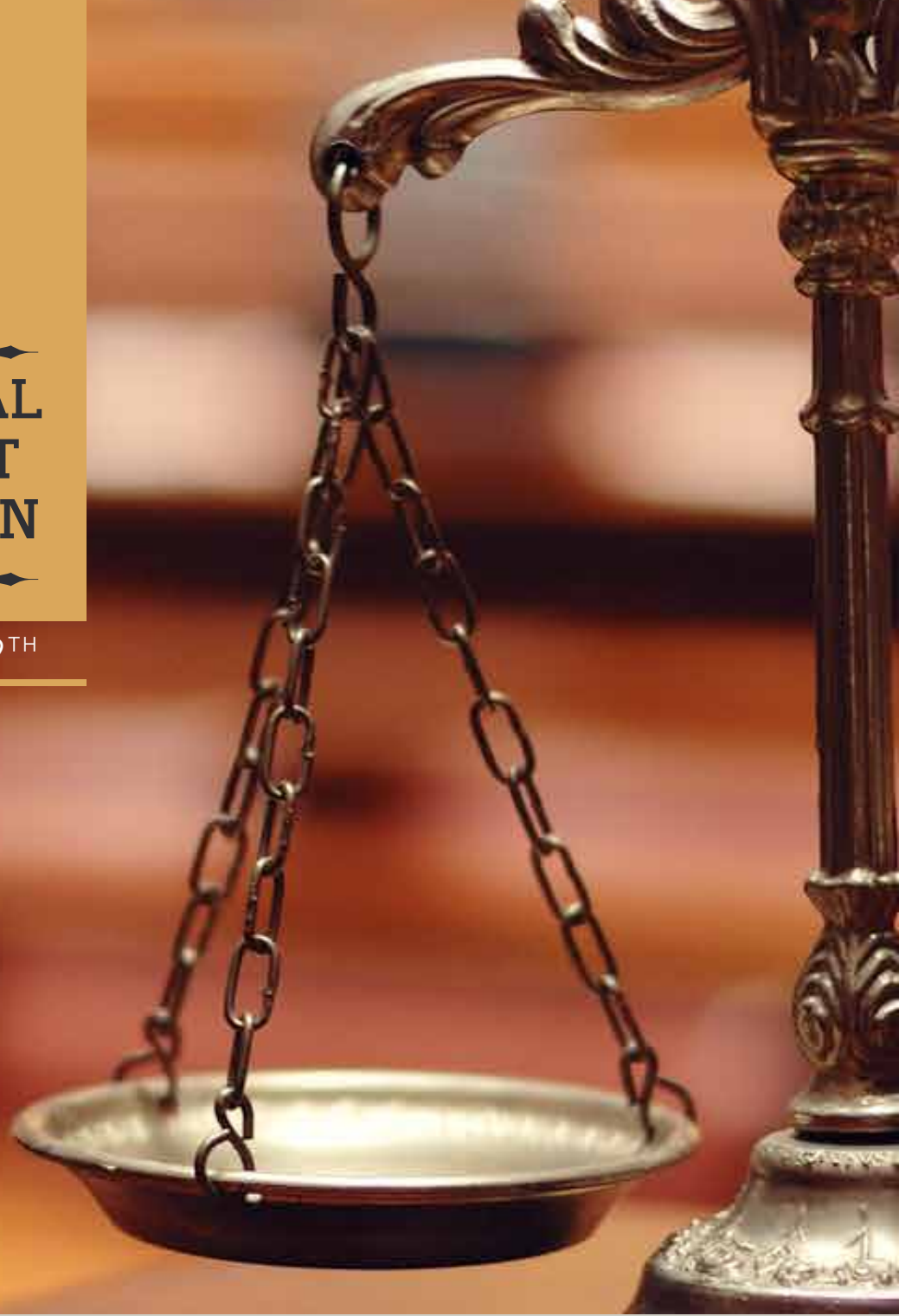




JLU NATIONAL
MOOT COURT
COMPETITION

2017

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MOOT PROPOSITION

Organized By **School of Law**



**JAGRAN LAKECITY
UNIVERSITY**

igniting minds; changing lives

1. Shadowmoor is a country located in the continent of Fogcoast. Crystalden is the administrative as well as business capital of Shadowmoor and is also the home to Windwood, the famous film industry. Shadowmoor is a vast country having a population of almost a billion people and movies are revered as a religion in the country. Since Shadowmoor was an erstwhile colony of India, it has adopted all laws of India as its own.
2. Mr. Ricky Ponto is 29 years old and is a famous football player and has evolved as a national youth icon. He endorses various brands and is regarded as one of the wealthiest sportspersons in the world. However, before becoming a famous sportsperson, Ponto belonged to a very humble background and in fact, he was an orphan who was forced to work in firecracker factories. It is believed that he had a very tough childhood and was treated badly by his masters while working in the factory.
3. Seeing Mr. Ponto popularity, Mr. Jaden, an American Citizen who owns Ginger Productions Pvt. Ltd., a company registered under the Companies Act of Shadowmoor, 2013 with its headquarters in Crystalden, decided to make a biopic on Mr. Ponto's life. Therefore, he approached him and requested for rights to make the movie. Mr. Ponto liked the idea and sold the rights to make a biopic on him for consideration of merely one dollar (national currency of shadowmoor). As per the written agreement, Ginger productions had full liberty to dramatize Mr. Ponto's life and make the movie economically viable. However, at the end of the meeting, Mr. Ponto made an oral request that since he was a youth icon, the movie to be made in such a manner that children could after watching be inspired. Mr. Jaden orally promised to keep this in mind while making the movie. The contract, inter alia, also contained the following clauses –
 - i. In case of any dispute between the parties arising out of or in connection with the agreement, the said dispute shall initially be attempted to be resolved in an amicable manner. If the attempt to amicably settle the matter fails, the matter shall be resolved through arbitration before a panel of 3 arbitrators. One arbitrator to be appointed by each of the parties and the third arbitrator to be appointed by the two nominated arbitrators.
 - ii. Both parties agree not to raise any dispute in relation to this agreement before any court or tribunal without first attempting to resolve the dispute in accordance with clause (i) hereinabove.
 - iii. In case, either party breaches any term or provision of this agreement, the other party shall be entitled to claim liquidated damages amounting 10 million dollars.
 - iv. The agreement may be amended or waived only with consent of both the parties, and any such amendment will be binding on the parties. Such amendments may be oral or written.

4. Ginger Productions made the movie titled 'Ricky Ponto – A Story to be Told' by engaging popular leading actors and actresses of Shadowmoor. As expected, when the promos of the movie were launched, there was a great hype about the movie and it was touted to become the highest grossing movie of the year.
5. The Central Board of Film Certification is a statutory body created under Ministry of Information and Broadcasting of Shadowmoor and regulating the public exhibition of films under the provisions of the Shadowmoor Cinematograph Act, 1952. As per the provisions of this Act, films can be publicly exhibited in Shadowmoor only after they have been certified by the Central Board of Film Certification. A month prior to the release of the movie, the Certification Board after examining the movie, recommended 52 excisions and directed that 112 dialogues should be deleted from the movie. Subject to these directions, the film was approved for release to the public with 'Adult' rating.
6. Most of the scenes, which were directed to be deleted, were showcasing the life of Mr. Ponto as an orphan working in the firecracker factory and being mentally and physically exploited by the factory owners. Since Ginger Productions was very keen to show the hardship suffered by Mr. Ponto during his early years in an accurate manner, it filed an appeal before the Tribunal. However, the Tribunal upheld the order of the Certification Board and directed Ginger Productions to make the necessary alterations.
7. Being aggrieved by the order of the Tribunal, Ginger Productions through Mr. Jaden filed a writ petition before the Hon'ble High Court of Crystalden on various grounds including the constitutional validity of Section 4(1)(iii) of the Shadowmoor Cinematograph Act, 1952. The High Court of Crystalden exercises original jurisdiction where the disputed claim is greater than 1 million dollars.
8. Section 4 of the Shadowmoor Cinematograph Act, 1952 provides that:

SECTION 4: EXAMINATION OF FILMS:

1. Any person desiring to exhibit any film shall in the prescribed manner make an application to the Board for a certificate in respect thereof, and the Board may, after examining or having the film examined in the prescribed manner,—
 - i. sanction the film for unrestricted public exhibition
Provided that, having regard to any material in the film, if the Board is of the opinion that it is necessary to caution that the question as to whether any child below the age of twelve years may be allowed to see such a film should be considered by the parents or guardian of such child, the Board may sanction the film for unrestricted public exhibition with an endorsement to that effect; or
 - ii. sanction the film for public exhibition restricted to adults; or

- ii. sanction the film for public exhibition restricted to members of any profession or any class of persons, having regard to the nature, content and theme of the film; or
 - iii. direct the applicant to carry out such excisions or modifications in the film as it thinks necessary before sanctioning the film for public exhibition under any of the foregoing clauses; or
 - iv. refuse to sanction the film for public exhibition.
2. No action under the proviso to clause (i), clause (ii), clause (iia), clause (iii) or clause (iv) of sub-section (1) shall be taken by the Board except after giving an opportunity to the applicant for representing his views in the matter.
9. The Certification Board was also made a party to the dispute and it submitted its response rebutting the allegations made in the petition. The maintainability of the petition was also challenged on the ground that no fundamental rights of any citizen were being violated.
10. In the meanwhile, Mr. Ponto hearing that the Certification Board had recommended that the movie be given an 'Adult' rating was upset as this meant that the youth would not be able to watch the movie and considering his request to Mr. Jaden regarding the movie to be an inspiration to children, he decided to file an intervention in the writ petition supporting the stand of the Certification Board and also alleging breach of contract by Ginger Productions and claiming damages to the tune of 100 million dollars. The High Court of Crystalden has thus fixed the matter for hearing.