



18th Leiden-Sarin International Air Law Moot Court

Time Schedule 2026-2027

2026	
12 October	Publication of the Case
13 November	23:59 (CET) Deadline registration of teams (For the teams participating in the 2027 China National Round, after submitting your team registration information via the IALMC online form, please send an email containing the exact same team information to the Chinese host at airlawmootcourt@126.com)
16 November	Confirmation of participation
30 November	23:59 (CET) Deadline for submitting requests for clarification of the Case
16 December 2025	Clarifications of the Case publication and distribution
2027	
12 January	23:59 (CET) Deadline to submit Memorials to Leiden BUREAU
15 January	23:59 (CET) Deadline for payment of registration fee
<i>February</i>	<i>National Rounds</i> <i>/India Rounds TBD</i> <i>/China Rounds TBD</i>
26 March	Opponents' Memorials sent to teams
9-11 April	Semi-Finals and Final



RULES OF PROCEDURE FOR
THE LEIDEN-SARIN INTERNATIONAL AIR LAW MOOT COURT COMPETITION
(Applicable at and from 1 October 2026)

Chapter I GENERAL PROVISIONS

Article 1 – Function

- a) The following Rules govern the procedure of the Leiden–Sarin International Air Law Moot Court Competition (hereinafter “The Competition”).
- b) The Competition shall include, if necessary, pursuant to the provisions of Article 4(a), National Pre-Selection Rounds to be held domestically in the jurisdiction of a participating State in accordance with the National Pre-Selection Rounds Rules of Procedure (RoP) of the Competition. The Competition shall also include an International Round (comprising Semi-Finals and Final).

Article 2 – Organisation

- a) The Competition is a joint initiative of the Sarin Memorial Legal Aid Foundation, Chandigarh, India, and the International Institute of Air and Space Law (IIASL), Leiden Law School, Leiden University, The Netherlands, hereinafter also referred to as the “Organising Parties”. Other parties may join the organisation of the Competition, subject to the mutual agreement of the Organising Parties.
- b) The organisation of the Competition shall be the joint responsibility of the Sarin Memorial Legal Aid Foundation and the IIASL.
- c) The organising parties shall make an agreement with an institution in the host country for the organisation of the Competition in that country.
- d) The organising parties shall designate an International Air Law Moot Court Bureau, also referred to as the “BUREAU”, which will be responsible for the overall organisation of the Competition. The BUREAU shall provide the participating universities with all necessary information.

Article 3 – Participation: Eligibility

- a) The Competition is open to any student enrolled on a Bachelor of Laws (B.A. or LL.B), Master of Laws (LL.M.) or Juris Doctor (J.D.) programme at an accredited university who has less than five (5) years of experience in litigation.
- b) The language of the Competition (at all stages), including the National Pre-Selection Round (if applicable), shall be English.
- c) Each team will represent a university and each university shall be represented by a maximum of one (1) team. The selection of the team members shall be an internal matter for each university.
- d) The maximum number of universities from a single country participating in the International Round shall be three (3) (see also Article 4).
- e) The total number of teams permitted to compete in the Semi-Finals of the Competition shall be decided in conjunction with the host organisation.
- f) Where the number of registered teams for the Semi-Finals exceeds the maximum number decided upon, a decision on capping the number of teams participating will be made by the BUREAU based on:
 - i) the possibility of a reduction of the maximum number of teams eligible to represent a country from three (3) to two (2) or one (1); and
 - ii) geographical representation.
- g) The final determination of the number of teams shall be made by the BUREAU within ten (10) calendar days after the registration deadline, and the BUREAU shall inform the teams of the final binding decision.
- h) Notwithstanding Articles 3 e), f), and g), a place in the Competition shall be reserved for a team representing the host institution, or in case the host institution is not a university capable of composing a team, then to one (1) team from a university in the host country.
- i) Students are not allowed to participate more than once for the same university in a national round or the International Rounds, such disclosure (if any) shall be made at the time of application for the Competition. Non-compliance with this paragraph or non – disclosure of this information, shall result in penalisation by the BUREAU in accordance with the Annex of Penalties of these RoP.
- j) Each team shall register via the link provided on the website of the Competition (www.airlawmootcourt.com). Countries requiring a national round may ask for additional registration through the national organiser. A registration deadline shall be provided.

- k) The BUREAU shall assign each participating team a registration number after an announced registration deadline.
- l) After receiving a registration number, each team must pay a fee of EUR 300 to complete the registration. Non-payment shall result in the defaulting team being excluded from the Competition. The fee is not refundable in case of cancellation by the team. The winner(s) of the national rounds must pay the fee of EUR 300 in order to participate in the International Rounds.
- m) In order to participate in the Competition, each team shall fulfil the following travel requirements:
 - i) Each team shall bear their own travel costs to and from the destination of the International Rounds; and
 - ii) All team members registering for the Competition must be in possession of a valid passport; and
 - iii) All team members will be responsible for applying for relevant visas, should they be required, and to be in possession of such visas two weeks prior to the Competition. The BUREAU will attempt to assist with invitation letters, if necessary.

Article 4 – National Pre-Selection Rounds

- a) In the event that, and subject to Article 3(f), if more than four (4) teams from one (1) country register to participate in the Competition, a National Pre-Selection Round shall be held to determine which top teams will represent that country in the International Rounds of the Competition.
- b) After the deadline for registration for participation as indicated on the BUREAU's Time Schedule has expired, the BUREAU shall notify the relevant universities of the necessity to appoint a National Committee. The organisation of a National Pre-Selection Round will be delegated, in each country, to a National Committee, in conformity with the RoP for National Pre-Selection Rounds of the Competition. The BUREAU shall be informed by the relevant universities of the constitution and composition of the National Committee no later than the deadline indicated on the BUREAU's Time Schedule.
- c) The BUREAU shall supply the Committee with all necessary information and forms.
- d) National Pre-Selection Rounds will be held in accordance with the RoP for National Pre-Selection Rounds. The present rules apply to such rounds when questions or issues arise that have not been explicitly provided for in the RoP of those rounds. The cost of organising such a national round shall be the sole responsibility of the National Committee.

Article 5 – Composition and Registration of Teams

- a) A team shall be composed of students who are enrolled in an undergraduate (B.A. or LL.B.) or post-graduate (J.D., LL.M.) programme of law studies. Proof must be submitted that the participants are enrolled in the aforementioned programme within four (4) months prior to the first day of the Semi-Finals of the Competition.
- b) Each team may have a Faculty Adviser. The Faculty Adviser may be a staff member or an external person designated by the participating Institution, whose name will be registered with the BUREAU.
- c) Each team shall be composed of no less than two (2) and no more than three (3) students. Only two (2) team members may plead per session before the panels of judges.
- d) The names of the students comprised in a team are to be submitted to the BUREAU by the date for registration indicated on the Time Schedule.
 - i) Substitution of team members is prohibited unless a team member has to withdraw due to serious and unexpected circumstances, such as a serious illness, before submitting written memorials. A team contemplating the substitution of a team member shall communicate the circumstances of the request to the BUREAU as soon as possible. At its sole discretion, the BUREAU shall determine whether the request is appropriate and decide whether to allow substitution under the circumstances. To make such determination, the BUREAU may ask for any proof or documentation as it may deem fit.
 - ii) A team contemplating withdrawal of a team member shall communicate to the BUREAU as soon as possible. The BUREAU may determine that such withdrawal is in violation of Article 12 of the RoP requiring the minimum number of team members to plead.
- e) Non-compliance with this Article shall result in penalties being imposed on the team by the BUREAU in accordance with the Annex of Penalties of the present RoP.

Article 6 – The Case

- a) The BUREAU shall invite a duly qualified person to draft the Case. The author of the Case will remain anonymous until the conclusion of the Final. The author of the Case is not involved with the substantive preparation of the Competition and/or with any of the participating teams.
- b) Teams may submit written requests for clarification with a maximum of five (5) questions. These requests must be sent to the BUREAU and must be received by the deadline indicated on the Time Schedule. Requests for clarifications may be answered solely at the discretion of the author of the Case.

Article 7 – Outside Assistance

- a) Apart from the exceptions laid down in Article 5 b) and 7 b), outside assistance is strictly prohibited.
- b) Outside assistance to a team in preparation for the Competition, including that of faculty members, shall be limited to a general discussion of the issues, suggestions as to research sources and training in oral presentation in public.
- c) Under no circumstances shall anyone who has in any way and at any stage participated in the drafting of the Case, give assistance to any participating team.
- d) By signing a Declaration of Authenticity, a team shall confirm the originality of the submitted Memorials as it is their own work. The Declaration must be signed by all team members and by the Faculty Adviser. The Declaration of Authenticity can be found in Annex III. The Declaration of Authenticity shall not be attached to the memorials but shall be submitted separately to the BUREAU at the time of submission of memorials.
- e) Non-compliance with this Article shall result in the levy of penalty points by the BUREAU in accordance with the Annex of Penalties of the RoP.

Chapter II THE SEMI-FINALS

Article 8 – The Memorials

- a) Each memorial shall be written in English.
- b) Each Memorial shall contain the following sections, in the following order:
 - A. Table of Contents;
 - B. List of Abbreviations;
 - C. List of Sources (treaties, jurisprudence, literature, etc.);
 - D. Statement of Relevant Facts;
 - E. Issues;
 - F. Summary of Arguments;
 - G. Jurisdiction of the Court (or other body vested with adjudicatory power);
 - H. Arguments; and
 - I. Submissions.
- c) The Memorial may also include Annexes; however, such Annexes may in no circumstance, exceed five (5) pages. Failure by a team to adhere to the order mentioned above shall result in the levy of penalty points.
- d) The Arguments (Section (H.)) and the Submissions (Section (I.)) together, including footnotes, may not exceed twenty-five (25) pages. Any argument with respect to

jurisdiction or admissibility shall be included in the aforementioned Arguments (Section (H.)).

e) The Memorial shall be typed:

- on A4 size paper (21 cm x 29 3/4 cm);
- in font Times New Roman size 12;
- with a margin of 2.5 cm on both sides;
- with a margin of 2.5 cm at the top and at the bottom; and
- with sections (D.) - (I.) and Annexes with interline 2 (double-spaced).

f) The twenty-five (25) pages of the sections Argument (Section H.) and Submissions (Section I) together shall be numbered consecutively in Arabic numbers (1 - 25).

g) All the other sections of the Memorial shall be numbered consecutively in small Roman numbers (i - ii - ... -iv ... xi ...).

h) Page numbering: Each page shall be numbered in the middle at the top.

i) Footnotes: Footnotes shall be placed at the bottom of the page and must be numbered consecutively throughout the memorial in Arabic numbers.

j) Footnotes and quotations shall not be reduced in size. Footnotes and quotations of more than one (1) line in length may be typed single-spaced. The standard double spacing must be kept between separate footnotes.

k) The listing of the sources in the List of Sources (Section (C.)) and in the footnotes shall be complete and uniform throughout the document. Listings are complete when all cited texts are included in the List of Sources; no other texts shall be listed. Listings are uniform when the rendition of sources in footnotes is the same as the rendition of these sources in the List of Sources.

l) Each Memorial shall include a cover page: The Memorials for the Applicant by a green cover, the Memorials for the Respondent by a red cover. The Cover should correspond to the one indicated in the Annex to the present RoP.

m) The participating teams may not be identified by name or in any other way in the Memorial, except by their designated registration number.

n) The registration number of the team must appear clearly in the middle at the bottom of the cover of the Memorials, as indicated in the 'Cover' annexed to the present RoP.

o) Plagiarism is strictly forbidden. This includes copy-pasting texts without citing and/or not providing references to the original source(s).

- p) The Bureau can exclude a team from participation in the semi-finals in case of manifest non-compliance with the rules of the Competition. In such a case, the BUREAU shall forthwith communicate its decision to the Faculty Adviser of the concerned team.
- q) Non-compliance with this Article shall result in the levy of penalty points in accordance with the Annex of Penalties of the present Rules.

Article 9 – Submission of Memorials

- a) Each team shall prepare an Applicant's Memorial (A) and a Respondent's Memorial (B). Only the students registered with the BUREAU as team members may research and draft the team's Memorials. No team may revise, substitute, add, delete or in any other manner alter their original Memorials after they have been submitted. In accordance with Article 5 c), a team is composed of a maximum of three (3) students.
- b) The BUREAU shall receive (by e-mail to airlawmootcourt@law.leidenuniv.nl) one (1) electronic *.pdf copy of each of: (1) the Applicant's Memorial; and (2) the Respondent's Memorial of each participating team. The deadline for mailing of the Memorials shall be indicated in the BUREAU's official Time Schedule. The email should be titled, "Team ** | Memorial Submission" (where "***" shall correspond to the team number allotted to the team). For any national rounds, another email address, specific to the National Committee may be specified in addition to that above.
- c) The BUREAU shall, in accordance with the rules, distribute the appropriate Memorials to the opposing teams, to the members of the Semi-Finals' Moot Courts, to the members of the Bench of the Final Round, and to the members of the International Board of Review.
- d) All Memorials in the Competition shall be the property of the BUREAU and may be copyrighted as such.
- e) Non-compliance with this Article shall result in the levy of penalties in accordance with the Annex of Penalties of the present RoP.

Article 10 – Judging the Memorials: The International Board of Review

- a) The Memorials for the International Round shall be judged by the International Board of Review (hereinafter "the IBOR").
- b) The BUREAU, having consulted the organising parties, shall nominate the members of the IBOR. The IBOR shall consist of eminent persons who meet the required qualifications regarding expertise and impartiality.
- c) Each Memorial shall be judged individually by three (3) members of the IBOR, acting independently of one another.

Article 11 – Scoring of Memorials

- a) The scores shall be recorded on official scoring sheets supplied by the BUREAU.
- b) A grade between thirty (30) and fifty (50) points per Memorial shall be awarded by each member of the Board, excellent being 45-50, good being 40-44, average being 35-39, and poor being 30-34.
- c) The scoring factors to be considered, in no particular order, shall include, but not be limited to:
 - knowledge of the facts and the legal principles directly applicable to the facts;
 - proper analysis of the issues involved;
 - use of authorities and extent of research;
 - logic and reasoning;
 - evidence of original thought;
 - clarity and organisation;
 - persuasiveness;
 - thoroughness;
 - grammar and style.
- d) The final score for a Memorial shall be the sum of the points awarded by the members of the IBOR minus any penalty points. The maximum number of points that a team can score for the Memorials is: hundred-and-fifty (150) points for the Memorial on behalf of the Applicant and hundred-and-fifty (150) points for the Memorial on behalf of the Respondent.
- e) At the end of the Competition, the team having prepared the Best Applicant's Memorial and the team having prepared the Best Respondent's Memorial will be announced. The Best Memorials are those which received the highest final scores.

Article 12 – The Oral Arguments

- a) Time, Place and Order of Presentation
 - i) The BUREAU shall determine the place of the presentation of the oral arguments of the Competition. The BUREAU shall determine the pleading schedule, i.e. the time and order of the presentation of the oral arguments, of the Semi-Finals by secret ballot, while the pleading order of the Final Round shall be determined in accordance with Article 15 of the RoP.
 - ii) The pleadings shall be held before a Moot Court constituted in accordance with Article 13 of the RoP.

b) Form and Content of the Oral Argument

- i) Each team shall prepare an oral argument for the Applicant and an oral argument for the Respondent. The oral arguments shall be presented in English. Each team shall present an oral argument in the sessions of the Semi-Finals, twice as Applicant and twice as Respondent.
- ii) Per each of the four (4) sessions of the semi-finals, only two (2) team members shall present the team's oral arguments.
- iii) Only students registered with the BUREAU as team members shall act as oralists.
- iv) During the Semi-Finals' oral arguments, all team members (with a maximum of three (3)) shall be present in the sessions in which their team is pleading. Teams shall be seated behind their table at the time indicated for the start of the session. None of the team members, Faculty Adviser, or persons affiliated with the team shall be allowed to attend any other sessions.
- v) The scope of an oralist's pleadings is not limited to the scope of his/her submitted Memorial.
- vi) Each team shall have a right of reply, referred to as the 'Rebuttal' for the Applicant and 'Surrebuttal' for the Respondent.
- vii) The scope of the Applicant's rebuttal shall be limited to the scope of the Respondent's arguments proper and the scope of the Respondent's surrebuttal shall be limited to the scope of the Applicant's rebuttal. Failure to keep within these limitations shall be taken into account by the Bench in their assessments.
- viii) Per session, each team (Applicant and Respondent) shall be allowed a total of forty (40) minutes to present its oral argument, including the time required to answer any questions which may be put to it by the Bench and including the time for the rebuttal or surrebuttal. No more than ten (10) minutes of this time shall be reserved for rebuttal or surrebuttal.
- ix) Per session, no team member shall plead for more than twenty-five (25) minutes.
- x) Extension of the maximum pleading time beyond forty (40) minutes, may be granted at the sole discretion of the Bench, however, this extension, in no circumstance, may exceed five (5) minutes.
- xi) No oral or written communication may take place between the team table or the oralist and their accompanying staff members or any member of the public during the session in which that team presents its oral arguments, rebuttal or surrebuttal.

- xii) No oral or written communication may take place between the team table and the oralist while the oralist is presenting his/her argument. This does not preclude an oralist from taking a treaty or similar document from the team table when the oralist has been questioned about such a document.
- xiii) The use of exhibits is not permitted without prior authorisation of the BUREAU.
- xiv) During the Semi-Finals, team members are not permitted to wear or carry garments or items which could indicate the identity of their university or country of origin.
- xv) The BUREAU shall strive to ensure that during the Semi-Finals no team shall plead against any other team more than once.
- xvi) Non-compliance of the teams with their responsibilities under this Rule shall result in the levy of penalty points by the BUREAU in accordance with the Annex of Penalties of the present Rules. Non-compliance with Article 12 b) vii) specifically will be taken into account by the Bench at the time of scoring.

Article 13 – Semi-Finals: Judging the Oral Arguments

a) The Moot Court

- i) The oral arguments shall be judged by a Bench consisting of upto three (3) judges.
- ii) The BUREAU shall invite duly qualified persons to act as members of the Bench for the Semi-Finals.
- iii) Each oral argument shall be judged individually by the judges, acting independently of one another. During the Semi-Finals, no member of the Bench shall judge a team of his/her own nationality.
- iv) The President of the Court has the final say in the amount of extra time given, in accordance with Article 12 b) x).
- v) Each of the judges may interrupt the oralist to ask a question. However, the President may overrule that there is no time left for such question.

b) Scoring by the Members of the Bench

- i) The score shall be kept on official scoring sheets, supplied by the BUREAU.
- ii) A overall grade between thirty (30) and fifty (50) points per oral argument shall be awarded by each judge based on set criteria, excellent being 45-50, good being 40-44, average being 35-39, and poor being 30-34. The score per session for the oral argument of a team shall be the total of the points awarded.
- iii) The Bench shall especially, but not exclusively, take into consideration competence, the inclusion of all relevant factors, structure and logic of the argument, knowledge of

points of international law directly applicable to the facts, soundness of the argument presented, evidence of original thought, and the response to questions.

- iv) The final score for an oral argument shall be the sum of the points awarded by the judges for the two (2) sessions of the Semi-Finals minus the sum of the penalty points. The maximum number of points that a team can score for the oral arguments in the Semi-Finals, both as Applicant and as Respondent is three hundred (300).
- c) The Best Oral Arguments
 - i) At the end of the Competition, the team presenting the Best Oral Arguments for the Applicant and the team presenting the Best Oral Arguments for the Respondent shall be announced.
 - ii) The Best Oral Arguments are those which received the highest final scores.

Article 14 - Best Oralist Award

- a) During the semi-finals, the judges may nominate who they deem to be the Best Oralist by attributing a score of ten (10). In nominating the Best Oralist, the judges will take into consideration the clarity and style of the presentation, fluency, debating skill and powers of persuasion. The legal contents of the argumentation shall not be taken into consideration.
- b) The Oralist who receives the highest number of scores of ten (10) will be awarded the Best Oralist Award.

Chapter III THE FINAL ROUNDS

Article 15 – Ranking for the Final Round

- a) The Final Round shall be held between the best Applicant-team (A) and the best Respondent-team (B). The best Applicant-team (A) and the best Respondent-team (B) are the teams with the highest total score on the Applicant-side and on the Respondent-side respectively, the highest total score being the sum of the final score for the Memorial and the final score for the oral arguments on the Applicant-side and on the Respondent-side respectively.
- b) If there are two (2) or more teams on the Applicant's or Respondent's side with the same highest total score as defined above, the team with the highest final score in the oral arguments of the Semi-Finals shall be ranked highest. In case the final scores for the Semi-Finals' oral arguments are also identical, the finalist will be determined by ballot.
- c) In case the highest total score on the Applicant's side and the highest total score team on the Respondent's side belong to the same national team, the side with the highest score of the two (Applicant or Respondent) shall represent the team in the Final Round. When the total

scores for both sides are identical, the side with the highest final score for the Semi-Finals' oral argument will go to the Final Round. In case these scores are identical, the finalist side will be determined by ballot. The opponent shall be the team representing the Applicant or Respondent, as required, with the second-highest total score as defined above. In case of a shared second place, the above procedure will be followed to determine the opponent finalists.

- d) This Article applies regardless of whether or not the highest-ranking Applicant and Respondent teams have met each other during the Semi-Finals.

Article 16 – Final Round: Judging of the Memorials and of the Oral Arguments

- a) The Memorials and the oral arguments shall be judged by a Bench consisting of three (3) Judges.
- b) The BUREAU shall invite highly qualified persons to act as members of the Bench for the Final Round.
- c) Each Memorial and Oral argument shall be judged individually by the three (3) Judges.
- d) The earlier scores for the Memorials and for the Semi-Finals' oral arguments shall not be communicated to or taken into account by the Final Round Moot Court.
- e) There will be no specific scores given by the Final Round Moot Court for the Memorials and the oral presentations.

Article 17 – The Winner of the Competition

- a) The winner of the Final Round will be the team so decided by the members of the Final Round Moot Court.
- b) The winner of the Final Round shall be considered to be the Winner of the Competition. This team shall receive the Competition's Trophy to hold in trust until the following year's Competition.
- c) An overall ranking of the teams shall be provided based on the overall team scores. The overall team score is the sum of the final scores for the Memorials and the final scores for the oral arguments of both the Applicant and the Respondent side of one and the same national team. At the end of the Competition, the team with the highest overall team score will be announced.

Chapter IV PENALTIES

Article 18 – Penalties

- a) During the Competition, penalties may lead to the disqualification of a team, or to penalty points being deducted from the sum of the points awarded by the IBOR for a team's Memorials or from the sum of the points awarded by the Judges for a team's oral arguments presented during the Semi-Finals.
- b) Penalties shall be exacted in accordance with the Annex of Penalties attached to the present RoP.

Chapter V FINAL PROVISIONS

Article 19 – Powers of the International Air Law Moot Court Bureau

- a) The BUREAU, in interpreting the present RoP and the RoP for the National Pre-Selection Rounds of the Competition, may take such other discretionary measures as it may deem advisable for the sake of fairness and the orderly conduct of the Competition.
- b) The BUREAU may depart from the present RoP should circumstances so require. In such an event, it shall inform all concerned participants as soon as possible, providing a statement of reasons for the departure.
- c) Any decision or ruling handed down by the BUREAU on matters concerning the present RoP, the RoP for the National Pre-Selection Rounds, or any other matters regarding the state of affairs of the Competition is final. It is not possible to appeal the decision.
- d) The BUREAU reserves the right to modify the present RoP regarding penalty points until the registration closes. After this date the present RoP are final.

ANNEX I

COVER INDICATION [Colour]

[Green for the Applicant]

[Red for the Respondent]

INTERNATIONAL AIR LAW MOOT COURT COMPETITION [year]

CASE OF [NAME] STATE A v. STATE B

MEMORIAL SUBMITTED ON BEHALF OF STATE [A or B]

TEAM NUMBER [Number-A] or [Number-B]

ANNEX II

Penalties

Article 1 – Aims

- a) This Annex on Penalties forms an integral part of the present RoP.
- b) The aim of this Annex on Penalties is to ensure a fair and sportive contest in the Competition by providing means for ensuring compliance with the relevant provisions of the RoP.

Article 2 – Penalties for Membership: Registration and Participation

- a) Violation of the following provisions in the RoP shall entail the corresponding penalties –
 - i) Violation of Article 5 RoP: disqualification of the team;
 - ii) Violation of Article 7 RoP: disqualification of the team.

Article 3 – Penalties for Memorials

- a) Violation of the following provisions of the RoP shall entail the corresponding penalty points–
 - i) Violation of Article 8 a) RoP: disqualification of the team;
 - ii) Violation of Article 8 b) and c) RoP: 2 points per missing section, or per violation;
 - iii) Violation of Article 8 d) RoP: 5 points per page over 25 pages;
 - iv) Violation of Article 8 e) RoP: 5 points per violation per single requirement mentioned, with a maximum of 25 points for 5 or more violations per single requirement mentioned;
 - v) Violation of Article 8 f), g), h), and i) RoP: 1 point per violation per single requirement mentioned, with a maximum of 2 points for 2 or more violations per single requirement mentioned;
 - vi) Violation of Article 8 j) RoP: 1 point per violation per single requirement mentioned, with a maximum of 4 points for 4 or more violations per single requirement mentioned;
 - vii) Violation of Article 8 k) RoP: 2 points for 1-5 violations per single requirement mentioned; 4 points for 6-10 violations per single requirement mentioned; 6 points for more than 10 violations per single requirement mentioned;
 - viii) Violation of Article 8 l) RoP: 1 point per violation;
 - ix) Violation of Article 8 m) RoP: 6 points per violation;
 - x) Violation of Article 8 n) RoP: 2 points per violation;
 - xi) Violation of Article 8 o) RoP: disqualification of the team;
 - xii) Violation of Article 9 a) RoP: disqualification of the team;

- xiii) Violation of Article 9 b) RoP: 2 points per copy not received; 6 points per day for delay in the submission of the Memorials with a maximum of 48 points and disqualification of the team in case of a delay of 8 calendar days or more.

Article 4 – Penalties for Oral Arguments

- a) Violation of the following provisions in Article 12 b) of the RoP shall entail the corresponding penalties:
 - i) disqualification of the team;
 - ii) 10 points per violation per single requirement mentioned;
 - iii) disqualification of the team;
 - iv) disqualification of the team; late arrival 5 points per minute;
 - v) 5 points per extra minute;
 - vi) 5 points per minute more, unless Article 12 b) x) applies;
 - vii) disqualification of the team;
 - viii) disqualification of the team;
 - ix) 10 points per violation;
 - x) disqualification of the team.

Article 5 – Cheating, Intimidation and other Unfair Behaviour

- a) Pursuant to Article 19 of the RoP, the BUREAU shall have the discretion, after giving the team in question the opportunity to be heard, to award penalty points or to disqualify a team for cheating, intimidation and other unfair behaviour that has the effect or the intended effect of unfairly improving its performance or reducing the other team's performance during a match. The decision of the BUREAU shall be final.
- b) Pursuant to Article 19 of the present RoP, the BUREAU shall have the discretion, after giving the team in question the opportunity to be heard, to award penalty points or to disqualify a team for conducting itself in a manner that has the purpose, effect or intended effect of bringing the Competition into disrepute.
- c) The BUREAU shall be competent to impose any penalties under this Annex in all Rounds of the Competition and both in the Semi-Finals and Finals, with due regard to the aim stated in Article 1 of the present Annex.

Article 6 – Final Provisions

- a) The Leiden BUREAU reserves the right to modify the penalty point scheme until the closing of the registration.

ANNEX III



Declaration of Authenticity

We further hereby certify that this is an original work, that these submitted Memorials do not contain any materials from other sources unless, these sources have been clearly identified in footnotes, and any and all quotations have been properly marked as such and full attribution made to the author(s) thereof.

Memorials team number:

Name

Signature Student

Date and Place

Name

Signature Student

Date and Place

Name

Signature Student

Date and Place

END OF DOCUMENT

**RULES OF PROCEDURE FOR THE NATIONAL ROUNDS OF
THE LEIDEN-SARIN INTERNATIONAL AIR LAW MOOT COURT COMPETITION**

(Applicable at and from 1 October 2026)

Article 1 Function

- a. The present rules govern National Pre-Selection Rounds held in pursuance of Article 4 of the Rules of Procedure for The Leiden Sarin Air Law Moot Court Competition (hereinafter the Competition).
- b. The Rules of Procedure for The Leiden - Sarin Air Law Moot Court Competition apply to National Pre-Selection Rounds when questions or issues arise which have not been explicitly provided for in the present rules.

Article 2 National Organisation

- a. The designated period in which a National Pre-Selection Round shall take place shall be determined by the Leiden – Sarin International Air Law Moot Court Bureau (hereinafter to be referred to as the BUREAU) and will be indicated on the Competition Time Schedule.
- b. The responsibility of organising the National Pre-Selection Round lies with the National Committee.
- c. The national pre-selection rounds, irrespective of which Country they are being organised in, shall be named “The Leiden – Sarin International Air Law Moot Court Competition”. The words “National Rounds – xxxx”, “xxxx” being the name of the relevant Country, may be used after the title of the Competition mentioned hereinabove.

Article 3 The National Committee

- a. Upon expiration of the deadline for registration for participation indicated on the Competition Time Schedule, the BUREAU will notify the relevant Universities of the necessity to appoint a National Committee. These Universities shall appoint the Committee after mutual consultation. The organisers reserve the right to appoint any other University or Organisation as the National Committee as it may deem fit.

- b. The National Committee may be formed by any organisation or group of persons, as long as the National Committee remains an impartial entity.
- c. The members of the National Committee shall jointly elect a President.
- d. The BUREAU shall be informed by the relevant Universities and by the National Committee of the constitution of the National Committee, and of the name, address, e-mail address, phone and fax numbers of the President as soon as possible, but no later than the deadline indicated on the Competition's Time Schedule.
- e. The National Committee is responsible for the overall organisation of the National Pre-Selection Round, for supplying all persons involved with relevant information, for all matters concerning the National Board of Review and the National Rounds of the Leiden Sarin International Air Law Moot Court Competition, and for the contacts with the BUREAU.
- f. The President of the National Committee is responsible for coordinating the National Pre-Selection Round, for maintaining contacts with the BUREAU and for informing the BUREAU of all matters the President considers necessary to bring to its attention.
- g. The National Committee is entitled, after consultation with and approval by the BUREAU, to interpret and, if necessary, pass judgment on the present Rules. All participating teams and the BUREAU shall immediately be informed of all decisions.
- h. The decisions taken by the National Committee are final and no appeal is possible.
- i. Should circumstances so require, the National Committee is entitled, upon consultation with the BUREAU, to draw up its own rules for specific situations. Such rules are subject to approval by the BUREAU that shall be provided with a copy of these rules as soon as possible.

Article 4 Participation

- a. Each University / Law School is entitled to send only one (1) team to the National Rounds.
- b. The composition of the team shall be fully in conformity with Article 5 of the Rules of Procedure for The Leiden – Sarin International Air Law Moot Court Competition.
- c. There shall be a nominal entry fee or participation charge levied at the time of registration from each team, which shall be non-refundable. Once a team qualifies for the International / Final Rounds, the said amount may be adjusted towards the International Rounds registration fee, which shall be payable by the selected teams

Article 5

The Memorials

1. Submission of the Memorials

a. Each team participating in the Competition shall prepare an Applicant's Memorial and a Respondent's Memorial in accordance with Article 8 and 9 of the Rules of Procedure for The International Air Law Moot Court Competition.

b. The BUREAU shall receive by email one (1) electronic copy (in .pdf) of the Applicant's Memorial and one (1) electronic copy of the Respondent's Memorial of each team participating in a National Pre-selection Round. The deadline for mailing the Memorials **MAY NOT BE THE SAME** as that for the International Round as indicated on the Competition's Time Schedule and the same may be **BEFORE** the said date.

c. The National Committee shall receive by registered mail / courier eight (8) copies of the Applicant's Memorial and eight (8) copies of the Respondent's Memorial of every team participating in the National Pre-Selection Round, unless the National Committee requires more Memorials to be sent. The deadline for mailing the Memorials is the same as the one indicated in the previous paragraph. Identical electronic copies shall be submitted by the same deadline by way of email attachment in pdf-format.

d. A clearly legible copy of both Registered Mail / Courier receipts, as required under b. of the present Article, shall be forwarded to the National Committee and to the BUREAU on the said deadline.

e. The National Committee shall send the Memorials to the appropriate teams, to the members of the National Board of Review and to the members of the National Moot Court within 7 working days.

2. Penalties

a. Non-compliance with Article 5 (a) - (d) shall be penalised in accordance with Article XIII of the Rules of Procedure for The Leiden - Sarin International Air Law Moot Court Competition.

b. The BUREAU shall notify the President of the National Committee as soon as possible, but no later than three days before the date set for the National Pre-Selection Round at the latest, of the number of penalties awarded by it to each Memorial.

3. The Judging of the Memorials

a. The Memorials shall be judged by a National Board of Review.

b. The National Committee shall invite duly qualified persons to act as a member of the National Board of Review. Members of the National Board of Review may also serve as members of the National Moot Court. Preferably, no faculty members of the participating universities should be invited to serve as members of the National Board of Review.

c. The National Committee shall send to the members of the National Board of Review the Rules of Procedure for The International Air Law Moot Court Competition the present Rules, a copy of the Case, the Memorials, the Guidelines for Judging the Memorials and sufficient copies of the scoring sheets.

d. Each Memorial shall be judged individually by the members of National Board of Review, acting independently of one another.

4. The Scoring of the Memorials

a. The score shall be kept on official scoring sheets supplied by the BUREAU and distributed by the National Committee.

b. The scoring by the National Board of Review shall be in accordance with Article 10 of the Rules of Procedure for The Leiden – Sarin International Air Law Moot Court Competition.

c. The final score for a Memorial shall be the sum of the points awarded by the members of the National Board of Review minus any penalty points which are given by the BUREAU in accordance with Article V.2.1 of the present Rules.

d. The final score for a Memorial acquired in a National Pre-Selection Round is not reported on the scores of the Semi-Finals and Final of The Leiden – Sarin International Air Law Moot Court Competition International Round. The Penalty Points for a Memorial as given by the BUREAU in accordance with Article 5 of the present Rules are taken into account on the scores of the team participating to the Semi-Finals and Final of The Leiden – Sarin International Air Law Moot Court Competition.

Article 6 The Oral Arguments

1. Time, Place and Order

a. The National Committee shall determine the time, place and order of the presentation of the oral arguments, with due regard to Article 2.1 of the present Rules. The participating teams shall be notified by the Committee accordingly well in advance.

b. Each team shall prepare an oral argument for the Applicant and an oral argument for the Respondent. The oral arguments shall be presented in English. Each team shall

present an oral argument in at least two sessions of the National Pre-Selection Round: once as Applicant and once as Respondent.

c. The oral argument for the Applicant or for the Respondent shall, per session, be presented by two team members. Two members of the team shall act oralist for the Applicant and for the Respondent.

d. The presentation of the oral arguments shall take place in accordance with Article 12 of The Leiden – Sarin International Air Law Moot Court Competition.

2. Penalties

Penalty points for the presentation of the Oral Arguments shall be awarded by the National Committee in analogy to and in accordance with Article 18 of The Leiden – Sarin International Air Law Moot Court Competition.

3. The Judging of the Oral Arguments

a. The oral argument shall be judged by a National Moot Court consisting of three judges.

b. The National Committee shall invite duly qualified persons to act as members of the National Moot Court. The members of the National Moot Court may also serve as members of the National Board of Review. Preferably, no faculty members of the participating universities should be invited to serve as members of the National Moot Court.

c. The National Committee shall see to it that the members of the National Moot Court receive the Rules of Procedure for The International Air Law Moot Court Competition, the present Rules, a copy of the Case, the Memorials and sufficient copies of the scoring sheets.

d. Each oral argument shall be judged individually by the three members of the National Moot Court, acting independently of one another.

4. The Scoring of the Oral Arguments

a. The score shall be kept on official scoring sheets supplied by the BUREAU and distributed by the National Committee.

b. The scoring by the Members of the National Moot Court shall be in accordance with Article 13 of the Rules of Procedure for The Leiden – Sarin International Air Law Moot Court Competition.

c. The final score for the Oral Argument shall be the sum of the points awarded by the members of the National Moot Court minus any penalty points which are awarded by the National Committee and/or the National Moot Court.

d. The penalties and final score for the Oral Argument acquired in a National Pre-Selection Round are not taken into account for the Semi-Finals and Final of The Leiden – Sarin International Air Law Moot Court Competition.

Article 7 Qualification for Participation in the Semi-Finals

a. The overall team-score is composed of the sum of the final scores for the Memorials and the final scores for the oral arguments of both the Applicant and the Respondent side of a team. Where four (4) teams or more are registered for participation, the National Committee shall designate the three (3) teams with the highest score as qualified to participate to the Semi-Finals of The International Air Law Moot Court Competition.

b. The National Committee shall immediately inform the BUREAU of the results of the National Pre-Selection Round. The information shall include the qualified teams as defined as in Article 7 (a), the overall ranking of the teams by overall team-scores, the final scores for the Memorials and final scores for the oral arguments of the participating teams.

c. The original scoring sheets shall be forwarded to the BUREAU under separate cover. The National Committee shall forward copies of the overall ranking of the teams by overall team scores and copies of the original scoring sheets to the participating teams.

d. With regards to the submission of the memorials, the teams qualified to participate in the Semi-Finals are required to collect their already submitted memorials and thereafter shall follow the provisions as provided in Article 9 of the Rules of Procedure for the Leiden – Sarin International Air Law Moot Court Competition.

e. If a team selected at the National Rounds fails to participate in the Semi-Finals without reasonable cause, the university they represent shall be liable to be blacklisted from participating in future competitions.

Provided, if the team provides a sufficient cause for their non-participation within three weeks of their selection in the National Rounds, and the National Committee finds it reasonable, the University may be exempted from being blacklisted, at the sole discretion of the National Committee.

INTERNATIONAL COURT OF JUSTICE

APPLICATION INSTITUTING PROCEEDINGS

Filed in the Registry of the Court on 20 September 2026

**CASE CONCERNING DRONE ATTACKS, CYBER INTERFERENCE,
TARGETING OF CIVIL AIRCRAFT, AND VIOLATION OF AIRSPACE
SOVEREIGNTY**

(REPUBLIC OF MONTAVERRE v. REPUBLIC OF OMARIKESH)

COUR INTERNATIONALE DE JUSTICE

REQUÊTE INTRODUCTIVE D'INSTANCE

Enregistrée au Greffe de la Cour le 20 septembre 2026

**AFFAIRE CONCERNANT DES ATTAQUES DE DRONES, DES INTERFÉRENCES
CYBERNÉTIQUES,
LE CIBLAGE D'AÉRONEFS CIVILS ET LA VIOLATION DE LA SOUVERAINETÉ
DE L'ESPACE AÉRIEN**

(RÉPUBLIQUE DE MONTAVERRE c. RÉPUBLIQUE D'OMARIKESH)

I. APPLICABLE SOURCES OF INTERNATIONAL LAW

1. For the purposes of this Case, the Republic of Montaverre (“Montaverre”) and the Republic of Omarikesh (“Omarikesh”) are parties to the following international Conventions:

- i. The Convention on International Civil Aviation, signed in Chicago on 7 December 1944, including all amendments (the “Chicago Convention”);
- ii. The Charter of the United Nations, signed in San Francisco on 26 June 1945 (the “UN Charter”);
- iii. The Vienna Convention on the Law of Treaties, signed at Vienna on 23 May 1969 (the “Vienna Convention”);
- iv. The Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 (the “Montreal Convention”);
- v. The Convention on the Suppression of Unlawful Acts Relating to International Civil Aviation, signed at Beijing on 10 September 2010 (the “Beijing Convention”);
- vi. The Constitution and Convention of the International Telecommunication Union (ITU), signed at Geneva on 22 December 1992 (“ITU Convention”);
- vii. The Radio Regulations of the International Telecommunication Union (ITU), 2024 Edition (“ITU Radio Regulations”);
- viii. The Convention on Damage Caused by Foreign Aircraft to Third Parties on the Surface, signed at Rome on 7 October 1952 (“Rome Convention”).

2. Both States are members of the Council of the International Civil Aviation Organization (“ICAO”), separated by approximately 2,500 kilometers of international waters and the territory of three intermediate States.

3. Neither Party has entered a reservation to any of the foregoing instruments, and both Parties are considered fully bound by their provisions.

II. STATEMENT OF FACTS

A. Geopolitical Context

4. Montaverre and Omarikesh are non-neighboring States whose historical and contemporary relations have been marked by strategic competition and geopolitical tension stemming from:

- competing claims over maritime zones in the Eastern Ocean, particularly regarding access to critical sea lanes;
- rivalry in the development and export of advanced technologies, including artificial-intelligence systems and rare-earth element processing;
- disputes over the status of the Rare Earth Valley region, located in a third State but subject to competing economic interests from both Montaverre and Omarikesh;
- historical, colonial-era territorial disputes that have resurfaced in the context of modern resource competition;
- the lapse, on 1 March 2024, of the 2019 Framework Agreement on Cyber Confidence-Building Measures between the two States, which had established a bilateral notification channel for suspected State-sponsored cyber activity and which Omarikesh declined to renew; and
- two prior cyber-intrusion incidents, in 2021 and 2023, targeting Montaverrian energy and telecommunications infrastructure, which were publicly attributed by independent cybersecurity researchers to Advanced Persistent Threat (“APT”) groups operating from Omarikesh territory.

Omarikesh denied responsibility on both occasions, and neither incident was referred to international adjudication or formal bilateral consultation.

5. Despite their physical separation, both States maintain:

- advanced air-transport systems with extensive international routes;
- active participation in ICAO as ICAO Council members;
- sophisticated cyber capabilities, with each known to host APT groups;

- extensive satellite and long-range communication networks;
 - status as co-sponsors, without reservation, of United Nations General Assembly Resolution 76/19 (2021) on responsible State behavior in the use of information and communications technologies, which both States have on prior occasions invoked in diplomatic correspondence as reflective of binding due-diligence obligations; and
 - bilateral trade exceeding USD 4.2 billion in 2025, with Omarikesh supplying approximately 30 per cent of the processed rare-earth compounds used in Montaverre's aerospace and defense manufacturing sector, creating an asymmetric economic interdependency frequently cited in each State's domestic political discourse.
6. The Republic of Atishava, located approximately 1,200 kilometers from Montaverre, is:
- a regional ally of Montaverre, with which it shares a defense cooperation treaty concluded in 2015;
 - the State of manufacture of aircraft ATA-912 (type R912), the aircraft targeted in the attack, built by Atishava Aerospace Industries, a private company;
 - the State of registry for the aircraft in question; the State of nationality of 156 of the 162 persons on board the targeted aircraft; and
 - the home State of the insurance and reinsurance consortium that underwrote aircraft ATA-912's hull and liability cover, at an insured hull value of approximately USD 95 million.

B. The Annual Commemoration and Air Show

7. On 10 September 2026, Montaverre held its annual National Unity Day commemorations in Capital City, featuring:
- a traditional air show performed by the Montaverrian Armed Forces;
 - the planned public announcement of Montaverre's new "Stormhawk" fifth-generation fighter jet;
 - a coordinated formation of 1,000 locally manufactured drones, model Halcyon-X, manufactured by Meridian Aerosystems, a Montaverrian State-controlled enterprise,

programmed to render a symbolic likeness of the Stormhawk aircraft during a flyover above the Monument of the Eternal Flame;

- attendance by the Head of State of Montaverre, senior military leadership, and a foreign diplomatic delegation seated in an official viewing stand approximately 200 meters from the Monument; and
- certification of the Halcyon-X fleet and flight choreography by Montaverre's Civil Aviation Security Directorate on 5 September 2026, two days after Meridian Aerosystems had remotely pushed a routine firmware update to the fleet on 3 September 2026.

8. The drone display took place over the Monument of the Eternal Flame, approximately 8 kilometers from Capital City International Airport (IATA: XQZ; ICAO: ZZMV), Montaverre's principal international gateway, which remained fully operational throughout the event with no airspace restrictions or closures in place. A Notice to Airmen ("NOTAM") issued on 8 September 2026 advised of the drone display, but did not restrict or suspend commercial operations, consistent with the practice followed without incident at four previous editions of the display.

9. At the time of the attack, Capital City International Airport was handling an average of 45 aircraft movements per hour; multiple international flights, including Atishava Airlines aircraft ATA-912 on final approach; and standard air-traffic-control procedures, with no special security measures in place.

C. The Drones Incident and Aircraft Targeting

10. At approximately 14:37:02 UTC, as the drone formation approached the Monument of the Eternal Flame, telemetry logs later recovered from Meridian Aerosystems' ground-control station show that, within a two-second window, the drones began to deviate from their programmed flight paths. Video footage from at least eleven public and official cameras, together with the recovered telemetry, indicates that the formation split into two distinct groups through what appears to have been pre-programmed flight-path modifications, the means of introduction of which remain undetermined (see paragraph 13(a) below):

- a. Primary Group (approximately 700 drones): continued toward the Monument of the Eternal Flame, spinning out of control and crashing into the monument within 90 seconds, causing:

- i. structural damage to the Monument of the Eternal Flame, including the collapse of its northern colonnade;
 - ii. 47 civilian fatalities from falling debris, including a member of the accompanying foreign diplomatic delegation; and
 - iii. 112 injuries requiring hospitalization.
 - b. Secondary Group (approximately 300 drones): changed course toward Capital City International Airport. This group:
 - i. travelled approximately 8 kilometers from the vicinity of the monument to the airport in 96 seconds, implying a sustained ground speed of approximately 300 kilometers per hour, exceeding the Halcyon-X's certified maximum operating speed of 210 kilometers per hour;
 - ii. maintained a coordinated formation with a lateral spread of less than 40 meters throughout the transit, according to Montaverre's National Security Agency radar reconstruction and the Montaverrian Air Navigation Service Provider recording; and
 - iii. targeted an aircraft of type R912, registration ATA-912, manufacturer's serial number 9876, operated by Atishava Airlines, that was on final approach for landing.
11. Aircraft ATA-912 (type R912, manufactured by Atishava Aerospace Industries in the Republic of Atishava), had departed from New Atishava International Airport (IATA: NAT; ICAO: ZZFA) at 12:45:32 UTC; 156 passengers (all Atishava nationals) and 6 crew members (mixed nationalities) on board; been cleared for landing by Montaverre Air Traffic Control at 14:35:17 UTC; and no knowledge of any drone activity at the time of approach; the cockpit voice recorder, recovered on 12 September 2026, records the flight crew's first reference to "unidentified objects" at 14:38:47 UTC, 20 seconds before impact.
12. At 14:39:07 UTC, as aircraft ATA-912 was at approximately 500 feet on final approach to Runway 09L, the secondary group of drones converged on the aircraft's flight path; multiple drones collided with the aircraft's fuselage, wings, and both engines, with the flight data recorder registering near-simultaneous loss of thrust on both engines within a 1.4-second interval; the collisions caused a catastrophic loss of control; the aircraft crashed approximately 2 kilometers short of the runway threshold, within Montaverrian territory; and the crash resulted in the complete

destruction of the aircraft and the death of all 162 persons on board, including 156 Atishava nationals and 6 crew members of mixed nationality.

13. Preliminary investigations conducted by Montaverre’s National Security Agency (“NSA”), in charge of investigations and forensics related to information-security events targeting Montaverre’s aviation stakeholders; Montaverre’s Transport Safety Board (“MTSB”); Atishava’s Aircraft Accident Investigation Bureau; and a joint technical team operating under an international civil aviation fact-finding framework convened at the Council level of the International Civil Aviation Organization revealed that:

- a. Drones: all 1,000 drones had been compromised prior to the event through:
 - i. firmware modifications during the 3 September 2026 software update pushed from Meridian Aerosystems;
 - ii. physical access during scheduled maintenance at Montaverre’s primary drone-maintenance facility between 20 and 25 August 2026; and
 - iii. supply-chain interception of drone flight-controller components sourced from a third-country supplier between March and June 2026.

The investigation was unable to determine conclusively which vector was operative, or whether multiple vectors were used in combination.

- b. Explosives: approximately 100 drones had been fitted with RDX-based explosive charges. Forensic analysis found that the chemical composition was *consistent with* military-grade RDX produced by manufacturers known to operate in Omarikesh, and that the impurity profile resembled one associated with Omarikesh’s defense industry. A partial batch number (OM-2025-RDX-11...) suggested a possible link to the Omarikesh Ordnance Factory; however, records were incomplete, and Omarikesh has produced evidence that a quantity of RDX from the relevant production period was diverted in a documented 2025 theft from a third-country transshipment facility. The investigation could not exclude that the explosives were obtained through this or another third-party source.
- c. Control Systems: the drones’ flight-control systems had been hijacked through:
 - i. Global Navigation Satellite System (“GNSS”) spoofing using meaconing techniques to provide false position data;

- ii. command-and-control (“C2”) link injection in the 2.4 GHz and 5.8 GHz ISM bands; and
 - iii. exploitation of two zero-day vulnerabilities in the drones’ firmware, one of which had reportedly been disclosed in a closed-door briefing to Omarikesh’s national cyber-defense authority under a since-lapsed 2020 information-sharing arrangement.
- d. Coordination: the entire operation demonstrated:
 - i. precise timing to the second, drone interception timed to coincide precisely with the aircraft’s most vulnerable phase of flight;
 - ii. knowledge of aircraft ATA-912’s flight path and timing, apparently obtained through unauthorized access to Montaverre Air Traffic Control’s flight-data-processing system nine days before the attack;
 - iii. access to real-time flight data; and
 - iv. the ability to coordinate actions across an 8-kilometer distance.
- e. Airspace Management: despite the ongoing drone incident:
 - i. no airspace closure or restriction was implemented;
 - ii. air-traffic control continued normal operations;
 - iii. no warnings were issued to aircraft in the area; and
 - iv. the airport remained fully operational throughout the incident.
- f. Leaked Documentation: a memorandum, purportedly originating from a unit within Omarikesh’s Ministry of Defense and published by an anonymous whistleblower platform on 16 September 2026, described a contingency framework for “kinetic-adjacent, deniable operations” against “adversary unmanned aerial assets and their supporting infrastructure.” Omarikesh has stated that the document is either fabricated or, if genuine, reflects a preliminary planning paper that was never approved or implemented.

D. Technical Evidence of the Cyber Attack

14. Forensic analysis revealed sophisticated cyber-physical attack characteristics:
 - a. Attack Vector: the operation drew on methodology from previous large-scale supply-chain compromises, featuring:
 - i. long-term implantation of malicious code in drone firmware;
 - ii. multi-stage payload delivery;
 - iii. zero network footprint of the drones during the dormant phase; and
 - iv. plausible deniability through legitimate-appearing control signals.
 - b. GNSS Spoofing Mechanism:
 - i. Meaconing Technique: rebroadcast of genuine GNSS signals with calculated delays;
 - ii. Dual Targeting: both the drones and aircraft ATA-912 received false GNSS data;
 - iii. Equipment Used: software-defined radios with 20-watt amplifiers; and
 - iv. Frequency Targets: GNSS L1 (1575.42 MHz) and GNSS L2 (1227.60 MHz), both allocated for radionavigation-satellite services under the ITU Radio Regulations.
 - c. C2 Link Injection:
 - i. Frequency: 2.4 GHz and 5.8 GHz ISM bands (common drone-control frequencies);
 - ii. Protocol Emulation: a commercial drone-control protocol emulated to mimic legitimate drone controllers; and
 - iii. Payload: commands overriding the programmed flight paths, with aircraft ATA-912's transponder signals intercepted and potentially manipulated.
 - d. Network Intrusion Path:
 - i. Primary Node: Internet Protocol ("IP") addresses registered to Omarikesh's Ministry of Communications (185.204.118.45 and 185.204.118.47);
 - ii. Satellite Relays: OmarikeshSat-1 and OmarikeshSat-2 communications satellites;

- iii. Secondary Node: a server in a neutral third country previously associated with operations of the APT group called “Desert Mirage”;
 - iv. Timing Server: synchronized with atomic-clock signals for precise coordination; and
 - v. Malware Signature: the implant, internally designated “Obsidian Falcon” by responding forensic teams, shares approximately 85 per cent of its code base with malware previously attributed to Desert Mirage in the 2023 incident referenced at paragraph 4(f) above.
- e. Dissenting Forensic Opinion: a private cybersecurity firm retained by Omarikesh published a rebuttal report on 20 September 2026 asserting that certain command signatures were consistent with tooling associated with a different, unnamed regional APT group, and suggesting the possibility that the attack had been staged to implicate Omarikesh. The Global Aviation Security Alliance, as referenced in paragraph 16, has disputed this rebuttal as methodologically unsound, noting that it relied on a smaller and non-independently verified malware sample.

E. Responses and International Reactions

15. Omarikesh has denied any involvement in the attack, stating that, the allegations are “politically motivated” and lack credible evidence; Omarikesh has no control over drone operations in Montaverre; the explosive signatures could be fabricated or copied from legitimate materials; the IP addresses may have been spoofed or compromised by third parties; as non-neighboring States, Omarikesh lacks the capability to conduct such operations in Montaverre; the targeting of the Atishava aircraft was a tragic coincidence; and the leaked memorandum referenced at paragraph 13(f) above is either fabricated or reflects an unadopted contingency paper with no operational effect.

16. An independent cybersecurity consortium, the Global Aviation Security Alliance, published a report on 14 September 2026, attributing the attack to Desert Mirage, a non-State APT group known to operate from Omarikesh territory. The report noted that the tactics, techniques, and procedures matched Desert Mirage’s known profile; Desert Mirage has previously demonstrated long-range cyber capabilities; the group maintains satellite communication links capable of enabling such operations; the sophistication of the attack suggests access to State-level resources; and Desert Mirage’s historical targeting pattern has, on each prior occasion, aligned

with Omarikesh's strategic and economic interests, though the report stopped short of concluding that Omarikesh directed or controlled the group's operations in this instance.

17. Atishava has issued strong protests to both Omarikesh and the international community, citing the deliberate targeting of its civilian aircraft; the loss of 156 of its citizens; violations of the Chicago Convention and the Montreal Convention; and the need for full international cooperation in the investigation. On 18 September 2026, Atishava additionally submitted a note verbale to Omarikesh reserving all rights to pursue claims for reparation in its own capacity and on behalf of the families of its deceased nationals.

18. Montaverre promulgated Emergency Regulation 03/26 on 11 September 2026, authorizing the interception and destruction of unauthorized drones in Montaverrian airspace; enhanced monitoring of all UAS operations; the suspension of all flights originating from or transiting through Omarikesh airspace; and mandatory cybersecurity audits for all drone operators.

19. On 12–13 September 2026, Montaverre's air-defense systems detected and intercepted three additional drones approaching from international airspace; all three of which carried similar explosive payloads and compromised control systems; and debris that, on analysis, revealed RDX signatures similar to those described in paragraph 13(b) above, and GNSS-spoofing equipment.

20. The airspace over Capital City International Airport was never closed during the incident. Commercial flights continued to operate normally, with the exception of the Atishava Airlines aircraft ATA-912, which was brought down by the drone swarm. On 15 September 2026, following the failure of direct bilateral consultations held in a neutral third State on 13–14 September 2026, Montaverre transmitted a formal note verbale to the Ministry of Foreign Affairs of Omarikesh setting out the allegations summarized above; Omarikesh replied by note verbale on 17 September 2026, rejecting the allegations in their entirety and characterizing Montaverre's Emergency Regulation 03/26 as "a disproportionate and destabilizing unilateral measure."

F. Custody of Evidence and the Annex 13 Investigation

21. Montaverre's National Security Agency recovered debris from both the monument site and the airport crash site, including fragments of drone flight-controller boards, RDX residue, and aircraft ATA-912's flight data and cockpit voice recorders. Montaverre has retained exclusive physical custody of this material, characterizing it as evidence in an ongoing criminal and national-security investigation. Omarikesh, joined by Atishava, has requested full and independent access to the recovered components, invoking mutual cooperation obligations which, according to

Montaverre, apply, if at all, only by analogy, since Annex 13 to the Chicago Convention was drafted to govern the investigation of accidents and incidents rather than a deliberate, mixed cyber-and-kinetic attack. Montaverre has permitted Atishava's Aircraft Accident Investigation Bureau limited, supervised access to the flight data and cockpit voice recorders, but has declined to grant Omarikesh's investigators any access, citing the ongoing criminal investigation as a matter of Montaverrian domestic law. The Parties dispute whether, and to what extent, Annex 13 procedures and the general duty of international cooperation in air-accident and security investigations apply to the recovered material.

G. Impact on the Republic of Atishava and Third-Party Claims

22. Families of the 156 Atishava nationals killed aboard aircraft ATA-912, together with the estate of the deceased member of the foreign diplomatic delegation referenced at paragraph 10(a)(ii) above, have initiated or announced their intention to initiate civil proceedings in multiple jurisdictions against Meridian Aerosystems, Atishava Aerospace Industries, and the insurers and reinsurers of aircraft ATA-912. The insurance consortium referenced at paragraph 6(d) above has indicated that it will seek subrogated recovery from whichever State or non-State actor is ultimately found responsible for the loss of the aircraft. On 16 September 2026, Atishava publicly announced its intention to seek to intervene, pursuant to Article 62 of the Statute of the Court, in any proceedings instituted before the Court in respect of these events, asserting a legal interest as the State of manufacture and registry of aircraft ATA-912 and the State of nationality of the overwhelming majority of the victims.

III. LEGAL FRAMEWORK AND ALLEGED VIOLATIONS

A. Violation of Airspace Sovereignty (Article 1, Chicago Convention)

23. Montaverre alleges that Omarikesh violated Article 1 of the Chicago Convention through effective control over the drones operating in Montaverre's sovereign airspace; the use of those drones to conduct hostile acts against Montaverre's territory and aviation; and the failure to prevent Omarikesh's territory and resources from being used to launch the attack. Omarikesh responds that it exercised no control over the drones, that the compromise vectors identified at paragraph 13(a) remain undetermined and may have operated entirely within Montaverre's jurisdiction, and that it cannot be responsible for acts it neither directed nor could reasonably have prevented. The Court is asked to determine whether, on the evidence, the attack is attributable to Omarikesh and, if so, whether it constituted a violation of Montaverre's sovereignty.

B. Unlawful Interference with International Civil Aviation

24. Montaverre contends that the attack endangered and destroyed civilian lives and property, targeted an international commercial flight of a third State in Montaverre's airspace, and misused civil aviation infrastructure situated in Montaverre's own territory, contrary to the object and purpose of Article 4 of the Chicago Convention. Omarikesh denies any involvement in the attack and observes that, if the Court is not satisfied that the attack is attributable to it, no responsibility can arise under the Convention. The Court is asked to determine whether the attack, if attributable to Omarikesh, was inconsistent with Omarikesh's obligations under Article 4 of the Chicago Convention.

C. Breach of Annex 17 to the Chicago Convention (Aviation Security)

25. Montaverre alleges that Omarikesh's failure to prevent its territory from being used in connection with the attack is inconsistent with its obligations under Annex 17, including Standards 2.1.1–2.1.4 (establishment of an organization and implementation of regulations, practices and procedures to safeguard civil aviation against acts of unlawful interference, and responsiveness to increased threats); Standards 3.1.1–3.1.2 (the national civil aviation security program and the designation of an appropriate authority); Standard 4.2.1 and associated Standards under the heading "Measures relating to access control" (protection against unauthorized access); Standard 4.9.1 (identification of critical information and communications technology systems and data used for civil aviation purposes and, in accordance with a risk assessment, development and implementation of measures to protect them from unlawful interference); Recommended Practice

4.9.2 (ensuring that such measures protect the confidentiality, integrity and availability of the identified critical systems and data, including security by design, supply-chain security, network separation and the protection of remote access capabilities); and Standard 2.4.4 (procedures to share with other Contracting States, in a timely manner, threat information applicable to their aviation security interests), having regard to the apparent prior disclosure of one of the exploited zero-day vulnerabilities to Omarikesh's national cyber-defense authority referenced at paragraph 13(c)(iii) above. Omarikesh responds that it maintains a national civil aviation security program and an appropriate authority in conformity with Annex 17; that the compromise vectors identified in paragraph 13(a) were not shown to have operated from its territory; that the 2020 information-sharing arrangement lapsed and its records were destroyed, so that any link between the disclosed vulnerability and the attack is speculative; and that Recommended Practice 4.9.2 is, by its nature, not binding. The Court is asked to determine whether Omarikesh failed to discharge any binding obligation under Annex 17 with respect to the events at issue.

D. Violation of the Montreal Convention 1971

26. Montaverre contends that the use of explosives and the targeting of aircraft ATA-912 constitute the unlawful and intentional destruction of an aircraft in service, contrary to Article 1(1)(b) of the Montreal Convention; the placing of a device likely to destroy an aircraft in service, contrary to Article 1(1)(c); and acts against the safety of civil aviation, and that pursuant to Articles 3 and 5 Omarikesh has failed to discharge its obligations of prosecution or extradition with respect to any individuals identified as responsible. Omarikesh responds that it has opened its own criminal investigation, that no individual has yet been identified to its satisfaction as responsible, and that the *aut dedere aut punire* obligations presuppose the presence of a suspect within its jurisdiction, which has not been established. The Court is asked to determine whether the events fall within the Montreal Convention and whether Omarikesh has complied with its obligations thereunder.

E. Violation of the Rome Convention 1952

27. Montaverre submits that the damage caused to third parties on the surface at the Monument of the Eternal Flame, and the destruction of aircraft ATA-912, engage Omarikesh's responsibility under the Rome Convention for damage caused by foreign aircraft to third parties, and that the Convention's principles of compensation for surface damage apply a fortiori where the damage results from the deliberate weaponization of aerial platforms attributable to a foreign State. Omarikesh responds that the Rome Convention governs liability of the operator of a foreign

aircraft for accidental damage, that aircraft ATA-912 was an Atishava-registered aircraft destroyed by drone attack rather than by its own operation, and that the Convention cannot be extended to conduct of the kind alleged. The Court is asked to determine the proper scope of the Rome Convention and whether it applies to the damage at issue.

F. Violation of the Beijing Convention 2010

28. Montaverre contends that the attack constitutes an offence under the Beijing Convention 2010, in that the perpetrators unlawfully and intentionally used an aircraft in service for the purpose of causing death, serious bodily injury, or serious damage to property, contrary to Article 1(1)(a); used technological means to interfere with the operation of air navigation facilities, contrary to Article 1(1)(f), through the GNSS spoofing and command-and-control link injection described at paragraphs 13(c) and 14 above; and released or discharged a device or substance capable of causing death or serious injury, contrary to Article 1(1)(g), through the RDX-based explosives fitted to the compromised drones. Omarikesh responds that Article 1(1)(a) of the Beijing Convention concerns the use of an aircraft as a means of causing harm, whereas aircraft ATA-912 was the target rather than the instrument of the attack; that the interference provisions presuppose conduct attributable to a State party; and that in any event its conduct is not attributable. The Court is asked to determine whether the events, if attributable to Omarikesh, constitute offences under the Beijing Convention.

G. Violation of the ITU Constitution and Convention and the Radio Regulations 2024

29. Montaverre contends that the GNSS spoofing and command-and-control link injection described above constituted harmful interference with radiocommunication services within the meaning of Article 45 of the ITU Constitution and Article 15 of the ITU Radio Regulations 2024, in that signals were deliberately transmitted on frequencies allocated to radionavigation-satellite services (GNSS L1 and L2) with the object of degrading or falsifying those services, without license, coordination, or notification to the International Telecommunication Union or to Montaverre, contrary to the obligation of Member States under Article 45 to prevent harmful interference originating from stations under their jurisdiction. Omarikesh responds that the interfering transmissions have not been traced to stations under its jurisdiction; that no frequency assignment of its own was implicated; and that Member States' obligations under Article 45 are obligations of conduct – to prevent and take steps to stop interference of which they are aware – rather than strict liability for interference by unknown actors. The Court is asked to determine

whether harmful interference within the meaning of the ITU instruments occurred and, if so, whether it is attributable to Omarikesh and whether Omarikesh failed to take the preventive steps required of it.

H. Breach of Customary International Law

30. Omarikesh's actions violate the prohibition on the use of force under the UN Charter, Article 2(4), the drone-and-cyber-enabled attack having caused 209 deaths and extensive property destruction of a scale and effect comparable to conventional armed attacks; the duty to prevent transboundary harm; the obligation to cooperate in the suppression of unlawful acts; the principle of State responsibility for internationally wrongful acts, as codified in the International Law Commission's Articles on Responsibility of States for Internationally Wrongful Acts (2001); and the customary due-diligence obligation not knowingly to allow one's territory, or infrastructure and non-State actors operating from it, to be used to the detriment of the rights of other States.

I. State Responsibility for the Conduct of "Desert Mirage"

31. Montaverre submits, in the alternative and in addition to any finding of direct State conduct, that the conduct of Desert Mirage is attributable to Omarikesh on either of two available bases under the "effective control" standard, on the basis that the operation's precision, resourcing, and access to classified Montaverrian flight data are explicable only by direct Omarikesh State direction or control over the group's specific operations; or in the further alternative, under the "overall control" standard, on the basis that Omarikesh financed, equipped, and directed Desert Mirage's general operations, such that specific instructions with respect to this attack are not required for attribution.

32. Montaverre further submits that, even if the Court were not satisfied that Desert Mirage's conduct is directly attributable to Omarikesh under either standard, Omarikesh nonetheless bears independent responsibility for its own conduct in knowingly allowing Desert Mirage to operate from its territory and use State-controlled infrastructure – including the IP addresses and satellite relays identified at paragraph 14(d) above – without taking any measures to prevent, investigate, or suppress its activities, contrary to the due-diligence standard applicable to State toleration of harmful non-State conduct. Montaverre acknowledges that attribution findings of this nature require clear and convincing evidence, consistent with the applicable standard of proof, and submits that the cumulative technical, financial, and circumstantial evidence summarized in Part II above meets that standard.

J. Rights of Third States and Injured Aliens

33. The interests of the Republic of Atishava and its nationals, though not themselves the subject of this Application, inform the scope of reparation owed by Omarikesh. Montaverre submits that the Court's determination of Omarikesh's responsibility toward Montaverre necessarily encompasses reparation for injury to Atishava nationals occurring within Montaverrian territory as a direct and foreseeable consequence of Omarikesh's internationally wrongful conduct, without prejudice to any separate claim Atishava may bring in its own right or through intervention under Article 62 of the Statute of the Court.

IV. RELIEF SOUGHT

A. Montaverre's submissions

Montaverre respectfully requests the Court to adjudge and declare that:

1. Omarikesh violated Montaverre's sovereignty under Article 1 of the Chicago Convention and customary international law by conducting, or by knowingly allowing its territory and State-controlled infrastructure to be used to conduct, a long-range, cyber-enabled attack on Montaverre's airspace and aviation;
2. Omarikesh is responsible for the unlawful interference with international civil aviation; the use of explosives against civilian targets; the deliberate targeting of a commercial aircraft in flight; the endangerment of international aviation safety; and the unlawful interference with radiocommunication services contrary to the ITU Constitution and the Radio Regulations 2024;
3. Omarikesh bears international responsibility for the loss of life and damage arising from the attack on the monument; the destruction of the Atishava Airlines aircraft ATA-912 and the death of all persons on board; and all resulting damage to third parties, and must provide full reparation therefor;
4. Omarikesh must cease all hostile cyber operations targeting Montaverre; cooperate fully with international investigations, including by providing full and transparent access to any evidence in its possession or control; prevent its territory from being used for similar attacks; and take all necessary measures to identify, investigate, and, as appropriate, prosecute or extradite individuals responsible for the attack, consistent with its obligations under the Montreal and Beijing Conventions;
5. Omarikesh must compensate Montaverre and Atishava for all damages, including monument reconstruction and victim compensation; full compensation for the destruction of aircraft ATA-912 (USD 95 million) and for all 162 lives lost; economic losses arising from airspace disruption; cybersecurity upgrade costs; and any sums for which Montaverre, Meridian Aerosystems, or their insurers may ultimately be held liable to third parties, including the families of Atishava nationals and the insurers of aircraft ATA-912, as a consequence of Omarikesh's internationally wrongful conduct.

B. Omarikesh's position (as communicated by its note verbale of 17 September 2026)

Omarikesh respectfully requests the Court to adjudge and declare that:

1. Omarikesh did not violate Montaverre's sovereignty under Article 1 of the Chicago Convention or under customary international law, in that the attack was neither conducted by, nor directed or controlled by, Omarikesh or any of its organs or agents, and Omarikesh neither knew nor had reason to know, in advance of the attack, that its territory or infrastructure would or might be used for such purposes;
2. Omarikesh bears no international responsibility for the interference with international civil aviation; the use of explosives against civilian targets; the targeting of a commercial aircraft in flight; the endangerment of international aviation safety; or any interference with radiocommunication services, in that the conduct described has not been attributed to Omarikesh and no binding obligation of Omarikesh has been shown to have been breached;
3. Omarikesh bears no international responsibility for the loss of life, the destruction of aircraft ATA-912, or any other damage arising from the attack, and accordingly owes no reparation therefor;
4. Omarikesh has complied, and continues to comply, with its obligations under the Montreal and Beijing Conventions, including by opening its own criminal investigation into the events; and the evidence gathered by the preliminary investigations, being circumstantial and containing the undetermined elements identified at paragraph 13 above, does not meet the clear and convincing standard required for findings of attribution or responsibility against a State;
5. Montaverre's claims must be dismissed in their entirety, and, further, Omarikesh requests the Court to adjudge and declare that Montaverre's public attribution of the attack to Omarikesh, made pending investigation and without supporting proof, was unwarranted, and that Montaverre must refrain from further assertions of Omarikesh's responsibility unsupported by evidence, and must accord Omarikesh, in respect of the events at issue, the treatment consistent with the absence of any established internationally wrongful act.

V. JURISDICTION OF THE COURT

34. Both Montaverre and Omarikesh have accepted the jurisdiction of the International Court of Justice pursuant to Article 36, paragraph 2, of the Statute of the Court.

35. Atishava has indicated its intention to submit a request to the Court to be permitted to intervene under Article 62 of the Statute of the Court, in view of its significant legal interest as the State of manufacture and registry of the aircraft targeted in the attack.

Respectfully submitted,

On behalf of the Government of the Republic of Montaverre

[Signature of the Minister of Foreign Affairs]

Date: 20 September 2026