



Shri Vile Parle Kelavani Mandal's

# JITENDRA CHAUHAN COLLEGE OF LAW

(Affiliated to University of Mumbai and Recognized by Bar Council of India, New Delhi)

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Date: 17<sup>th</sup> February, 2026

## NOTICE

### III LL.B. (SEM.-V)

#### (A.Y. 2025-2026) - 75:25 PATTERN

#### **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
<b>TOTAL MARKS</b>		<b>100 Marks</b>

#### **Component – I (50 marks)**

##### **Moot Court**

Students have 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-I** 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 must 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. The font type 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 (20 Marks)**

#### **Observance of trial proceedings**

The students shall compulsorily attend at least four court proceeding, two criminal trials and two civil proceedings and record the various steps observed during their attendance. They are required to note the details of the court, the parties involved in the matter, the lawyers, and the date on which they attended the court proceedings. A geo-tagged image of the court, with the date visible, must also be included. Additionally, the students must provide a brief gist of the case and their observations in the journal.

### **Component- III (10 Marks)**

#### **Internship at Lawyer's Office**

Students must maintain an Internship Diary during their internship. The diary must be duly signed by the lawyer or law office where the internship is undertaken. Upon completion of the internship, students must submit the signed Internship Diary to the college at the time of Viva. The format for the same is annexed as **Annexure –II**. The internship certificate must also be attached to the Internship Diary. Any law internships completed over the course of three years will be considered for Component III.

#### **Guidelines for Submitting Component –II**

1. Any A/4 size (8.3 x 11.7 inches) paper must be used for the purpose of entering the Component –II 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. College Name
- ii. Subject: Practical Training –III
- iii. Name of Student
- iv. Roll number & Division
- v. Faculty In-charge

**Note:** The typed memorials of Component I and the written submissions of Component II are to be spiral-bound together and submitted on the date of the Viva-voce. Component III, i.e., the Internship Diary, must be spiral bound separately and submitted at the time of Viva.

**Component –IV (20 Marks)**

**Viva-Voce**

1. The viva shall be held on **17<sup>th</sup> March, 2026 (3pm to 5pm)**. The detailed schedule for the Viva-voce will be informed in due course.
2. The Viva-Voce shall be based on all the above three components.

**In case of any difficulty, students may approach Dr. Navanitha Warriar**



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

## Annexure –I

### Instructions

**Moot Problem 1: All odd roll numbers shall prepare from the Plaintiff/Petitioner’s side. All even roll numbers shall prepare from the Defendant/ Respondent’s side.**

**Moot Problem 2: All even roll numbers shall prepare from the Plaintiff/Petitioner’s side. All odd roll numbers shall prepare from the Defendant/ Respondent’s side.**

**Moot Problem 3: All even roll numbers from 1–120 shall prepare from the Plaintiff/Petitioner’s side, and all odd roll numbers from 1–120 shall prepare from the Defendant/Respondent’s side. All odd roll numbers from 111–240 shall prepare from the Plaintiff/Petitioner’s side, and all even roll numbers from 111–240 shall prepare from the Defendant/Respondent’s side.**

### Moot Problem : 1

TechMart Pvt. Ltd. (“TechMart”) is a private limited company incorporated under the Companies Act, 2013, having its registered office in Bengaluru, Karnataka. TechMart operates one of India’s largest e-commerce platforms for electronic gadgets, accessories, and appliances. Its website, [www.techmart.in](http://www.techmart.in), has more than 10 million registered users.

On 12 March 2024, as part of its 10th Anniversary celebrations, TechMart launched a “Mega Flash Sale” advertised through television, social media, email campaigns, and push notifications on its mobile application. The sale was to last for only 24 hours, starting at 12:00 midnight and ending at 11:59 PM the same day.

Among the most popular offers displayed during the sale was the ZX Pro Laptop, a high-performance device with a market value of ₹2,49,999, advertised at a massive 70% discount – “Now at ₹74,999 Only! – Limited Stocks – Hurry!” The advertisement on the website carried a “Buy Now” button. When a customer clicked this button, a pop-up message appeared stating:

“By clicking ‘Buy Now’, you agree to the Terms and Conditions.”

The phrase “Terms and Conditions” appeared in small font and was hyperlinked to a separate page. The terms included a clause stating:

“In the event of a typographical or pricing error, TechMart reserves the right to cancel any order placed for the product at the incorrect price, without any liability to the customer.”

At 10:05 AM, Mr. Arjun Verma, a 29-year-old freelance software developer based in Pune, visited TechMart’s website to purchase the ZX Pro Laptop. Arjun had been searching for a high-end laptop to meet the demands of his software projects. Without opening or reading the “Terms and Conditions” link, he clicked “Buy Now,” proceeded to payment, and successfully paid ₹74,999 via net banking. Within a few minutes, he received an **automated email confirmation** from TechMart stating:

“Congratulations! Your order for ZX Pro Laptop has been confirmed. Estimated delivery: 16 March 2024.”

Excited about his purchase, Arjun sold his existing laptop the same evening for ₹40,000, expecting delivery of the new device in four days.

On 14 March 2024, TechMart’s customer service department sent an email to Arjun stating that due to a “technical glitch” in the pricing algorithm, the actual intended sale price of the ZX Pro Laptop was ₹1,49,999, not ₹74,999. The company stated that his order had been cancelled in accordance with the “pricing error” clause in its Terms and Conditions. The email assured him that the full amount would be refunded within 5 working days.

Arjun immediately contacted TechMart’s helpline, arguing that the email confirmation constituted acceptance of his offer and a binding contract had been formed. TechMart refused to reinstate the order, maintaining that no binding contract existed until *manual verification* of orders by its sales team, which was part of its internal process.

Arjun alleges that as a result of this cancellation, he was unable to meet deadlines for multiple software development projects because he no longer had a functioning laptop, causing him substantial financial loss and reputational harm. On 20 March 2024, Arjun served a legal notice upon TechMart, demanding specific performance of the contract (delivery of the laptop at ₹74,999) and damages of ₹5,00,000 for loss of income and mental agony.

TechMart responded on 27 March 2024, denying liability and reiterating that:

1. The website listings are only invitations to offer; an order confirmation is not acceptance until verified.
2. Arjun expressly agreed to the Terms and Conditions by clicking “Buy Now,” which included the pricing error clause.
3. The company acted in good faith by promptly refunding the money, and any loss suffered by Arjun was due to his own premature decision to sell his old laptop.

Unable to reach a settlement, Arjun filed a suit before the Commercial Court at Pune, seeking specific performance under the Specific Relief Act, 1963 and damages under the Indian Contract Act, 1872 and the Consumer Protection Act, 2019.

## **Issues for Consideration**

1. Whether a binding electronic contract was formed between Arjun Verma and TechMart Pvt. Ltd. upon confirmation of the order by email.
2. Whether the “Terms and Conditions” accessible through a hyperlink, without separate acknowledgment, form part of the contract and are enforceable against Arjun.
3. Whether the “pricing error” clause in the Terms and Conditions is valid and allows TechMart to cancel the order without liability.
4. Whether Arjun is entitled to specific performance of the contract and damages for loss of income and reputation.

## Moot Problem : 2

Aurora Creations Pvt. Ltd., a film production company incorporated in the Republic of Indica in 2005, has built a reputation for high-quality films and innovative storytelling. In early 2017, the company conceived an original concept for a feature film titled *The Last Melody*, a musical drama centering on a gifted violinist, Aarav, who battles early-onset memory loss while striving to complete an unfinished symphony dedicated to his late mentor. Aurora's CEO, Devika Kapoor, engaged Arjun Menon, an acclaimed screenwriter, under a Writer Engagement Agreement dated 10 June 2017. The agreement provided that the script would be an original work created solely for Aurora, that all intellectual property rights in the script and any drafts, treatments or character sketches would vest exclusively in Aurora from the date of creation on a work-for-hire and assignment basis, and that Menon could not disclose or use the script, or any part of it, for any other purpose without Aurora's prior written consent. The agreement also contained a jurisdiction clause conferring exclusive jurisdiction on the courts of Mumbai, Indica.

Over the next six months, Menon developed the full script. It included distinctive character backstories, recurring sequences such as Aarav forgetting his own musical notes mid-performance, and a climactic act in which the protagonist conducts an orchestra using memory triggers instead of a traditional score. In November 2017, Aurora registered the literary script with the Indica Copyright Office. Around the same time, Aurora commissioned Priya Raman, a celebrated composer, to create six original musical compositions for the film, among them "Echoes of Dawn" and "Rain in Strings". These blended Western orchestration with traditional folk motifs and were recorded by June 2018. The script and music were stored in an encrypted archive, but draft versions were emailed to Menon and Raman during the creative process.

Aurora planned to shoot the film in 2019, but a key investor withdrew, forcing indefinite postponement. No public announcement was made, and Aurora kept all creative material confidential with the hope of reviving the project later. In September 2020, a film titled *Strings of Yesterday*, produced by Nova Visions Studios, was released nationwide. It told the story of Armaan, a violin prodigy diagnosed with a rare degenerative memory disorder. Critics praised its emotional portrayal and two musical tracks, "Whispers at Dawn" and "Monsoon Refrain", for their haunting beauty. Soon after, Aurora's CEO received an anonymous tip alleging that Menon had been hired by Nova in early 2019 as a creative consultant for *Strings of Yesterday*.

Aurora compared its registered script with the released film and noted multiple similarities. Both works featured a gifted violinist battling memory loss, a mentor-student relationship, a symbolic unfinished musical piece, and performance breakdowns linked to the protagonist's

condition. Specific sequences were also strikingly alike: in both, the protagonist scribbles musical cues on his hands before a performance, and both end with the protagonist conducting an orchestra without a visible score, relying instead on personal memory triggers. Additionally, the two musical tracks in *Strings of Yesterday* bore strong resemblance in melody, tempo and orchestration to Raman's "Echoes of Dawn" and "Rain in Strings".

On 15 October 2020, Aurora sent a cease-and-desist notice to Nova and Menon, alleging copyright infringement of the literary work and musical works, violation of the moral rights of the authors under Section 57 of the Indica Copyright Act, 1957, and breach of the Writer Engagement Agreement. Aurora demanded that Nova halt all distribution, pay ₹5 crores in damages, and deliver up all infringing material. Nova's reply on 25 October 2020 denied the allegations, asserting that *Strings of Yesterday* was based on the life of a real violinist from Indica whose biography, published decades earlier, is in the public domain. Nova argued that similarities arose from common themes, stock characters, and standard dramatic situations in musical dramas, which are not protected by copyright, and that the two disputed music tracks drew from folk tunes from the Eastern Hills region long in the public domain, merely rearranged in a contemporary style. Nova claimed that Menon had not provided them with Aurora's script and that his role was limited to advising on the portrayal of a musician's life.

Aurora filed a civil suit in the High Court of Mumbai seeking a permanent injunction restraining Nova from exhibiting or distributing *Strings of Yesterday*, damages of ₹5 crores, and an account of profits. The Single Judge of the High Court refused interim relief, observing that while there were thematic similarities, copyright does not protect themes, and Aurora had not conclusively shown copying of protected expression rather than ideas. The judge noted that blocking exhibition after release would cause disproportionate harm to Nova. On appeal, the Division Bench upheld the decision, adding that the film was already widely released with satellite and streaming rights sold, and that damages could compensate Aurora if infringement was proved.

Aurora has now approached the Supreme Court of Indica. It argues that the similarities in plot, sequence, characterisation, and musical compositions go beyond mere ideas or stock elements and constitute copying of protected expression. It contends that Menon had access to and control over the script and music and that his involvement with Nova is evidence of unlawful use. Aurora maintains that the so-called folk elements were incorporated in a distinctive arrangement by Raman, giving them original expression protectable under law, and that the defence of public domain cannot apply to these particular musical arrangements. It further argues that Nova's commercial exploitation of infringing works entitles Aurora to both injunctive relief and damages, regardless of the stage of release.

Nova, in response, asserts that its film was independently created from a historical account of a musician's life, supplemented with original screenplay elements developed by its in-house team. It maintains that any similarities result from the use of common tropes inherent to musical dramas and biopics, which cannot be monopolised. On the musical works, Nova argues that the disputed tunes are rooted in folk melodies free for public use and that its composers produced their own arrangements without copying Aurora's recordings or scores. It emphasises that there is no direct evidence of Menon supplying Aurora's material and that coincidence or subconscious influence cannot amount to infringement without proof of substantial copying of original expression. Nova contends that granting a permanent injunction after the film's release would cause immense financial loss and deprive the public of access to a work created independently and in good faith.

### **Issues for Consideration**

1. Whether *Strings of Yesterday* is infringing Aurora's copyright.
2. Whether the defence of independent creation shields Nova from liability.
3. Whether Menon's consultancy with Nova breached his contractual and statutory duties to Aurora.
4. Whether Aurora is entitled to a permanent injunction and damages after the release and commercial exploitation of *Strings of Yesterday*.

### **Moot Problem : 3**

Dhruv and Tara were married in January 2015 according to Hindu rites in the presence of their families. At the time of marriage, both were employed in multinational companies—Dhruv as the CEO of his company in Delhi, residing in a posh locality, and Tara as a manager in Mohali. After marriage, Tara resigned from her job to shift to Delhi and live with Dhruv and his family.

In August 2016, Tara received a lucrative job offer, but Dhruv opposed her working during her pregnancy, compelling her to decline the offer. Tara was dissatisfied with this decision and felt frustrated. In March 2017, she gave birth to a daughter, Chandni. Dhruv and his family were reportedly unhappy about the birth of a girl child.

Dhruv's professional commitments kept him away from home for long hours and frequent work trips. Tara noticed him having secret conversations with his secretary, Kavita, who had been working with him for a decade. On several occasions, Tara attempted to check their WhatsApp chats, suspecting evening meetings between them. Often, when Tara called Dhruv, Kavita answered his phone. These incidents became a recurring cause of quarrels between Dhruv and Tara.

When Chandni grew older, Tara expressed her desire to work again, but Dhruv insisted she remain at home to care for their daughter. Unhappy with his controlling behaviour, Tara confided in her parents, who advised her to adjust to the situation. Over time, she became withdrawn and longed for Dhruv's attention, which she felt she was not receiving. Dhruv's promotion to Vice President of the National Board of Industries further reduced the time he spent with his family.

In June 2021, Dhruv informed Tara about a meeting with a client. Tara suspected he was meeting Kavita for personal reasons. She called him repeatedly that evening, but he did not answer. Dhruv returned home at 2:00 AM, leading to a heated argument between the couple. Frustrated, Tara left the marital home with Chandni and went to her parents' house. Her parents, concerned about her condition, sought help from Navin, a counsellor they had previously consulted for Tara.

Initially reluctant, Tara opened up to Navin, sharing details of her marital troubles. She began visiting his clinic regularly and gradually showed improvement in her emotional state. Navin would also visit Tara at home to check on her well-being, and the two developed a close friendship.

Tara's conservative parents persuaded her to reconcile with Dhruv for the sake of the marriage. She agreed and returned to the matrimonial home. Navin seemed distant after hearing of her decision. Initially, the relationship between Dhruv and Tara improved, but Dhruv soon reverted to his old pattern of returning home late. Tara continued speaking frequently with Navin, disconnecting calls when Dhruv was present. Dhruv, having snoopied through her phone, discovered that most calls were to or from Navin. When confronted, Tara insisted Navin was just a friend, while accusing Dhruv of being involved with Kavita.

In November 2021, Navin visited Delhi for a conference and went to Tara's home. Tara enjoyed his company and began spending long hours outside the house. Navin supported her emotionally and encouraged her independence. One day, Dhruv unexpectedly found Navin at his home. Chandni told her father, "Tell uncle to go back." Dhruv realised Navin had visited earlier as well. This led to a major quarrel, during which Dhruv asked Tara to choose between him and Navin. When she remained silent, Dhruv threw her out of the house, telling her never to return.

Tara returned to her parents' home, and Navin offered her a job as a floor manager at his hospital, knowing her aspiration for financial independence. Shortly thereafter, Tara discovered she was pregnant. She informed Dhruv, who denied paternity, while Tara maintained he was the father.

In January 2022, Dhruv filed for divorce in the Family Court, Delhi, on the ground of adultery under Section 13(1)(i) of the Hindu Marriage Act, 1955, and sought custody of Chandni under the Guardians and Wards Act, 1890. Tara denied the allegations and filed for restitution of conjugal rights under Section 9 of the Hindu Marriage Act, along with an application for interim maintenance under Section 24.

The Family Court granted partial interim relief to Tara but allowed Dhruv visitation rights to Chandni. Both parties appealed to the High Court—Dhruv challenging the interim maintenance order, and Tara contesting the custody arrangements and continuing to deny the allegation of adultery.

### **Issues for Consideration**

1. Whether the circumstances and evidence presented by Dhruv are sufficient to establish adultery by Tara under Section 13(1)(i) of the Hindu Marriage Act, 1955.
2. Whether Tara is entitled to restitution of conjugal rights under Section 9 in light of the allegations and conduct of the parties.

3. Whether Dhruv's denial of paternity of the unborn child can be sustained in law, and the evidentiary standards applicable under Section 112 of the Indian Evidence Act, 1872.
4. Whether Tara is entitled to interim maintenance under Section 24 of the Hindu Marriage Act, considering her employment after separation.
5. Whether custody of Chandni should be granted to Dhruv or Tara, keeping in mind the welfare principle under Section 17 of the Guardians and Wards Act, 1890.

**ANNEXURE-II**  
**(Component –III Practical Training –III)**

**INTERNSHIP DIARY**

Name:	
College Name:	
Class	
Roll Number / Division:	
College SAP ID:	

**INTERNSHIP DETAILS**

Name of the Organization / Chamber: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Supervisor / Advocate: \_\_\_\_\_

Internship Duration: From \_\_/\_\_/\_\_\_\_ To \_\_/\_\_/\_\_\_\_

Mode: Physical / Online / Hybrid

Area of Practice / Focus:

## **Internship Certificate**

(Attach the same)

## **Declaration by the Student**

I, ....., hereby declare that the work presented in this internship diary is the result of my own efforts and has been completed during my internship at [Organization Name] from

[Start                      Date]                      to                      [End                      Date].

Date:

Place:

Signature of Student

## **Acknowledgement**



## **SUMMARY REPORT (End of Internship)**

### **1. Overview of Internship Experience:**

(Brief description of the organization/chamber, nature of work, court visits, client interaction etc.)

### **2. Key Takeaways:**

- Legal skills developed
- Exposure to procedures or systems
- Case laws or concepts strengthened
- Professionalism and ethics learned

### **3. Challenges Faced:**

(Briefly mention any challenges, limitations, or improvements suggested)

### **4. Overall Reflection:**

(Your thoughts on how the internship has shaped your understanding of legal practice)

**ADVOCATES / SUPERVISOR'S REMARKS AND SIGNATURE**