

**4TH JUSTICE GOPALJI MEHROTRA NATIONAL MOOT COURT COMPETITION,
2026**

Organised by the Saroj Lalji Mehrotra Centre of Legal Studies

In collaboration with the esteemed Chandhiok and Mahajan

With SCC Online as the Knowledge Partner and SCC Times as the Media Partner

12-13th November, 2026

Questions sought for Clarifications

1. Scope of Creation of Issues

The Moot Preposition states that the creation of issues is permitted. We request clarification regarding the scope of "creation of issues":

Addition of Main/Primary Issues: Does the permission extend to adding a completely new, independent main issue (e.g., framing a distinct 'Issue 4' alongside the three existing issues)?

Sub-Issues Only: Or is the scope strictly restricted to formulating sub-issues underneath the existing primary issues (e.g., framing 'Issue 1.1' or 'Issue 1.2' under 'Issue 1')?

Candidates can add main primary issues as well as sub issues

2. Inconsistency Regarding Suo Motu Cognizance under Section 27, DPDP Act, 2023

The Moot Preposition states that on 1 December 2025, the Data Protection Board (DPB) took *suo motu* cognizance of the dispute under Section 27 of the Digital Personal Data Protection Act, 2023, and initiated an inquiry against Nexus. However, Section 27 of the DPDP Act, 2023, as enacted, specifies particular circumstances in which the Board may inquire into a breach (such as upon receipt of an intimation, a complaint by a Data Principal, a reference by the Central or State Government, or in compliance with court directions).

In light of this, kindly clarify whether:

(a) Participants are required to proceed on the basis of the *suo motu* power attributed to the DPB in the Moot Preposition as a proposition-specific fact; or

(b) Participants are required to apply the provisions of the DPDP Act, 2023 as enacted specifies particular circumstances in which the Board may inquire into a breach, including upon receipt of an intimation accompanied by a data principal, a reference by the Central or State Government, or in compliance with the directions of a court, OR and treat

the reference to *suo motu* cognizance in the Moot Proposition as a drafting/typographical error. As the laws are specified to be *in pari materia* with that of India

No clarifications are required. See clarification 1 with respect to framing of issues.

3. Exhaustion of Alternative Remedies Prior to Writ Petition

The Moot Proposition states that after the CCT initiated its investigation and the DPB commenced its inquiry, Nexus directly filed a Writ Petition under Article 226 before the High Court of Technoterra challenging both proceedings. However, the Proposition does not specify whether Nexus had approached or exhausted any statutory appellate or other alternative remedy available under the Competition Act, 2002 or the DPDP Act, 2023 before invoking the writ jurisdiction.

Kindly clarify whether, prior to filing the Writ Petition under Article 226, Nexus had approached any tribunal, appellate authority, or other statutory forum, or whether the High Court was approached directly without availing any alternative remedy.

No clarifications are required. See clarification 1 with respect to framing of issues

4. Have any interim stays been granted by either CCI or DPB? **No clarifications are required.**
5. Keeping in mind that the laws of Technoterra are *pari materia* to India, what is the binding authority of the decisions of Indian and international rulings? **No clarifications are required.**

Are the participants expected to assume as a given that Nexus is a dominant entity? Can the Respondents challenge the status of Nexus as a dominant entity? **No clarifications are required. See clarification 1 with respect to framing of issues.**

6. Please provide the data of the competitors in the market for Over-the-top messaging apps, particularly, the market size, share of the competitors in the relevant market in terms of active-users, revenue, and other relevant information pertaining to the relevant market.
Participants are expected to argue based on the facts provided.
7. Is Mr. Aarav Sharma asking to delete all metadata, such as logs, timestamps, and device information, or only his personal identifiers? Does Mr. Sharma mean the entire chat history,

including third-party messages, or only user-provided data like profile information and contacts? **No clarifications are required. See clarification 1 with respect to framing of issues.**

8. What specific remedy is Mr. Aarav Sharma seeking after filing his complaint before the CCT regarding data portability and erasure? **No clarifications are required.**
9. What are the non-negotiable Terms of Service and Privacy Policy provisions agreed to by the ChatFlow user? Specifically, does this include a clause stating that the data would not be ported or erased? **No clarifications are required. Participants are expected to argue based on the facts provided.**
10. What is the market share of ChatFlow and MsgPro in the relevant market for Over The Top (OTT) messaging application. Are there other players in the relevant market? **No clarifications are required. Participants are expected to argue based on the facts provided and can make reasonable assumptions that the problem statement permits.**
11. What is the legal and organizational relationship between Nexus Digital Inc. and ChatFlow? Specifically, is ChatFlow operated as a product or service of Nexus Digital Inc., or is ChatFlow a subsidiary controlled by Nexus Digital Inc. substantially? **No clarifications are required. Participants are expected to argue based on the facts provided.**
12. The proposition refers to the High Court of Technoterra while the statement of Issue 1 refers to the High Court of Delhi. Kindly clarify whether the court hearing the present matter is intended to be the High Court of Technoterra. **Please read High Court of Delhi as High Court of Technoterra**
13. **Reference to “PTo”:** In the section titled *“The Digital Messaging Industry & the Dispute”*, the text contains the term “PTo” immediately before the sentence beginning, “To access ChatFlow, users must agree to standard, non-negotiable Terms of Service and a Privacy Policy.” Kindly clarify whether “PTo” has any substantive meaning or may be treated as a typographical/formatting error. **No clarification required.**

14. **Reference to the High Court of Delhi:** The proposition states that Nexus has filed a writ petition before the Hon'ble **High Court of Technoterra** and further provides that the High Court of Technoterra has the same powers as Indian High Courts under Articles 226 and 227 of the Constitution. However, in the "*Legal Issues for Consideration*" section, it is stated that the "**High Court of Delhi**" framed the substantive legal issues. Kindly clarify whether the reference to the High Court of Delhi is a typographical error and should be read as the High Court of Technoterra. **Please read High Court of Delhi as High Court of Technoterra**

15. **Inconsistent reference to the concerned High Court:** The Moot Proposition refers to the concerned court inconsistently at different places. It states that Nexus filed the Writ Petition before the "Hon'ble High Court of Technoterra," and that the "High Court of Technoterra admitted the Writ Petition and issued notice." However, immediately thereafter, under the heading "Legal Issues for Consideration," the Proposition states that "The High Court of Delhi framed the following substantive legal issues for final hearing."

Since Technoterra is a fictional country and Delhi is a real city/High Court in India, this creates ambiguity as to which court is actually seized of the matter. We request the Committee to kindly clarify whether this is to be read as the High Court of Technoterra throughout (with "Delhi" being a drafting error), or whether some other clarification is intended. **Please read High Court of Delhi as High Court of Technoterra**

16. **Treatment of the three Respondents:** The Proposition names three Respondents the Competition Commission of Technoterra (CCT), the Data Protection Board (DPB), and Mr. Aarav Sharma. We would like clarification on whether all three Respondents are to be treated as a single, common party for the purposes of argument (i.e., one unified set of submissions on their behalf), or whether they are to be treated as distinct parties with potentially separate interests and submissions, particularly given that Mr. Sharma is the original informant/complainant while CCT and DPB are the regulatory authorities whose orders are under challenge. **No clarifications are required, Participants are at liberty to appropriately draft issues and divide counsel responsibilities.**

17. Was notice rendered by Nexus to Mr. Aarav Shama? **No clarifications are required**

18. Did nexus conducted DPIA? **No clarifications are required**
19. Were the terms and policies provided in detailed form under the chatflow app? **No clarifications are required**
20. Was contact information of a person on behalf of the data judiciary provided for data principle to exercise her rights? **No clarifications are required**
21. Is the consent manager anyhow under or related to data fiduciary in the present case? **No clarifications are required**
22. What will be the case title? **No clarifications are required**
23. Do the terms and conditions allow for the diagnostic telemetry to be utilised for general research and development or only individual troubleshooting? **No clarifications are required**