



# Symbiosis Law School, Hyderabad

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## “1st Symbiosis Law School, Hyderabad National Moot Court Competition- 2016”

**The following are the clarifications of the queries.**

### **Set-I**

1. State of Germanzi laws are pari materia to which country?  
Response – It is a fictitious country. You may consider its laws to be similar to that of Germany.
2. Is barium is a substitute name of Gallium in BAP?  
Response – No. However, it may be considered as an alternative to Gallium for the purposes of this problem.
3. Is ventured company of NGE registered under induX laws?  
Response – Yes, however, shrink wrap contract is with NGE (Germnazi).
4. Are instalment payments and provide of credit card details forms the Set of so called shrink wrap contract?  
Response - Yes

### **Set-II**

1. Please specify the Cause Title.  
Response – This does not require clarification.
2. Was there any indication on the outer surface of the package that the package contained a shrinkwrap contract?  
Response – This does not require clarification.
3. Whether NGE was registered under the Companies Act of Indux?  
Response – NGE is a foreign company. However, its venture in India is a company registered under the Companies Act of Indux.

### **Set-III**

1. Is the manufacturing process of BulbTech patented or is it the product BulbTech that is patented?

Response – Process

2. Are the solicitation/promotional calls from International Commercial Banks of Germinazi received ONLY by customers of NGE that have breached the BulbTech contract?

Response –This does not require clarification.

3. Whether or not Monolever Limited has patented their LED driver device?

Response – Not patented.

### **Set-IV**

The facts of the problem talks about the country " Germnazi", ( In the first page of the moot problem, it states that " For data privacy purposes follows data security practises as prescribed under the laws of Germnazi and not IS/ ISO/IEC 27001 standards). So we would like to know which country's laws does Germnazi resemble to.

Response –It is a fictitious country. You may consider its laws to be similar to that of Germany.

### **Set-V**

- 1.If the country called Germnazi can be presumed as the country of Germany.

Response –It is a fictitious country. You may consider its laws to be similar to that of Germany.

- 2.If the company NGE and ML have had a contract as to the taking of the driver devises or any sort of agreement between them.

Response –This does not require clarification.

### **Set-VI**

- 1) Whether a Fitness Certificate was granted by the Hon'ble High Court of Channel?

Response –This does not require clarification.

- 2) Will the line spacing of footnotes be the same as that of the body of arguments?

Response – Yes, it will be the same.

## **Set-VII**

1) If the shrink wrap contract is with the nge Germany or India. It was stated in the previous clarification mail that the contract is with nge Germany but the bulb tech is produced in India and sold in India, hence the contract is supposed to be with India. If it is with Germany, it would make it an international contract.

Response –This does not require clarification.

## **Set- VIII**

1) As per the last paragraph where BAPG 's alleges, Whether the contract was contrary to the data privacy laws of the country or the conduct of NGE was contrary to data privacy laws of the country?

Response – Allegation of BAPG is that both the contract and conduct of NGE were contrary to the data privacy laws of the country.

2) Whether the information was intentionally disclosed to International Commercial Banks of Germanzi by NGE or whether there was a breach of security and NGE was negligent?

Response – Please read the moot problem carefully. This does not require clarification.

## **Set- IX**

1) What is the time gap between the date of publication of grant of a patent, and the filing of a writ by BAPG in the High Court of Channel?

Response –This does not require clarification. Prior procedural accuracy to be assumed in this regard.

2) Which year was the patent granted in, and in which year was the Supreme Court of Indux approached?

Response – This does not require clarification. Timeline is not subject to challenge. It may be assumed that the procedural requirements in this regard to approach the Supreme Court of Indux have been duly complied with.

## **Set-X**

1) Whether Monolever is also a customer of NGE.

Response –The moot problem is self-explanatory about the role of Monolever.

## **Set-XI**

1) What kind of credit card details were shared by NGE? The account details? Or the contact Information of the customers?

Response – All, the allegations pertain to disposal of all credit card related details of customers.

2) Did the Shrink-wrap contract have a 'product return' policy?

Response – This does not require clarification.

3) Did the Hon'ble High Court hold the writ petition to be maintainable?

Response – This does not require clarification.

4) How many instalments did Mr. Ganguly pay?

Response – This does not require clarification.

5) Is it permissible to rely on authorities not expressly cited in the written submissions?

Response – Yes

## **Set-XII**

1) On the 2nd page in the second paragraph, the 4th last line it says, 'On further enquiry, Mr. Ganguly realized.....' my question is where is the Indemnity Clause of the Shrink-Wrap Contract mentioned or situated?

Response – In the shrink-wrap contract itself.

## **SET-XIII**

1) In bullet point-4 of the third paragraph of the Moot Court Problem, the problem reads that "For data privacy purposes, follows data security practices as prescribed under the laws of Germnazi and not IS/ISO/IEC 27001 standards." Please clarify as to whether it is the company NGE that follows the data security laws of Germnazi or the contract entered with NGE that will be governed by the data security laws of Germnazi.

Response – The concerned bullet point-4 intends to indicate that for data privacy purposes, NGE follows data security practices as prescribed under the laws of Germnazi.

2) Whether the company NGE had notified the Central Government and received prior approval with regard to following the data security practices and laws of Germnazi.

Response – This is a matter of research regarding the approvals granted by the Central Government till date.

3) Para-6 of the Moot Court Problem states that "The aggrieved customers and ML have been collectively referred in the writ petition as 'BulbTech Aggrieved Parties Group' ("BAPG")." Can 'Collectively referred' be taken to mean that the High Court, clubbed the petitions of the 'Aggrieved Parties'?

Response – This does not require clarification.

4) When and how were terms of the contract brought to the notice of the customers?

Response – This does not require clarification. Consider the contract to be a usual shrink-wrap contract.

5) When and how was the indemnity clause of the contract brought to information of the customers?

Response – This does not require clarification. Please refer to the response above.

6) Was the Credit Card information of the customers collected by the Government Shops?

Response – Yes.

7) Were the Government Shops and the Electricity Department, the only retailers of BulbTech?

Response – This does not require clarification.

8) Can it be inferred that “credit card details” includes personal data such as Names, Contact Information,etc.?

Response – Yes, the allegations pertain to disposal of all credit card related details of customers.

9) At what point did the Shrink Wrap contract conclude? Was there a contract entered into at the time of purchase or only at the time of tearing open the wrapper?

Response – This does not require clarification. Consider the contract to be a usual shrink-wrap contract.