on the basis of a draw of lots.
- The team with the higher Raw Score in a round will be deemed to have won a round.
- In a situation where after the preliminary rounds, there exists a tie in the number of wins of two or more teams, it will be decided in the following order:

1. On the basis of marks obtained under the head 'Reasoning in the Application of Principles'.
2. The final decision will be made on the basis of Researcher Test scores.

The marks breakup for the Oral Rounds shall be as follows:

S. No.	Criterion	Marks
1.	Response to Questions and Articulation	25 Marks
2.	Reasoning and Application of Principles	25 Marks
3.	Use of Authorities and precedents	20 Marks
4.	Application of Facts	20 Marks
5.	Advocacy Skill, Court Craft and Demeanour	10 Marks

(C) Bench strength:

The Bench for the purposes of the Preliminary Rounds shall consist of two judges. For the Advanced Rounds, three-judge bench for Quarterfinals & a four-judge bench for Semi Finals and a Five-judge bench for the Final Rounds. Organising secretariat reserves the right to change number of judges per bench.

(D) Communication between members of the team:

The members of a team are allowed to communicate among themselves during the Oral Rounds. However, the same must be in written form only and must not be in violation of general courtroom practices.

(E) Electronic devices inside the Courtroom:

During oral rounds of the competition, oralists at the podium and Team Members seated at counsel table may operate, only for purposes directly relating to the said oral round- laptop, tablet, mobile phone, PDAs, etc., provided such devices are not internet-enabled or data-capable, or have instant messaging capabilities.

Violation of the said rule shall lead to disqualification from the concerned oral round.

(F) Time keeping devices inside courtroom

The official time of the match shall be indicated by the bailiff. No one other than the bailiff may display timecards or otherwise signal to the oralist how much time is left.

(G) Scouting:

There are two types of scouting, both of which are prohibited. "Direct Scouting" occurs when a Team attends a Moot involving one or more Teams against which it will compete in a future Moot.

"Indirect Scouting" occurs when a Team attends a Moot involving two Teams against which it is not scheduled to compete in the Preliminary Rounds, or when a Team, through any other means, obtains or attempts to obtain information about another Team regardless of whether the Team seeking the information will compete against the Team(s) for which information is sought.

The decision of Organizing secretariat shall be final with regard to any disciplinary action taken against team for violation of rules under this clause.

(H) Duration:

- For the Preliminary Round, each team will be allotted a total of thirty (30) minutes to present their arguments. No speaker shall be allowed to plead for more than twenty (20) minutes. Each team is entitled to reserve a maximum of five (5) minutes, out of the total thirty (30) minutes, for rebuttals and sur- rebuttals.
- For Advanced Rounds, each team will be allotted a total of forty-five (45) minutes to present their arguments. No speaker shall be allowed to plead for more than twenty-five (25) minutes. Each team is entitled to reserve a maximum of five (5) minutes, out of the total forty-five (45) minutes, for rebuttals and sur-rebuttals.
- The teams are to arrive at the designated Courtroom fifteen (15) minutes before the Round is supposed to start. In case the team fails to report to the designated Courtroom within ten (10) minutes of the starting of the Round, the team will be deemed to have forfeited the Competition and the Round will continue as an ex-parte round.

(I) Advanced Rounds:

- The party to be represented by the teams in the Advanced Rounds shall be decided by way of draw of lots / coin toss.
- Qualification in the Advanced Rounds will be determined by win/ loss in the respective Advanced Round.

Rule-12

Awards and Trophies

All participants will receive a 'Certificate of Participation'. Special awards will be distributed in the following categories:

12.1 Team:

- The team which wins the final round will be adjudged as the 'Winner of the 2nd HIMCC 2025' and will get an amount of INR 2,00,000/- (Rupees Two Lakhs Only) and a trophy.
- The team which secures second place will get the title of 'Runners-up' and INR 1,50,000/- (Rupees One Lakh Fifty Thousand only) as cash prize.

12.2 Best Memorial:

The team with the highest memorial score (aggregate) will get the 'Best Memorial' prize along with a cash prize of INR 75,000/- (Rupees Seventy-Five Thousand Only).

In case of a tie between the aggregate memorial scores of two or more teams, the winner will be decided in the following order:

- On the basis of aggregate marks obtained under the head 'Reasoning'.
- The final decision will be made on the basis of a Coin Toss.

12.3 Best Speaker:

The speaker who secures the highest score (aggregate) at the conclusion of the Preliminary Rounds will get an award for the 'Best Speaker' with a cash prize of INR 75,000/- (Rupees Seventy-Five Thousand Only). It is necessary to argue for both parties in order to be eligible for the 'Best Speaker Award'.

In case of a tie between the aggregate oral scores of two or more speakers, the winner will be decided in the following order:

- Based on aggregate marks obtained under the head 'Reasoning in the Application of Principles'.
- The final decision will be made on the basis of a Coin Toss.

12.4 Best Researcher:

- The researcher with the highest score in the Researcher Test will get the 'Best Researcher' prize along with a cash prize of INR 50,000/- (Rupees Seventy-Five Thousand Only).
- In case of a tie between the marks obtained by two or more Researchers, the winner will be decided on the basis of:
  - memorial score of the teams which the researchers represent;
  - If the tie persists, then coin toss.

Rule-13

Power to Promulgate Additional Measures

The Organizing Secretariat may promulgate any other measures for the orderly conduct of the Competition or to correct deficiencies in the Competition. It is anticipated that additional measures will be adopted when Team Registration has been completed.

Rule-14

Exemplary Power clause

- The Secretariat reserves the right to make changes in the rule if situation so warrant.
- In case of any dispute arising in the interpretation of the rules, or otherwise, the decision of the Organizing Secretary in consultation with the Organizing Committee would be final and binding.
- Scores obtained by the teams/participants shall be kept confidential with Organizing University, whereas upon receiving official written request from statutory authorities of a participating institution, the Organising Secretariat may disclose the results of their team to the requesting institution. Such request shall be made within 7 days of the completion of the event, after which no such requests shall be entertained.

Code of Conduct

- A violation of the prescribed Code of Conduct will invite sanctions which will be decided by the Organizing Secretary.
- Teams are expected to behave with other team members and the Judges / Organisers / Volunteers in a dignified manner.
- Teams should not attempt to influence Judges / Organisers in any manner.
- Participants are expected to maintain decorum in the courtroom during the Competition and to conduct themselves in a manner befitting the legal profession.
- The teams should not engage in any form of unethical, unprofessional, or wrongful conduct during the entire period of the Competition.
- Participants should not indulge in the consumption / carrying of drugs / alcohol / arms or ammunition / immoral / illegal activity or any other form(s) of taste/addiction during the course of the Competition & on the campus for the entire duration of participants' stay.

MOOT PROPOSITION

The moot court proposition revolves around a commercial relationship between two enterprises GondTech Solutions Private Limited and Vikram Defence Tech Corporation, wherein, the parties entered into a contract for technology transfer and skill development the for deployment of Quantum-Cybersecurity System in the Republic of Vikram. The contract in question i.e. Technology Transfer and Skill Development Agreement (hereinafter "underlying contract"/ "Agreement"). includes a multi-tier dispute resolution agreement governed by the UNCITRAL Arbitration Rules, with the seat of arbitration being Gondwana. The two parties to the underlying contract are:

1. GondTech Solutions Private Limited (hereinafter "GondTech"), a private company in Gondwana.
2. Vikram Defence Technologies Corporation (hereinafter "VDT"), a fully government-owned statutory corporation from the Republic of Vikram.

Several disputes in the currency of the underlying contract have led to contentious issues being raised qua the enforcement of the arbitral award. The moot proposition is based on an application filed before the court of the Republic of Vikram for recognition and enforcement of an arbitral award.

All the communications contemplated in the proposition should be assumed to have happened via email, unless categorically specified.

About Gondwana:

Gondwana has experienced industrial and technological growth over the past decade, driven by an aggressive push toward globalization and a supportive government policy ecosystem. With its economy transitioning from being agrarian to a service sector technology-driven one, Gondwana has positioned itself as a hub for innovation and research. The government, alongside private firms like GondTech, has been at the forefront of efforts to secure the nation's digital borders.

Despite its technological progress, Gondwana remains susceptible to economic challenges, such as income inequality and resource dependency, which necessitate securing global partnerships and exporting contracts to sustain growth. The collaboration with VDT thus represents an opportunity for GondTech to establish itself as a global leader in the cybersecurity domain, while contributing to Gondwana's international economic outreach.

About the Republic of Vikram:

The Republic of Vikram (hereinafter "Vikram") is a democratic nation with a rapidly growing economy. However, it faces incremental geopolitical tensions, particularly in the realm of cyber and defense security. The present government of Vikram, elected in 2021, has prioritized national defense and cybersecurity as key pillars of its agenda, driven by recent instances of sophisticated cyberattacks targeting critical infrastructure, including energy grids, financial systems, and military databases. These cyber threats have underscored Vikram's vulnerabilities within its digital infrastructure, prompting the Ministry of Defence to aggressively pursue technological collaborations with global leaders in the field of cybersecurity.

The government's recent "Defend Vikram 2030" initiative aims to develop a robust technological ecosystem, emphasizing quantum computing, artificial intelligence, and cyber-resilience as strategic imperatives. However, Vikram's domestic technology sector lacks the advanced capabilities required for quantum cybersecurity deployment, necessitating partnerships with foreign entities such as GondTech.

VDT, as a fully owned and state-controlled enterprise, functions as the primary implementing agency for these initiatives. Its role extends beyond mere technological adoption — it also serves as the government's instrument for building domestic capacity through technology transfers and skill development programmes. The agreement with GondTech is a cornerstone of this effort, marking a significant step toward achieving technological sovereignty while addressing pressing national security needs.

A. THE PARTIES

A.1. GondTech Solutions Pvt. Ltd. :

GondTech is a technology enterprise, incorporated as a private company, headquartered in Gondwana. Gondtech a rapidly developing nation with an emerging technology sector. They specialize in various innovations in cybersecurity, quantum computing, and artificial intelligence, providing their products and services to both private and government enterprises across the globe.

A.2. Vikram Defence Technologies Corporation:

VDT is a fully government-owned enterprise directly controlled by the Ministry of Defence of the Republic of Vikram. It is tasked with advancing Vikram's national security infrastructure, particularly in the areas of cybersecurity, quantum computing, and defense technology integration. VDT plays a critical role in fulfilling Vikram's strategic defense objectives, aligning closely with the government's vision of achieving self-reliance in defense technology while integrating state-of-the-art systems to safeguard the country from emerging security threats.

B. LEGAL EVALUATION

B.1. Gondwana and Vikram are common law jurisdictions that have adopted the UNCITRAL Model Law on International Commercial Arbitration, 1985 ('Model Law') and the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958 ('New York Convention').

B.2. Gondwanan legislature implemented the arbitration framework for domestic arbitration through the Commercial Arbitration Act, 1996, modelled closely on the 1985 version of the Model Law, but has not incorporated the 2006 amendments. Whereas, the Republic of Vikram follows the amended version of the Model Law for domestic arbitrations. Despite these differences, both jurisdictions share a foundational commitment to international arbitration principles.

B.3. However, their judicial interpretations of key arbitration concepts, such as arbitrability and public policy, differ due to varying influences. Gondwana's courts have developed jurisprudence on these issues along lines similar to the legal precedents in India. In contrast, Vikram draws inspiration from the American principles of arbitration. However, both jurisdictions recognize and incorporate persuasive authority from other jurisdictions and judicial systems

B.4. On the issue of cyber privacy, neither Gondwana nor Vikram have enacted dedicated cybersecurity or data protection legislation. Despite this legislative vacuum, the apex courts of law of both the nations have actively encouraged the adoption of best international practices in cases involving cyber disputes.

C. FACTUAL TIMELINE

C.1. During the final quarter of 2021, Mr. Tesh Fokova, Director of GondTech, and Ms. Kalpa Anji, Director of VDT, together with various officials from their respective enterprises, engaged in multiple rounds of negotiations to determine the terms and conditions of their potential collaborations. Following extensive deliberations, the parties reached a consensus and finalised the provisions of the Technology Transfer and Skill Development Agreement. It was further agreed that Mr. Fokova and Ms. Anji would act as the authorised representatives to oversee and ensure the effective implementation of the underlying contract.

C.2. During the negotiation meetings, the parties had disagreements over the name of the sole arbitrator. Ms. Tara Kopiko has represented the GondTech in numerous litigations before the courts of Gondwana and overseas. Ms. Tara allegedly left the role of in-house counsel in GondTech in 2019 over certain renumeration disputes and decided to establish her own dispute resolution firm. Whereas, Ms. Tara has already over a telephonic phone call disclosed her neutrality orally to Ms. Anji, and also told her that she last consulted GondTech for certain legal matters in December 2019 and has not been considering any future role with them. In furtherance of this Ms. Anji agreed to move ahead with keeping Ms. Taras' name as sole arbitrator.

C.3. On 10th January 2022, the parties entered into the Agreement for effecting transfer of technology and skill development relating to the deployment of Quantum Cybersecurity Systems (hereinafter "QCS") for VDT (hereinafter "Project"). The total value of the Agreement was stipulated at $25,000,000 (USD Twenty-Five Million). The Agreement incorporated a multi-tier dispute resolution clause (Clause 27 of the underlying contract), which mandates that any disputes arising under the Agreement shall first be referred to

mediation, and, if unresolved, subsequently to arbitration by a sole arbitrator. In line with the terms of the agreement, GondTech received an initial advance payment of $2,500,000 from VDT. ("Annexure-A" hereinbelow)

C.4. On 15 February 2022, Mr. Fokova, vide email at 17:15 hrs, transmitted the first tranche of technical blueprints and software specifications for the Project to Ms. Anji at the office of VDT. Subsequently, Ms. Anji raised objections regarding the documentation, specifically highlighting deficiencies pertaining to the hardware integration details of the QCS.

C.5. On 01 March, 2022, VDT's Project team further identified several additional technical inconsistencies in the blueprints provided by GondTech and sought clarifications regarding the same making the blueprints unworkable. In response, GondTech assured that the necessary updates would be provided within 30 days but requested additional funds to expedite the revision process. VDT, however, declined this request, asserting that there was no contractual basis for additional payments at that stage.

C.6. On 05 April 2022, GondTech submitted the revised blueprints. However, VDT alleged that the delays in completing Phase 1 of the Project had caused significant operational setbacks for subsequent phases. Despite this, on 01 June 2022, GondTech initiated the on-site deployment of the QCS hardware and software. Initial integration trials of the system showed promising results.

C.7. By 15 June 2022, GondTech commenced training sessions for VDT personnel as part of the Agreement. However, out of the 50 personnel expected to attend, only 30 regularly participated in the sessions. The personnel attributed this shortfall to scheduling conflicts caused by national security emergencies. Consequently, VDT demanded supplemental sessions to ensure compliance with the contractual terms. Accordingly, GondTech provided training via audio-virtual medium to the personnel.

C.8. On 01 August 2022, GondTech declared the completion of Phase 2 deliverables, which constituted the deployment of QCS and personnel training. VDT, however, raised formal objections regarding the quality of training provided, claiming it failed to meet agreed standards, leaving several personnel inadequately equipped to operate the system. Additionally, VDT alleged that technical glitches persisted in the QCS software, attributing these issues to negligence on the part of GondTech. As a result of these concerns, VDT withheld the payment of $12,500,000 (USD 12.5 Million) for Phase 2 of the Project, asserting that GondTech had not fulfilled its obligations under the Agreement. GondTech, refuting the

said allegations, insisted on the release of the overdue payments within the stipulated 45-day period, maintaining that it had met its contractual obligations.

C.9. On 15 September 2022, GondTech began providing post-deployment support for the QCS. This included addressing software bugs identified during the initial operational phase and delivering updated operational guides to VDT. These efforts were part of GondTech's ongoing post-deployment support obligations under the agreement to ensure the smooth functioning of the deployed systems.

C.10. On 10 October 2022, GondTech discovered that VDT had shared QCS technical documentation with a third-party contractor, Quantum Defense Systems Ltd. (hereinafter "QDS"), without obtaining prior consent. GondTech promptly issued a formal notice to VDT, alleging a breach of the terms of confidentiality stipulated in the Agreement. Upon such knowledge, GondTech threatened VDT regarding the withholding of their services on an immediate basis, and also communicated that they would resume their services only upon payment of due amounts and compensation of $10,000,000 (USD 10 Million) for the reputational losses suffered by GondTech due to VDT.

C.11. Responding immediately on the same day, VDT stated that the involvement of QDS was necessary to integrate the QCS into its broader national security framework. VDT further stated that QDS's expertise was critical to achieving seamless implementation and alignment with its overarching strategic goals.

C.12. On October 20, 2022, VDT made a payment of $3,125,000 (USD 3.125 Million), claiming it to be payment corresponding to 25% of the Phase 2 completion milestone, and categorising it as a "partial payment" pending the resolution of disputes concerning the quality of training and persistent system glitches. GondTech, however, rejected the partial payment, asserting that it constituted a breach of the agreed terms under the underlying contract. In response, GondTech suspended all further post-deployment support until the full payment was made.

C.13. On December 15, 2022, GondTech issued a formal demand for the remaining $15,625,000 (USD 15.625 Million), which included the balance payment for Phase 2 of the Project and the complete payment for Phase 3 of the Project, and served a notice of default to VDT. In its reply, VDT alleged that GondTech's performance failures, including delays and unresolved technical issues in the Project, had caused substantial setbacks to its national cybersecurity upgrade initiatives. Furthermore, VDT argued that GondTech's suspension of post-deployment support violated its obligations under the Agreement.

D. ESCALATION OF THE DISPUTE

D.1. On 15 January 2023, via email at 15:30 to Ms. Anji, Mr. Fokova formally accused VDT of breaching the confidentiality clause by sharing sensitive QCS details with a third party. He also claimed compensation for the breach in accordance with the terms of the contract. Also, Mr. Fokova pointed out that VDT had failed to make the stipulated payments under the Agreement, which constituted a further breach of their obligations stipulated thereunder.

D.2. In response, Ms. Anji negatived the allegations from Mr. Fokova and asserted that Gondtechs significant delays and subpar training services were the root cause of the implementation failures. She further accused Gondtech of breaching the contract by suspending post-deployment support and demanded its continuation, emphasizing that such withholding violated the agreement's terms.

D.3. In light of these escalating disputes, the parties agreed to meet and negotiate the issues. A negotiation meeting was scheduled for 1st March 2023, but Ms. Anji failed to attend. Subsequently, on 25th March 2023, Ms. Anji, in an email to Mr. Fokova, accused GondTech of illegitimately withholding its post-deployment responsibilities. She further threatened to file a lawsuit against GondTech if the post-deployment services were not resumed immediately.

D.4. Despite Mr. Fokova's request to initiate mediation under the dispute resolution clause of the agreement, Ms. Anji bypassed mediation and proceeded to request the initiation of arbitration proceedings. This action further intensified the ongoing disputes between the parties.

E. ARBITRATION PROCEEDINGS

E.1. The arbitration proceedings were initiated on May 15, 2023. VDT filed a Notice of Arbitration with the arbitrator, alleging breaches by GondTech Solutions Pvt. Ltd. in the performance of their contractual obligations under the underlying contract. GondTech contested the initiation of arbitration, arguing that VDT had bypassed the mandatory precondition of good faith mediation, thus rendering the arbitration premature and invalid.

E.2. Several disputes, procedural and substantive, were raised before the arbitral tribunal (hereinafter "Tribunal"):

a. Jurisdictional challenge

GondTech contended that the arbitral tribunal lacked jurisdiction because VDT failed to comply with the mandatory mediation requirement stipulated in the underlying contract. GondTech also asserted that certain issues, including breaches of public procurement laws in Vikram and matters of data sovereignty, were beyond the scope of the arbitration agreement. When the Tribunal assumed jurisdiction over the dispute of breach of confidentiality, VDT contested this assumption, arguing that the Tribunal lacked the authority to adjudicate certain aspects of the matter. VDT filed an application before the tribunal challenging the Tribunal's jurisdiction to decide upon the matters relating to confidenitliaty. However, the Tribunal rejected the application, concluding that the issues in question fell within the scope of the arbitration agreement. Subsequent thereto, VDT did not make any submissions in relation to the confidentiality claims before the tribunal.

b. Claims and counterclaims

VDT alleged that GondTech delivered incomplete and inaccurate technical documentation during Phase 1 of the Project, causing cascading delays in deployment. It claimed that GondTech's training sessions were insufficient, leaving key personnel unprepared to operate the QCS system. VDT also sought damages for the delays, substandard performance, and national security risks, amounting to $20,000,000 (USD 20 Million).

GondTech maintained that it had substantially fulfilled its contractual obligations. The delays in Phase 1, it argued, were attributable to VDT's repeated requests for revisions and failure to provide timely feedback. GondTech accused VDT of breaching the confidentiality clause by sharing proprietary QCS documentation with Quantum Defense Systems, a third-party contractor, without authorization. GondTech demanded full payment of the remaining $15,625,000 (USD 15.625 Million) under the contract and sought additional damages of $10,000,000 for reputational harm caused by VDT's actions.

c. Arguments on merits

VDT raised serious concerns regarding GondTech's performance under the Agreement, asserting that delays in Phase 1 and the deficiencies in training during Phase 2 of the Project had significantly undermined the success of the Project. Citing internal reports and testimonies from its personnel, VDT argued that GondTech's failure to meet its contractual obligations had jeopardized critical national security objectives. VDT claimed that GondTech's substandard execution had

caused substantial setbacks to the deployment of the Quantum Cybersecurity Systems, a Project of immense strategic importance to the Republic of Vikram.

Further, VDT maintained that its decision to withhold partial payment for Phase 2 of the Project was justified as a remedy for GondTech's alleged failures. VDT contended that the withholding of payment was not a breach of contract but rather an equitable response to GondTech's failure to deliver the Project in accordance with the agreed standards and timelines.

GondTech countered VDT's allegations by providing evidence to demonstrate that the delays in Phase 1 were primarily due to VDT's lack of cooperation and untimely approvals. GondTech argued that it had repeatedly sought VDT's inputs and authorizations, which were either delayed or not provided, thereby hindering progress. In response to the claims of deficient training, GondTech relied on detailed training logs and feedback reports, which it asserted demonstrated that the training was conducted in accordance with the agreed terms and met the required standards. It labeled VDT's allegations as unfounded and an attempt to shift responsibility for the Project's challenges.

GondTech further highlighted the unauthorized disclosure of proprietary QCS information to QDS by VDT. It argued that this action constituted a clear violation of the confidentiality clause under the underlying contract. GondTech asserted that this breach caused significant harm to its competitive position in the industry, as the disclosed information was highly sensitive and formed the backbone of its technological advantage.

In addressing the withholding of payments by VDT, GondTech maintained that such unilateral action was a breach of the underlying contract. It emphasized that full payment of the agreed milestones, including the balance payments for Phase 2 and payments for Phase 3 of the Project, was a precondition for the continuation of post-deployment support. GondTech argued that VDT's failure to make the requisite payments not only violated the contractual terms but also compelled GondTech to suspend its obligations, including post-deployment support, until the payments were received in full.

F. ARBITRAL AWARD

F.1. The Tribunal affirmed its jurisdiction over all claims and counterclaims, noting that while mediation was bypassed, the disputes were ripe for arbitration given the failed mediation attempt. The tribunal found that the delays in Phase 1 were partly attributable to both parties.

F.2. While GondTech's initial documentation had minor errors, VDT's untimely feedback significantly contributed to the setbacks. The Tribunal decided that VDT is liable for the delays and hence VDT's claims were rejected. The Tribunal ruled that GondTech's training sessions met the minimum contractual standards, rejecting VDT's claims for damages on this ground.

F.3. The Tribunal held that VDT's unauthorized sharing of QCS documentation with QDS was a material breach of the confidentiality clause. It noted that VDT failed to substantiate its claim that QDS's involvement was necessary due to GondTech's performance issues. The Tribunal ruled that VDT's withholding of payment was unjustified and constituted a breach of the underlying contract. It emphasized that milestone payments were not contingent upon subjective satisfaction but on objective completion of deliverables.

F.4. As such, the Award passed on 30th June, 2024 recorded that:

- VDT was ordered to pay the remaining $15,625,000 owed under the underlying contract.
- VDT was also directed to pay an additional $10,000,000 in damages for the breach of the confidentiality clause.
- The tribunal dismissed GondTech's claim for reputational harm, finding insufficient evidence of actual damage.
- VDT's counterclaim for $20,000,000 in damages was rejected.

The tribunal awarded GondTech 70% of the arbitration costs, reflecting VDT's significant liability.

G. POST-ARBITRATION DEVELOPMENTS

G.1. VDT has filed a challenge, on 27th September 2024, against the arbitral award before the courts of Gondwana, asserting that the award is fundamentally flawed. The court in Gondwana have admitted the challenge petitions, which are now awaiting adjudication. At the same time, GondTech has initiated proceedings for the enforcement of the arbitral award before the High Court of the Republic of Vikram on 15th October 2024. This has created a parallel legal process in both jurisdictions.

G.2. As part of its challenge to the award, VDT has raised several key objections, alleging procedural and substantive defects in the arbitral process:

(a) the Arbitrator was not impartial and failed to maintain neutrality, thereby violating the principles of fairness and natural justice that underpin arbitration proceedings.

(b) the Tribunal overstepped its jurisdiction and acted beyond the authority conferred upon it under the arbitration agreement, rendering the award unenforceable.

(c) the Award includes decisions on matters that were not originally contemplated or covered within the scope of the arbitration agreement, thereby violating the agreed terms of reference.

(d) the disputes settled under the Award are against public policy of both the jurisdictions and are not capable of settlement by arbitration in both jurisdictions.

These allegations form the basis of VDT's challenge and highlight the broader issues of procedural fairness, jurisdictional authority, and adherence to the arbitration agreement.

H. PRESENT APPLICATION

Upon challenge of present application by VDT, the court has been presented with the following issues:

a. Whether the court has jurisdiction to entertain the recognition and enforcement of awards application?

b. Whether the Tribunal had jurisdiction in passing the arbitral award?

c. Whether the Award is hit under Article V of the New York Convention and is liable to be refused recognition and enforcement?

The High Court of Republic of Vikram has fixed the 20th of March 2025 as the date of hearing for the above issues.

ANNEXURE-A

EXCERPTS OF THE TECHNOLOGY TRANSFER AND SKILL DEVELOPMENT AGREEMENT

Clause 1: Identification of Parties

1.1. GondTech Solutions Pvt. Ltd. ("GondTech"):

A privately owned company incorporated under the Gondwanan Companies law and has its registered office at 987 Tech Avenue, QCity, Gondwana. The firm specialises in research, development, and deployment of advanced cybersecurity solutions, including Quantum Cybersecurity Systems (QCS).

1.2. Vikram Defense Technologies Corporation ("VDT")

A statutory corporation established under the laws of Republic of Vikram in 2011 and has its headquarters at 654 Defence Avenue, MCity, Vikram. VDT has been established with an objective to "enhance the acquisition and integration of technology solutions critical to national defense and cybersecurity infrastructure".

Clause 2: Background

In acknowledgement of the revolutionary nature of technology and the need for improvement of cybersecurity infrastructure at Republic of Vikram, VDT intends to adopt this technology to enhance its national defense capabilities. In furtherance of which, GondTech agrees to provide the requisite technology, expertise, and training to achieve this objective.

.....

Clause 5: Responsibilities of GondTech

5.1. GondTech is responsible for providing in the documentation in a format usable by VDT Personnel.

5.2. GondTech shall provide skill development programs, including:

- On-site training for up to 50 VDT personnel.
- Practical deployment sessions covering QECS installation, troubleshooting, and maintenance.

5.3. GondTech shall provide continued technical support for a period of 12 months post-deployment.

Clause 6: Responsibilities of VDT

6.1. VDT to provide all necessary infrastructure and personnel for the implementation and training processes.

6.2. VDT shall make milestone-based payments in accordance with the Payment Plan outlined in Clause 19.

6.3. VDT shall safeguard all confidential information received from GondTech, ensuring compliance with non-disclosure provisions outlined in Clause 31.

6.4. VDT shall not reverse-engineer, modify, or disseminate the QECS technology without the written consent of the competent authorities of GondTech.

Clause 15: Implementation Plan

	DURATION	DELIVERABLES	MILESTONE
PHASE 1: Pre-Deployment	Within 60 days from the Effective Date	• Technical blueprints • infrastructure readiness assessment • initial training sessions	• Approval of Blueprints by VDT and Ministry of Defence, Republic of Vikram • Certification of training session reports by VDT
PHASE 2: Deployment	Within 120 days from Phase 1 Completion	• Installation of QCS hardware and software • hands-on training • operational trials	Successful system integration and certification of operability Certification of training session reports by VDT
PHASE 3: Post-Deployment Support	Within 12 months of Phase 2 completion	• Technical support • regular updates • troubleshooting assistance	

Clause 19: Payment Milestones

19.1. The contract value is $25,000,000 (USD), payable in the following installments:

Advance Payment (On the Effective Date): 10% of the contract value ($2,500,000).

Milestone 1 (Phase 1 Completion): 25% of the contract value ($6,250,000).

Milestone 2 (Phase 2 Completion): 40% of the contract value ($12,500,000).

Milestone 3 (Phase 3 Completion): Remaining 25% of the contract value ($6,250,000).

19.2. Payment shall be made within 45 days of the achievement of each milestone, subject to issuance of satisfactory progress report.

19.3. Late payments shall incur interest at the rate of 3% per month for the first three months of non-payment, 5% per month for successive 6 months, and 7% per month post nine-months of non-payment.

.....

Clause 27: Dispute Resolution Clause

Any disputes arising under this Agreement shall first be referred to mediation under the ICC Mediation Rules. The mediation shall be conducted in QCity, Gondwana, in the English language. The mediation process shall be completed within 60 days of the request for mediation. All disputes arising out of or in connection with the present contract shall be finally settled under the UNCITRAL Arbitration Rules as Ms. Tara Kopiko, Independent Counsel as the sole arbitrator. If any of the parties is aggrieved by the decision of the arbitral tribunal, they may file an appeal against the arbitral award to a three-member appellate arbitral tribunal which shall be settled in accordance with the UNCITRAL Arbitration Rules.

Wherein the seat of arbitration as well as appeal shall be QCity Gondwana, and substantive laws of Gondwana shall apply.

.....

Clause 31: Confidentiality and Intellectual Property Rights

GondTech retains ownership of all intellectual property related to QECS technology, with VDT granted a non-exclusive, non-transferable license for use. Both parties shall maintain strict confidentiality regarding the terms of this agreement and any proprietary information exchanged.

.....

Clause 43: Termination

43.1. Either party may terminate the agreement upon the occurrence of the following:

- A material breach of the terms, provided that the breach is not remedied within 60 days of written notice.
- Insolvency, bankruptcy, or cessation of operations by the other party.

43.2. GondTech may terminate the agreement if VDT fails to make payments as per Clause 19, and such failure continues beyond 90 days.

43.3. Upon termination, VDT shall return or destroy all materials related to QECS and certify compliance with the termination provisions.

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