

**Questions Relating to
the River Scaldis
(Avifull/Rusteya)**



SURANA & SURANA INDIA ROUNDS
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Thirty-First Annual
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Moot Court Competition
2026–2027



THE REGISTRAR TO
THE MINISTER OF FOREIGN AFFAIRS OF AVIFULL
AND
THE MINISTER OF FOREIGN AFFAIRS OF RUSTEYA

The Hague, 30 July 2026.

I have the honour to acknowledge receipt of the joint notification dated 25 June 2026 by which the Governments of Avifull and Rusteya jointly notified to the Court the Special Agreement between them to submit to the International Court of Justice a dispute concerning “questions relating to the River Scaldis”. I have the honour further to inform you that the case has been entered in the General List of the Court under No. 231, with the title *Questions Relating to the River Scaldis (Avifull/Rusteya)*. By an Order of 28 July 2026, the Court, having regard to the provisions of the Special Agreement concerning the procedure and to the agreement expressed by the Parties at a meeting held with the President, fixed 16 November 2026 as the respective time-limit for the filing of memorials. Oral proceedings are scheduled for 15–17 April 2027.

/s/

Registrar
International Court of Justice

JOINT NOTIFICATION, DATED 25 JUNE 2026, ADDRESSED TO
THE REGISTRAR OF THE COURT

The Hague, 25 June 2026.

On behalf of the Government of Avifull and the Government of Rusteya, and in accordance with Article 40, paragraph 1, of the Statute of the International Court of Justice, we have the honor to transmit to you a signed original of the Special Agreement Between Avifull and Rusteya for Submission to the International Court of Justice of Differences Between Them Concerning Questions Relating to the River Scaldis, signed at Ghent, Belgium, on 25 June.

For Avifull:

/s/

A. Sterix
Minister of Foreign Affairs

For Rusteya:

/s/

O. Belix
Minister of Foreign Affairs

SPECIAL AGREEMENT
BETWEEN
AVIFULL
AND
RUSTEYA
FOR SUBMISSION TO THE
INTERNATIONAL COURT OF JUSTICE
OF DIFFERENCES BETWEEN THEM CONCERNING
THE RIVER SCALDIS

The Government of Avifull and the Government of Rusteya (hereinafter referred to as “the Parties”),

Recalling that Avifull and Rusteya are Members of the United Nations and that the Charter of the United Nations calls on Members to settle international disputes by peaceful means,

Noting that Avifull and Rusteya are Parties to the Treaty of 19 April 1849 between Avifull and Rusteya Concerning the Separation of the Respective Territories,

Emphasizing that Avifull and Rusteya are Parties to the Convention on Wetlands of International Importance especially as Waterfowl Habitat,

Considering that Avifull and Rusteya are Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes,

Bearing in mind that Avifull and Rusteya are Parties to the Convention on the Law of the Non-navigational Uses of International Watercourses,

Recognizing that differences have arisen between Avifull and Rusteya concerning the River Scaldis,

Acknowledging that Avifull and Rusteya have been unable to settle their differences through negotiation,

Desiring that the International Court of Justice, hereinafter referred to as “the Court,” consider these differences,

Desiring further to define the issues to be submitted to the Court,

Have agreed as follows:

Article I

The Parties agree to submit the questions contained in Annex A of this Special Agreement to the Court pursuant to Article 36, paragraph 1, of the Statute of the International Court of Justice. The Parties agree that the Court has jurisdiction to decide this dispute and that they will not dispute the Court's jurisdiction in the written or oral proceedings.

Article II

1. The Court is requested to settle this dispute in accordance with Article 38, paragraph 1, of its Statute.
2. The Court is requested to settle this dispute based on the Agreed Statement of Facts, attached as Annex A, which is an integral part of this Agreement.
3. The Parties shall also request the Court to determine the legal consequences, including the rights and obligations of the Parties, arising from any judgment on the questions presented in this matter.

Article III

1. The proceedings shall consist of written pleadings and oral hearings.
2. The written pleadings shall consist of memorials to be submitted simultaneously to the Court by the Parties.
3. The written pleadings shall be consistent with the Rules for the 2026–2027 Stetson International Environmental Moot Court Competition (International Finals).
4. No changes may be made to any written pleading after it has been submitted to a national or regional round. A written pleading submitted to the International Finals must be an exact copy of the written pleading submitted to the national or regional round.
5. Any written pleadings or oral arguments that include fictitious sources, quotations, information, and/or facts will be subject to significant penalties, including up to disqualification.

Article IV

1. The Parties shall accept the Judgment of the Court as final and binding upon them and shall execute it in its entirety and in good faith.
2. Immediately after the transmission of the Judgment, the Parties shall enter into negotiations on the modalities for its execution.

3. If the Parties are unable to reach agreement within six months, either Party may request the Court to render an additional Judgment to determine the modalities for executing its Judgment.

Article V

This Special Agreement shall enter into force upon signature.

DONE at Ghent, Belgium, this 25th day of June 2026, in three copies, each in the English language, and each being equally authentic.

For Avifull:

/s/
A. Sterix
Minister of Foreign Affairs

For Rusteya:

/s/
O. Belix
Minister of Foreign Affairs

ANNEX A

1. Avifull and Rusteya are bordering sovereign states located on the coast of the Germanicus Sea. From 1648 until 1849, Avifull and Rusteya were provinces of a single state, the Kingdom of Evirr. In 1835, after an armed rebellion that lasted several years, Avifull and Rusteya separated from the Kingdom of Evirr and established an independent state, the Avifull-Rusteya Commonwealth. In 1849, Avifull and Rusteya agreed to peacefully separate and became independent states, in accordance with the Treaty of 19 April 1849 between Avifull and Rusteya Concerning the Separation of the Respective Territories (Treaty of Separation).
2. Avifull has a population of approximately 12 million people. Under the World Bank's classification system, Avifull is a high-income country.
3. Rusteya has a population of approximately 18 million people. Under the World Bank's classification system, Rusteya is a lower-middle-income country.
4. As indicated in Annex B, the River Scaldis is the boundary between the northern border of Avifull and the southern border of Rusteya. The River Scaldis has been important for navigation and trade for at least two millennia, used by both the Romans and the Vikings. From 1833–1835, naval forces of the Kingdom of Evirr blockaded the River Scaldis Estuary, preventing the transit of ships, thereby causing severe economic hardship to Avifull.
5. Werpant is a port city in Avifull on the River Scaldis, approximately 75 kilometers from the Germanicus Sea. Because Werpant offered access to the interior of the continent via inland waterways, roads, and beginning in the late 19th century, rail, the city became the region's busiest port.
6. The city of Mokum, located on the Germanicus Sea in Rusteya, has traditionally been the second busiest port in the region.
7. The 1849 Treaty of Separation addressed matters concerning the River Scaldis. In relevant part, it provided:

The river systems and streams which separate or traverse both the Avifull and Rusteya territory shall be maintained for navigation. All matters related to the River Scaldis shall be managed by a Joint Commission, whose members shall be appointed by both nations. This commission shall attend to the preservation of the channels, the maintenance of navigability, and the execution of the necessary works so that ships heading to or from Werpant suffer no hindrance or obstruction.
8. The Joint Commission consists of six members, three appointed by Avifull and three appointed by Rusteya. Since 1850, the Joint Commission has interpreted the term "necessary works" to include dredging for navigation purposes. The Parties now disagree, however, over the extent of the dredging required by the Treaty of Separation.

9. The Joint Commission makes recommendations to the Parties regarding what works are necessary for navigation purposes. It does not have the authority to direct or compel a Party to undertake or approve any works, including dredging.
10. In 1849, the average merchant ship, primarily clipper ships, that sailed the River Scaldis to reach Werpant measured up to 45–60 meters in length and required six to seven meters of draft (draught).
11. In the 1880s and 1890s, larger steam-powered vessels replaced clipper ships as the primary merchant ships using the River Scaldis to reach Werpant. During that era, the Joint Commission recommended dredging the river mouth to allow larger vessels to reach Werpant. Both Parties approved and conducted such works in their respective territories.
12. Beginning in the 1950s, the use of containerships became more common. Such vessels required an eight-meter draft. At that time, the Joint Commission made recommendations regarding dredging the mouth of the river to allow containerships to reach Werpant. Both Parties approved and conducted such works in their respective territories.
13. In the 1980s, the Joint Commission made recommendations regarding dredging the mouth of the river to allow Panamax containerships, which require a 12-meter draft, to reach Werpant. Both Parties approved and conducted such works in their respective territories.
14. In 2013, the Joint Commission made recommendations for additional dredging to allow Ultra Large Container Ships (ULCSs), which require a 16-meter draft, to reach Werpant. Avifull implemented the Joint Commission's recommendations; Rusteya did not. Consequently, ULCSs are not able to transit the River Scaldis. ULCSs are able to utilize the port in Mokum.
15. Avifull and Rusteya are Members of the United Nations (UN) and are Parties to the Statute of the International Court of Justice (ICJ).
16. Avifull and Rusteya are Parties to the Vienna Convention on the Law of Treaties.
17. Avifull and Rusteya are Parties to the Convention on Wetlands of International Importance especially as Waterfowl Habitat (Ramsar Convention), each ratifying the Ramsar Convention in 1975, becoming Parties to the Ramsar Convention in the same year.
18. Avifull and Rusteya are Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes (Water Convention), each ratifying the Water Convention in 1996, becoming Parties to the Water Convention in the same year.
19. Avifull and Rusteya are Parties to the Convention on the Law of the Non-navigational Uses of International Watercourses (Watercourses Convention), each ratifying the Watercourses Convention in 2014, becoming Parties to the Watercourses Convention in the same year.

20. In 2014, Rusteya designated its portion of the River Scaldis Estuary (located at the mouth of the River Scaldis) as a Wetland of International Importance (Ramsar Site) under the Ramsar Convention, in accordance with its domestic laws and procedures. The Ramsar Sites Information Service provides the following summary description of the site:

The River Scaldis Estuary Ramsar Site covers the entire estuary of the River Scaldis in the territory of Rusteya, stretching 60 kilometers from the Germanicus Sea; it is one of the largest and most intact salt marshes in the region. It also includes the corresponding portion of the River Scaldis in the territory of Rusteya. The extensive mudflats and sandbanks regularly support more than 150,000 wintering waterbirds and more than 1% of the respective biogeographic populations of 20 bird species, as well as many other endangered breeding birds. The mudflats support endangered mollusks, and the estuary is an important spawning ground for migratory fish including the critically endangered jaggedtooth royal sawfish (*Pristis maximus*). Human uses of the Site include birdwatching, ecotourism, commercial fisheries, shipping, conservation, and research. The main threats to the ecological character of the Site are posed by the extension of harbors, dredging and canalization, the construction of wind farms, pollution, and eutrophication.

21. Avifull has not designated its portion of the River Scaldis Estuary a Wetland of International Importance.
22. Beginning in 2014, Rusteya has regularly requested, through appropriate diplomatic channels, that the Treaty of Separation be adapted to the Water Convention, in accordance with Article 9 of the Water Convention. Similarly, Rusteya has regularly requested, through appropriate diplomatic channels, that the Treaty of Separation be harmonized with the Watercourses Convention, in accordance with Article 3.2 of the Watercourses Convention. Avifull has consistently declined to adapt or harmonize the Treaty of Separation.
23. In 2015, Rusteya suspended all dredging operations in its portion of the River Scaldis Estuary, citing the obligation to maintain the ecological character of the Ramsar Site.
24. In 2016, the Joint Commission reported that a natural consequence of the cessation of dredging would be a siltation buildup at the mouth of the river, forming shallow sandbars. The Joint Commission estimated that, if no dredging occurred in the territory of Rusteya, the River Scaldis would be inaccessible to Panamax vessels in the 2025–2026 timeframe.
25. The Parties regularly discussed the issue of dredging but reached no resolution. Beginning in January 2026, Panamax containerships that planned to transit to Werpant were rerouted to Mokum. Containership traffic to Werpant has been reduced by 50 percent and shipping volume, measured by TEU capacity (Twenty-Foot Equivalent Unit), declined by 70 percent.
26. On 2 February 2026, the following diplomatic note was forwarded to the Government of Rusteya:

The Embassy of Avifull presents its compliments to the Government of Rusteya and wishes to convey its continuing concerns about an increasingly serious matter regarding the River Scaldis. As you are well aware, we have now reached the point where Panamax vessels can no longer enter the Scaldis River safely.

The Government of Avifull once again demands that the Government of Rusteya fulfill its obligations under the Treaty of Separation. Dredging at the mouth of the River Scaldis in the territory of Rusteya must resume immediately to permit vessels, both Panamax and Ultra Large Container Ships, to transit to and from Werpant. Rusteya is hindering and obstructing such navigation in violation of its international obligations.

It is noted, with sadness and regret, that the situation is reminiscent of the 1833–1835 naval blockade by the Kingdom of Evirr, a painful memory of our nations’ shared history.

It is also noted that any attempt to invoke the Ramsar Convention as an excuse to refrain from complying with clear obligations under the Treaty of Separation is but a fig leaf that fails to cover the real reason for the violation of international law: the economic advantage that Mokum gains at the expense of Werpant.

Please accept the assurance of my highest consideration.

/s/ _____
Cat Anuda, Ambassador

27. On 1 March 2026, the following diplomatic note was forwarded to the Government of Avifull:

The Embassy of Rusteya presents its compliments to the Government of Avifull and has the honor to acknowledge receipt of the diplomatic note dated 2 February 2026.

As an initial matter, Rusteya has complied fully with its obligations under the Treaty of Separation. Indeed, the navigational channel at the mouth of the River Scaldis is larger and deeper than it was in 1849, when our nations peacefully separated. Rusteya is only obligated to maintain the channel as it existed in 1849.

Nothing in the Treaty of Separation suggests that Avifull is entitled to a navigational channel of infinite depth. Moreover, the Treaty of Separation must be interpreted and applied in light of evolving environmental standards—including those articulated in the Water Convention and the Watercourses Convention. For example, Article 2.2 of the Water Convention requires Parties to “ensure conservation and, where necessary, restoration of ecosystems.” Refraining from dredging allows the ecosystem to heal and restore itself, and it supports the United Nations Decade of Ecosystem Restoration.

Relatedly, Article 23 of the Watercourses Convention provides that Parties “take all measures with respect to an international watercourse that are necessary to protect and preserve the marine environment, including estuaries[.]” We point out that, in particular, dredging would be detrimental to the continued existence of the jaggedtooth royal sawfish, classified as critically endangered on the IUCN Red List, and its habitat.

Such provisions—which Avifull has agreed to—are why the Government of Rusteya has repeatedly invited the Government of Avifull to adapt the Treaty of Separation to the Water Convention, in accordance with Article 9 of the latter. Similarly, the Government of Rusteya has repeatedly invited the Government of Avifull to harmonize the Treaty of Separation with the Watercourses Convention, in accordance with Article 3.2 of the latter. Yet Avifull has declined to do so.

In closing, we emphasize that, as explained in Ramsar Resolution XI.9, the Ramsar Convention obligates Rusteya to maintain the ecological character of the River Scaldis Estuary, a Wetland of International Importance. It is important to note that, under Article 3.1 of the Ramsar Convention, the duty to conserve such Ramsar Sites extends to all Ramsar Contracting Parties. Accordingly, the duty to conserve the River Scaldis Estuary applies to Avifull as well. Any efforts by Avifull to damage the Ramsar Site run afoul of its international obligations.

Please accept the assurance of my highest consideration.

/s/
Z. A. Agvis, Ambassador

28. On 3 March 2026, the Government of Avifull sent a diplomatic note to the Government of Rusteya that stated in part:

With respect to the suggestion that Avifull must somehow jettison the provisions of a long-standing treaty, adapting or harmonizing them to the Water and Watercourses Conventions, it is instructive to examine the text of those conventions. Article 9.1 of the Water Convention provides that “[t]he Riparian Parties shall . . . adapt existing ones [bilateral agreements], where necessary to eliminate the contradictions with the basic principles of this Convention, in order to define their mutual relations and conduct regarding the prevention, control and reduction of transboundary impact.” There is no contradiction between the Treaty of Separation and the Water Convention, and thus no need to modify the former.

Similarly, Article 3.1 of the Watercourses Convention makes it clear that “nothing in the present Convention shall affect the rights or obligations of a watercourse State arising from agreements in force”—such as the Treaty of Separation. And Article 3.2’s gentle statement regarding harmonization is expressed with the permissive “may.”

The arguments regarding the Ramsar Convention are equally without merit. Rusteya's decision to designate an area as a Ramsar Site is an internal decision by that State. Although Rusteya has the authority to do so under its domestic laws, it may not then rely upon that designation to justify a violation of international law. As stated in Article 27 of the Vienna Convention on the Law of Treaties, "[a] party may not invoke the provisions of its internal law as justification for its failure to perform a treaty."

With respect to the argument that Article 3.1 of the Ramsar Convention imposes any duty on Avifull regarding the conservation of River Scaldis Estuary, the best interpretation is that the phrase "in their territory" applies to both Ramsar Sites and all other wetlands. That is, Article 3.1 speaks only to a Contracting Party's obligations to wetlands within its own territory.¹

29. On 22 March 2026, the Government of Rusteya sent a diplomatic note to the Government of Avifull that stated in part:

Applying the Treaty of Separation in the manner that Avifull demands would be contrary to the Ramsar Convention, the Water Convention, and the Watercourses Convention. Under the doctrine of *lex posterior*, the more recent conventions control. Furthermore, Article 31 of the Vienna Convention on the Law of Treaties provides that treaty interpretation should take into account "any relevant rules of international law applicable in the relations between the parties." The Ramsar Convention and the water-related conventions are such "relevant rules of international law."

30. The Government of Avifull's response stated in part:

We object to the selective reading of the Vienna Convention on the Law of Treaties and note that Article 31 also emphasizes the importance of "any subsequent practice in the application of the treaty"—such as the practice to accommodate ships larger than those that existed in 1849.

The doctrine of *lex posterior* is inapplicable as there is no inconsistency between the Treaty of Separation and other relevant rules of international law, such as the Water Convention. The dredging activities cause no transboundary impact; instead, it is Rusteya's refusal to dredge that is causing a significant impact to Avifull. Accordingly, Rusteya has violated Article 2 of the Water Convention to "take all appropriate measures to prevent, control and reduce any transboundary impact." Rusteya is also violating its obligation under Article 5 of the Watercourses Convention to "utilize an international watercourse in an equitable and reasonable manner" and Article 7, which requires that Rusteya "take all

¹ Article 3.1 of the Ramsar Convention states: "The Contracting Parties shall formulate and implement their planning so as to promote the conservation of the wetlands included in the List, and as far as possible the wise use of wetlands in their territory."

appropriate measures to prevent the causing of significant harm to other watercourse States.” The failure to dredge is undoubtedly causing significant economic harm to Avifull.

31. The Government of Rusteya’s response stated in part:

We reject the contention that Rusteya has acted inconsistently with its obligations under the Water Convention and the Watercourses Convention. Initially, we observe that “transboundary impact” under the Water Convention is defined as “any significant adverse effect on the environment resulting from a change in the conditions of transboundary waters caused by a *human activity*” (emphasis added). Any economic impacts as a result of Rusteya’s decision not to dredge are not the proximate result of an action by humans; rather, they are caused by natural processes. In addition, we note that “transboundary impact” is defined expressly in the context of environmental impacts. Under the Water Convention, “transboundary impact” does not include economic impacts.

Similarly, in the context of the Watercourses Convention, Rusteya is not “utilizing” an international watercourse to cause “significant harm” to Avifull. Utilization requires some human activity; here nature is passively being permitted to take its course. Moreover, as elucidated in Article 21, “significant harm” contemplates adverse impacts to the environment from pollution. Here, too, “significant harm” does not reach economic impacts.

32. The Government of Avifull’s response stated in part:

Rusteya cannot simply invoke nature to avoid its international obligations under the Water Convention. States have long been held responsible for their failure to act. See, e.g., *Corfu Channel (U.K. v. Alb.)*, 1949 I.C.J. 4 (Apr. 9). Similarly, a restoration project constitutes “utilization” of a watercourse. Indeed, Rusteya has described the “human uses” of the River Scaldis Estuary Ramsar Site as including ecotourism.

33. As a result of further discussions and negotiations, the Parties agree to submit the following questions to the ICJ:

- A. Whether, and to what extent, Rusteya has an obligation under international law to dredge the River Scaldis;
- B. Whether Avifull’s request for Rusteya to dredge the River Scaldis is in accordance with its international legal obligations;
- C. Whether Rusteya’s decision not to dredge constitutes “human activity” within the meaning of the Water Convention or “utilization” within the meaning of the Watercourses Convention; and

D. Whether Rusteya’s decision not to dredge has caused “transboundary impact” within the meaning of the Water Convention or “significant harm” within the meaning of the Watercourses Convention.

34. The Parties are expected to address the provisions of the conventions referred to in this Annex but are not required to present their arguments in the order above.

ANNEX B

