

List of Clarifications

1. Is the Motor Vehicles (Amendment) Act, 2014 in Pari materia to Indian motor vehicles bill, 2014 or motor vehicles (amendment) act, 2019.? There is a confusion regarding the same either of which has binding value?

The Motor Vehicles (Amendment) Act, 2014 is a fictitious enactment made for the purposes of the moot problem which is an extension of the Motor Vehicles Act, 1988. This extension allows to include testing and commercial sale of autonomous vehicles to the existing legislation.

2. Whether jurisprudence of foreign nations is applicable or not since we have law of tort in the moot proposition.

No clarification is required.

3. Whether research papers, working papers, conference proceedings, institutional table round conferences can be taken into consideration while proceeding with the arguments.

No clarification is required.

4. In last line of paragraph 8 of moot problem, it reads as "He agreed to the notice". Then in first line of paragraph 9, it again reads as "he encountered a notice and agreed to the terms". So are they same notice which is given at last of moot problem? If no, then which one is that notice which is given at last?

Yes. It is the same notice.

5. Who is referred as respondent in issue 1? If it is Alset, then can it be a party since it was not in original pleadings?

Issue 1 is ammended to be read as: "Whether Alset is liable to pay compensation for the accident dated 17th July 2018?"

Note: Para 13 is ammended entirely to be read as:

"13. During the course of this entire event, Dhanraj was entirely disengaged to control the car in any way. The accident report concluded that both the Model A and Dhanraj failed to brake the car when the lady appeared abruptly on the heavy



trafficked road and the toxicology report indicated that the lady was heavily intoxicated with alcohol. The victim was a manager at a prestigious IT firm and had to be admitted for two months in the Hospital. As a result of the same, Dhruval sued Mr. Dhanraj and the insurance company at the Motor Accidents Claims Tribunal [“MACT”] for an amount of Rs. 20,00,000/- claiming *inter alia* his medical expenses, loss of income, damage to his motorbike, pain and suffering. In the interest of justice MACT made Alset Pvt. Ltd. a party to the suit as a defendant. The Tribunal decided the award in favour of Dhruval and divided the compensation amount only between the insurance company and Mr. Dhanraj equally. The insurance company paid the due amount decided by the Tribunal. However, Mr. Dhanraj aggrieved by the decision, Dhanraj appealed to High Court of Mediterraneo and the High Court also made Alset Pvt. Ltd. a party to the appeal, the High Court upheld the award of the Tribunal and dismissed the appeal with costs. He further appealed to the Supreme Court of Oxyonia and the matter is listed for hearing.”

6. Was USP of the product mentioned in the television advertisement.

No.

7. In the moot problem, the second issue mentions the act as Consumer Protection Act, 1986. We would like to know if we could use the provisions as under Consumer Protection Amendment Act, 2019.

For the purpose of moot problem Consumer Protection Act, 1986 is applicable.

8. Under the heading 'note' the Motor Vehicles Amendment Act, 2014 is said to have been including the testing and commercial sale of autonomous vehicles. But as per the laws of India there had been no such mention in such bill. We would like to clarify us in this regard.

Refer to Clarification 1.

9. Issue I: Whether the Respondent is liable to pay compensation for the accident dated 17th July 2018? On perusal of Para 13, Dhruval is the claimant while Dhanraj and the insurance company, the respondents. So on further appeal to the Supreme Court, it would make Dhanraj as the appellant and Dhruval, the respondent. (Assuming Alset



was not one of the parties in the Tribunal). Is Dhruval or Alset the Respondent in Issue I?

Refer to Clarification 5.

10. I wanted to bring to your notice that the Consumer Protection Act, 1986 has been repealed and now Consumer Protection Act 2019 has been put in place. Issue (b) in the proposition is pertaining to Consumer Protection Act, so we need a Clarification in this regard.

Refer to Clarification 7.

11. Whether the Consumer Protection Act, 2019 is applicable to the case fact?

Refer to Clarification 7.

12. Please can you provide us with the Oxyonia Motor Vehicles(Amendment) Act, 2014 and, if not, whether the autonomous vehicles are excluded from the provisions of the Motor Vehicles Act for promotion and advancement of technology?

The application of Motor Vehicles Act, 1988 on the autonomous vehicles in the Republic of Oxyonia begins from the Motor Vehicles (Amendment) Act, 2014.

13. While going through the facts we are not understanding certain things so can we assume some of the facts hypothetically. To make it clear

No clarification is required.

14. Whether the respondent car company was a small entity or a large identity as per the data protection bill, 2018(section 48), because if it were a small entity, then it could be given some exemptions from processing the data of the consumer.

No clarification is required.

15. In Issue no.1 whether the respondent is Alset Pvt. Ltd. or insurance company

Refer to Clarification 5.

16. Whether New Equatoriana is located in the Republic of Oxyonia?

New Equatoriana is located within the Republic of Oxyonia.

17. Whether the Indian Personal Data Protection Bill enacted is the 2018 Bill or 2019 Bill?

The Oxyonian Personal Data Protection is in pari materia to Indian Personal Data Protection Bill, 2018 passed under the Chairmanship of Just. BN Srikrishna.

18. Please provide the Cookie Notice as well as the Alset Pvt. Ltd. Privacy Policy.



The Cookie Notice and Privacy Policy are not required as far as the facts of the problem is concerned.

19. Whether the Oxyonia Motor Vehicles (Amendment) Act, 2014 is pari materia with the Indian Motor Vehicles (Amendment) Act, 2019?

Oxyonian Motor Vehicles (Amendment) Act, 2014 is not in pari materia to the Indian Motor Vehicles (Amendment) Act, 2019.

20. Please could you provide me with the "User manual and other documents" as provided in the facts?

There is no need for the user manual and other documents as far as the facts of the problem are concerned.

21. In para no.13 Mr. Dhruval have claimed compensation from Mr. Dhanraj and insurance company. So dhruval have claimed from which insurance company, his insurance company or Mr. Dhanraj's insurance company.

Dhanraj has made all the required parties as a party to the suit/petition as required under the applicable provisions of law.

22. In issue no. 1 for the court's consideration wheter the respondent is Alset Pvt. Ltd or the insurance company.

Refer to Clarification 5.

23. While reading through the moot problem I noticed that in the issues, that have been given in the problem, the second issue talks about the consumer protection act,1986. Which has been repealed and replaced by the consumer protection act, 2019. I wanted to clarify if this was an error or if that is how the moot problem has been constructed.

Refer to Clarification 7.

24. I had a question regarding the issues that have been given at the end of the moot problem. Are we bound to use the given issues or can we draft complete new ones and ignore them?

No clarification is required.

25. The insurance company mentioned in para 13 is of Dhanraj's car model A or of dhruval's bike?

Refer to Clarification 21.