



THE 2025 MANFRED LACHS SPACE LAW MOOT COURT COMPETITION

INTERNATIONAL COURT OF JUSTICE

**Case Concerning the Legality of Space Activities in Conflicts**

**ADMETUS**

(APPLICANT)

**vs.**

**CRONUS**

(RESPONDENT)

AGREED STATEMENT OF FACTS



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### Case Concerning The Legality of Space Activities in Conflicts

#### Agreed Statement of Facts:

1. **Cronus** is a space-faring State and has actively facilitated and encouraged the growth of its commercial space sector. **Geryon** is a private space company, whose controlling interest is held by **Cronus**, but registered in another country, **Daphne**. In 2035, **Geryon** obtained a Launch License from **Cronus** for its Atlas Constellation. The national space law of **Cronus** stipulated that it is not a launching State when a launch is only licensed by it but does not take place from its territory or facilities.

2. **Geryon** spent the next five years launching, deploying and operating the Atlas Constellation, which constituted more than 100 satellites. These satellites were launched from a Launching Platform owned by **Daphne** and located in the high seas. These satellites were deployed in a low Earth orbit that crossed the orbits of other satellites and occasionally brought the Atlas satellites into relatively close proximity with other space objects. However, with its autonomous collision avoidance systems in place, **Geryon** did not consider its Atlas constellation to be a hazard to the safety of others' space activities. In 2042, **Geryon** was awarded a 10-year contract by the **Cronus** Ministry of Defense to provide military telecommunications services based on the Atlas Constellation.

3. The Republic of **Baton** has a security relationship with **Cronus**, but the two States have not entered into a formal collective defense agreement. **Baton** lacks the capabilities to independently develop and operate telecommunications satellites. In 2045, **Baton** and **Cronus**



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signed a bilateral agreement on space cooperation, in which **Cronus** agreed to provide unspecified telecommunications services to **Baton**.

4. **Admetus** is an archipelago island State with highly-developed space capabilities. In 2046, **Admetus** launched the Helios-1 satellite, which is owned and operated by a commercial company **Metis**, which is headquartered in **Admetus**. **Admetus** has a long history of territorial disputes with **Baton**. In April 2050, an armed conflict broke out between **Admetus** and **Baton** in the disputed waters and on disputed islands therein.

5. In June 2050, **Erato**, a State-owned communications company of **Baton**, signed a transponder lease with **Geryon** for the exclusive use of and access to several specified transponders on a number of satellites of the Atlas Constellation. **Baton's** military telecommunications services on the battlefield, including in the disputed waters and islands, were supported by **Erato** through this transponder access, which gave **Baton** a strategic advantage in the armed conflict with **Admetus**.

6. **Geryon** stated that it would use other transponders on the same satellites to provide telecommunications services for **Baton's** ambulances and medical helicopters providing humanitarian assistance to its civilians residing on the disputed islands. The Atlas Constellation did not provide any services to **Admetus**.

7. In July 2050, **Admetus** delivered a démarche to **Cronus**, protesting against the intervention of **Cronus** in the armed conflict between **Admetus** and **Baton** by allowing substantive support through **Geryon** to the military operations of **Baton**, and demanding an immediate cessation of all **Geryon's** services to the armed forces of **Baton**. **Admetus** also requested **Cronus** to investigate **Geryon's** activities in relation to the conflict.



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8. In September 2050, **Cronus** responded that **Geryon**'s provision of telecommunications services to **Baton** is a legitimate action based on commercial contracts and with a peaceful purpose. **Cronus** also asserted that **Geryon**'s business operations were completely lawful, and emphasized its intention to maintain friendly relations with **Admetus**.

9. In November 2050, **Admetus** addressed a Meeting of the First Committee of the UN General Assembly, where it strongly condemned **Cronus** for not stopping **Geryon**'s intervention, pointing out that the continuous engagement of **Geryon** in the armed conflict would lead to mistrust and misperception between **Admetus** and **Cronus** and irretrievably damage their relationship. **Admetus** urged **Cronus** to cease any telecommunications services to **Baton** and declared that it was reserving its rights under international law to take all necessary measures to protect its national security interests.

10. Both during the same meeting and subsequently, **Admetus** called on other States not to provide any relevant satellite services to the military of **Baton** and to ensure that commercial satellites under their jurisdiction and/or control would not provide such services. It stated that the failure and refusal to do so would be considered as a violation of the relevant State's neutrality obligations under international law. **Admetus** requested all relevant States to exercise a temporary "shutter control"<sup>1</sup> procedure for all telecommunications and remote sensing satellites over the conflict areas or any of **Admetus**'s territory, in order to prevent the use of these services to support **Baton**'s military actions against **Admetus**.

11. **Cronus**, through the operations of **Geryon**, continued to utilize the Atlas Constellation to provide **Baton** with telecommunications services. On 31 May 2051, **Admetus** conducted a

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<sup>1</sup> This would mean that these States might require their commercial space actors to suspend certain remote sensing and telecommunications services to avoid the suggestion that they were deliberately being utilized to assist in the conduct of the armed conflict



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jamming operation against an Atlas satellite by Helios-1 when it was in close proximity to this Atlas satellite, which significantly degraded its telecommunications services provided to the **Baton's** military.

12. On 4 June 2051, **Nestor**, a private Space Situational Awareness (SSA) service provider of **Cronus**, posted a video of this approach on social media. On 5 June, the **Cronus** Defense Minister described **Admetus'** actions as reckless, irresponsible and unprofessional behavior, which was inconsistent with the principle of peaceful use of outer space, and was a violation of international law. He also warned that **Cronus** would take necessary measures to protect its space assets from the threat of continued or further interference by **Admetus**.

13. On 6 June 2051, the **Admetus** Foreign Affairs Minister announced that Helio-1 had at all times maintained a safe distance from the Atlas Constellation satellite. She also advocated that it was inappropriate for a non-governmental entity to disclose sensitive information without the authorization of the responsible State – in this case **Cronus** – without any consultation on the matter. She reiterated the demand for the immediate cessation of **Geryon's** military telecommunications services to **Baton**, reserving the right of **Admetus** to take further measures in the interest of its security.

14. On 10 June 2051, **Cronus** submitted a paper to the United Nations Committee on the Peaceful Uses of Outer Space (UNCOPUOS) Space Traffic Coordination Working Group (STCWG)<sup>2</sup> during the 94<sup>th</sup> Session of UNCOPUOS. The paper proposed that the STCWG develop a non-legally binding document “Recommendations on the Development of an International Regime for STC” within its already-agreed five-years work plan.

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<sup>2</sup> Despite years of effort, agreement on a comprehensive STC regime still had not been achieved. The STCWG was established in 2049 by the Legal Subcommittee of UNCOPUOS.



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15. In its paper, **Cronus** repeated *verbatim* the rules originally proposed by **Admetus** at the United Nations Prevention of An Arms Race in Outer Space Open Ended Working Group (UN PAROS OEWG)<sup>3</sup> Meeting held in Geneva in November 2049. Included in these proposed rules were that “States should refrain from deliberately conducting laser dazzling, jamming, spoofing or any other hostile action against the space systems under others’ jurisdiction and control ”, and that “States should refrain from conducting Rendezvous and Proximity Operations (RPO), including close approaches, that involve the space objects of another State without prior notification, coordination and consent, or those performed after the affected State has requested consultation or cessation of the maneuver”.

16. On 10 June 2051, the delegation of **Admetus** to the STCWG opposed the proposal of **Cronus**, asserting that any discussion of these rules would fall outside of the mandate of UNCOPUOS. Her views were echoed by several other Member States of UNCOPUOS.

17. On 15 June 2051, in accordance with a direction from the Department of Defense of **Admetus**, Helios-1 conducted a test which involved releasing an approach-and-capture payload to rendezvous with a defunct **Admetus** military satellite, and deorbit it from LEO so that it would burn up in the Earth’s atmosphere. However, the capture payload did not function as planned and collided with the satellite, causing an explosion that created a debris field in LEO that partially intersected the orbit of the Atlas Constellation. Over the subsequent weeks, three Atlas satellites were destroyed when they passed through the debris field.

18. The damage to these satellites degraded the military telecommunications service provided by the Atlas Constellation severely compromising **Baton’s** military command-and-

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<sup>3</sup> The PAROS OEWG was established under the UNGA RES/103/38, which provided a series of voluntary rules to guide States’ space activities to promote the prevention of arms race in outer space, to avoid misperceptions and miscalculations among States in their activities in outer space and to prevent armed conflict in outer space.



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control systems. This enabled **Admetus** to achieve significant military gains. **Baton's** ambulances and medical helicopters providing humanitarian assistance on the battlefield were also affected, increasing the number of the injured who could not be reached and treated, as were the basic services provided by the Atlas Constellation to the civilian population of **Baton**.

19. On 17 June 2051, **Cronus** delivered a diplomatic note demanding that **Admetus** immediately refrain from further RPO tests and to compensate **Cronus** for all losses. In the absence of any response, one week later **Cronus** conducted a rendezvous and capture maneuver of Helios-1, capturing the satellite with a mechanical arm of one of its on-orbit servicing satellites. During the capture process, the solar panel of Helios-1 detached resulting in a total loss of function of Helios-1.

20. On 28 June 2051, a spokeswoman of the Ministry of Foreign Affairs of **Admetus** announced that the destruction of Helios-1 by **Cronus** was an act of war. She reiterated that **Admetus** would take any necessary self-defense measure in space or elsewhere. On the same day, the **Cronus** Minister of Foreign Affairs publicly denied that the two States were at war and claimed that its mechanical arm capture mission was only a response to the series of internationally wrongful acts taken by **Admetus** through Helios-1.

21. In an attempt to settle their disputes, **Admetus** and **Cronus** entered into bilateral negotiations, but failed to reach an agreement. **Admetus** subsequently initiated these proceedings by an application to the International Court of Justice (ICJ). **Cronus** accepted the jurisdiction of the ICJ, and the parties submitted this Agreed Statement of Facts.

22. **Admetus**, **Cronus**, **Baton** and **Daphne** are members of the United Nations, and States Parties to the 1969 Vienna Convention on the Law of Treaties, the five United Nations treaties on outer space, 1907 Convention (V) respecting the Rights and Duties of Neutral Powers and



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Persons in Case of War on Land and 1907 Convention (XIII) concerning the Rights and Duties of Neutral Powers in Naval War.

23. **Admetus** and **Cronus** agreed that the arguments about the following submissions are without prejudice to any further claims either may have which might pertain to the legality of relevant military actions under international humanitarian law.

24. **Admetus** requests the Court to adjudge and declare that:

A. The failure of **Cronus** to prevent **Geryon** from providing military services to **Baton** was a violation of international law;

B. **Cronus** is internationally responsible for the military services provided by **Geryon** to **Baton**, which are attributable to **Cronus**;

C. **Admetus**'s actions of jamming, approaching and conducting its RPO test against the Atlas Constellation satellite were consistent with international law; and **Admetus** is not liable for any damage to the Atlas Constellation;

D. **Cronus**'s actions of capturing Helios-1 violated international law and **Cronus** is liable for the destruction of Helios-1;

And to dismiss all claims to the contrary.

25. **Cronus** requests the Court to adjudge and declare that:

A. **Cronus**'s declination to prevent **Geryon** from providing military services to **Baton** was in conformity with international law;

B. The military services provided by **Geryon** to **Baton** are not attributable to **Cronus** and **Cronus** has no responsibility therefor;





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C. **Admetus**'s actions of jamming, approaching and conducting its RPO test against the Atlas Constellation satellite was in violation of international law, and **Admetus** is liable for all damage to the Atlas Constellation;

D. **Cronus**'s mechanical arm capture of Helios-1 complied with international law and **Cronus** is not liable for the destruction of Helios-1;

And to dismiss all claims to the contrary.