

THIRTY-SECOND ANNUAL WILLEM C. VIS-MOOT
INTERNATIONAL COMMERCIAL ARBITRATION MOOT

11-17 April 2025, Vienna

MEMORANDUM FOR RESPONDENT



**ATILIM
UNIVERSITY**

Case No: FAI Moot 100-2024

ON BEHALF OF:

Equatoriana RenPower Ltd

1 Russell Square

Oceanside

Equatoriana

RESPONDENT

AGAINST:

GreenHydro Plc

1974 Russell Avenue

Capital City

Mediterraneo

CLAIMANT

Mehmet Ferhat Alak ◉ Berrin Karadeniz ◉ Fatmanur Mavi

Yiğit Özen ◉ Berke Öztürk ◉ İhsan Batuhan Soydan

Selen Sözen ◉ Elena Üncüoğlu ◉ Fatma Duygu Ünlü



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REQUEST FOR RELIEF

140. In light of the above, RESPONDENT respectfully requests the Arbitral Tribunal to:

- (1)** find that the Arbitral Tribunal does not have the jurisdiction to hear the case and stay the proceedings in favor of mediation, or
- (2)** deem that the claim is inadmissible, if the Arbitral Tribunal finds itself competent, and
- (3)** exclude Exhibit C7 and admit Exhibit R3, and
- (4)** find that CISG is not applicable to PSA, and
- (5)** find that the Parties have validly excluded CISG in their choice of law, and
- (6)** order CLAIMANT to bear the cost of arbitration.

CERTIFICATE OF AUTHENTICITY

We hereby confirm that this Memorandum was written only by the persons whose names are listed below and who signed this certificate. We also confirm that we did not receive any assistance during the writing process from any person who is not a member of this team.



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