

Name: Enrolment No:			
UPES End Semester Examination, December 2025 Course: B.A.LLB (H)/BBALLB (H)/B.Com LL.B. (H) Program: Private International Law Course Code: CLCC 5014 Semester: IX Time : 03 hrs. Max. Marks: 100 Instructions:			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	What is Habitual residence?	2	CO1
Q 2	What is the difference between domicile and residence?	2	CO1
Q 3	What are the kinds of renvoi?	2	CO1
Q 4	What do you understand by foreign elements?	2	CO1
Q 5	Define the term 'Legitimacy'.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	A contract was executed in France in which one party threatened to initiate criminal proceedings against the other party's husband. Under French law, the agreement is valid; however, under English law, such a threat would constitute duress and render the contract invalid. Determine whether an English court would recognise and enforce this contract.	5	CO2
Q 7	Explain the law relating to foreign torts.	5	CO2
Q 8	'X' an Italian national domiciled in India, dies, leaving movable properties in India. How will the English court distribute the movable property?	5	CO2
Q 9	State two essential requirements under Article IV of the New York Convention for enforcing a foreign arbitral award.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	Critically examine the private international law practice related to issues of the adoption of children.	10	CO3
Q 11	Discuss the rules of private international law in determining the essential validity of marriage.	10	CO3

SECTION-D
(2Qx25M=50 Marks)

Q 12	Aarav, an Indian citizen domiciled in Maharashtra, and Hana, a Japanese citizen habitually resident in Tokyo, meet while studying in Canada. They marry in Toronto in a civil ceremony. The marriage complies with Canadian formalities but not with Indian personal-law rituals. After marriage, they relocate to Dubai for work. Two years later, Hana files a petition for annulment in a Dubai family court claiming Aarav concealed a prior subsisting marriage in India (void under Indian Hindu law but not necessarily void under Dubai law unless proven). Aarav contests jurisdiction arguing: • Both parties are domiciled outside UAE; • The marriage was solemnized in Canada and should be governed by lex loci celebrationis; • The validity of a Hindu marriage must be tested under Indian personal law, not UAE law; • Recognition of an annulment in UAE would violate Indian public policy, as it concerns a void Hindu marriage. The Dubai court passes an ex parte annulment decree. Hana now seeks recognition of the annulment in India to remarry. Aarav opposes it and approaches a family court in India seeking a declaration that the Dubai decree is invalid and contrary to Section 13 CPC and Indian conflict-of-laws principles. On the basis of facts: 1. Analyze the choice-of-law rules that govern the essential validity (capacity, consent, voidness) and the formal validity of a marriage and apply those rules to assess whether the UAE court legitimately exercised international competence/jurisdiction under private international law to determine the marriage's validity. 2. Critically evaluate whether an Indian court should recognise and enforce the UAE annulment decree under Section 13 CPC, taking into account alleged fraud, any breach of natural justice, and whether the UAE court's matrimonial jurisdiction was a proper exercise of foreign jurisdiction or otherwise contrary to Indian public policy.	10+15=25	CO4
Q 13	A Brazilian agrochemical manufacturer, AgroNova SA, enters into a long-term international supply contract with a UK-based distributor,		

	GreenFields Ltd., for supply of genetically modified seeds to multiple Asian and African markets. The contract includes: • A governing law clause: <i>“This contract shall be governed by the laws of England and Wales.”</i> • A jurisdiction clause: <i>“Disputes shall be subject to the exclusive jurisdiction of the Commercial Court, London.”</i> • A clause requiring shipments to pass through Singapore for quality testing. • A clause limiting liability for consequential losses. • A force majeure clause referring to “governmental restrictions, environmental bans, and pandemic-related disruptions.” Two years later: a) The Government of Kenya imposes a ban on genetically modified seeds, citing environmental concerns. b) AgroNova suspends all shipments to GreenFields destined for Kenya and Rwanda. c) GreenFields sues AgroNova in London, arguing wrongful suspension and breach of contract. d) AgroNova argues: • Kenyan environmental laws (mandatory rules) make performance illegal. • Force majeure and frustration apply. e) A Kenyan farmers’ association files a case in Kenyan courts seeking an injunction against AgroNova for exporting banned seeds, even if routed through third countries. f) The Kenyan court issues temporary restraints on AgroNova, but the London court issues an anti-suit injunction restraining AgroNova from participating in Kenyan litigation By considering the above scenario: 1. Assess the validity and scope of the choice-of-law and exclusive jurisdiction clauses in light of conflicting Kenyan mandatory environmental rules. 2. Analyze how conflicting judgments or injunctions from London and Kenya would affect future recognition and enforcement in both jurisdictions.	10+15=25	CO4
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