

Name:
Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2018

Course: Private International Law

Course Code: LLBL 433

Semester: VII

Programme: BA LLB EL, BBA LLB CL, BCOM LLB TL

Time: 03 hrs.

Max. Marks: 100

Instructions: Attempt all questions.

SECTION A

S. No.		Marks	CO
Q 1	Formal validity can be checked for: a. Contracts b. Marriage c. Both d. None	2	CO2
Q 2	Depacage is a subset of incidental question: a. True b. False c. Maybe d. They belong to different subjects	2	CO2
Q 3	Proper law of tort is: a. Lex fori b. Lex loci delicti c. Lex loci damni d. Law of the most appropriate element.	2	CO2
Q 3	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	Forum non conveniens means: a. Forum not relevant b. Forum non chosen c. Forum not convenient d. Others. Forum not _____	2	CO2

SECTION B			
Q 6	Explain dual domicile and intended matrimonial home theory with help of case laws.	10	CO2
Q 7	Explain Indian law under CPC for recognition and enforcement of judgment.	10	CO3
SECTION-C			
Q 8	What is the difference between express choice of law, implied choice of law. Explain with the help of case law.	10	CO4
Q 9	How are jurisdiction rules different in Brussels I regulation and Indian law?	10	CO2
SECTION-D			
	<p>Ross and Sabrina got married in England in 2000. Sabrina inherited a piece of land in France through her aunt in 2010; which she decides to sell to raise awareness for polar bears in 2012. During the negotiation of the contract for property, both of them move to France. While the contract is being signed, Sabrina falls in love with Jaz, who is her partner at the NGO for polar bears and decides to leave Ross. The divorce petition is filed by Sabrina in France immediately. Ross decides to avenge his humiliation by filing a case against Jaz in England for fraud and pleads the court to invalidate the contract.</p> <p>Assumptions:</p> <ol style="list-style-type: none"> 1. The contract in this question is a sale deed for the property inherited by Sabrina. 2. Property laws are applicable as necessary 3. Choice of Court and Law clause: <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> 4. Assume law of England as: <ol style="list-style-type: none"> 4.1 In all matters concerning contracts it is choice of party. 4.2 In all matters concerning divorce, the governing law is that of domicile. 5. Assume law of France as: <ol style="list-style-type: none"> 5.1 In all matters concerning contracts it is law of place of signing contracts. 	50	

	<p>5.2 In all matters concerning divorce, the governing law is that of place of marriage.</p> <p>6. Brussels I Regulation (recast), Rome I and Rome II regulations are applicable on both England and France.</p> <p>7. All general rules of Private International Laws are applicable to all the parties, and countries.</p> <p>According to these facts and assumptions, answer following questions:</p>		
Q 10	What is the domicile of Ross? How do you determine domicile? How is domicile difference from habitual residence?	2+5+3	CO1,2
Q 11	Can the court of England refuse jurisdiction to decide the contract case? Justify. What are the factors that need to be taken into account before drafting a jurisdiction and choice of law clause?	5+5	CO1,5
Q 12	What is the proper law of the contract in this case? How is proper law of contract different in English law from Rome I regulation?	2+8	CO5
Q 13	Assume that an appropriate judgment has been passed by the French court. Is the English Court bound to recognize and enforcement the judgment under Brussels I Regulation?	10	CO5
Q 14	Can Sabrina get a divorce in France? Justify.	10	CO5

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Q 3	Proper law of contract is: e. Lex fori f. Lex loci delicti g. Lex loci damni h. Law governing the contract	2	CO2
Q 3	Connecting factor for choice of law in movable property is: e. Lex fori f. Lex cause g. Lex domicile h. Lex situs	2	CO2
Q 5	Forum non conveniens means: e. Forum not relevant f. Forum non chosen g. Forum not convenient h. Others. Forum not _____	2	CO2

SECTION B			
Q 6	Explain intended matrimonial home theory with help of case laws.	10	CO2
Q 7	Explain Indian law under CPC for recognition and enforcement of judgment.	10	CO3
SECTION-C			
Q 8	What is the difference between express choice of law, no choice of law. Explain with the help of case law.	10	CO4
Q 9	How are jurisdiction rules different in Indian and English law?	10	CO2
SECTION-D			
	<p>Ross and Sabrina got married in England in 2000. Sabrina inherited a piece of land in France through her aunt in 2010; which she decides to sell to raise awareness for polar bears in 2012. During the negotiation of the contract for property, both of them move to France. While the contract is being signed, Sabrina falls in love with Jaz, who is her partner at the NGO for polar bears and decides to leave Ross. The divorce petition is filed by Sabrina in France immediately. Ross decides to avenge his humiliation by filing a case against Jaz in England for fraud and pleads the court to invalidate the contract.</p> <p>Assumptions:</p> <ol style="list-style-type: none"> 1. The contract in this question is a sale deed for the property inherited by Sabrina. 2. Property laws are applicable as necessary 3. Choice of Court and Law clause: <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> 4. Assume law of England as: <ol style="list-style-type: none"> 4.1 In all matters concerning contracts it is choice of party. 4.2 In all matters concerning divorce, the governing law is that of domicile. 5. Assume law of France as: <ol style="list-style-type: none"> 5.1 In all matters concerning contracts it is law of place of signing contracts. 	50	

	<p>5.2 In all matters concerning divorce, the governing law is that of place of marriage.</p> <p>6. Brussels I Regulation (recast), Rome I and Rome II regulations are applicable on both England and France.</p> <p>7. All general rules of Private International Laws are applicable to all the parties, and countries.</p> <p>According to these facts and assumptions, answer following questions:</p>		
Q 10	What is the domicile of Sabrina? How do you determine domicile? How is domicile difference from habitual residence?	2+5+3	CO5
Q 11	Can the court of France refuse jurisdiction to decide the contract case? Justify.	10	CO5
Q 12	What is the proper law of the contract in this case? How is proper law of contract different in English law from Rome I regulation?	2+8	CO4
Q 13	Assume that an appropriate judgment has been passed by the English court. Is the French Court bound to recognize and enforcement the judgment under Brussels I Regulation?	10	CO1
Q 14	Can Sabrina get a divorce in France? Justify.	5	CO5