


Name:			
Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, December 2019			
Course Name: Private International Law Course Code: LLBL 433 Programme: B.Com.,LL.B./B.BA.LL.B./B.A.LL.B.			
		Semester: VII	
Time: 03 hrs.		Max. Marks:100	
Instructions:			
Section A			
1.	What is <i>lex situs & lex patriae</i> ?	[2]	CO1
2.	What are general exclusions in Private International Law.	[2]	CO2
3.	Define Domicile of Origin.	[2]	CO1
4.	What are conflict of law rules regarding movable and immovable property under Common Law system.	[2]	CO1
5.	Define “Forum Non Conveniences”	[2]	CO2
SECTION B			
6.	Discuss the rules of Foreign adoption under Common Law System,	[10]	CO2
7.	Describe the Choice of Law in Tort.	[10]	CO3
SECTION C (Attempt any 2)			
8.	What are the traditional rules of Jurisdiction in Private International Law? Discuss in the light of Civil Procedure Code, 1908.	[10]	CO4
9.	“A body of customary and conventional rules developed in the family of nations which ought to be applied by the municipal courts to solve the problem of Conflict of Law.” Comment on the statement describing the relevant theory.	[10]	
10.	Whether foreign judgements can be recognized and enforced under Indian Legal system. Substantiate your answer with statutory examples.	[10]	CO4
SECTION D			
11.	David and Cathrine got married in England in 2000. Catherine 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, Catherine falls in love with Mike, who is her partner at the NGO for		

polar bears and decides to leave David. The divorce petition is filed by Catherine in France immediately. David decides to avenge his humiliation by filing a case against Mike in England for fraud and pleads the court to invalidate the contract.

Assumptions:

1. The contract in this question is a sale deed for the property inherited by Catherine.
2. Property laws are applicable as necessary
3. Choice of Court and Law clause: *“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).”*
4. Assume law of England as:
 - 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:
 - 5.1 In all matters concerning contracts it is law of place of signing contracts.
 - 5.2 In all matters concerning divorce, the governing law is that of place of marriage.
6. Brussels I Regulation (recast), Rome I and Rome II regulations are applicable on both England and France.
7. All general rules of Private International Laws are applicable to all the parties, and countries.

According to these facts and assumptions, answer following questions:

i.	What is the domicile of David? How do you determine domicile? How is domicile difference from habitual residence?	[15]	CO1
ii.	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?	[10]	CO3
iii.	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?	[15]	CO2
iv.	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]	CO4

