



Date: 19th August, 2024

NOTICE

III LL.B. (SEM V) (A.Y. 2024-2025)

Practical Training III Moot Court Exercise and Internship

As part of their curriculum, students of III LL.B. (Sem.-V) are required to successfully complete and pass in the Practical Training III Moot Court Exercise and Internship.

Practical Training - III Moot Court Exercise and Internship, consists of the following four components:

Sr. No.	COMPONENT	MAXIMUM MARKS
I	Moot Court	50 Marks
II	Observance of trial proceedings	20 Marks
III	Internship at Lawyer's Office	10 Marks
IV	Viva-Voce	20 Marks
TOTAL MARKS		100 Marks

Component – I

Moot Court

All students are requested to submit 3 Moot Court Memorials as part of the Practical Training Component. The memorials should be drafted on all the 3 problems attached as annexure to this notice. The memorials have to be submitted from the sides allotted to them for all the three problems. All students are required to prepare themselves for Oral Presentations on all the problems at the time of the Viva-voce. The Schedule for the Viva-voce shall be informed later.

Guidelines for Submitting Moot Court Memorial.

1. The memorials have to be submitted on typed A-4 size paper printed on one side and must contain:
 - i. Cover Page
 - ii. Table of Contents
 - iii. Index of Authorities
 - iv. Statement of Jurisdiction
 - v. Statement of Facts
 - vi. Statement of Issues
 - vii. Summary of Arguments
 - viii. Arguments Advanced
 - ix. Conclusion and Prayer
2. ILI style citation needs to be followed.
3. The memorial must have a margin measuring one inch on all sides of each page.
4. The page numbering should be on the top right side of each page.
5. The Arguments Advanced should not exceed 20 pages and the memorial as a whole should not exceed 40 pages including the cover page.
6. For every moot problem, a minimum of 10 cases should be referred in total.
2. The font should be in Times New Roman and the font size should be 12 (1.5 line space) and for footnotes it should be Times New Roman size 10 (single space)

Component – II

Observance of trial proceedings

The Students will have to compulsorily attend at-least four proceedings, two Criminal Trial and two Civil Proceedings and should enter the various steps observed during their attendance. The students are required to write the details of the court, parties, lawyer and date with the gist about the case and their observations in the journal.

Component - III

Internship at Lawyers Office

The students are required to complete law internship and maintain the details in the written submission . The written submission should contain details of the internship, including the skills learned during the course of the internship. The internship certificate should also be attached to the written submission. Any law internships completed over the course of three years will be considered for Component III. Students are required to compulsorily include the following details on a daily basis while preparing the written submission for the Component - III.

Details to be Recorded Daily in the Written Submission

1. Name of the Advocate/Legal Firm
2. Court/ Chamber Visited:
3. Duration of Internship : _____ Period : _____ to _____
4. Details of the Court Visited (If Any):
5. Work Undertaken in the Law Firm/ Lawyers Office:

Guidelines for Submitting Component –II and Component- III

1. Any A/4 size (8.3 x 11.7 inches) paper must be used for the purpose of entering the Component –II and Component III of Practical Training -III.
2. The written submission must be hand written and should compulsorily contain the following particulars:
 - i. Cover Page
 - ii. Acknowledgment
 - iii. Table of Contents
 - iv. Numbering of Pages
 - v. Roll no. of student must be mentioned on the top right-hand side of each page with pen.

The Cover Page of the Journal must contain the following details:

- i. Subject: Practical Training-III
- ii. Name of Student
- iii. Roll number & Division
- iv. College Name
- v. Faculty In-charge

Note: The typed memorials of Component I and written submissions of Component II and Component III are to be spiral bound together and have to be submitted on the date of Viva-voce. The detailed schedule for the Viva-voce shall be informed in due course.

Component - IV

Viva-Voce

1. The viva shall be held on **17th, 18th and 19th of October, 2024.**
2. The Viva-Voce shall be based on all the above three components.

In case of any difficulty, students may approach Prof. Navanitha Warriier



Dr. Priya J. Shah
(I/c Principal)

ANNEXURE

Instructions

Moot Problem 1: All odd roll numbers should prepare from the Plaintiff/Petitioner's side. All even roll numbers should prepare from the Respondent's side.

Moot Problem 2: All even roll numbers should prepare from the Plaintiff/Petitioner's side. All odd roll numbers should prepare from the Respondent's side.

Moot Problem 3: Roll numbers 1-110 should prepare from the Plaintiff/Petitioner's side. Roll numbers 111-220 should prepare from the Respondent's side.

MOOT PROBLEM 1

NEON Technology OU (the plaintiff), originally known as Motorine, is a prominent ride-hailing service provider based in Estonia. Established in 2000, the company rebranded itself as "NEON" in 2013 to signify its transition into electric ride-sharing, including electric scooters for urban commuting. NEON is a globally recognized brand, registered in multiple countries, with over 2 million app downloads worldwide, including significant traction in India.

Star Technology Pvt. Ltd. (the defendant) is an Indian startup focused on developing electric charging docks/stations. In 2018, the company rebranded itself as "NEON" from its former name "Technos," aiming to market its charging infrastructure as a fast and reliable solution for electric vehicles across India. The brand "NEONN" was formally introduced to the Indian market in 2019. Star Technology Pvt. Ltd. adopted the "NEON" trademark in 2018, primarily for use in connection with electric charging docks/stations in India. Both parties registered their trademarks around the same time.

NEON Technology OU, on the other hand, holds multiple international trademark registrations for "NEON," including in Estonia and several other jurisdictions. The registration covers a range of services related to ride-sharing and electric transportation.

NEON Technology started its business in India around 2019. NEON Technology operates a website at <https://neon.eu/>. It also has accounts on (i) Facebook with 1,707,969 likes and 1,711,954 followers, (ii) LinkedIn with 157,979 followers, (iii) Instagram with around 92,900 followers, (iv) Twitter with around 44,800 followers, and (v) TikTok with around 28,300 followers and 382,400 likes. The plaintiff also trades through a mobile application titled "NEON," available on Apple's App Store and Google's Play Store. As of August 2022, the NEON mobile app had approximately 96,100 reviews on the Apple App Store and 2,870,000 reviews on Google's Play Store. The app is downloadable in India. NEON Technology OU has a global presence, with its app downloaded over 200,000 times in India. Despite limited physical operations in India, NEON claims that the brand enjoys recognition through its app and global marketing efforts.

Star Technology Pvt. Ltd. operates extensively in India, providing charging solutions for various electric vehicles. The brand "NEONN" is widely recognized within India as a leader in this niche market.

NEON Technology OU alleges that the use of the "NEON" brand by Star Technology is causing confusion among consumers, particularly due to the overlapping nature of the industries—both involving electric vehicles and related technologies. Reports and social media discussions indicate some level of consumer confusion, with users mistaking Star's charging stations for being associated with NEON Technology's ride-sharing services.

NEON Technology OU has filed a case against Star Technology Pvt. Ltd. before the Delhi High Court, alleging trademark infringement, passing off, and seeking an injunction to prevent further use of the "NEON" trademark by the defendants in India. Star Technology argues that their use of the "NEONN" trademark is distinct and does not infringe on the plaintiff's rights, citing their focus on a different product category and a predominantly domestic market.

NEON Technology OU argues that their global reputation, evidenced by extensive app downloads and international recognition, extends to India, justifying protection under Indian trademark law. The similarity in the trademark "NEON" and the overlapping nature of the businesses (both related to electric vehicles) creates a significant likelihood of consumer confusion, amounting to passing off. NEON Technology also claims that their reputation has "spilled over" into India due to global marketing and the internet, warranting protection despite limited physical operations.

On the other hand, Star Technology emphasizes their prior use and registration of the "NEONN" trademark in India for a distinct product category—electric charging stations—arguing there is no direct competition with NEON Technology's services. The defendants also argue that NEON Technology's limited presence in India, characterized by few downloads and no significant physical operations, does not establish the requisite goodwill and reputation needed to claim trademark protection. The defendant also claims that they have a well-established consumer base in India for charging solutions and that there is little chance of confusion between the two brands, given the different target markets and product offerings.

ISSUE:

1. Whether the use of the "NEONN" trademark by Udyog Technology Pvt. Ltd. constitutes trademark infringement and passing off under the laws of India, given the global presence and reputation of Neon Technology OU.
2. Whether Neon Technology OU can claim substantial goodwill and reputation in India despite limited physical presence, based on app downloads and global marketing efforts.
3. Whether Neon Technology Pvt. Ltd. can justify the use of the "NEONN" trademark based on priority in the Indian market and the distinct nature of their business.
4. Whether the court should grant an injunction to Neon Technology OU to prevent Star Technology Pvt. Ltd. from using the "NEONN" trademark, balancing the interests of international and domestic entities.

MOOT PROBLEM: 2

Mr Shravan and Mrs. Akansha were college friends and had been in a committed relationship for years. Akansha is working as Assistant General Manager in ONGC, currently posted in Mumbai and her job is subject to transfers, whereas. Shravan had a startup company that was initially thriving, but the COVID-19 pandemic caused a slowdown in his business, ultimately leading to its closure. While they are both Hindus, they have not undergone a formal marriage ceremony, although they exchanged garlands in a temple in front of friends. They have been living together since July 2016 as partners, sharing responsibilities, and maintaining a joint household. They have a male child out of their relationship, born in 2018. Due to a strained relationship, Mrs. Akansha left the house with the child and started living with her parents in the same city.

Thereafter, Mr. Shravan, filed a Petition before the Family Court, Mumbai, demanding custody of the child, but Akansha refused to hand over the custody of the child. According to Shravan, Akansha was living with her parents separately and that the minor child was a hosteller in Panchgani, deprived of any love and care.

Shravan further contends that though he had made several attempts to see the minor child, all his attempts were in vain and that he was not even permitted to see his child in the hostel. As Akansha has not provided due care and attention to the child and not brought him in a good atmosphere and considering the welfare of the child, he was constrained to file a petition under the Guardian Wards Act read with Hindu Minority and Guardianship Act, for custody.

Mr Shravan has further submitted that he is ready and willing to give all his attention, love and affection to the child.

Akansha, resisted the petition, contending inter alia that the petitioner had no interest in the welfare of the child and that she was ill-treated and harassed at the hands of the petitioner and therefore, she was forced to leave the matrimonial home. According to her, the child is given the best of education and as a mother, she has put in all her efforts, to provide everything that the child requires. She has denied the contention that as a hosteller, the child has lost the love and affection., as the child was admitted to a hostel, taking into consideration her transferrable job. Akansha also states that the petitioner had not shown any love and affection to her or the minor son and, sought for dismissal of the Guardian Petition. Furthermore, she is also pleading that the petitioner does not even attract or satisfy the requirements of the provisions of the Guardian and Wards Act and Hindu Minority and Guardianship Act as there was no valid marriage between the petitioner and respondent.

Additionally, Shravan also filed a maintenance petition before the Hon'ble Family Court of Mumbai, requesting maintenance from Akansha under the Hindu Marriage Act. He pleads that his startup company has not performed well for the past year, and he was forced to shut down the business and is unemployed and hence in need of financial support from Akansha.

Akansha disputes the necessity of such support and claims that they shared financial responsibilities during their relationship and that their relationship does not meet the criteria of a valid marriage under the Hindu Marriage Act.

The Family Court of Mumbai tried both petitions together and on evaluation of the pleadings observed that the petitioner, Shravan had not made out a case for a grant of Guardianship and considering the paramount welfare and interest of the minor child and the conduct of the parties, towards the welfare of the child, found that retention of custody and guardianship with the mother would be best suited for the child and accordingly, dismissed the guardianship petition. The Family Court furthermore rejected the maintenance petition filed by Shravan. Aggrieved by the decision of the Family Court of Mumbai, Shravan prefers an appeal to the Hon'ble High Court of Mumbai.

Issues

1. Whether there is a valid marriage between Shravan and Akansha?
2. Whether Shravan is entitled to the custody of minor child under Guardianship and Wards Act as well as Hindu Adoption and Maintenance Act?
3. Whether Shravan is entitled to maintenance under Hindu Adoption and Maintenance Act and allied laws?

MOOT PROBLEM 3

Excell Electronics, a reputable electronics manufacturing company, entered into a contract with Highness Components, a supplier of electronic components, for the purchase of a specific quantity of microchips to be used in line of smartphones. The contract specified the delivery date and quality standards for the microchips.

The parties executed a written contract on January 15, 2022, specifying the quantity, price, and delivery date of the microchips. The contract between Excell Electronics and Highness Components stipulated that Excell Electronics had three days from the delivery date to inspect the microchips and notify Highness Components of any defects or non-conformities. Excell Electronics did not complete the inspection within this seven-day timeframe.

The contract included a clause stating that "time is of the essence" regarding the delivery date. Highness Components encountered production delays and was unable to deliver the microchips by the agreed-upon date of March 1, 2022. Instead, the delivery was made on March 15, 2022, causing a two-week delay.

When the microchips were delivered on March 15, 2022, Excell Electronics did not expressly reject the delivery upon arrival. However, they communicated their dissatisfaction and concerns regarding the delay to Highness Components on March 20, 2022, which was five days after the delivery was made. Upon receiving the microchips, Excell Electronics discovered that a significant portion of the delivered microchips did not meet the quality standards outlined in the contract. They were defective and failed to function properly. Excell Electronics promptly notified Highness Components of the delivery delay and the quality issues with the microchips on March 20, 2022.

In response, Highness Components argued that the delay was due to unforeseen production difficulties and that Excell Electronics had accepted the late delivery by not rejecting it upon arrival. Highness Components also claimed that Excell Electronics failed to inspect the microchips within the time stipulated by the contract. They also contend that the delay was due to unforeseen production difficulties. However, Excell Electronics insists that they promptly communicated their dissatisfaction and concerns regarding the delay to Highness Components on March 20, 2022, which suggests they did not waive their right to reject the late delivery. Additionally, the contract further stipulates that in case of breach of Contract by either of the party, Rs. 2,00,000 should be paid as liquidated damages.

Aggrieved by the reply of Highness Components, Excell is filing a suit before the City Civil Court of Mumbai.

Issues

1. Whether Highness Components breach the contract by delivering defective microchips two weeks late?
2. Whether Excell Electronics waive its right to reject the late delivery?
3. Whether the liquidated damages clause can be invoked by Excell Electronics?