BGU
BIRLA GLOBAL UNIVERSITY

3RD BIRLA MOOT COURT COMPETITION 2026

BIRLA SCHOOL OF LAW,
BIRLA GLOBAL UNIVERSITY, BHUBANESWAR

9 - 10 & 24
OCTOBER 2026

ABOUT THE UNIVERSITY

Birla Global University (BGU) is a self-financed private unitary institution established by the Birla Global University Odisha Act, 2015. Located on a 30-acre campus at IDCO Plot No.2, Gothapatna, Bhubaneswar, the university is managed by a Board of Governors chaired by Smt. Jayashree Mohta, with the Honorable Governor of Odisha serving as Chancellor. Late Basant Kumar Birla and Late Sarala Birla, successors of Late G.D. Birla, founded the Birla Academy of Art & Culture (BAAC) in Calcutta in 1964 to promote arts, culture, literature, and education. The academy has played a crucial role in the establishment of Birla Global University. The University aims to be the premier destination for aspiring professionals, redefining educational quality through cutting-edge facilities, exceptional infrastructure, and distinguished faculty. It currently operates seven schools: Birla School of Law, Birla School of Management, Birla School of Communication, Birla School of Commerce, Birla School of Social Sciences & Humanities, Birla School of Applied Sciences, and Birla School of Engineering & Technology.

ABOUT SCHOOL OF LAW

The Birla School of Law (BSOL) under Birla Global University, Bhubaneswar was established in 2018 with the goal of being the best destination for aspiring new-generation lawyers, it is committed to redefine the 'quality' in legal education with state-of-the-art facilities, the best infrastructure, and the finest faculty.

The school provides quality teaching in the field of law and interdisciplinary studies. Students are provided opportunities for internships and placement. Our students actively engage in Moot Courts, Trial Advocacy and Legal Aid activities. They are also encouraged to conduct independent research in their specific areas of interest and publish scholarly articles.

ABOUT THE COMPETITION

The **3rd Edition of the national level Moot Court Competition by Birla School of Law, Birla Global University, Bhubaneswar** is conducted in honor of our founders **Late B K Birla & Late Sarala Birla.** Basant Kumar Birla (1921–2019), the youngest son of Ghanshyam Das Birla, married Sarala Birla (1923–2015), the daughter of noted social reformer Brijlal Biyani of Berar. Their legacy continues to inspire even after their lifetime through their daughters, Jayashree Mohta and Manjushree Khaitan (1955–2024), and their son, Aditya Vikram Birla (1943–1995). Basant Kumar Birla and Sarala Birla established the Birla Academy of Art & Culture in Calcutta in 1964 to advance arts, culture, literature, and education. The successors of G.D. Birla and the Founders and Patrons of Birla Global University envisioned and laid the foundation for its establishment.

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ELIGIBILITY

- Students of three-year and five-year integrated law degree courses from any University/Law School/College/ Department are eligible to participate in the competition.

  Multiple teams are allowed to participate from any University/Law School/College/ Department.

COMPOSITION

- Each team shall consist only of three members, comprising ***two speakers and one researcher***.
- Any alteration of the names of the team members shall be informed in writing to that effect, addressed to the Dean, Birla School of Law, Birla Global University, Bhubaneswar, by the Vice Chancellor / Dean / Director / Head of the Department of the University / School / Department / College of Law, of the team requesting such alteration. ***However, any such alteration shall be permitted only once.***
- Once the Competition commences, the team composition cannot be altered under any circumstances whatsoever. Inability of any team member to participate in accordance with the rules of this Competition shall lead to immediate disqualification of the team from the Competition.

ROUNDS

- **Preliminary rounds** will be held online on **9th October 2026**. Each team will argue twice in the preliminary rounds: once for the petitioner and once for the respondent. Final Scores will combine memorial and oral scores of both the rounds.
- The top eight teams shall advance to the **Quarter final rounds** to be conducted online on **10th October 2026**, where winners will be determined based on the combined scores of oral and memorial performances.
- The top four teams from the Quarter final rounds will advance to the **Semi-final rounds** conducted offline at our campus on **24th October 2026**. The winners of the Semi-finals will proceed to the **Final Rounds**, which are decided by oral scores, to be conducted on the same day itself.

In case of a tie, the best speaker's oral score will break the tie, followed by the memorial score if needed.

REGISTRATION

- Teams interested in participating must confirm by emailing a scanned copy of Annexure-A (Registration Form) and a screenshot of the payment receipt of Rs. 2000/- to bsolmcc@bgu.ac.in by **30th September 2026.** This will result in provisional registration.

  The non-refundable registration fee is Rs. 2000/-, payable via QR code /Account Transfer at the end of this document. Upon receiving the documents, a team code will be issued via email by 02nd October 2026, which must be used in all future correspondence.

  For Semi Final & Final round teams, if accommodation is required on 24th October 2026, an extra fee shall be applicable of Rs. 2000/-. Such teams must also submit a soft copy of Annexure-B (Travel Details) by 18th October 2026 to bsolmcc@bgu.ac.in

RULES FOR THE COMPETITION

MEMORIALS:

- All memorials submitted for the purposes of the Competition shall strictly adhere to the rules as stated below.
- Teams have to prepare memorials for both the sides, i.e. Petitioner(s) and Respondent(s).
- The registered teams shall submit the pdf copy of their memorial for both sides by e-mail to bsolmcc@bgu.ac.in by 23:59 hours of 05 October 2026.
- While sending the memorials by e-mail in pdf format, please name the file pertaining to the memorial for the respondent as R accompanied by the team code and the file pertaining to the memorial for the petitioner as P accompanied by the team code. For example, for a team assigned a code of 100, the pdf file for the respondent should be named as 'R100' and the pdf file for the petitioner should be named as 'P100'.
- The cover page of the memorials sent, for both the soft and printed copies, shall clearly mention the word "P" for memorials on behalf of the Petitioner, and the word "R" for memorials on behalf of the Respondent, followed by the team code for both the instances, such being clearly inscribed on the top right-hand corner of the cover page of the memorial for the Petitioners and Respondents. For example, if a team had been assigned a code of 100, the memorials sent by such team shall have "P100" and "R100" clearly marked on the top right-hand corner of the cover page of the respective memorials.

- The teams should not disclose the identity of their institution anywhere on the memorial. Violation of this rule will result in immediate disqualification.
- The memorials must contain the following sections in the Order as stated below-
  - Cover Page;
  - Table of Contents;
  - List of Abbreviations;
  - Index of Authorities;
  - Statement of Jurisdiction;
  - Statement of Facts;
  - Statement of Issues;
  - Summary of Arguments;
  - Arguments Advanced;
  - Prayer.
- Non-compliance with above criteria shall result in penalty of two marks per missing section.
- The memorials must be in Times New Roman font with 12 font size and with 1.5 line spacing. The footnotes must be in Times New Roman font with 10 font size and with 1.0 line spacing. The memorials should have a margin measuring one inch on all sides of each page.
- The 'Arguments Advanced' section should not exceed 25 pages.
- The memorials as a whole should not exceed 40 pages including the cover page.
- The numbering should be on the bottom-center of each page.
- The cover page of the petitioner's memorial shall be printed on Blue colour A4 size paper, and the cover page of the respondent's memorial shall be printed on Red colour A4 size paper.

- The teams have to use a uniform mode of citation throughout the memorial.
- There shall be no speaking footnotes in the memorial.
- The maximum scores for the memorials shall be 100 marks. The memorials shall be evaluated on the following criteria:
    - Knowledge of Law and Facts: 30 Marks
    - Proper and Articulate Analysis: 30 Marks
    - Extent and Use of Research: 20 Marks
    - Clarity and Organization : 10 Marks
    - Grammar and Style : 10 Marks

RESEARCHER'S TEST

- The test will be held in the afternoon of October 10th.
- The best researcher award shall be presented to the researcher scoring the highest marks in the test.

ORAL ROUNDS

- Each team will get a total of 20 minutes during the preliminary round to present their case. For the quarter final round the teams will get 30 minutes each. For the Semi-final and Final rounds, each team will be permitted a total time of 45 & 60 minutes respectively. The time stated above includes the time required for rebuttal and sur-rebuttal.
- Any team exceeding the time limit stated above shall be penalized with a deduction.
- The division of time per speaker is left to the discretion of the team subject to a minimum of 08 minutes per speaker.
- The oral arguments should be confined to the issues presented in the memorial.
- The researcher must be present with the speakers during the oral rounds.

- Passing of notes to the speaker by the researcher is allowed, upon discretionary rejection by the Judges.
- Maximum scores for the oral rounds shall be 100 points per speaker, and which shall be judged on the following criteria:
  - Knowledge of Law: 20 Points
  - Application of Law to Facts: 20 Points
  - Ingenuity and Ability to Answer: 20 Points
  - Style, Poise, Courtesy and Demeanor: 20 Points
  - Time Management and Organization: 20 Points

AWARDS

- **Winning Team Award** – The winning team will receive a trophy and a prize worth Rs. 20,000/- (Rupees Twenty Thousand Only).
- **Runner's Up** – The runners up team will receive a trophy and a prize worth Rs.15,000/- (Rupees Fifteen Thousand Only).
- **Best Memorial** -The team submitting the best Memorial will receive a trophy and a prize worth Rs.10,000/- (Rupees Ten Thousand Only).
- **Best Researcher** – The Best Student Researcher will receive a trophy and a prize worth Rs.5,000/- (Rupees Five Thousand Only).
- **Best Speaker** - The Best Student Speaker will receive a trophy and a prize worth Rs.5,000/- (Rupees Five Thousand Only).

Note: The best speaker will be judged on the basis of preliminary rounds.

ANONYMITY

- The student counsels shall not state their names during the oral rounds and must use the assigned team code for all correspondence.
- All team members must refrain from disclosing the identity of their institutions at any time and in any manner during the entire Competition. Non-compliance with this Rule will result in immediate disqualification of the team.

FINALITY OF DECISIONS

- The decision of the judges with regard to the outcome of the rounds shall be final. For all purposes and in any dispute, the decision of the Chairman of the Organizing Committee of the Competition shall be final and binding.

ACCOMODATION

- All the Semi-final and final round teams may avail for accommodation on 24th October 2026 by paying an extra 2000/- and submitting the receipt via mail by 18th October 2026. However they shall arrange their own transportation to the reach the organizing college. The teams shall arrange their own transportation from the Airport/Railway Station/Bus Terminal to reach the college and to leave it after completion of competition or as the case may be.

  The transportation to and fro from the place of accommodation to the venue of the competition shall be taken care by the Organisers.
- Teams not availing the accommodation provided by the organizing college shall take care of their own transportation.

DRESS CODE:

- Participants shall be appropriately attired throughout the conduct of the Competition (Oral Rounds, Valedictory Ceremony and Prize Distribution) in the manner provided below:
    - For Men- Western Formals (White formal shirt with black formal trousers, black tie and a black blazer); and
    - For Women- Western Formals (White formal shirt with black formal trousers/skirt and a black blazer) or Indian Formals (White kurta, black salwar and black dupatta along with the black blazer).
- Robes and collar bands are not permitted.

CLARIFICATION:

- Any query pertaining to the Moot Problem should be sent to bsolmcc@bgu.ac.in by 03rd October 2026. Questions submitted / clarification sought through any other means other than by e-mail shall not be entertained. A consolidated response for all questions and clarifications shall be mailed to all the participating teams on 04th October 2026.

PAYMENT INFO

The payment of registration fees shall be made through the link provided. The registration fees is 2000/- per team and must be paid by 30th September 2026.

If accommodation is needed on 24th October 2026 for Semi-final & Final teams then an extra fee of 2000/- per team must be paid by 18th October 2026.

In case of any withdrawal after making the payment of the registration fee, the same shall not be refunded.

PAYMENT:

Please scan and pay Rs 2000/- to register for the competition.

BIRLA GLOBAL UNIVERSITY BBSR

TID: 62850538

Scan & Pay

MOOT PROBLEM

I. THE REPUBLIC OF ARYAVARTA

1. The Republic of Aryavarta is a constitutional republic whose legal system is broadly based on the common law. Its contract, commercial and civil procedure laws are substantially similar to those of India.

2. The Indian Contract Act, 1872, the Specific Relief Act, 1963, and the Commercial Courts Act, 2015 are in force in Aryavarta in materially similar form. The Commercial Division of the High Court of Aryavarta at Kalingapuram exercises original civil jurisdiction over commercial disputes of the present kind.

II. THE PARTIES

3. **Kalinga Foods Limited** ("Kalinga") is a leading manufacturer of packaged snack foods in Aryavarta, whose flagship product line, "CrispO," is a fried extruded snack.

4. **Nilachala Agro Processors Limited** ("Nilachala") manufactures specialty modified starches used as texturizing agents in the food industry. Its proprietary product, **"AgroStarch-7,"** is a key ingredient in CrispO and, at the relevant time, was manufactured only by Nilachala.

5. Nilachala operates two manufacturing units: **Unit-I** at Kalingapuram, which alone was licensed and equipped to manufacture AgroStarch-7, and **Unit-II** at Baitarani, licensed for a related but distinct product, "AgroStarch-3," used in the pharmaceutical excipient industry.

III. THE SUPPLY AGREEMENT

6. On 1 April 2022, Kalinga and Nilachala executed an **Exclusive Supply and Manufacturing Agreement** ("the Agreement") for a term of five years, expiring 31 March 2027. Relevant extracts are reproduced in Annexure I.

7. Under Clause 3, Nilachala agreed to supply AgroStarch-7 exclusively to Kalinga during the Term, and not to manufacture, sell or supply AgroStarch-7 or any functionally equivalent starch to any competitor of Kalinga in the snack food business.

8. Under Clause 5 and Schedule 2, Kalinga was required to place quarterly purchase orders within an agreed Minimum Guaranteed Quantity, and Nilachala was required to deliver against an agreed Delivery Schedule.

9. Clause 9 addressed Force Majeure. Clause 11 provided for liquidated damages on delayed delivery. Clause 13 addressed termination for material breach. Clause 14 restrained Nilachala, for 24 months after termination or expiry, from supplying AgroStarch-7 or an equivalent starch to any competitor of Kalinga in the extruded or fried snack food business in Aryavarta.

IV. THE POLLUTION CONTROL ORDER

10. Unit-I forms part of an industrial cluster that shares a Common Effluent Treatment Plant ("CETP") operated jointly by cluster members through an industrial association, the Kalingapuram Industrial Manufacturers' Association ("KIMA").

11. In August 2025, KIMA circulated a written communication to its members, including Nilachala, warning that another member unit's effluent discharge had exceeded permissible limits and that the CETP's Consent to Operate was "at risk of suspension by the State Pollution Control Board if corrective measures are not undertaken by all member units without delay." A copy is at Annexure II.

12. Corrective measures were not completed in time. On 10 November 2025, the State Pollution Control Board suspended the CETP's Consent to Operate with immediate effect, pending remediation by the cluster as a whole. As Unit-I had no independent effluent discharge facility, it was unable to continue production and shut down operations from 12 November 2025.

13. The CETP's Consent to Operate was restored on 18 February 2026, and Unit-I resumed production on 20 February 2026 — a shutdown of approximately fourteen weeks. Neither party issued a notice of termination under Clause 9.4, which would have permitted either party to terminate once the disruption continued beyond 90 days. Kalinga did not consider this a satisfactory course, since termination under Clause 9.4 alone would not entitle it to damages for the delay already suffered; it instead elected to wait for deliveries to resume and, on finding them still short of the Delivery Schedule, to terminate under Clause 13.

14. It is common ground between the parties that the "occurrence" of the Force Majeure Event, for the purposes of the 7-day notice period under Clause 9.3, is the date of the SPCB's order, namely 10 November 2025.

V. THE FORCE MAJEURE NOTICE AND THE DISPUTE OVER MITIGATION

15. On 2 December 2025 — twenty-two days after the Force Majeure Event occurred — Nilachala issued a written notice to Kalinga invoking Clause 9 of the Agreement and claiming that the SPCB's order constituted a Force Majeure Event excusing its non-performance. The notice is at Annexure III.

16. Kalinga responded on 10 December 2025 (Annexure IV), disputing the claim on two grounds: first, that Clause 9.3 required notice "within 7 days of the occurrence of the Force Majeure Event," and the notice given was fifteen days late; second, that Nilachala had failed to take "all reasonable steps to mitigate the effect of the Force Majeure Event" as required by Clause 9.2, since Unit-II at Baitarani remained operational throughout.

17. Nilachala replied that retooling Unit-II to manufacture AgroStarch-7 would have required new machinery and process validation estimated at ₹4 crore and ten weeks — a cost and delay it considered commercially unreasonable to incur for a temporary disruption, particularly when Unit-I's restoration was expected within weeks.

18. It subsequently emerged, and is not disputed, that in mid-January 2026 — during the shutdown — Unit-II produced a 2-tonne trial batch of AgroStarch-7 for **Konark Snacks Limited**, a competitor of Kalinga in the snack food business, using a modified process. Nilachala's position was that this was a nominal, no-cost sample batch supplied for product evaluation purposes, unconnected to any commercial supply, and did not establish that Unit-II could have supplied Kalinga's requirements at commercial scale within the shutdown period. Kalinga's position was that this demonstrated Unit-II was, in fact, capable of producing AgroStarch-7 well within the period Nilachala claimed was commercially unreasonable. Kalinga did not plead a separate claim for breach of Clause 3 (exclusivity during the Term) in respect of this trial batch, and relies on it solely as bearing on Nilachala's mitigation obligation under Clause 9.2.

19. Deliveries to Kalinga resumed on 27 February 2026. Nilachala's records show that resuming full-scale production and clearing the resulting order backlog required a further two to three weeks beyond the resumption date, on account of quality-validation checks mandated under Kalinga's own quality protocol. Comparing actual deliveries against the Delivery Schedule in Schedule 2, the consignments in question were delayed by thirteen weeks in total.

VI. THE LIQUIDATED DAMAGES CLAIM

20. The delayed consignments were valued at ₹70 crore. Applying Clause 11 — liquidated damages of 2% of the value of the delayed consignment per week of delay — a thirteen-week delay computes to 26% of consignment value, i.e. ₹18.2 crore, which Clause 11's cap of 20% reduces to ₹14 crore, the sum Kalinga claimed. Kalinga's calculation is at Annexure V.

21. During the shutdown, Kalinga sourced a substitute modified starch from an alternate vendor, Mahanadi Chem Solutions Private Limited, at a price premium. Kalinga's own internal records (Annexure VI) show the additional procurement cost incurred was ₹1.8 crore, together with ₹30 lakh in expedited freight — a total of ₹2.1 crore. Kalinga maintained an existing buffer stock of finished CrispO inventory sufficient to avoid any disruption to retail supply, and its records do not show any lost sales, customer penalties, or reputational loss attributable to the delay.

22. Kalinga demanded payment of ₹14 crore under Clause 11. Nilachala disputed the demand, contending that the sum bore no relationship to Kalinga's actual loss and was punitive in substance notwithstanding the label in Clause 11 describing it as "not by way of penalty."

VII. TERMINATION AND THE KONARK AGREEMENT

23. On 10 March 2026, Kalinga issued a notice terminating the Agreement under Clause 13, citing the delay in delivery as a material breach not excused by Force Majeure (Annexure VII). Nilachala disputed the validity of the ground for termination but did not contest that the Agreement stood terminated with effect from 10 March 2026, reserving its position as to liability.

24. On 15 April 2026, Nilachala executed a fresh three-year Exclusive Supply Agreement with Konark Foods for the commercial supply of AgroStarch-7, at a price significantly higher than that payable by Kalinga under the terminated Agreement. An extract is at Annexure VIII.

25. Kalinga contended that this arrangement violated Clause 14 of the Agreement, which restrained Nilachala for 24 months following termination from supplying AgroStarch-7 or an equivalent starch to any competitor of Kalinga in the extruded or fried snack food business. Nilachala contended that Clause 14 was void and unenforceable as an unreasonable restraint of trade under Section 27 of the Indian Contract Act, 1872, it being a covenant operating after termination of the commercial relationship and not connected with any sale of goodwill.

VIII. THE SUIT

26. On 12 May 2026, Kalinga instituted a commercial suit before the High Court of Aryavarta at Kalingapuram, seeking:

a. a decree for ₹14 crore as liquidated damages under Clause 11 for delayed delivery;

b. a permanent injunction restraining Nilachala from manufacturing, selling or supplying AgroStarch-7 or any functionally equivalent starch to Konark Foods or any other competitor of Kalinga in the extruded or fried snack food business, until 10 March 2028, in enforcement of Clause 14; and

c. in the alternative to (b), damages for breach of Clause 14.

27. Nilachala filed its written statement denying liability, contending that:

a. the delay was excused by Force Majeure under Clause 9;

b. even if not fully excused, Clause 11 constituted a penalty and Kalinga was entitled, at most, to reasonable compensation not exceeding its proven loss under Section 74 of the Indian Contract Act, 1872; and

c. Clause 14 was void as an unreasonable restraint of trade under Section 27 of the Indian Contract Act, 1872, and unenforceable regardless of its validity under Clause 9 or Clause 11.

28. The Court has framed the following issues for determination.

ISSUES FOR DETERMINATION

ISSUE I

Whether Nilachala is entitled to the benefit of Clause 9 (Force Majeure) in respect of the delay in delivery, having regard to the timing of its notice under Clause 9.3 and its obligation to mitigate under Clause 9.2.

ISSUE II

Whether the sum stipulated under Clause 11 is a genuine pre-estimate of damages recoverable in full, or a penalty, such that Kalinga is entitled only to reasonable compensation under Section 74 of the Indian Contract Act, 1872 — and if so, in what amount.

ISSUE III

Whether Clause 14 is void as being in restraint of trade under Section 27 of the Indian Contract Act, 1872, or is otherwise enforceable, and whether Kalinga is entitled to injunctive relief or damages in respect of its breach.

Note:

1. The laws of Aryavarta are to be treated as pari materia with the corresponding laws of India.
2. The Court's jurisdiction to entertain the suit, and the validity and execution of the Agreement, are not in dispute.
3. Where the proposition does not supply a fact, participants shall not assume facts favourable to either party.
4. Fictional entities and jurisdictions are created solely for this Competition.

ANNEXURES

ANNEXURE I — EXTRACTS FROM THE EXCLUSIVE SUPPLY AND MANUFACTURING AGREEMENT

Dated 1 April 2022, between Kalinga Foods Limited ("Purchaser") and Nilachala Agro Processors Limited ("Supplier").

Clause 3 — Exclusivity. "During the Term, the Supplier shall supply AgroStarch-7 exclusively to the Purchaser and shall not, directly or indirectly, manufacture, sell or supply AgroStarch-7 or any functionally equivalent modified starch to any competitor of the Purchaser engaged in the snack food business."

Clause 5 — Minimum Guaranteed Quantity and Delivery. "The Purchaser shall place quarterly purchase orders in accordance with the Minimum Guaranteed Quantity set out in Schedule 1. The Supplier shall deliver each consignment in accordance with the Delivery Schedule set out in Schedule 2."

Clause 9 — Force Majeure. 9.1 "'Force Majeure Event' means any act of God, fire, flood, earthquake, war, strike, epidemic, or any statute, notification, order, rule or regulation of any Governmental Authority, or any other event beyond the reasonable control of the affected party, which prevents or delays such party's performance of its obligations under this Agreement." 9.2 "A party affected by a Force Majeure Event shall be excused from performance to the extent, and for the duration, that such performance is prevented, provided that it has taken all reasonable steps to mitigate the effect of the Force Majeure Event." 9.3 "The affected party shall notify the other party in writing within 7 days of the occurrence of the Force Majeure Event, failing which it shall not be entitled to claim the benefit of this Clause in respect of the period preceding such notice." 9.4 "If a Force Majeure Event continues for more than 90 days, either party may terminate this Agreement by written notice."

Clause 11 — Liquidated Damages. "In the event the Supplier fails to deliver any consignment in accordance with the Delivery Schedule, the Supplier shall pay to the Purchaser, as liquidated damages and not by way of penalty, a sum equivalent to 2% of the value of the delayed consignment for each week of delay, subject to a maximum of 20% of the value of such consignment. The parties agree that the sums payable under this Clause represent a genuine pre-estimate of the loss likely to be suffered by the Purchaser."

Clause 13 — Termination. "Either party may terminate this Agreement forthwith by written notice if the other party commits a material breach of any term of this Agreement and, where such breach is capable of remedy, fails to remedy the same within 30 days of written notice requiring it to do so."

Clause 14 — Post-Termination Restriction. "For a period of 24 months following the termination or expiry of this Agreement, the Supplier shall not, directly or indirectly, manufacture, sell or supply AgroStarch-7 or any functionally equivalent modified starch to any competitor of the Purchaser engaged in the manufacture or sale of extruded or fried snack food products in Aryavarta."

Clause 20 — Governing Law and Jurisdiction. "This Agreement is governed by the laws of Aryavarta and the parties submit to the exclusive jurisdiction of the Commercial Division of the High Court of Aryavarta at Kalingapuram."

ANNEXURE II — KIMA COMMUNICATION TO MEMBERS

Date: 14 August 2025

"Members are informed that the effluent discharge of one member unit within the cluster has, on inspection, been found to exceed permissible limits under the Consent to Operate granted to the Common Effluent Treatment Plant. Members are advised that the Consent to Operate is at risk of suspension by the State Pollution Control Board if corrective measures are not undertaken by all member units without delay. Member units are urged to review their own compliance and contribute to remediation costs as may be determined by the Association."

ANNEXURE III — NILACHALA'S FORCE MAJEURE NOTICE

Date: 2 December 2025

"We write to notify you, pursuant to Clause 9 of the Agreement, that the suspension of the Common Effluent Treatment Plant's Consent to Operate by the State Pollution Control Board with effect from 10 November 2025 constitutes a Force Majeure Event. Unit-I has been unable to operate since 12 November 2025 as a direct consequence of this order, which is beyond our reasonable control. We are actively engaged, through the Kalingapuram Industrial Manufacturers' Association, in remediation efforts and will keep you informed of developments."

ANNEXURE IV — KALINGA'S RESPONSE

Date: 10 December 2025

"We note that your notice is dated 2 December 2025, twenty-two days after the SPCB's order of 10 November 2025, and well beyond the 7-day period stipulated in Clause 9.3. We further note that Nilachala operates a second facility, Unit-II at Baitarani, which remains operational. We require you to confirm what steps, if any, have been taken to assess whether Unit-II can be deployed, in whole or in part, to mitigate the shortfall in supply to us, as required under Clause 9.2, before we can accept that the requirements of Clause 9 have been satisfied."

ANNEXURE V — KALINGA'S LIQUIDATED DAMAGES CALCULATION

Internal memorandum, 5 March 2026

Particulars	**Amount**
Value of delayed consignments	₹70,00,00,000
Delay	13 weeks
Rate under Clause 11	2% per week
Raw computation (2% × 13 weeks = 26% of consignment value)	₹18,20,00,000
Applicable cap (20% of consignment value)	₹14,00,00,000
Sum claimed (lower of raw computation and cap)	**₹14,00,00,000**

Note: the raw computation under the per-week rate exceeds the contractual cap; the cap, not the rate, is the operative limit on the sum claimed.

ANNEXURE VI — KALINGA'S PROCUREMENT RECORDS

Extract, internal cost report, March 2026

Particulars	Amount
Additional cost of substitute starch procured from Mahanadi Chem Solutions Pvt. Ltd.	₹1,80,00,000
Expedited freight charges	₹30,00,000
Total additional cost incurred	**₹2,10,00,000**

"Finished goods buffer stock of approximately two weeks' production was available and was drawn down during the disruption. No instance of lost retail sales, customer-imposed penalties, or order cancellation attributable to the delay has been identified in our records for the relevant period."

ANNEXURE VII — KALINGA'S TERMINATION NOTICE

Date: 10 March 2026

"We hereby terminate the Agreement with immediate effect under Clause 13, on the ground that Nilachala's failure to deliver in accordance with the Delivery Schedule constitutes a material breach of the Agreement. For the reasons set out in our letter of 10 December 2025, we do not accept that this failure is excused under Clause 9. We reserve all our rights, including under Clause 11 and Clause 14."

ANNEXURE VIII — NILACHALA–KONARK AGREEMENT (EXTRACT)

Dated 15 April 2026

"Nilachala Agro Processors Limited agrees to manufacture and supply AgroStarch-7 exclusively to Konark Snacks Limited for a term of three years from the date hereof, at a price of ₹[X] per tonne." *(Price is not material to the issues framed and is not otherwise disclosed.)*

ANNEXURE IX — UNIT-II TRIAL BATCH RECORD

Nilachala internal dispatch record, 16 January 2026

"Dispatched: 2 tonnes AgroStarch-7 (trial specification), manufactured at Unit-II, Baitarani, using modified process parameters. Consignee: Konark Snacks Limited. Purpose: product evaluation sample. No commercial invoice raised."

TIMELINE FOR THE COMPETITION

S.no	PARTICULARS	DATE & TIME
1	Disclosure of Proposition & Information Brochure	07 September, 2026
2	Last Date of Registration (via e-mail) along with a scanned copy of Annexure- A & Payment Receipt	30 September, 2026
3	Confirmation of Registration & Team code allotment	02 October, 2026
4	Last Date for Seeking Clarifications	03 October, 2026
5	Release of Clarifications	04 October, 2026
6	Soft-copy Memorial submission	05 October, 2026
7	Inaugural Ceremony	09 October 2026 10:30AM
8	Preliminary Rounds	09 October, 2026 11:00AM–6:00 PM
9	Result of Preliminary Rounds followed by Draw of Lots & Memorial Exchange for Quarter Final	09 October 2026 7:00 PM onwards
10	Quarter Finals & Researcher's Test	10 October 2026 11:00 AM onwards
11	Hard-copy Memorial Submissions by Semi Finalists (4 copies of both sides)	24 October, 2026 10:00 AM
12	Draw of Lots followed by exchange of memorial for Semis	24 October 2026 10:30 AM
13	Semi Final Rounds	24 October 2026 11:00 AM – 01:00 PM
14	Final Round	24 October 2026 2:30 PM Onwards
15	Result Declaration and Trophy Distribution	24 October 2026 4:30 PM Onwards

ANNEXURE A (Registration Form)

BGU
BIRLA GLOBAL UNIVERSITY

3RD BIRLA MOOT COURT COMPETITION 2026

BIRLA SCHOOL OF LAW, BIRLA GLOBAL UNIVERSITY, BHUBANESWAR

REGISTRATION FORM

All Participating Teams are required to fill the details in this form in **block letters,** scan and email a soft copy to bsolmcc@bgu.ac.in. The organizers must receive the soft copies as mentioned in the Rules to the Competition.

NAME OF UNIVERSITY: ____

____

ADDRESS: ____

____

OFFICIAL CONTACT PERSON: ____

EMAIL ID: ____

PHONE NUMBER: ____

SPEAKER 1

NAME: ____

GENDER: ____________________ **PHONE NO. :** ______________________________

EMAIL ID: ____

SPEAKER 2

NAME: ____

GENDER: ____________________ **PHONE NO. :** ______________________________

EMAIL ID: ____

TEAM MEMBER 3 (RESEARCHER)

NAME: ____

GENDER: ____________________ **PHONE NO. :** ______________________________

EMAIL ID: ____

Seal & Signature of the Head of the Institution

Please mail the scanned copy of the duly filled registration form alongwith payment receipt by 30 September 2026. Mail it to bsolmcc@bgu.ac.in and kindly mark a copy of mail to ashna.siddiqui@bgu.ac.in.

ANNEXURE B (Travel Details Form)

3rd BIRLA MOOT COURT COMPETITION 2026

BIRLA SCHOOL OF LAW, BIRLA GLOBAL UNIVERSITY, BHUBANESWAR

TRAVEL DETAILS FORM

Name of College/ University:

___

	Date	Mode of Travel	Time	Travel Details
Arrival				
Departure				

Any Additional Information: ___

___

___

Please mail the scanned copy of the duly filled travel details form to bsolmcc@bgu.ac.in latest by 18th October 2026. Kindly mark a copy of mail to ashna.siddiqui@bgu.ac.in.

ORGANISING COMMITTEE

PATRONS

Prof. (Dr.) Kulbhushan Balooni
Hon'ble Vice-Chancellor,
Birla Global University, Bhubaneswar

Shri Tanmay Ku Pattanayak
Revered Registrar,
Birla Global University, Bhubaneswar

CHAIRMAN

Prof. (Dr.) Sukanta K. Nanda
Dean, Birla School of Law,
Birla Global University, Bhubaneswar

FACULTY CONVENORS

Ms. Ashna Siddiqui
Faculty, Birla School of Law,
Birla Global University, Bhubaneswar

Mr. Swagat Dash
Faculty, Birla School of Law,
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