**Riga Moot Court Case 2015**

1. Moordam Cements GmbH (**MC GmbH**) was company having its registered business in the city of Moordam, in Rineland. They were in the business of producing Special Ready Mix Concrete (**SRMC**). It was one of the largest companies in Europe for the production of SRMC.
2. Ångles Building Conglomerate (**ABC**) was a group of companies conducting their primary business activities in the city of Ångleton, capital of Ångles. ABC was in the business of construction of roads, dams, bridges, tunnels, council housing, etc and into innovative manufacturing technologies such as 3D Printing.
3. Rineland has been a member of the European Union (**EU**) since 1994 and Ångles acquired membership of the EU on 1st January 2014. Rineland is a Civil Law country and Ångles is a Common Law jurisdiction. There was also a special provision when Ångles joined the EU. The Court of Justice of the European Union (**CJEU**) will be the Court of Appeal and Final Authority for all cases brought before The Court of Ångles (**CA**) in Ångleton.
4. MC GmbH and ABC enter into a contract on the 30th November 2014 for the delivery of 200 Tonnes of SRMC at a construction site just outside Ångleton on 31st January 2015 (1st Delivery) and another 150 Tonnes on 28th February 2015 (2nd Delivery). The total price was fixed at €3,500,000 (Euro Three Million and Five Hundred Thousand).
5. As per the terms of the agreement, €500,000 will be paid as advance. The remaining amounts shall be paid in two instalments of equal amount after the proper delivery of the SRMC on 31st January and 28th February 2015. The payments shall be made via bank transfer to MC GmbH within 15 days of delivery of SRMC. The advance of €500,000 was paid on 1st December 2014.
6. The terms of the contract also indicated that all disputes arising out of the contract shall be governed by the CISG and the seat of arbitration shall be London, United Kingdom.
7. The 1st Delivery was made on the 31st January 2015 at the construction site just outside Ångleton. However, due to the narrow entry space at the construction site, the SRMC truck could not gain access and MC GmbH had to use a special tube to deliver the SRMC. This caused a certain amount of delay and the by the time all 200 tonnes were delivered it was 01:00 on 01 February 2015.
8. After delivering the entire load, the driver of the SRMC truck inadvertently accelerated the truck, causing the tube to break and some of the SRMC remaining in the tube to splash over the new 3D printed car of one of the executives of the ABC.
9. Due to the compound nature SRMC, the corrosion of the bonnet of the car was quick and soiled the engine. The body of the 3D printed car was made of certain type of Carbon Nano Fibre that can be easily corroded by one of the compounds present in the SRMC. The Executive was the only authorised signatory to order the transfer of money to MC GmbH.
10. The Executive sent an email to MC GmbH dated 10th February 2015 to claim damages for the injury caused to his car. The amount claimed was € 5,000,000 (Euro Five Million).
11. MC GmbH replied to email sent by the Executive on the 12th February and stated in the email that although MC GmbH regrets damage caused to the car, the amount claimed by the Executive is “preposterous”. MC GmbH’s email also stated that they were willing to pay due costs for the damage caused the Executive’s car.
12. In reply to MC GmbH’s email, the Executive sent an email dated 14th February 2014. She claimed that the amount was just as the injury to the car caused her grief. The car was one of the prototypes created by her partner who also is an executive at one of the ABC companies. This has led to irrecoverable emotional damage for herself and her partner.
13. MC GmbH sent a reply email dated 16th February reaffirming their earlier stance that the amount quoted was preposterous, but were still willing to pay for the actual damages to the Executives car. The email had also requested the reason for non-payment of the amount due for the 1st Delivery and demanded that the amount be transferred the latest by 17th February 2015.
14. ABC sent an email dated 17th February stating that proper delivery of the SRMC had failed, since the delivery was completed only at 01:00 on 1st February. Hence, the payments are being withheld and all amounts shall be made in full provided the remaining 150 tonnes are delivered properly.
15. MC GmbH replied to ABC’s email on the 18th February that they are instituting arbitration under the contract for failure of performance of contract on the part of ABC. MC GmbH instituted an arbitration on 28th February 2015.
16. The Executive filed a suit for damage to the car on 2nd March 2015 at The Court of Ångles (**CA**) in Ångleton. The amount claimed was €10,000,000 (Euro Ten Million).
17. MC GmbH filed a suit for interim relief with the Court of First Instance (**CFIM**) in Moordam and stated that the Executive has filed the suit in The Court as leverage to force MC GmbH to withdraw from the arbitration. MC GmbH requested that the proceedings in Ångleton be suspended until conclusion of the arbitration in London. The CFIM granted the interim relief.
18. In accordance with Regulation (EC) No 44/2001, The CA suspended proceedings in the tortious liability suit. The Executive filed an appeal with CJEU against MC GmbH and claimed the following.
    1. The CFIM was erroneous in its interpretation of the facts. Hence, the orders of the CFIM be set aside.
    2. The CA had erroneously interpreted the provisions of Regulation (EC) No 44/2001. The Executive and ABC are two different legal entities and allow for the continuation of the proceedings of the tortious liability suit.
19. MC GmbH also filed Counter claims against the Executive.
    1. The Executive is using the damage to car as leverage and that the CJEU declare that the Executive and ABC are the same persons and ABC be included as a party to this appeal.
    2. The Arbitration Proceedings in London be continued and the suspension by the CFIM of the suit of tortious liability be confirmed.
20. Both parties have agreed that all/ any further claims can be brought before the CJEU, but shall be restricted to those provided in their respective written submissions.