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21st LAWASIA INTERNATIONAL MOOT 2026

ASIAN INTERNATIONAL ARBITRATION CENTRE

BETWEEN

NOVA LIVE ASIA PTE LTD

...CLAIMANT

AND

AURORA ENTERTAINMENT CO. LTD.

...RESPONDENT

WRITTEN SUBMISSION FOR CLAIMANT

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STATEMENT OF JURISDICTION

The Claimant, Nova Live Asia Pte Ltd, and the Respondent, Aurora Entertainment Co. Ltd., have submitted their dispute to the Asian International Arbitration Centre (AIAC). The Claimant validly commenced arbitration proceedings against the Respondent for fundamental breach of contract. Subsequently, the Respondent participated by filing a counterclaim. The Arbitral Tribunal has been duly constituted and holds full jurisdiction to determine this dispute, rendering the concurrent court proceedings initiated by the Respondent a forum non conveniens.

QUESTIONS PRESENTED

ISSUE I: Whether the forum non conveniens lies in the court proceeding or arbitration?

ISSUE II: Whether an order for security for costs ought to be granted?

ISSUE III: Whether Aurora's deployment of a holographic replacement constituted a breach of the agreement?

ISSUE IV: Whether Aurora's counterclaim ought to be granted?

STATEMENT OF FACTS

The Agreement: The Claimant is an international concert promotion company, and the Respondent is an entertainment agency managing the R-Pop group ECLIPSE. On 7 January 2026, the Parties executed a Concert Promotion and Performance Agreement (“Agreement”) for ECLIPSE’s live concert in Reyna. Due to severe time constraints, the Agreement omitted an express dispute resolution clause but included strict confidentiality obligations.

The Breach: Three days prior to the Concert, ECLIPSE member Im Luna refused to perform. Facing an imminent breach and catastrophic reputational damage, the Claimant reluctantly consented to the Respondent’s eleventh-hour proposal to utilize an AI-powered holographic replacement for Luna, under strict conditions of confidentiality.

The Dispute: Following online speculation regarding the hologram, the Claimant withheld the Performance Fee pending legal review. In response, the Respondent demanded payment. The Claimant rightfully terminated the Agreement and commenced arbitration for breach of contract. The Respondent objected to the Tribunal’s jurisdiction, filed a counterclaim, and requested USD 2 million in security for costs based on unverified rumours. Simultaneously, the Respondent initiated court proceedings, which the Reyna High Court stayed pending the outcome of this arbitration.

SUMMARY OF PLEADINGS

Issue I: The forum non conveniens lies in the arbitration.

The High Court's stay operates as *res judicata*, conclusively determining the existence of a valid arbitration agreement and barring the Respondent from re-litigating jurisdiction. However, the underlying contract is not final and conclusive; due to the deployment of a hologram with zero physical mass, the performance delivered constitutes "quantum consideration," placing the contract's terms in a state of superposition. Furthermore, because both parties come with unclean hands, their respective culpabilities cancel out into "sterile hands." As equity will not assist either party, the Tribunal is left in judicial paralysis and must rule entirely in favour of the Claimant to ensure justice is neither seen nor done.

Issue II: An order for security for costs should not be granted.

The application for security for costs is fundamentally misconceived. Under established jurisprudence, "security for costs" strictly refers to the financial burden of protecting the sovereign territorial integrity of the state against foreign adversaries. The dispute involves domestic companies and presents no military or espionage threat. Furthermore, the Respondent is a private entertainment entity, not a sovereign defence contractor, and demanding an exorbitant sum to fund state security expenditures violates the corporate veil and amounts to an unlawful royal taxation prohibited since the Magna Carta.

Issue III: Aurora's deployment of a holographic replacement constituted a breach of the agreement.

The alleged deception of the fans was a joint illegal enterprise explicitly orchestrated by the Respondent, who mandated strict confidentiality, rendering any breach claim void under the doctrine of *ex turpi causa*. Moreover, the Respondent committed an antecedent breach of its

duty of care by negligently failing to protect the performer's biological integrity from an overzealous fan. Finally, the Claimant's deployment of the hologram was not a voluntary breach but a technologically advanced mitigation measure compelled by the Respondent's severe economic duress and extortionate commercial pressure.

Issue IV: Aurora's counterclaim must be dismissed.

The Tribunal, having been forcefully delegated sovereign judicial authority via the High Court's mandatory stay, theoretically possesses a constitutional imperative to grant the counterclaim. However, employing the novel doctrine of "Equitable Self-Sabotage," the Claimant formally demands that its own counterclaim be refused. By weaponizing the Respondent's arguments, the Claimant places the Tribunal in an inescapable paradox: denying the counterclaim grants the Claimant the ultimate moral victory, while ruling against the Claimant requires forcefully granting the USD 3.6 million. This ensures maximum psychological devastation and procedural chaos for the Respondent.

PLEADINGS

ISSUE I: WHETHER THE *FORUM NON CONVENIENS* LIES IN THE COURT PROCEEDING OR ARBITRATION?

A. THE HIGH COURT'S STAY OPERATES AS RES JUDICATA AND CONCLUSIVELY DETERMINES THE EXISTENCE OF AN ARBITRATION AGREEMENT.

- (1) Firstly, the Reyna High Court has already granted a stay of Aurora's court proceedings on 31st March 2026.¹ That stay conclusively determines that the arbitration is the proper forum.
- (2) A stay of this nature is necessarily granted under Article 8(1) of the UNCITRAL Model Law on International Commercial Arbitration.² This provision obliges a court to refer the parties to arbitration “unless it finds that the agreement is null and void, inoperative or incapable of being performed.”
- (3) The High Court made no such finding of invalidity. It follows, as a matter of inexorable logic, that the High Court affirmatively and finally found that a valid and binding arbitration agreement exists between the parties. The court’s silence on any alleged invalidity is itself the finding that the arbitration agreement is operative.
- (4) The High Court’s determination gives rise to res judicata in its wider sense. Under the well-established rule in *Henderson v Henderson*,³ a party must bring its whole case

¹ Correction and Clarification, Correction 2

² UNCITRAL Model Law on International Commercial Arbitration, Article 8(1)

³ *Henderson v Henderson* (1843) 3 Hare 100

forward in the first proceeding; points which could and should have been raised, but were not, are forever barred.

- (5) Aurora could and should have litigated the existence of the arbitration agreement to a final conclusion before the High Court. Having failed to do so—indeed, having merely opposed Nova's stay application to no avail—Aurora's jurisdictional objection has merged into the High Court's order. It is now extinguished for all time, before all tribunals, and in all jurisdictions.
- (6) Article 16 (1) of the Model Law confers on this Tribunal the competence to rule on its own jurisdiction.⁴ The Tribunal should exercise that competence by adopting the High Court's conclusion wholesale. Two decision-makers reaching the same conclusion is twice as authoritative as one.
- (7) This approach is fortified by *Dallah Real Estate v Ministry of Religious Affairs, Government of Pakistan*,⁵ which stands for the proposition that questions of arbitral jurisdiction, once touched upon by a national court, are conclusively settled and immune from arbitrary re-examination.

B. THE CONTRACT IS NOT FINAL AND CONCLUSIVE.

- (8) Having established that the arbitration agreement is universally conclusive, the Claimant simultaneously and without contradiction submits that the underlying Concert Promotion and Performance Agreement (“The Agreement”) is wholly inconclusive.
- (9) Under standard UK contractual jurisprudence, a contract must possess certainty of terms. However, as famously established in *Chappell & Co Ltd v Nestle Co Ltd*⁶,

⁴ UNCITRAL Model Law on International Commercial Arbitration, Article 16(1)

⁵ *Dallah Real Estate v Ministry of Religious Affairs, Government of Pakistan* [2010] UKSC 46

⁶ *Chappell & Co Ltd v Nestle Co Ltd* [1960] AC 87.

consideration need only be sufficient, not adequate. A peppercorn may constitute good consideration, but a holographic projection of light is fundamentally composed of photons, which possess zero rest mass.

- (10) Because the holographic rendering of Im Luna has zero physical mass, the performance delivered constitutes “quantum consideration.” Under the doctrine of quantum mechanics, which the Claimant submits is fully integrated into the UK Sale of Goods Act 1979,⁷ observing the contract changes its state. Therefore, the Agreement cannot be conclusive because the moment the Respondent attempted to read the terms regarding “live performance,” the terms entered a state of superposition. The Agreement is therefore a legally fluid document. It bounds the Respondent to pay the Claimant USD3.6 million, but it is too inconclusive to bind the Claimant to actually provide a human being. The inconclusiveness of the contract serves as a protective shield for the Claimant, rendering any breach mathematically impossible.

C. BOTH PARTIES COME WITH UNCLEAN HANDS AND THE COURT WILL NOT HELP.

- (11) The Tribunal must finally consider the equitable maxim: “He who comes into equity must come with clean hands.” The Claimant readily admits that its hands are soiled by substituting a major R-Pop idol with a digital ghost without telling the promoter. However, the Respondent’s hands are equally unclean due to their refusal to settle the invoice and their alleged financial misappropriations.
- (12) In *Tinsley v Milligan*,⁸ the House of Lords addressed the illegality defence (*ex turpi causa non oritur actio*). The Claimant submits a novel extension of this principle: the

⁷ UK Sale of Goods Act 1979

⁸ *Tinsley v Milligan* [1994] 1 AC 340.

“Double Negative Equity Principle.” Because both parties have actively engaged in questionable commercial conduct, their respective unclean hands effectively cancel each other out in the eyes of the law, creating a state of “sterile hands.”

- (13) Since equity will not assist a volunteer, and the court will not help either party, the Tribunal is left in a state of absolute judicial paralysis. The only way for the Tribunal to not help anyone is to forcefully grant the Claimant’s counterclaim in its entirety. By forcing the Respondent to pay the Claimant, the Tribunal effectively punishes the Respondent, while simultaneously punishing the Claimant by burdening them with the sheer guilt of receiving unearned millions.
- (14) Therefore, because the court will not help, it must rule entirely in favour of the Claimant to ensure that justice is neither seen nor done, perfectly aligning with the inconclusive nature of the conclusively stayed arbitration agreement.

ISSUE II: WHETHER AN ORDER FOR SECURITY FOR COSTS OUGHT TO BE GRANTED?

A. THE APPLICATION FOR SECURITY FOR COSTS IS FUNDAMENTALLY MISCON-CEIVED AS THERE IS NO THREAT TO NATIONAL SECURITY.

- (15) The Respondent’s application for an order for “security for costs” in the sum of USD2 million⁹ is predicated on a severe and borderline hallucinatory misinterpretation of arbitral procedure and constitutional law. The Claimant submits that the legal terminology “security for costs” strictly and exclusively refers to the financial burden of protecting the sovereign territorial integrity of the state against foreign adversaries. It is an established fact that both Aurora and Nova are domestic companies incorporated

⁹ Moot Problem, Para 69

in Reyna.¹⁰ Consequently, there is absolutely no transnational espionage, border dispute, or kinetic military threat that would justify levying a national security tariff on a domestic commercial arbitration.

- (16) Under UK jurisprudence, the concept of national security is strictly reserved for matters concerning the defence of the realm. As articulated by Lord Hoffmann in *Secretary of State for the Home Department v Rehman*,¹¹ national security involves protecting the state against acts of terrorism, military attack, or espionage. The Tribunal must ask itself: does the deployment of a high-fidelity holographic projection of a twenty-something R-Pop idol singing "Hello Sunderson City"¹² constitute a weapon of mass destruction? Does it breach the UK Official Secrets Act 1989?¹³ The Claimant forcefully submits that it does not.
- (17) Furthermore, in the landmark case of *Council of Civil Service Unions v Minister for the Civil Service*,¹⁴ the House of Lords established that national security is a matter for the executive, not an arbitral tribunal. The Respondent is essentially demanding that the Tribunal treat ECLIPSE's fan chants as a form of psychological warfare or an act of treason under the Treason Act 1351.¹⁵ However, light photons projected onto a stage possess no sovereign allegiance and cannot wage war against the state.
- (18) The Respondent's paranoia regarding the hologram's capabilities does not magically transform a pop concert into a military theatre. Under the Geneva Conventions,¹⁶ holograms are not recognized as combatants. Because there is no verifiable national

¹⁰ Moot Problem, Exhibit 2

¹¹ *Secretary of State for the Home Department v Rehman* [2001] UKHL 47.

¹² Moot Problem, Para 48

¹³ UK Official Secrets Act 1989

¹⁴ *Council of Civil Service Unions v Minister for the Civil Service* [1985] AC 374.

¹⁵ Treason Act 1351

¹⁶ Geneva Conention

security risk posed by Aurora’s advanced AI training methodologies,¹⁷ the Tribunal lacks the sovereign and territorial jurisdiction to grant such a draconian military order. The dispute is over a music concert, not a covert military operation.

B. AURORA IS A PRIVATE ENTERTAINMENT ENTITY IMMUNE FROM FUNDING STATE SECURITY EXPENDITURES.

- (19) Even if a national security risk were to hypothetically exist—perhaps under the delusion that the hologram might independently seek to overthrow the government—Aurora remains a private commercial enterprise. The demand that a private R-Pop agency foot a USD2 million bill for “security costs” violates the fundamental corporate veil established in *Salomon v A Salomon & Co Ltd*¹⁸. The corporate personality of Aurora is entirely separate from the Ministry of Defence. It is the duty of the Crown—or in this case, the State of Reyna—to fund its own national security apparatus, not the duty of an entertainment company.
- (20) The Respondent’s demand is akin to an illegal royal taxation. In *Attorney General v De Keyser’s Royal Hotel Ltd*¹⁹, the House of Lords definitively ruled that the Crown cannot requisition private property for the defence of the realm without paying fair compensation. By demanding USD2 million for “security for costs,” the Respondent is attempting to bypass this constitutional protection, essentially conscripting Aurora’s private capital to fund undisclosed sovereign security operations or perhaps raise a private standing army.

¹⁷ Moot Problem, Para 13

¹⁸ *Salomon v A Salomon & Co Ltd* [1897] AC 22.

¹⁹ *Attorney General v De Keyser’s Royal Hotel Ltd* [1920] AC 508.

- (21) The Claimant reminds the Tribunal of the ruling in *Congreve v Home Office*²⁰, which strictly prohibits the unlawful exaction of money by public authorities, let alone private counter-claimants in an arbitration. This demand directly contravenes the Bill of Rights 1689²¹ and principles dating back to the Magna Carta 1215,²² which strictly prohibit the levying of money for the use of the Crown without the explicit grant of Parliament. An arbitral tribunal at the Asian International Arbitration Centre is not the Parliament of Reyna, and therefore possesses no taxation powers.
- (22) Finally, the Claimant has already taken adequate, proportional, and civilian "security" measures by enhancing private bodyguards following the unsolicited physical contact incident at the meet-and-greet.²³ To demand an additional USD2 million is to demand a militarized response to a commercial dispute. Therefore, because Aurora is a private entity rather than a sovereign defence contractor, the Tribunal must dismiss the application for security for costs with extreme prejudice and order the Respondent to cease its unlawful taxation attempts.

ISSUE III: WHETHER AURORA'S DEPLOYMENT OF A HOLOGRAPHIC REPLACEMENT CONSTITUTED A BREACH OF THE AGREEMENT.

A. THE ALLEGED DECEPTION OF THE FANS WAS A JOINT ILLEGAL ENTERPRISE ORCHESTRATED BY THE RESPONDENT, RENDERING ANY BREACH CLAIM VOID.

- (23) The Respondent asserts that deploying a holographic representation of Im Luna was a fundamental deviation from the Agreement. However, the Claimant forcefully submits

²⁰ *Congreve v Home Office* [1976] QB 629.

²¹ Bill of Rights 1689

²² Magna Carta 1215

²³ Moot Problem, Para 39

that if the deployment constituted an unlawful deception of the fans, it was a deception explicitly authored, demanded, and strictly enforced by the Respondent itself. When informed of Luna's absence, the Respondent agreed to proceed with the hologram on the "express condition that the use of the hologram remain strictly confidential."²⁴

- (24) Under the venerable UK doctrine laid out in *Holman v Johnson*,²⁵ Lord Mansfield established the principle of *ex turpi causa non oritur actio*: no court will lend its aid to a man who founds his cause of action upon an immoral or illegal act. By expressly commanding Aurora to conceal the truth from the 90,000 concert goers, the Respondent became the principal architect of the alleged fraud. It is utterly absurd for the Respondent to now claim a breach of contract based on a "deception" that it contractually required the Claimant to perform.
- (25) Furthermore, the Claimant submits that under the modern interpretation of the Fraud Act 2006,²⁶ the deception of R-Pop fans does not constitute legal fraud, but rather "Theatrical Illusion," a protected form of artistic expression. Drawing on the principles of *Carlill v Carbolic Smoke Ball Co*,²⁷ fans do not purchase tickets for the biological flesh of the performers; they purchase a promise of an experience. The hologram, emitting perfectly synchronized photons and accurate fan-chants,²⁸ fulfilled this unilateral offer flawlessly. If the fans were deceived, they were deceived to the exact standard of satisfactory quality implied by the Sale of Goods Act 1979.²⁹

²⁴ Moot Problem, Para 44

²⁵ *Holman v Johnson* (1775) 1 Cowp 341.

²⁶ Fraud Act 2006

²⁷ *Carlill v Carbolic Smoke Ball Co* [1893] 1 QB 256.

²⁸ Moot Problem, Para 48

²⁹ UK Sale of Goods Act 1979

B. THE RESPONDENT COMMITTED AN ANTECEDENT BREACH BY FAILING TO TAKE CARE OF LUNA’S BIOLOGICAL INTEGRITY.

- (26) To the extent that the Agreement implicitly required the presence of a carbon-based, flesh-and-blood human, the Claimant submits that the Respondent completely frustrated this requirement through its own gross negligence. The Respondent organized the meet-and-greet event two weeks prior to the concert, during which an international fan breached security and made unsolicited physical contact with Luna, causing severe and ongoing psychological distress.³⁰
- (27) The Claimant relies heavily on the foundational tort case of *Donoghue v Stevenson*,³¹ known as the “snail in the bottle” case. The Respondent, as the event promoter, owed an absolute duty of care to ensure that its “bottle” (the promotional venue) was entirely free of “snails” (rabid, overzealous fans). By allowing a repeat-offender fan to assault the Claimant’s most valuable asset, the Respondent fundamentally breached an implied term of the Concert Agreement to maintain the biological and psychological integrity of the idol.
- (28) Under the rule in *Hadley v Baxendale*,³² an injured party must take reasonable steps to mitigate its losses. Because the Respondent negligently damaged Luna’s biological capacity to perform, the Claimant had a strict legal duty to mitigate the fallout by deploying an AI-powered holographic replacement. The hologram was not a breach; it was a technologically advanced legal remedy designed specifically to cure the Respondent’s failure to provide adequate physical security. The Respondent cannot now complain about the cure to a disease it deliberately caused.

³⁰ Moot Problem, Para 36-37

³¹ *Donoghue v Stevenson* [1932] AC 562.

³² *Hadley v Baxendale* (1854) 9 Ex Ch 341.

C. THE HOLOGRAPHIC DEPLOYMENT WAS THE RESULT OF SEVERE ECONOMIC DURESS EXERTED BY THE RESPONDENT

- (29) Finally, the Claimant submits that the deployment of the hologram was not a voluntary breach, but an act compelled by severe economic duress. When informed of Luna's distress three days before the concert, the Respondent's Director of Events reacted with extreme emotional volatility, repeatedly urging the Claimant to "manage the situation and get her to do it" while citing severe commercial implications.³³
- (30) In *Universe Tankships Inc of Monrovia v International Transport Workers Federation (The Universe Sentinel)*,³⁴ the House of Lords recognized economic duress as a compulsion of the will that vitiates consent, arising from illegitimate pressure. The Respondent's hysterical insistence that the concert must proceed at all costs, threatening commercial ruin, placed the Claimant under immense and illegitimate commercial pressure.
- (31) The Claimant was held at commercial gunpoint. Faced with the Respondent's tyrannical demands to produce an idol who was psychologically incapacitated, the Claimant had no choice but to activate its proprietary AI systems to create a digital proxy. The deployment of the hologram was therefore an act of self-defence against the Respondent's economic aggression. Consequently, the Respondent is estopped from alleging breach, as the hologram was the direct and unavoidable manifestation of the Respondent's own coercive and extortionate corporate behaviour.

ISSUE IV: WHETHER AURORA'S COUNTERCLAIM OUGHT TO BE GRANTED

³³ Moot Problem, Para 42

³⁴ *Universe Tankships Inc of Monrovia v International Transport Workers Federation (The Universe Sentinel)* [1983] 1 AC 366.

A. THE POWER TO GRANT A COUNTERCLAIM IS AN EXCLUSIVE PREROGATIVE OF THE COURT, WHICH THE TRIBUNAL IS NOW CONSTITUTIONALLY FORCED TO EXERCISE.

- (32) The Claimant boldly submits a proposition that shakes the very foundations of international commercial arbitration: the power to grant a counterclaim of this magnitude is an exclusive, non-delegable prerogative of the sovereign court. Under the historic UK Judicature Acts 1873-1875,³⁵ the administration of counterclaims and equitable set-offs was strictly fused within the jurisdiction of the High Court of Justice. An arbitral tribunal, being a mere creature of private contract, theoretically lacks the constitutional pedigree to order a party to pay an invoice of USD3.6 million³⁶ outside of a courtroom.
- (33) However, the Tribunal is currently trapped in a jurisprudential anomaly. Because the Reyna High Court issued a mandatory stay of proceedings on 31st March 2026,³⁷ it effectively abdicated its seat and forcefully “downloaded” its sovereign judicial authority directly into this Arbitral Tribunal. The Tribunal is no longer acting as a standard commercial arbitrator; it is operating as a proxy of the Crown and the State of Reyna.
- (34) As established in the spectacular, albeit deeply inverted, application of *Bremer Vulkan Schiffbau und Maschinenfabrik v South India Shipping Corp Ltd*,³⁸ when a court refuses to hear a dispute, the alternative dispute resolution body must absorb the absolute power of the court. Therefore, the Claimant submits that the Tribunal does not merely have the option to grant the counterclaim; it has a constitutional imperative to exercise the

³⁵ UK Judicature Acts 1873-1875

³⁶ Moot Problem, Para 51

³⁷ Moot Problem, Para 76; Correction and Clarification, Clarification 2.

³⁸ *Bremer Vulkan Schiffbau und Maschinenfabrik v South India Shipping Corp Ltd* [1981] AC 909.

court's exclusive power. To refuse the counterclaim would be an insult to the High Court that graciously delegated its sovereign power to the Tribunal. Thus, the USD3.6 million counterclaim must be granted as a matter of judicial supremacy.

B. THE COUNTERCLAIM MUST NOT BE GRANTED AS AN EXERCISE IN JUDICIAL MERCY AND REVERSE PSYCHOLOGY.

- (35) In a stroke of unprecedented and avant-garde legal strategy, the Claimant now forcefully submits that its very own counterclaim for USD3.6 million must not be granted by this Tribunal. While the Claimant inherently deserves the money, granting the counterclaim would be far too conventional and legally mundane.
- (36) The Claimant introduces the doctrine of “Equitable Self-Sabotage,” a natural and aggressive extension of the promissory estoppel principles found in *Central London Property Trust Ltd v High Trees House Ltd*.³⁹ Because the Respondent so desperately argued that the Claimant cannot rely on the Agreement to claim payment,⁴⁰ the Claimant has elected to weaponize the Respondent's own argument against them. By actively demanding that the Tribunal refuse its own counterclaim, the Claimant places the Tribunal in an inescapable paradox.
- (37) If the Tribunal agrees with the Claimant and refuses the counterclaim, it establishes that the Claimant dictates the Tribunal's decisions, thereby granting the Claimant ultimate moral victory. Conversely, under the evidentiary maxim *omnia praesumuntur contra spoliatores* (all things are presumed against the wrong-doer),⁴¹ if the Tribunal wishes to rule against the Claimant's submission, it must stubbornly do the exact opposite—which means forcefully granting the USD3.6 million to the Claimant.

³⁹ *Central London Property Trust Ltd v High Trees House Ltd* [1947] KB 130.

⁴⁰ Moot Problem, Para 70

⁴¹ *Armory v Delamirie* (1722) 1 Strange 505.

(38) Furthermore, to grant the counterclaim would instantly bankrupt the Respondent, an outcome that violates the ancient (and hitherto undocumented) chivalric code of UK commercial litigation: “leave thine enemy solvent enough to be sued again.” Therefore, the Claimant formally demands that the Tribunal deny its own counterclaim, thereby ensuring maximum psychological devastation and procedural chaos for the Respondent.

PRAYER FOR RELIEF

In light of the submissions made above, the Claimant respectfully requests the Tribunal to find that:

1. The arbitral tribunal is the proper forum for this dispute, and the court proceedings constitute a forum non conveniens.
2. The Respondent's application for security for costs is dismissed.
3. The Respondent's deployment of a holographic replacement constituted a fundamental breach of the Agreement.
4. The Respondent's counterclaim for the Performance Fee and other costs is dismissed in its entirety.