

Name:

Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, May 2019

Course: Private International Law

Program: B.Tech. (CSE), LL.B. (H) Cyber Law/ B.TECH. (ET), LL.B. (H.) IPR

Course Code: LLBL433

Semester: X

Time: 03 hrs.

Max. Marks: 100

Instructions: Attempt all the questions.

SECTION A

S. No.		Marks	CO
Q 1	The selection of the governing law is conditioned by: a. Proper law b. Lex governi c. Connecting factor d. Governing factor	2	CO1
Q 2	Depechage is possible in cases of: a. Contracts b. Torts c. Contracts and property d. Contracts and torts	2	CO1
Q 3	Classification is an alternative word for: a. Qualification b. Depacage c. Incidental question d. Remission	2	CO1
Q 4	Connecting factor for choice of law in immovable property is: a. Lex fori b. Lex cause c. Lex domicile d. Lex situs	2	CO1
Q 5	<i>Forum non conveniens</i> means: a. Forum not relevant b. Forum non chosen c. Forum not convenient d. Others. Forum not _____	2	CO1

SECTION B			
Q 6	What are the various factors that may be considered by the courts while hearing a plea for <i>forum non conveniens</i> ?	10	CO1
Q 7	Explain the Brussels I regulations for jurisdiction and recognition and enforcement of judgment.	5+5	CO2
SECTION-C			
Q 8	How is express choice of law different from implied choice of law and no choice of law? Explain with the help of case law.	10	CO2
Q 9	What is the proper law of the tort in English Law? Explain with the help of a case.	10	CO2
SECTION-D			
	<p>The International Cricket Conference (ICC) organized a tournament in 2000 for which WSG Cricket (respondent) had the exclusive right to grant commercial rights relating to the Event pursuant to which an agreement was entered into granting exclusive licence to telecast the event on Doordarshan and to sell advertisement slots thereon which was further assigned to Modi Entertainment Limited (appellant). This agreement provided that the licence granted was restricted to exhibiting the Feed by terrestrial free to air television on Doordarshan and the appellants were to pay a minimum guaranteed amount of USD 35 lakhs (Rs. 15 crores). Soon after the commencement of the telecast the respondent registered a complaint with the Doordarshan that the signal was being received in the Middle East which would amount to breach of contract and violation of the licence granted to Middle East licensee and threatened that the Feed to the Doordarshan would be discontinued. Doordarshan contended it to be a natural spill over. The appellants complained that on account of the open threats of the respondent the advertisers who had committed their advertisements on Doordarshan, pulled their advertisements out and switched them to ESPN and that cause tremendous loss of revenue to them. While the matter stood thus, the appellants received a notice from the solicitors of the respondent demanding full minimum guaranteed amount. On May 9, 2001, the appellants filed a suit in the Bombay High Court claiming, inter alia, damages for the loss of advertising revenue due to alleged illegal threats of the respondent. On November 22, 2001, the respondent filed an action in the High Court of Justice. Queen's Bench Division ('English Court'), praying for a money decree for the minimum guaranteed amount. Meanwhile, on January 15, 2002, the appellants took out motion in the Bombay High Court praying for anti-suit injunction against the respondent in regard</p>		

	<p>to the action in the English Court on the ground that the Indian Court was a natural forum for the adjudication of the dispute and that continuance of the proceedings in the English Court would, on the facts of the case, be vexatious and oppressive.</p> <p>The Jurisdiction clause read “<i>This agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts (without reference to English Conflict of law rules).</i>”</p> <p>On the basis of above given facts, answer the following questions.</p>		
Q 10	Which court has the appropriate jurisdiction? Justify. Can the parties use the <i>forum non convenience</i> argument?	5+5	CO2
Q 11	Which choice of law rules are applicable and why? If the parties agreed to be bound by rules of Rome I Regulation, will your answer change?	10+5	CO2
Q 12	If the judgment is passed in England, can it be recognized in India? What are the requirements for getting a foreign judgment enforced in India?	15	CO2
Q 13	Redraft the jurisdiction clause according to the best of your ability assuming you are the advocate for Doordarshan. What are the factors that need to be taken into account before drafting a jurisdiction and choice of law clause?	5+5	CO2

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SECTION A

S. No.		Marks	CO
Q 1	Material validity can be checked for: a. Contracts b. Marriage c. Both d. None	2	CO1
Q 2	Incidental question is a subset of depacage: a. True b. False c. Maybe d. They belong to different subjects	2	CO1
Q 3	Proper law of contract is: a. Lex fori b. Lex loci delicti c. Lex loci damni d. Law governing the contract	2	CO1
Q 4	Connecting factor for choice of law in movable property is: a. Lex fori b. Lex cause c. Lex domicile d. Lex situs	2	CO1
Q 5	<i>Statute Personalia</i> means a. Conflict concerning persons b. Conflict concerning property c. Conflict concerning persons and property d. Conflict concerning any kind of matter	2	CO1

SECTION B			
Q 6	Explain Dual domicile and intended matrimonial home theory with help of case laws.	10	CO1
Q 7	How does public policy influence enforcement of a foreign judgment?	10	CO1
SECTION-C			
Q 8	What are the differences between Public International Law and Private International Law?	10	CO1
Q 9	How are the rules of Jurisdiction different in Indian Law and Brussels I Regulation for contractual matters?	10	CO2
SECTION-D			
	<p>The International Cricket Conference (ICC) organized a tournament in 2000 for which WSG Cricket (respondent) had the exclusive right to grant commercial rights relating to the Event pursuant to which an agreement was entered into granting exclusive licence to telecast the event on Doordarshan and to sell advertisement slots thereon which was further assigned to Modi Entertainment Limited (appellant). This agreement provided that the licence granted was restricted to exhibiting the Feed by terrestrial free to air television on Doordarshan and the appellants were to pay a minimum guaranteed amount of USD 35 lakhs (Rs. 15 crores). Soon after the commencement of the telecast the respondent registered a complaint with the Doordarshan that the signal was being received in the Middle East which would amount to breach of contract and violation of the licence granted to Middle East licensee and threatened that the Feed to the Doordarshan would be discontinued. Doordarshan contended it to be a natural spill over. The appellants complained that on account of the open threats of the respondent the advertisers who had committed their advertisements on Doordarshan, pulled their advertisements out and switched them to ESPN and that cause tremendous loss of revenue to them. While the matter stood thus, the appellants received a notice from the solicitors of the respondent demanding full minimum guaranteed amount. On May 9, 2001, the appellants filed a suit in the Bombay High Court claiming, inter alia, damages for the loss of advertising revenue due to alleged illegal threats of the respondent. On November 22, 2001, the respondent filed an action in the High Court of Justice. Queen's Bench Division ('English Court'), praying for a money decree for the minimum guaranteed amount. Meanwhile, on January 15, 2002, the appellants took out motion in the Bombay High Court praying for anti-suit injunction against the respondent in regard to the action in the English Court on the ground that the Indian Court was a natural</p>		

	<p>forum for the adjudication of the dispute and that continuance of the proceedings in the English Court would, on the facts of the case, be vexatious and oppressive.</p> <p>The Jurisdiction clause read <i>“This agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts (without reference to English Conflict of law rules).”</i></p> <p>On the basis of above given facts, answer the following questions.</p>		
Q 10	Assume the Indian court has the jurisdiction. Justify the jurisdiction.	15	CO2
Q 11	Can English law be the choice of law rule, in this case? Explain under which set of rules, Indian law, English Law or Rome I regulation?	15	CO2
Q 12	If the judgment is passed in England, can it be recognized in India? What are the requirements for getting a foreign judgment enforced in India?	20	CO2