



Government Law College, Mumbai
STUDENTS FOR THE PROMOTION OF INTERNATIONAL LAW
(SPIL), MUMBAI

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INTRA JUDGMENT DELIBERATION COMPETITION, 2026

COMPETITION MODULE

IN THE INTERNATIONAL COURT OF JUSTICE



REPUBLIC OF STELLARIA

Applicant

Versus

FEDERATION OF COSMORA

Respondent



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1. The Republic of Stellaria ("**Stellaria**") is a developed State in the Northern Hemisphere with a population of 38 million. Its territory extends across a vast Arctic and sub-Arctic region, including sparsely populated indigenous territories. Stellaria is a party to the Outer Space Treaty (1967), the Liability Convention (1972), the Registration Convention (1976), the Rescue Agreement (1968), and the Partial Test Ban Treaty (1963). Stellaria accepts the compulsory jurisdiction of the International Court of Justice.
2. The Federation of Cosmora ("**Cosmora**") is a major spacefaring State with an extensive space programme, including both civilian and military components. Cosmora operates a constellation of ocean surveillance satellites, some of which use nuclear power sources for radar operations. Cosmora is a party to all major UN space treaties and accepts the compulsory jurisdiction of the ICJ, though with a reservation excluding disputes concerning its national defence activities.
3. The Dominion of Nebulia ("**Nebulia**") is a developing island State in the Southern Pacific with a population of 2.3 million. Nebulia has no space programme of its own but operates a single communications satellite launched through a foreign provider. Nebulia is a party to the Outer Space Treaty and the Liability Convention. Nebulia has accepted the compulsory jurisdiction of the ICJ.
4. On 18 September 2025, Cosmora launched Satellite COS-954 from the Baikonur Cosmodrome under a launch agreement with a foreign launch provider. The satellite was a radar ocean reconnaissance satellite (**RORSAT**) designed to track naval vessels and submarines. It carried a compact nuclear reactor containing approximately 50 kilograms of highly enriched uranium-235 to power its radar systems.
5. The satellite was registered by Cosmora under the Registration Convention on 25 September 2025. The registration did not disclose the presence of the nuclear power source. Cosmora's domestic law classified the satellite's mission and technical specifications as state secrets.
6. On 6 January 2026, while COS-954 was orbiting at approximately 250 kilometres altitude, it experienced sudden depressurisation. Cosmora's ground control lost telemetry contact with the satellite. An internal Cosmoran investigation later concluded



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that the depressurisation was caused by a collision with a piece of space debris, likely a fragment from a previously launched Cosmoran satellite. The investigation report was never made public.

7. On 8 January 2026, Cosmora's space agency determined that COS-954 had lost attitude control and was descending. Its orbit was decaying. Cosmora calculated that the satellite would re-enter the Earth's atmosphere within two to three weeks. Based on the last known orbital path, the probable re-entry zone included the Arctic region, including Stellarian territory, and the North Pacific Ocean.
8. On 10 January 2026, Cosmora notified the Republic of Orion (“**Orion**”), its principal adversary in the Cold War-era space rivalry, of the impending re-entry. Cosmora did not notify Stellaria or any other State. Cosmora later claimed that it had discharged its obligations by informing the leading State of the opposing alliance, which it expected would relay the warning to its allies.
9. On 11 January 2026, the Orion notified its NATO and OECD partners, including Stellaria, of the impending re-entry. Stellaria received this information approximately 36 hours after Cosmora had notified the Orion.
10. On 24 January 2026, COS-954 entered the Earth's atmosphere over Northern Stellaria. The satellite broke apart during re-entry. The nuclear reactor survived partial burn-up and scattered radioactive debris across a 600-kilometre swath of Stellarian territory, including a region inhabited by indigenous communities. The debris consisted of approximately 65 kilograms of radioactive material, including uranium-235, fission products, and plutonium-239.
11. Stellaria requested technical information from Cosmora about the satellite's nuclear core on 25 January 2026. Cosmora responded on 27 January 2026 by offering to participate in the cleanup operation. Stellaria declined Cosmora's offer and instead invited the Orion to assist. Cosmora provided only limited information about the reactor's specifications, claiming that further disclosure would compromise national security.
12. Stellaria conducted a large-scale search and recovery operation codenamed "Operation Northern Light" from January to October 2026. The operation involved:



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- Aerial surveys of 124,000 square kilometres
- Ground searches by 800 personnel
- Radiation monitoring of soil, water, and vegetation
- Decontamination of affected areas
- Health monitoring of indigenous communities
- Long-term environmental monitoring

The operation cost Stellaria approximately 18 million Dollars. The Orion contributed approximately 3 million Dollars in logistical support. Cosmora was not permitted to participate.

13. On 15 March 2026, Stellaria formally requested compensation from Cosmora in the amount of 18 million Dollars, representing the full cost of Operation Northern Light. Cosmora rejected the claim on 2 April 2026, arguing that:

- The satellite's re-entry was caused by an unforeseeable collision with space debris;
- Cosmora had complied with its obligations under international law;
- Stellaria's costs included items that were not "damage" under the Liability Convention;
- Cosmora was not obligated to compensate Stellaria for costs incurred in a cleanup operation that Cosmora had offered to join.

14. On 20 May 2026, Nebulia filed a separate claim against Cosmora, alleging that radioactive debris from COS-954 had contaminated its territorial waters in the North Pacific, causing damage to its fishing industry. Nebulia estimated its losses at 5 million Dollars.

15. On 10 June 2026, Stellaria and Cosmora concluded a Special Agreement submitting the dispute to the International Court of Justice. The parties agreed that the Court should determine:

- Whether Cosmora is liable for the damage caused by COS-954;
- The scope of recoverable damage under the Liability Convention;
- The principles governing compensation.



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16. Nebulia subsequently filed an application to intervene in the proceedings under Article 62 of the Statute of the ICJ, claiming an interest of a legal nature that might be affected by the Court's decision.
17. Cosmora objected to Nebulia's intervention, arguing that Nebulia's claim was separate and should be pursued through diplomatic channels or a separate proceeding.
18. Stellaria requests the Court to adjudge and declare:
 - a. That Cosmora is liable under Article II of the Liability Convention for the damage caused by COS-954 on Stellarian territory;
 - b. That Cosmora's failure to notify Stellaria of the impending re-entry violated Article IX of the Outer Space Treaty and the duty of cooperation;
 - c. That Cosmora's refusal to provide technical information about the satellite's nuclear core violated UN General Assembly Resolution 47/68 and the duty to cooperate;
 - d. That Cosmora must pay compensation of 18 million Dollars for the costs of Operation Northern Light;
 - e. That Cosmora must compensate Stellaria for future monitoring and remediation costs, estimated at 5 million Dollars over ten years;
 - f. That Cosmora must provide full disclosure of the satellite's technical specifications to enable Stellaria to assess long-term health and environmental risks.
19. Cosmora requests the Court to adjudge and declare:
 - a. That Cosmora is not liable under the Liability Convention because the damage was caused by an unforeseeable collision with space debris, and Cosmora is therefore exonerated under Article V;
 - b. That Stellaria's costs of Operation Northern Light include items that do not constitute "damage" under Article I of the Liability Convention, including:
 - General environmental monitoring costs;
 - Health monitoring of populations not exposed to radiation;
 - Costs incurred in a cleanup operation that Cosmora offered to join and Stellaria refused;
 - c. That Cosmora complied with its obligations under international law by notifying the Orion, which it reasonably expected would relay the warning to its allies;



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- d. That Cosmora has no obligation to disclose classified technical information about its military satellite;
 - e. That Nebulia's intervention should be rejected as it raises separate issues not within the scope of the Special Agreement.
20. Nebulia requests the Court to adjudge and declare:
- a. That Nebulia has a legal interest in the proceedings as a State affected by the radioactive debris from COS-954;
 - b. That Cosmora is liable for the damage to Nebulia's fishing industry;
 - c. That Nebulia should be permitted to intervene and present its claims.
21. On the basis of the facts presented and the claims brought before the Court, the International Court of Justice is called upon to adjudicate the following issues:
- 1. Whether the Court has jurisdiction over the dispute and whether Nebulia should be permitted to intervene.
 - 2. Whether Cosmora violated its obligations under the Outer Space Treaty and other international law.
 - 3. Whether and to what extent Cosmora is required to compensate Stellaria and Nebulia.