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BIGELOW AEROSPACE'S CLAIM TO LUNAR PROPERTY RIGHTS: IS THE OUTER SPACE  
TREATY SO AMBIGUOUS?**Abstract**

Who owns the moon?

According to the Outer Space Treaty, 1967 ("OST"), no country can claim sovereignty over the Moon. However, recent developments have resulted in debates as to whether the OST actually implicitly prohibits, or allows, ownership rights on moon and celestial bodies.

Bigelow Aerospace, established in 1999 and based in Las Vegas, is a commercial company, which has signed an agreement with NASA pertaining to expansion of the International Space Station, and also to create a roadmap for a privately developed, NASA financed, lunar base architecture.

Bigelow Aerospace is keen on establishing private property rights on the moon. Its case rests on a careful consideration of Article II and Article VI of the OST. To illustrate further, Article II prohibits national appropriation of moon and other celestial bodies, possibly leaving the door open for non-national moon ownership. Article VI of the Treaty, on the other hand, states that countries bear "international responsibility" for activities in outer space, even if non-government groups carry them out. A combined reading of the two articles may lead to conclusion that:

- firstly, non-government groups can carry out activities in outer space and
- secondly, private groups are not explicitly banned from appropriating the moon.

Bigelow Aerospace further calls for a legal framework governing private lunar property. Consequently, Bigelow Aerospace has formally submitted a related request two months ago to Federal Aviation Administration's Office of Commercial Transportation. The application does not directly seek private property rights but requests permission of the government, and by extension, OST, to allow its private spacecraft to run without interference from licensed vessels. In other words, it seeks permission to use moon and its resources to shore up its capital investments.

In light of these developments, this paper seeks to paint a clearer picture of the OST and its provisions. It is the author's humble submission that a selective reading of the Treaty's provisions, without accounting for liabilities attached to the 'launching state' under the Liability Convention and the Registration Convention, and liability placed on an 'Appropriate State' for damages caused elsewhere than on surface of Earth, will hinder the growth of corpus juris spatialis. This paper intends to further throw some light on the possibility of a new pact governing the lunar property rights (as advocated by Bigelow and other lunar property rights advocates) within the contours and rigors of the tests laid down in the OST.