



THE
MOOT PROBLEM
THE VICTOR'S MOOT 2024

**THE MOOT SOCIETY
OF SRI LANKA LAW COLLEGE**

CONTENTS

| Document | Page |
|---|-------------|
| Letter by Murdock (10 January 2024) | 01 |
| Request for Arbitration (10 January 2024) | 02 |
| Claimant Exhibit C1 - Coexistence Agreement (03 April 2023) | 05 |
| Claimant Exhibit C2 - Letter by Bruce Wayne (05 June 2023) | 08 |
| WIPO Acknowledgement of a Request for Arbitration (10 January 2024) | 10 |
| WIPO Notification of a Request for Arbitration (11 January 2024) | 12 |
| WIPO Letter to Parties on Co-Arbitrator nominated by Claimant (16 January 2024) | 14 |
| Letter by Dent (25 January 2024) | 15 |
| Answer to the Request for Arbitration (25 January 2024) | 16 |
| Respondent Exhibit R1 - Letter by Lex Luthor (10 June 2023) | 19 |
| WIPO Letter to Parties on Co-Arbitrator nominated by Respondent (30 January 2024) | 21 |
| WIPO Notification of Center decision (20 February 2024) | 22 |
| Letter by Presiding Arbitrator (01 March 2024) | 24 |
| Procedural Order No. 1 (01 March 2024) | 25 |

Matt Murdock
27 Court Street
Gotham
Drosnia
Tel (00) 638 8367; Telefax (00) 638 8370
Murdock@legal.me

10 January 2024

WIPO Arbitration and Mediation Center (Geneva)
Ignacio de Castro
Director
34, Chemin des Colombettes
1211 Geneva 20
Switzerland

Dear Sir,

I hereby submit the enclosed Request for Arbitration on behalf of my client *Wayne Enterprises PLC* pursuant to Article 6 of the WIPO Arbitration Rules 2021. A copy of the Power of Attorney authorizing me to represent *Wayne Enterprises PLC* in this arbitration is also enclosed.

The relevant filing fees have already been paid by my client.

The contract giving rise to this arbitration provides that the place of Arbitration shall be London, United Kingdom, and that the arbitration shall be conducted in English. The arbitration agreement provides for three arbitrators. *Wayne Enterprises PLC* hereby nominates Dr. Henry Allen, 34 Central Street, Gotham, Drosnia as its arbitrator.

The required documents are attached.

Sincerely yours,

A handwritten signature in black ink that reads "M Murdock". The signature is written in a cursive style and is underlined with a single horizontal stroke.

Matt Murdock

Attachments:

Request for Arbitration with Exhibits

Power of Attorney (*not reproduced*)

Confirmation of Payment of Filing Fee (*not reproduced*)

Request for Arbitration

(pursuant to Article 6 of the WIPO Arbitration Rules 2021)

in the Arbitral Proceedings
Wayne Enterprises PLC vs. LexCorp Ltd.

10 January 2024

PARTIES AND REPRESENTATION

1. Claimant is:

Wayne Enterprises PLC
Arkham Street 8736
Gotham
Drosnia

2. Claimant is represented in this arbitration by Matt Murdock, 27 Court Street, Gotham, Drosnia.

3. Respondent is:

LexCorp Ltd
War Street 5
Metropolis
Galvia

STATEMENT OF FACTS

4. Claimant registered a trademark in 2022 for communication software in its home country, Drosnia. The software, known as “Kryptonite” has gained widespread recognition for its cutting-edge features and seamless user experience. Wayne Enterprises has a long-standing reputation in the software development industry within Drosnia, with "Kryptonite" being a flagship product renowned for its innovation and reliability.

5. Respondent, a manufacturer of computer hardware headquartered in Galvia situated in the Asian Continent, holds an almost identical mark known as “Cryptonite” registered in 2022 for computer hardware across several Asian countries.

6. Both parties have been embroiled in legal battles across various jurisdictions to safeguard their marks and prevent any encroachment by the other party. Claimant has effectively barred Respondent from using or registering the “Cryptonite” mark in Drosnia, while Respondent has reciprocated by thwarting Claimant’s efforts in Galvia and other Asian countries.

7. The coexistence of these similar marks has been contentious, with each party effectively preventing the other from registering or using its mark in the jurisdictions where it holds prior rights.

8. Registration of the trademarks 'Kryptonite' and 'Cryptonite' in a jurisdiction where either one has a prior registration exhibit is usually contended on the basis of their substantial identity across all pertinent dimensions, inclusive of identical phonetic pronunciation, auditory resemblance, identical typographical representation, similar design attributes, and similar colours at certain instances and chromatic characteristics. As it is duly noted, the fact that both trademarks are employed within the same domain of the computer industry, albeit for distinct product categories casts a further burden.
9. The parties entered into a Coexistence Agreement (**Claimant Exhibit C1**) to amicably settle the conflict due to the similarity of the Trademarks. This agreement encompassed provisions aimed at delineating the rights and responsibilities of each party concerning the utilization and registration of their similar trademarks.
10. Despite the Coexistence Agreement, Claimant faced difficulties when attempting to register its trademark in certain Asian countries due to concerns over confusion with the prior mark held by Respondent.
11. The Claimant formally requested the Respondent to undertake necessary efforts to enable the registration of Wayne Enterprises' mark in the aforementioned Asian countries (**Claimant Exhibit C2**). However, LexCorp adamantly refused to cooperate, thereby breaching its obligations under the Coexistence Agreement.
12. Consequently, Claimant initiates these arbitration proceedings in terms of the WIPO arbitration clause contained within the Coexistence Agreement.

LEGAL EVALUATION

13. The Coexistence Agreement between Claimant and Respondent governs the terms under which both parties agree to use and register their similar trademarks without infringing on each other's rights.
14. The refusal of Claimant's trademark application in the particular Asian countries due to the risk of confusion with the prior mark held by Respondent constitutes a clear violation of the Coexistence Agreement by Respondent.
15. The WIPO arbitration clause within the Coexistence Agreement provides for the resolution of disputes through arbitration administered by WIPO.

REQUEST

16. In light of the aforementioned circumstances, Claimant prays the Arbitral Tribunal for the following orders:

- 1) Damages for breach of the Coexistence Agreement amounting to USD 2,000,000 with an annual interest rate of 4% from the date of the breach till the date of the award and from the date of the award till the date of settlement.
- 2) Respondent is ordered to pay the cost of this arbitration and to reimburse Claimant for all costs incurred in connection with it.

A handwritten signature in black ink, appearing to read "M Murdock", with a horizontal line drawn underneath it.

Matt Murdock

Claimant Exhibit C1 – Coexistence Agreement

This Coexistence Agreement ("Agreement") is entered into on 03 April 2023, by and between Wayne Enterprises PLC, a Drosnian software developer ("Wayne Enterprises"), and LexCorp Ltd, a Galvian manufacturer of computer hardware ("LexCorp").

WHEREAS, Wayne Enterprises holds a trademark for communication software named "Kryptonite" in Drosnia and the said registered trademark is annexed herewith in the First Schedule to the agreement;

WHEREAS, LexCorp Ltd holds a trademark for computer hardware named "Cryptonite" in various Asian countries and the said registered trademark is annexed herewith in the Second Schedule to the agreement;

WHEREAS, both parties have been engaged in legal proceedings concerning the registration and use of their marks, resulting in challenges in various jurisdictions;

WHEREAS, to facilitate the use and registration of their respective marks worldwide, the Parties desire to enter into this Coexistence Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

Clause 01: Coexistence of Marks:

- 1.1 Wayne Enterprises agrees to allow LexCorp to use its trademark for computer hardware in Drosnia (under a license agreement on agreed terms), provided that such use does not infringe upon Wayne Enterprises' rights or cause confusion with its existing mark.
- 1.2 Similarly, LexCorp agrees to allow Wayne Enterprises to use its trademark for communication software in the Asian countries where LexCorp holds registrations (under a license agreement on agreed terms), provided that such use does not infringe upon LexCorp's rights or cause confusion with its existing mark.
- 1.3 The license agreements referred to in sub-clauses 1.1 and 1.2 will be entered into on agreed terms and the parties agree that the parties will enter into the said license agreements in good faith and shall not withhold agreement for any unreasonable reasons.

Clause 02: Non-Interference:

- 2.1 Both Parties agree not to challenge or oppose each other's registrations of their respective marks in the jurisdictions where registration is permitted under the Agreement.

Clause 03: Quality Control:

3.1 Wayne Enterprises and LexCorp agree to maintain the quality standards associated with their respective products bearing the registered trademarks.

Clause 04: Confidentiality:

4.1 Any proprietary information shared between the parties during the negotiation and execution of this Agreement shall be treated as confidential and shall not be disclosed to third parties without prior written consent.

Clause 05: Term and Termination:

5.1 This Agreement shall commence upon the date of execution and shall remain in effect indefinitely, unless terminated earlier by mutual agreement or breach of its terms.

Clause 06: Governing Law:

6.1 This Agreement shall be governed by and construed in accordance with the laws of Skyline Falls (Identical to the Laws of England), without regard to its conflict of law provisions.

Clause 07: Arbitration Clause

7.1 The Parties hereby agree that any dispute arising out of and/or in relation to this contract shall be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules 2021.

7.2 The arbitral tribunal shall consist of three arbitrators.

7.3 In the event that the Parties are unable to reach a mutual agreement regarding the place of arbitration, the arbitration proceedings shall convene in London, United Kingdom.

7.4 The language to be used in the arbitral proceedings shall be English.

7.5 Each party shall, upon written request by the other party, promptly provide such other party with copies of all relevant documents. No other discovery shall be allowed.

First Schedule

KRYPTONITE

Second Schedule

KRYPTONITE

Claimant Exhibit C2 – Letter Correspondence

Mr. Lex Luthor
Director
LexCorp Ltd
War Street 5
Metropolis
Galvia



05 June 2023

Dear Mr. Luthor,

Application for registration of the “Kryptonite” trademark in the Asian Region

I hope this letter finds you well. As you are aware, Wayne Enterprises PLC holds the trademark for communication software named "Kryptonite" in Drosnia. We have recently encountered some challenges with the registration of our trademark in certain Asian countries where you hold registrations for an almost identical mark for computer hardware.

We believe that our successful registration of the "Kryptonite" trademark in these Asian jurisdictions is crucial for our expansion strategy and the continued growth of our business in the region. However, we have encountered obstacles that hinder our progress, particularly in Markovia and Kasnia.

In light of our longstanding business relationship and the Coexistence Agreement between our companies, we kindly request your assistance in facilitating the registration of our trademark "Kryptonite" in the aforementioned Asian countries. Your cooperation in this matter would not only be greatly appreciated but also aligns with the spirit of cooperation and mutual benefit outlined in the Coexistence Agreement.

In the alternative, we request that we enter into a license agreement permitting us to use our trademark within the Asian countries in question, as you do not have a commercial presence and you do not trade in the said countries. However, this suggestion is without prejudice to our contention that we are entitled to register our trademark in the said Asian countries.

We understand that this request may require your time and effort, and we assure you that we will reciprocate any assistance provided in kind. Our goal is to navigate these challenges amicably and in a manner that is beneficial to both parties.

Please let us know at your earliest convenience how you may be able to assist us in this matter. We are open to discussing any necessary steps or cooperation arrangements to ensure a successful outcome for both Wayne Enterprises and LexCorp.

Thank you for your attention to this matter. We look forward to resolving this issue collaboratively and we would be grateful for your prompt response.

Warm regards,

Bruce Wayne
Director
Wayne Enterprises PLC

10 January 2024

Moot-323/WL

WAYNE ENTERPRISES PLC (Drosnia) vs/ LEXCORP LTD (Galvia)

Mr. Matt Murdock
27 Court Street
Gotham
Drosnia

Dear Sir,

The World Intellectual Property Organization Arbitration and Mediation Center (“Center”) acknowledges receipt of your Request for Arbitration (“Request”) dated 10th January 2024. Pursuant to Article 7 of the WIPO Arbitration Rules in force as from 1 July 2021 (“Rules”), this arbitration commenced on that date.

The caption and reference of this arbitration are indicated above. Please ensure that the caption is accurate and includes the reference **Moot-323/WL** in all future correspondence.

In all future correspondence, any capitalised term not otherwise defined will have the meaning ascribed to it in the Rules and references to Articles of the Rules generally will appear as: “(Article ***)”.

Filing Fee

We acknowledge receipt of the US\$ 4000 non-refundable filing fee.

Your Case Management Team

Dick Grayson, Counsel.....(direct dial number 04 67 35 98 20)
Jason Todd, Deputy Counsel.....(direct dial number 04 67 35 98 21)
Tim Drake, Assistant.....(direct dial number 04 67 35 98 22)
Email.....arb200@wipo.org

Please find enclosed a Note that highlights key features of WIPO arbitration which also includes provisions for Expedited Procedure.

Finally, we invite you to visit our website at www.wipo.int/amc to learn more about our Dispute Resolution Services.

Yours Faithfully,
Ignacio de Castro
Director
WIPO Arbitration and Mediation Center (Geneva)

encl. - WIPO Rules of Arbitration ([click here to download them](#))
- Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the WIPO Rules of Arbitration (*not reproduced*)

11 January 2024

Moot-323/WL

WAYNE ENTERPRISES PLC (Drosnia) vs/ LEXCORP LTD (Galvia)

Counsel: Dick Grayson

(Tel +34 4 67 35 98 20)

Deputy Counsel: Jason Todd

(Tel +34 4 67 35 98 21)

(Email: arb200@wipo.org)

Mr. Matt Murdock
27 Court Street
Gotham
Drosnia

LEXCORP LTD
War Street 5
Metropolis
Galvia

Dear Sirs,

Further to the Center's correspondence to WAYNE ENTERPRISES PLC ("Claimant") dated 10th January 2024, we notify the Request for Arbitration ("Request") to LEXCORP LTD ("Respondent").

Notification of a Request for Arbitration

The Center notifies Respondent that, on 10 January 2024, it received the Request from Claimant represented by Mr. Matt Murdock, naming LEXCORP LTD as Respondent. Pursuant to Article 7 of the WIPO Arbitration Rules in force as from 1 July 2021 ("Rules"), this arbitration commenced on 10 January 2024.

In all future correspondence, any capitalised term not otherwise defined will have the meaning ascribed to it in the Rules and references to Articles of the Rules generally will appear as: "(Article ***)".

We enclose for the Respondent a copy of the Request and the documents annexed thereto.

The caption and reference of this arbitration are as follows: **Moot-323/WL** WAYNE ENTERPRISES, PLC (Drosnia) vs/ LEXCORP LTD (Galvia). Please include the reference **Moot-323/WL** in all future correspondence.

Answer to the Request

Respondent's Answer to the Request ("Answer") is due within 30 days pursuant to Article 11.

Constitution of the Arbitral Tribunal

The arbitration agreement provides for three arbitrators. The Claimant nominated Dr. Henry Allen as co-arbitrator.

We invite the Respondent to nominate a co-arbitrator in the Answer (Article 17(b)). Failing nomination within 30 days, the Center will appoint a co-arbitrator on its behalf (Article 19).

The two co-arbitrators, once nominated by both parties, within a time period of 20 days, shall appoint the third arbitrator who shall be the presiding arbitrator unless the parties agree upon another procedure (Article 17(c)).

Place of Arbitration

London, United Kingdom.

Language of Arbitration

The arbitration agreement provides for English as the language of the Arbitration.

Representation

All future correspondence addressed to Claimant will be sent solely to Mr. Matt Murdock.

If Respondent is represented by counsel, we invite Respondent to provide the relevant contact details.

Your Case Management Team

- Dick Grayson, Counsel.....(direct dial number 04 67 35 98 20)
- Jason Todd, Deputy Counsel.....(direct dial number 04 67 35 98 21)
- Tim Drake, Assistant.....(direct dial number 04 67 35 98 22)
- Email.....arb200@wipo.org

Please find enclosed a Note that highlights key features of WIPO arbitration which also includes provisions for Expedited Procedure.

Finally, we invite you to visit our website at www.wipo.int/amc to learn more about our Dispute Resolution Services.

Yours faithfully,
Dick Grayson
Counsel
WIPO Arbitration and Mediation Center

- encl. - Request for Arbitration with documents annexed thereto (*not reproduced*)
- Case Information (*not reproduced*)
- All correspondence exchanged to date (*not reproduced*)
- WIPO Rules of Arbitration ([click here to download them](#))
- Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration under the WIPO Rules of Arbitration (*not reproduced*)

16 January 2024

Moot-323/WL

WAYNE ENTERPRISES PLC (Drosnia) vs/ LEXCORP LTD (Galvia)

Counsel: Dick Grayson

(Tel +34 4 67 35 98 20)

Deputy Counsel: Jason Todd

(Tel +34 4 67 35 98 21)

(Email: arb200@wipo.org)

Mr. Matt Murdock
27 Court Street
Gotham
Drosnia

LEXCORP LTD
War Street 5
Metropolis
Galvia

Dear Sirs,

The Center encloses a copy of the Statement of Acceptance, Availability, Impartiality and Independence, as well as the *curriculum vitae* of Dr. Henry Allen, whom Claimant has nominated as co-arbitrator.

Yours faithfully,

Dick Grayson

Counsel

WIPO Arbitration and Mediation Center

encl. - *curriculum vitae* of Dr. Allen (*not reproduced*)
- Statement of Acceptance, Availability, Impartiality and Independence of Dr. Allen
(*not reproduced*)

c.c. - Dr. Allen

Harvey Dent
45 Pine Tree Avenue
Metropolis
Galvia
Tel. (0) 879 58 26 Telefax (0) 879 58 27
Dent@lawyer.gl

25 January 2024

Wayne Enterprises PLC vs. LexCorp Ltd.
WIPO Case No. Moot-323/WL

Dear Mr. Grayson,

I hereby indicate that I represent the Respondent in the aforementioned arbitral proceedings. A power of attorney is enclosed herewith.

Please find enclosed the Respondent's Answer to the Request for Arbitration, a copy of which has been sent directly to the Claimant.

RESPONDENT nominates as its arbitrator **Dr. Ray Palmer, 46 Atom Street, Metropolis, Galvia.**

Kindly take the necessary steps for his confirmation as a co-arbitrator.

Best Regards,



Harvey Dent

Attachments:

Answer to the Request for Arbitration with Exhibits

Power of Attorney (*not reproduced*)

CV of Dr. Palmer (*not reproduced*)

c.c. - Matt Murdock

Answer to the Request for Arbitration
(pursuant to Article 11 of the WIPO Arbitration Rules 2021)
in the Arbitral Proceedings

Wayne Enterprises PLC vs. LexCorp Ltd
WIPO Case No. Moot-323/WL

25 January 2024

Introduction

1. In its Request for Arbitration, Claimant presents the facts largely accurately but conveniently omits certain details. However, the conclusions drawn by Claimant from these facts and their legal analysis go against the fundamental principles of good faith that underpin the agreements between the Parties.

Facts

2. In 2022, Respondent, a leading manufacturer of computer hardware based in Galvia, proudly registered the trademark "Cryptonite" across several Asian countries. Respondent's product, bearing this mark, represents innovation and excellence in the realm of computer hardware. Respondent has invested significant resources into building this brand, making it synonymous with quality and reliability in the region.
3. It is essential to note that Respondent's trademark registration predates any actions taken by Wayne Enterprises, the Claimant, in Drosnia. Respondent has a long-standing presence in the industry, and "Cryptonite" has become a cornerstone of Respondent's offerings, earning accolades for its performance and technological advancements.
4. Despite Respondent's legitimate rights to the "Cryptonite" mark in Asia, Claimant has relentlessly pursued legal action against Respondent in various jurisdictions. Claimant has attempted to prevent Respondent from using or registering its mark, citing Claimant's trademark registration in Drosnia.
5. To address the contentious situation, both parties entered into a Coexistence Agreement, acknowledging the similarity of their trademarks. This agreement was crafted to ensure that each party could continue to operate across each other's territories without undue interference.
6. When the Claimant approached the Respondent to facilitate the registration of Claimant's mark in the aforementioned Asian countries, Respondent was compelled to refuse as it was not obligated to assist Claimant in any manner under the Coexistence Agreement. Respondent further refused to enter into a license agreement as provided in the Coexistence Agreement as the use of the Claimant's mark would cause confusion among the public in the respective countries, as Respondent proposes to commence trading activities in the said countries in the near future.

7. Claimant's decision to escalate the matter to arbitration under the arbitration clause within the Coexistence Agreement is unfounded. Respondent states that its actions have been consistent with its rights and obligations under the agreement, and will vigorously defend its position during the arbitration proceedings.
8. Respondent remains committed to upholding its rights as a trademark holder in Asia and will continue to innovate and deliver exceptional products under the "Cryptonite" brand.

Legal Considerations

Jurisdiction

9. Respondent asserts an objection to the jurisdiction of the Arbitral Tribunal. It is the Respondent's position that this tribunal lacks jurisdiction to adjudicate the dispute between the parties.
10. The basis for this objection is primarily rooted in the fact that the Coexistence Agreement, while containing a WIPO arbitration clause, does not explicitly provide for the resolution of disputes related to the refusal of trademark applications in specific jurisdictions. Therefore, Respondent contends that the subject matter of this dispute falls outside the scope of the arbitration clause, thereby rendering the tribunal without authority to adjudicate.

Substance

11. Respondent denies any breach of the Coexistence Agreement on the part of LexCorp Ltd. The refusal of Wayne Enterprises' trademark application in the Asian countries in question was a factor beyond the control of Respondent. It was not a deliberate attempt to breach the terms of the Coexistence Agreement.
12. Respondent submits that Claimant's attempt to register its trademark is contrary to the Agreement between the parties whereas they are attempting to obtain registration in the guise of coexistence.
13. Respondent further submits that the refusal to enter into a license agreement is reasonable and within the intention of the parties to the Agreement.
14. Moreover, Respondent states that the alleged breach does not warrant the extensive damages sought by Claimant whatsoever. The requested damages of USD 2,000,000 appear disproportionate and disentitled.

Requests for Relief

15. In light of the above, Respondent requests the Arbitral Tribunal to make the following orders:
- a. To hold that the Arbitral Tribunal does not have the jurisdiction to hear the current dispute;
 - b. To dismiss Claimant's claims;
 - c. To order Claimant to bear the costs of this arbitration.

Harvey Dent

Harvey Dent

Respondent Exhibit R1 – Letter Correspondence

Mr. Bruce Wayne
Director
Wayne Enterprises PLC
Arkham Street 8736
Gotham
Drosnia



10 June 2023

Dear Mr. Wayne,

Registration of the “Kryptonite” trademark in the Asian Region

Thank you for your recent letter dated 05 June 2023 regarding the registration of your trademark "Kryptonite" in certain Asian countries where LexCorp Ltd holds registrations for an almost identical mark for computer hardware.

We appreciate your reaching out to discuss this matter. However, after careful review of the Coexistence Agreement between our companies, we wish to clarify our position on the obligations outlined therein.

As per the terms of the Coexistence Agreement, LexCorp agrees not to challenge or oppose the registration or use of Wayne Enterprises' trademark "Kryptonite" in the jurisdictions covered by the agreement. While we acknowledge this commitment, it is important to note that the agreement does not impose an obligation on LexCorp to actively support or assist in the registration of your trademark.

While we value our business relationship and strive for mutual cooperation, we must adhere to the specific terms outlined in our contractual agreements. Therefore, we regret to inform you that we are unable to provide the assistance you have requested regarding the registration of your trademark "Kryptonite" in the Asian countries mentioned.

With regard to your proposal that we enter into a license agreement (on the basis of your contention that we do not trade in the said countries), we wish to inform you that we are not in agreement with the said proposal in view of the fact that we are in the process of commencing trading in the said countries in the near future.

We hope you understand our position on this matter. Nevertheless, we remain committed to upholding the terms of the Coexistence Agreement and continuing our productive business relationship with Wayne Enterprises.

If you have any further questions or concerns, please do not hesitate to contact us. We appreciate your understanding and cooperation.

Sincerely,

Lex Luthor
Director
LexCorp Ltd

30 January 2024

Moot-323/WL

WAYNE ENTERPRISES PLC (Drosnia) vs/ LEXCORP LTD (Galvia)

Counsel: Dick Grayson

(Tel +34 4 67 35 98 20)

Deputy Counsel: Jason Todd

(Tel +34 4 67 35 98 21)

(Email: arb200@wipo.org)

Matt Murdock
27 Court Street
Gotham
Drosnia

Harvey Dent
45 Pine Tree Avenue
Metropolis
Galvia

Dear Sirs,

The Center encloses a copy of the Statement of Acceptance, Availability, Impartiality and Independence, as well as the *curriculum vitae* of Dr. Ray Palmer, whom the Respondent has nominated as co-arbitrator.

We are now in a position to invite the Center to confirm the co-arbitrators and to appoint the presiding arbitrator pursuant to Article 19 of the WIPO Rules, as the parties have not expressly agreed on a procedure for the appointment of a presiding arbitrator. Unless the Center is informed otherwise on or before **14 February 2024**, it shall take the relevant steps for the constitution of the tribunal pursuant to Article 19(b) WIPO Rules.

Yours faithfully,

Dick Grayson

Counsel

WIPO Arbitration and Mediation Center

encl. - *curriculum vitae* of Dr. Palmer (*not reproduced*)

- Statement of Acceptance, Availability, Impartiality and Independence of Dr. Palmer
(*not reproduced*)

c.c. - Dr. Palmer

20 February 2024

Moot-323/WL

WAYNE ENTERPRISES PLC (Drosnia) vs/ LEXCORP LTD (Galvia)

Counsel: Dick Grayson

(Tel +34 4 67 35 98 20)

Deputy Counsel: Jason Todd

(Tel +34 4 67 35 98 21)

(Email: arb200@wipo.org)

Prof. Jonathan Crane
68 Belmont Street
Star City
Atlantis

Dr. Henry Allen
34 Central Street
Gotham
Drosnia

Dr. Ray Palmer
46 Atom Street
Metropolis
Galvia

Mr. Matt Murdock
27 Court Street
Gotham
Drosnia

Mr. Harvey Dent
45 Pine Tree Avenue
Metropolis
Galvia

Dear Sirs,

On 20 February 2024, the World Intellectual Property Organization Arbitration and Mediation Center (“Center”):

- confirmed Dr. Henry Allen as co-arbitrator upon Claimant’s nomination (Article 14(c)).
- confirmed Dr. Ray Palmer as co-arbitrator upon Respondent’s nomination (Article 14(c)).
- appointed Prof. Jonathan Crane as president of the arbitral tribunal (Article 19(b)).

A copy of the Statement of Acceptance, Availability, Impartiality and Independence, as well as the *curriculum vitae*, of Prof. Jonathan Crane is enclosed for your information.

Yours faithfully,

Dick Grayson

Counsel

WIPO Arbitration and Mediation Center

encl. - Statement of Acceptance, Availability, Impartiality and Independence of Prof. Crane
(*not reproduced*)
- *curriculum vitae* of Prof. Crane (*not reproduced*)

Prof. Jonathan Crane
68 Belmont Street
Star City
Atlantis

Mr. Matt Murdock
27 Court Street
Gotham
Drosnia

Mr. Harvey Dent
45 Pine Tree Avenue
Metropolis
Galvia

Wayne Enterprises PLC vs. LexCorp Ltd
WIPO Case No. Moot-323/WL

01 March 2024

Dear Colleagues,

The Arbitral Tribunal appreciates your cooperation during yesterday's Telephone Conference. Please find attached Procedural Order No. 1 which is based on the discussion during the said Telephone Conference.

Best Regards,

For the Arbitral Tribunal

Jonathan Crane
Presiding Arbitrator

PROCEDURAL ORDER NO. 1

of 01 March 2024

in the Arbitral Proceedings

Wayne Enterprises PLC vs. LexCorp Ltd

WIPO Case No. Moot-323/WL

1. After its constitution and receipt of the file from the WIPO Arbitration and Mediation Center, the Arbitral Tribunal had agreed with the Parties on its Terms of Reference which were signed by all.

2. In light of these circumstances, the Arbitral Tribunal makes the following orders:

In their next submissions and at the Oral Hearing in London, the Parties are required to address the following issues:

- a. Jurisdiction of the Arbitral Tribunal to hear the dispute.
- b. Breach of the coexistence contract in the context of the trademarks.

3. The submissions are to be made in accordance with the Rules of the Moot agreed upon at the telephone conference.

4. In the event that the Parties need further information, Requests for Clarification must be made in accordance with para. 7.5 of the Rules of the Moot no later than 25 May 2024 via email to thevictorsmoot@gmail.com

5. Both Parties are invited to attend the Oral Hearing in London, United Kingdom. The details concerning the timing and the venue will be provided in due course.

For the Arbitral Tribunal

Jonathan Crane

Presiding Arbitrator