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2582-6433 welcomes contributions from all legal branches, as long as the work is original, unpublished and is in consonance with the submission guidelines.

# **Legality of Purchase of Land on The Moon**

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1<sup>st</sup> Year BBA.LLB

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**1. Keywords**

International Law, Space Law, Property Rights, Moon, Outer Space Treaty, Moon Agreement, Celestial Bodies, Extraterrestrial Habitation.

**2. Abstract**

*Space law has been an unexplored field despite the several regulations in force. Nobody except the governmental authorities of Nations are aware of the regulations and their applications unless specifically taught or told about it. This, however, has changed in the last few decades. With certain individuals taking initiative to involve themselves in this field, the subject has come to light in the society. The contribution made by these few individuals in popularising space law cannot be overlooked regardless of such interest arising out of greed or other such emotions. I say this with reference to a particular individual who introduced the common people around the world to the arena of space law. He, however, succeeded in doing this by taking advantage of certain loopholes in the legislations. It therefore, becomes necessary for the authorities at the international level to deliberate upon these loopholes. It is surprising, though not pleasantly, how this individual was not made to pay the penalties for violating the laws. Even the fact that the said laws were followed not only by the authorities of his own country but also by those of several other countries of the world. These laws were made for several reasons, one amongst which was to ensure the well-being of humanity as a whole. In this paper, I have elaborated on several aspects of the legality of property rights with respect to international space law. Through this paper I intend to provide vital information to all the individuals to whom the aspect of space law is still unknown. This paper encompasses all the aspects that an individual needs to be aware of before being able to decide on a stance with respect to this subject which has lately been a quite engaging one for the public across the world.*

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### 3. Introduction

Space has always been a fascinating field to study be it in terms of astronomy or the law related to it. As small children, we have all dreamt of being able to travel to the moon someday. Similarly, to the other planets when we come across surprising facts about them. While this was only a dream for many, we now see that someday it might be possible for us, the average human to fly to the moon and beyond. The mere possibility of travelling and staying on the moon becoming a reality in the near future has encouraged several people to take the first step towards this dream. We have lately been hearing stories of people buying pieces of land on the moon for just a **few thousand Indian rupees!** While this might seem like the most interesting kind of investment, the importance of legality and safety is often overtaken by the feeling of hope, greed and excitement. In this paper I have tried to move away from the stereotypical path followed by many and talk about the legal aspects that affect outer space property dealings.

“Presenting the Moon as a gift” has also become a very common way of expressing one’s love for their loved one. Dennis Hope, a citizen of the United States of America, made this a dream come true for many of us when he introduced the world to the concept of buying property on celestial bodies. Hope anticipated the possibility of having property on other planets and the Moon as early as 1980.<sup>1</sup> Despite being a topic that has been talked about for over four decades, it compels us to be amazed and excited to this very day. Hope, however, managed to regularize it to such an extent that people from not only the United States, but from across the globe have engaged in dealings in such property. For this, all he was required to do was simply find a loophole in the statute regulating the activities in space. This began with him registering himself as the possessor of all the planets in our solar system along with the Moon.<sup>2</sup> As these celestial bodies have now become his private property, no individual or authoritative body can prohibit him from selling the land.

The question that arises here is: Does the State hold the power to give Hope possession over the celestial bodies of our solar system?

In order to understand this, we need to familiarise ourselves with two essential treaties that govern activities associated with space at the international forum. The two treaties are the **Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, 1967** (commonly known as the **Outer Space Treaty**), and the **Agreement Governing the Activities of States on the Moon and Other Celestial Bodies, 1979** (commonly known as the **Moon Agreement**).<sup>3</sup>

### 4. Interpretations of the Outer Space Treaty

**Article II** of the Outer Space Treaty states that celestial bodies including the Moon are not subject to

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<sup>1</sup> Dennis Hope, Lunar Embassy, lunarembassy.com/who-owns-the-moon-dennis-hope/# (last visited January 29, 2022).

<sup>2</sup> *ibid.*

<sup>3</sup> B. Sandeepa Bhat, *SPACE LAW: THE EMERGING TRENDS I* (Eastern Law House 2018).

national appropriation by the sovereign.<sup>4</sup> In other words, the Treaty prohibits all State Parties from claiming possession over celestial bodies including the Moon. It further mentions acts such as use of occupation or any other means through which the State cannot claim such possession. This seems to advance the conclusion that the State did not have the powers to grant possession to Hope. As a result of this, it can be concluded that Hope is not the owner of these bodies which in turn indicates that he cannot sell such land as he has no possession over them.

While the Treaty governs the State Parties that have **signed** it, the regulation of non – parties becomes uncertain. It raises the question as to if these countries can claim possession over the celestial bodies. Therefore, one of the major loopholes that is present in the field of international space law is that if any Nation wishes to possess or claim rights over celestial bodies, they simply need to ensure that they are not a signing party to the Outer Space Treaty. This would free them from the binding nature of the regulations therein and hence give the power to act as they wish. Additionally, it becomes important to note that Article II only regulates **governmental bodies** of the State Parties and not those that are non-governmental. As Dennis Hope's company is a non-governmental organisation, it does not fall under the ambit of this provision.

However, **Article VI** of the Outer Space Treaty directs the governmental authorities to regulate and constantly supervise the actions of non-governmental bodies in outer space thereby making the former liable for the actions of the latter.<sup>5</sup> Considering this, it can be concluded that the authorities who allowed Hope to register himself as the owner of all the celestial bodies had neglected their duties and thus breached the Treaty. It is however surprising how no judicial action at the international level has been taken against the United States for such a breach. There has neither been any backlash from the other State Parties nor has there been criticism from their end. On the contrary, citizens of several countries have been given the opportunity to buy such land through the assistance of Hope's company irrespective of their nationality. This makes it obvious as to why there has been no resistance from other nations, whether parties to the Treaty or not.

Another instance where the United States can be seen to have breached these provisions is during the moon-landing of Neil Armstrong. While this was one of the greatest moments in human history, the fact that Armstrong hoisted the American flag on the surface of the moon cannot be left unnoticed. While some regard this as an act to commemorate the role of the United States in the first-ever moon-landing,<sup>6</sup> others still consider it to be an act that indicates their claim over the lunar surface. The simple action of hoisting the flag of USA is what matters irrespective of the intention of the astronauts and that of the

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<sup>4</sup> Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, 1967, art. II.

<sup>5</sup> *ibid.*

<sup>6</sup> Victoria Jaggard, 'Who Owns the Moon? The Galactic Government vs. the UN' <<https://www.nationalgeographic.com/science/article/space-who-owns-moon-science>> (last visited January 29, 2022)

country. The mere fact that the authorities and astronauts from the United States did not pay much heed to the regulations points to their ignorance and disrespect towards the Treaty and all the other Nations that agreed to the regulations alongside the United States.

#### 4.1. Common Law v. Civil Law

The provisions of the Outer Space Treaty may appear to be very clear on what it permits and what it does not, but I have an opposing opinion. I believe that the Treaty is quite vague in certain provisions, and this has eventually led to its misinterpretation and in few cases, even to parties taking advantage of such vagueness. While the Treaty is clear in specific aspects, it has been formulated to be broad in meaning when it comes to the question of property rights. One such controversial provision is that of Article II of the Outer Space Treaty. The interpretation of this Article depends on the type of judicial system followed in the countries that are trying to interpret it. This arises from the fact that the relation between the sovereign and the public differ when it comes to property rights. Common Law countries have, for a long time, treated all the property in the territory as that of the Sovereign. The citizens are believed to have been given the duty of looking after this property. In Civil Law countries, on the other hand, the property rights of the individuals are independent of that of the Sovereign thereby immensely affecting the interpretation of the provision.

If the provision is interpreted by a Common Law country, it would lay a direct ban on the State's right to claim possession. This would also indirectly restrict the private individuals or the non-governmental organizations from claiming any private rights on the celestial bodies. On the other hand, if it is interpreted by a Civil Law country, the provision would regulate the State's rights of possession but not that of its citizens in an individual capacity.<sup>7</sup> This issue can be resolved with the help of **Article 11** of the Moon Agreement. The Moon Agreement, however, cannot come into force unless influential countries like USA, UK and former Soviet Union ratify it.<sup>8</sup>

The United States played a major role in drafting the Outer Space Treaty, 1967 along with the United Kingdom and former Soviet Union.<sup>9</sup> At the time of making the Treaty, the United States had proposed for the language of the Treaty to be kept broad. The reasons for this could have been several of which two can be said to be major. The making of this Treaty took place in order to forbid both, the USSR, and the United States from spending heavily on their space expeditions during the Cold War. The contention between the two superpowers, led to the United States to disagree with the USSR when the latter proposed a ban specifically on private sector activities in the field of space expeditions.<sup>10</sup> On a different line of reasoning, it is claimed that as the United States is a common law country, it applied its principles in the provision's interpretation. This led to the assumption that it was implied that the ban

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<sup>7</sup> Alan Wasser & Douglas Jobses, "Space Settlements, Property Rights, and International Law: Could a Lunar Settlement Claim the Lunar Real Estate It Needs to Survive?" 73 J. AIR L. & COM. 37 (2008).

<sup>8</sup> Prakhar Maheshwari, 'Property Rights in Outer Space' <<https://www.lawctopus.com/academike/property-rights-in-outer-space>> (last visited January 29, 2022)

<sup>9</sup> Alan Wasser & Douglas Jobses, "Space Settlements, Property Rights, and International Law: Could a Lunar Settlement Claim the Lunar Real Estate It Needs to Survive?" 73 J. AIR L. & COM. 37 (2008).

<sup>10</sup> *ibid.*

was not only for the sovereign but also for the citizens.

The second line of reasoning does not seem to have any arguments against it. On the other hand, if the first line of reasoning is considered, it can be concluded that the United States took a drastic step simply to prove its disapproval to the suggestions of the USSR. This decision may have been a political move or maybe not, but it becomes difficult for us to determine if the intentions behind such moves were genuine or diplomatic as we are not involved in the core deciding bodies.

## **5. Conclusion**

Here, the question arises, if the world's superpower could take such a step simply in the greed of wanting to remain the sole superpower, what is to stop individuals from doing the same? Possession of land on the Moon, Mars and other celestial bodies only brings higher reputation and fame to the people who are involved in dealing in them. The field of science is also evolving in terms of extraterrestrial habitation thereby making possession of property in outer space a smart investment. The people involved in such investments are not only able to acquire the said assets before the crowd gets attracted to it but also securing their futures in way while at the same time increasing their own importance in the world economy. Humans are known to be greedy for fame and reputation and most importantly, finances. Therefore, they cannot be stooped from taking such steps when it gives them what they desire at the cost of not more than a few thousands. Can they?