



CLASIS LAW

Newsletter

April 2018

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Welcome to the April Edition of the Clasis Law Newsletter

This edition brings to our readers a featured article titled “Delhi High Court on contra proferentem resolves uncertainty between two conflicting clauses in a contract”.

The settled principle of ‘contra proferentem’ has been re-affirmed by Delhi High Court under Section 34 of the Act, when an interpretation of Contractual provisions adopted by the Arbitral Tribunal is reasonable beyond doubt. The judgment also re-affirms the intent of the legislature in inserting Section 31A of the Act which confers wide discretionary powers upon the Arbitral Tribunal to award costs in favour of the successful party to be borne by the unsuccessful party on the basis of conduct of the parties.

We continue to highlight certain key judgements passed by the Hon’ble Court as well as changes in Corporate and Commercial laws and updates on Projects and Intellectual Property.

Your inputs and feedback are always welcome and we look forward to our interactions with you.

“Clasis Law’s Head of Pan India Operations & Corporate Practice, Vineet Aneja is recognized as one of India’s Most Trusted Corporate Lawyers by ICCA, 2017”

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Delhi High Court on *contra proferentem* resolves uncertainty between two conflicting clauses in a contract

On 13 March 2018, in the case of *Delhi Metro Rail Corporation Limited* (“DMRC”) v. *Voestalpine Schienen GmbH* (“Voestalpine”), OMP (COMM) No. 116 of 2018 the Delhi High Court (“Court”) upheld the Arbitral Award dated 27 November 2017 (“Award”), that had awarded a grant of interest at the rate of 13.7% and cost in favour of Voestalpine and dismissed DMRC’s objections filed under Section 34 of the Arbitration and Conciliation Act 1996 (“the Act”).

FACTS:

A Contract Agreement (“Contract”) was entered into between Voestalpine and DMRC for works related to Delhi Metro Projects. Subsequently, disputes arose under the Contract and apparently an Arbitral Tribunal was constituted since Voestalpine had a benefit of nominating its arbitrator from a panel comprising of engineers, lawyers, retired Judges, chartered accountants, retired public servants, etc. pursuant to the judgment of the Supreme Court of India in *Voestalpine Scheinen GmbH Vs. Delhi Metro Rail Corporation Limited* (2017) 4 SCC 665.

The Arbitral Tribunal allowed the claim made by Voestalpine for EUR 6,70,703.14 with interest at the rate of 13.7% from 2nd March 2017 as claimed until the date of the award and EUR 68,793.59 towards port handling charges. The Award further granted future interest if the awarded amount is not paid within 30 days of the date of award till the date of realisation. In addition, the Award granted cost in favour of Voestalpine to the extent of Arbitrator’s Fee.

DMRC preferred a petition before the Court under Section 34 of the Act to a limited extent of challenging to the award of interest at the rate of 13.7% on the outstanding amount from 2nd March 2017 till the date of arbitral award, as being violative of Clause 9.2 of the Special Condition of Contract; and award of cost of arbitration in disregard of the provisions contained in the Contract. The Court considered the contentions and arguments advanced by the parties based on the summary below:

Submissions by both Parties:

DMRC argued that, in view of Clause 9.2 of the Special Conditions of Contract (“SCC”), there is an express bar on the powers of the Arbitral Tribunal to award interest and costs. Therefore, the Arbitral Tribunal exceeded its jurisdiction under Section 28(3) of the Act and the Award is liable to be set aside to that extent in exercise of powers under Section 34 of the Act.

Clause 9.2 of SCC read as provided herein under:

“Arbitration and resolution of disputes.

... Interest on Arbitration Award: Where the Arbitral Award is for the payment of money, no interest on account of delay in payment will be paid to or shall be payable on whole or any part of the money for any period, till the date on which the award is made.”

However, a bare reading of Clause 15.5 of the General Conditions of Contract (“GCC”) and Clause 15.5 of the SCC allows Voestalpine to claim interest upon delay in payment of invoices accompanied with relevant documents within 60 days of submission of the invoice.

Clause 15.5 of GCC read as under:

“In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.”



Clause 15.5 of SCC read as under:

“The purchaser will establish a letter of credit from the purchasers bank for payment of foreign currency. The payment in INR will be made directly by the purchaser. If the supplier does not receive the payment within 60 days of submission of invoice accompanied with relevant document in acceptable form, the supplier shall be entitled to receive Interest on the amount unpaid during the period of delay. The interest shall be calculated at an interest rate equal to State Bank of India Prime Banking Lending Rate.”

It was further submitted that the interest rate is stipulated to be as per State Bank of India Prime Lending Rate. It was not the case of DMRC that the Arbitral Tribunal has awarded interest beyond the stipulated rate. It was further submitted that in view of the rule of **contra proferentem**, i.e., in case of conflict/ ambiguity in two provisions of the contract, the interpretation against the maker of the contract/ draftsman is to be adopted in view of the ratio laid down in the case of *Bank of India vs. K. Mohandas & Ors.* (2009) 5 SCC 313.

Further in light of Section 31(8) read with Section 31A of the Act, it was submitted to the Court that the power to award costs has been vested with the Arbitral Tribunal and is a discretionary power. The general rule is to award costs in favour of the successful party and payable by the unsuccessful party. In view of the circumstances and in light of limited grounds of challenge under Section 34 of the Act, the application is dismissed.

Judgment:

Upon considering the submissions forwarded by DMRC and Voestalpine, the Court dismissed the petition filed by DMRC and held that the Arbitral Tribunal has correctly construed three distinct provisions of the Contract. A bare reading of the three clauses suggested that the Arbitral Tribunal, while enforcing the Contract cannot award interest over and above the contractual rates, which is not the case at hand.

According to the Court, the Arbitral Tribunal whilst relying upon the rule of *contra proferentem*, has rightly passed the Award. The association between the three clauses is a matter of interpretation of contract which is well within the jurisdiction of the Arbitral Tribunal and it cannot be interfered by the Court exercising powers under Section 34 of the Act unless the same is apparently unreasonable. When there can be two interpretations to a contract, it is not for the Courts to interfere or set aside such an award on account of one of such interpretation being adopted by the Arbitral Tribunal, as held in the case of *Associated Builders v. Delhi Development Authority*, 2014 (4) ARB LR 307.

The Court whilst dealing with the issue of cost, observed Section 31 (8) of the Act empowers the Arbitral Tribunal to fix costs for arbitrations. Section 31 A (1) of the Act provides discretion to Arbitral Tribunal to decide whether costs are payable by a party and the quantum thereto. Section 31 A (2) of the Act provides that if the Arbitral Tribunal orders as to payment of costs, the general rule applicable will be that the unsuccessful party shall pay such costs to the successful party.

Comment:

The settled principle of ‘*contra proferentem*’ has been re-affirmed by the Court under Section 34 of the Act when an interpretation of Contractual provisions adopted by the Arbitral Tribunal is reasonable beyond doubt. The judgment also re-affirms the intent of the legislature in inserting Section 31A of the Act which confers wide discretionary powers upon the Arbitral Tribunal to award costs in favour of the successful party to be borne by the unsuccessful party on the basis of conduct of the parties.

Further the contradictory clauses in standard form of contracts of Government bodies and their subsidiaries highlight their casual approach and speak volumes in which these provisions are referred upon and incorporated in the contracts. Such approach puts out a negated pattern when it deals with international trade and industry within India, more specifically when the private companies are foreign entities.

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Legal Alerts

Bombay High Court Upholds The Right Of An Unmarried Adult Daughter To Claim Maintenance From Father

The Bombay High Court in *Agnes Lily Irudaya vs. Irudaya Kani Arsan*, W. P. No.2872 of 2017, vide its judgment dated April 6, 2018, has upheld the right of an unmarried adult daughter to claim maintenance from her father.

The Writ Petition was filed by the mother on behalf of her daughter who was a major claiming maintenance under section 125 of the Code of Criminal Procedure, 1973 ("CrPC") and the main issues involved for the consideration of the Bombay High Court was whether a major daughter is entitled to maintenance under Section 125 of CrPC and whether a mother is entitled to file proceedings for claiming maintenance on behalf of her daughter.

In order to effectively adjudicate the controversy, the Bombay High Court took into consideration Section 125 of the Cr.P.C. which provides for maintenance of wife, children and parents. The Court opined that under Section 125 of the Cr.P.C., it is only the minor child who is entitled to claim maintenance if such child is not able to maintain itself. A child who has attained majority is entitled for claiming maintenance, on account of physical or mental abnormality or injury he is unable to maintain himself. There is no any specific provision contained in Section 125 for grant of maintenance to a daughter who is major.

However, the High Court relying upon the judgments of *Noor Saba Kahtoon vs. Mohd. Quasim* 1997(5) SCALE 248, *Jagdish Jugtawat Vs. Manju Lata and ors* reported in (2002) 5 SCC 422 and the judgment of the Division Bench of the Bombay High Court in *Vijaykumar Jagdishrai Chawla vs. Reeta Vijaykumar Chawla, III* (2011) DMC 687 (DB), held that the unmarried daughter though attained majority is entitled to claim maintenance from the father.

On the issue of whether the mother can claim maintenance on behalf of the daughter by initiating proceedings, the High Court held that the daughter can be a competent person to file her own application claiming maintenance. However, in order to avoid multiplicity of the proceeding, no fault can be found in the application preferred by the mother claiming maintenance with a view to meet the expenses of the daughter, since the mother has not claimed maintenance for herself and she has not denied the factum of her employment.

Accordingly, the order of the family court dismissing the application for interim maintenance filed by the Petitioner herein under section 125 of the CrPC was quashed and set aside. The Application preferred by the Petitioner was remanded back to the Family Court for proper adjudication by applying the parameters for grant of maintenance.



Corporate and Commercial

Companies (Incorporation) Second Amendment Rules, 2018

On March 23, 2018, the MCA, issued the Companies (Incorporation) Second Amendment Rules, 2018 for reservation of name wherein an application for reservation of name shall be submitted, through the MCA website, using form RUN (Reserve Unique Name) along with the fee as provided in the Companies (Registration Offices and Fees) Rules, 2014 which may either be approved or rejected by the Registrar, after allowing re-submission of such application with fifteen (15) days of the rectification of defects, if any.

Foreign Exchange Management (Transfer or issue of Security by a Person Resident outside India) (Amendment) Regulations, 2018

On March 26, 2018, the RBI notified the Foreign Exchange Management (Transfer or Issue of Security Outside India) (Amendment) Regulations, 2018 which is in line with press note 1 of the 2018 series issued by the Department of Industrial Policy and Promotion on January 23, 2018. In terms of these Regulations, amongst other things, the RBI has clarified that foreign investment in investing companies (not being a non-banking financial company) investing in the capital of other Indian entities, will require prior government approval and it has also been clarified that real estate business broking services shall be excluded from the definition of “real estate business” and 100% foreign investment is permissible in real estate broking services under the automatic route.

The Insolvency and Bankruptcy Board of India (Insolvency Professionals) (Amendment) Regulations, 2018

On March 28, 2018, the Insolvency and Bankruptcy board of India notified the Insolvency and Bankruptcy Board of India (Insolvency Professionals) (Amendment) Regulations, 2018 (“Amendment Regulations”). The Amendment Regulations prescribes the parameters for registration of insolvency professional. In terms of the Amendment Regulations, an individual shall be eligible for registration as an insolvency professional if he has passed the limited insolvency examination within the last 12 (twelve) months and has also completed a pre-registration educational course from an insolvency professional agency, as may be required by the IBBI. Further, such an individual also has to undergo continuing professional education as may be required by IBBI. These Amendment Regulations have been made effective from April 1, 2018.

Protection of Human Rights (Amendments) Bill, 2018

On April 4, 2018, the Union Cabinet gave its approval to the Protection of Human Rights (Amendments) Bill, 2018 for better protection and promotion of human rights in the country. The salient features of this Bill are as follows:

- a) It proposes to include “National Commission for Protection of Child Rights” as deemed Member of the Commission;
- b) It proposes to add a woman Member in the composition of the Commission;
- c) It proposes to enlarge the scope of eligibility and scope of selection of Chairperson, National Human Rights Commission as well as the State Human Rights Commission; and
- d) It proposes to incorporate a mechanism to look after the cases of human rights violation in the Union Territories.
- e) It proposes to amend the term of office of Chairperson and Members of National Human Rights Commission and State Human Rights Commission to make it in consonance with the terms of Chairperson and Members of other Commissions.

Registration as Registered Valuer with IBBI

On April 5, 2018, the Ministry of Corporate Affairs, with an objective to familiarise the eligible and desirous individuals and entities with the process of registration as a valuer with the Insolvency and Bankruptcy Board (IBBI), notified the process to be followed for registration as registered valuer with the IBBI under the Companies (Registered Valuers and Valuation) Rules, 2017. The process of registration of individuals as registered valuer with the IBBI is different from the process of registration of entities (partnership firms, LLP and companies) as registered valuer with the IBBI.

Prohibition on dealing in crypto currencies

On April 6, 2018, the Reserve Bank of India (“RBI”) issued a circular banning regulated entities from dealing in crypto currencies. The Reserve Bank of India has banned regulated entities like banks from dealing with or providing services to any individuals or business entities dealing with or settling virtual currencies with immediate effect. This move came after giving three warnings to the public at large for being cautious while dealing in crypto currencies. RBI has given three months to regulated entities like bank to exit the relationship with entities related with crypto currencies.



Companies (Share Capital and Debentures) Amendment Rules, 2018

On April 10, 2018, the Ministry of Corporate Affairs (“MCA”) issued the Companies (Share Capital and Debentures) Amendment Rules, 2018 amending the Companies (Share Capital and Debentures) Rules, 2014. The amendment has been made in rule 5, of sub-rule (3) of the Companies (Share Capital and Debentures) Rules, 2014 stating that, every certificate shall specify the shares to which it relates and the amount paid-up thereon and shall be signed by two directors or by a director and the company secretary, wherever the company has appointed company secretary. Provided that in case the company has a common seal it shall be affixed in the presence of persons required to sign the certificate. The amendment has been issued with certain explanations.

General Data Protection Regulations

The new European Union General Data Protection Regulation (“GDPR”) will come into effect on 25 May 2018. This regulation stipulates that any and all businesses within the European Union (EU), or dealing with the EU will have to comply with GDPR. This will make all the businesses liable to protect any data that is categorised as “personal”. For Indian businesses, this can be a serious setback as the EU is India’s largest trading partner.

Simply put, data privacy is obtaining consent of the individual to collect personal data, being transparent as to why it is being collected, and deleting it when consent is withdrawn. A fine line separates implicit consent (withdrawing) or explicit consent (allowing). Protecting data involves active steps to prevent breaches and leaks.

With little time remaining before GDPR comes into force on 25 May 2018, this is an opportune moment for several companies to revisit their policies and procedures with respect to data privacy and protection and ensure preparedness ahead of time.

Industrial Employment (Standing Orders) Central (Amendment) Rules, 2018

On March 16, 2018 the Ministry of Labour & Employment released a notification amending the Industrial Establishment (Standing Order) 1946. Prior to this amendment, the facility for hiring on fixed term contract was available only for the apparel manufacturing sector. However, with this amendment the facility for hiring employees on fixed term contract would be available for all sectors.

In terms of the amendment, a “fixed term employment workman” is a workman who has been engaged on the basis of a written contract of employment for a fixed period provided that (a) his hours of work, wages, allowances and

other benefits shall not be less than that of a permanent workman; and (b) he shall be eligible for all statutory benefits available to a permanent workman proportionately according to the period of service rendered by him even if his period of employment does not extend to the qualifying period of employment required in the statute.

Further, subject to the provisions of the Industrial Disputes Act, 1947 - (i) no notice of termination of employment shall be necessary in the case of temporary workman whether monthly rated, weekly rated or piece rated and probationers or badli workmen; and (ii) no workman employed on fixed term employment basis as a result of non-renewal of contract or employment or on the expiry of such contract period without it being renewed, shall be entitled to any notice or pay in lieu thereof, if his services are terminated provided that the services of a temporary workman shall not be terminated as a punishment unless he has been given an opportunity of explaining the charges of misconduct alleged against him.

Payment of Gratuity (Amendment) Bill, 2018

On March 22, 2018, the Parliament has passed the Payment of Gratuity (Amendment) Bill, 2018 (“Bill”). The bill ensures harmony amongst employees in the private sector and Public Sector Undertakings/Autonomous Organizations under Government who are not covered under CCS (Pension) Rules. These employees will be entitled to receive higher amount of gratuity at par with their counterparts in Government sector. The present upper ceiling on gratuity amount under the Payment of Gratuity Act, 1972 (“Act”) is INR 1,000,000/-. The provisions for Central Government employees under Central Civil Services (Pension) Rules, 1972 with regard to gratuity are also similar. Before implementation of 7th Central Pay Commission, the ceiling under CCS (Pension) Rules, 1972 was INR 1,000,000/-. However, with implementation of 7th Central Pay Commission, in case of Government servants, the ceiling has been raised to INR 2,000,000/-.

Therefore, considering the inflation and wage increase even in case of employees engaged in private sector, this Government decided that the entitlement of gratuity should also be revised in respect of employees who are covered under the Act. Accordingly, the Government initiated the process for amendment to Act to increase the maximum limit of gratuity to such amount as may be notified by the Central Government from time to time.

In addition, the Bill also envisages amending the provisions relating to calculation of continuous service for the purpose of gratuity in case of female employees who are on maternity leave from 'twelve weeks' to such period as may be notified by the Central Government from time to time.



Projects, Energy and Natural Resources

Macquarie Asia Investment Fund bags the First Toll-Operate-Transfer model project of NHAI

Singapore's Macquarie Asia Investment Fund has bagged the maiden toll-operate-transfer (TOT) model project of the National Highways Authority of India (NHAI). The Government had authorized NHAI to monetize public funded roads in an attempt to bridge the infrastructure investment gap in 2016. The winning bid is Rs 9681.5 crore, well above NHAI's valuation of Rs 6,258 crore for the project.

Under the TOT model, pension funds and PE firms are allowed to lease government owned national highways for 30 years by making an upfront payment. The lessee, in turn, gets the right to collect the toll, operate, manage and maintain the highway stretch.

Alstom announced completion of the first all-electric locomotive from its Madhepura facility

French MNC Alstom announced the completion of its first all-electric locomotive from its facility in Madhepura, Bihar in line with the government's Make-in-India programme and Indian Railways' target of achieving 100 percent electrification and sustainable mobility, which will bring down operating costs for the railways and cut down greenhouse gas emissions.

This first locomotive is part of a € 3.5 billion order comprising 800 electric double-section locomotives and this agreement remains the largest Foreign Direct Investment (FDI) in the railways sector to date, contributing to the Ministry of Railways' public-private partnership programme to modernize the country's rail infrastructure. 90 percent of the components for the prototype were sourced locally by the manufacturing company.

Alstom has also announced three new contracts worth approximately € 75 million including a power supply contract from the Mumbai Metro Rail Corporation Ltd (MMRCL), contract for new train sets from Chennai Metro Rail Corporation and another power supply contract from Jaipur Metro Rail Corporation.

Major Port Authorities Bill introduced in the Parliament

The Government has introduced the Major Port Authorities Bill in Parliament to replace the existing Major Port Trusts Act, 1963 aiming to provide more autonomy and flexibility to Major Ports and to professionalize their governance. Under the proposed Bill, all Major Ports will be empowered to make their own master plan for areas within their port limit to the exclusion of any State or local regulations.

The Bill has been made compact by reducing its number of sections from the existing 134 to 65 and also the number of Board Members of the Port has been reduced to 11-13 from the existing 19-21. Ports would now be required to take Central Government approval only on 8 occasions instead of existing 32 and also the appointment of Independent Members for professional and better decision making has been allowed. The Board can now raise loans / additional capital from Indian & Foreign lenders.

MMRDA considering PPP model for O&M of the metro network in the city

The Mumbai Metropolitan Region Development Authority (MMRDA) is considering adopting the public-private partnership (PPP) model initially in the operation and maintenance (O&M) aspects, as they prepare to operate around 300 km of metro corridors in the city in next five to six years. Eventually, the MMRDA proposes to function on the same lines as DMRC, implementing projects and also being an operating and maintaining authority, the idea being becoming self-sufficient and a single body dealing with all the corridors.

The MMRDA, after completing the construction of the Metro corridors in the city, may also consider providing its expertise to help construct similar corridors in other cities in India.

Highway Monetization plan off to a good start

Highway Monetization Plan of the Ministry of Road Transport & Highways on the Toll-Operate-Transfer mechanism to raise funds for financing future projects gets started after the joint venture between Macquarie and Ashoka Buildcon emerged as the highest bidder (Rs 9681.5 crore) for the Union government's first batch of nine Toll-Operate-Transfer (TOT) projects worth Rs 96.8 billion. This particular tranche covers 9 stretches in total - 5 highways running across Andhra Pradesh and 4 highways in Gujarat.

The funds generated from monetization of highways will be used for new infrastructure programmes like Bharatmala, the government's ambitious Rs 7 lakh crore road building initiative.



IP Updates

Delhi High Court's directive to YouTube to disclose user information

In the matter of Shri Rakesh Kumar Mehta (“**Plaintiff**”) Vs. Shri Dushyant Kumar & Another (“**Defendant**”) filed in the Delhi High Court, the Plaintiff sought a decree in his favour for permanent injunction against the Defendant from reposting his videos including 101 video lectures already posted and from further posting on the website of YouTube LLC, the Defendant No. 2 in this case. The Plaintiff states that he is the author of the original literary work contained in the video recording of his lectures of the Chartered Accountancy Courses delivered by him on V-Sat platform which has been posted by the Dushyant Kumar, the Defendant No. 1 on a channel named “CA-ROCK” on the website of the Defendant No. 2 without the permission of the Plaintiff and thereby infringing the copyright of the Plaintiff.

The Defendant No. 1 on 1st January, 2017 submitted to the Court that he would be okay to suffer a decree of permanent injunction as sought by the Plaintiff against him. The Court on the same day also noted that the Defendant No. 2 would also remove all the infringing videos from its website. As the pleading have been completed in the matter, the matter was fixed for framing the issues and on 5th January, 2018, the court noted that prima facie none of the prayers in the suit would survive against the Defendant No. 2.

The Plaintiff further states that there are unknown entities which have been uploading infringing videos on the website of the Defendant No. 2 even after the infringing videos have been disabled by the Defendant No. 2 on the request of the Defendant No. 1 and urged the Defendant No. 2 to provide the identity of the person who has uploaded the infringing material on the website of the Defendant No. 2. The Plaintiff states that he is worried as some entities would continue infringing his copyright and he would need to repeatedly come to the Court for relief. The Court relied on the provisions as stated in the Information Technology (Intermediary Guidelines) Rules, 2017 which states that on a lawful order the intermediary has to provide information for the purpose of verification of identity or for prevention of violation of any law.

The Court relied on the following observation passed in Myspace Inc. Vs. Super Cassettes industries Limited, 2017 (69) PTC1, “*Though Prima facie MySpace is not liable for secondary infringement, yet there is no gain saying that infringing works are on its website. The court is under duty to device an equitable relief suited to the facts when liability has not been ascertained fully. At the same time precious independent talent would suffer without due recognition and monetary incentives given that monies performers would have received by licensing content are now available freely without payment. Despite several safeguard tools and notice and take down regimes, infringed videos find their ways. The remedy here is not to target intermediaries but to ensure that infringing material is removed in an orderly and reasonable manner.*”

The Court found that in addition to the Defendant No. 1 some unknown entities have been violating the copyright of the Plaintiff and that unknown entities cannot be permitted to defeat the copyright of the Plaintiff by reloading the infringing videos after it is disabled by the Defendant No. 2 on the request of the Defendant No. 1. The Court held that it would be appropriate to direct the Defendant No. 2 to give the Plaintiff the information and details of the identity of person who has uploaded the videos on the website of the Defendant No. 2 after the same has been disabled by the Defendant No. 2. The Court vide its order dated 13th March, 2018 directed the Defendant No.2 to provide information of those unknown entities to the Plaintiff within a time frame and held that Plaintiff would be free to initiate appropriate proceedings against the persons as disclosed by the Defendant No.2.



Recent Events

Clasis Law's end of FY 2017-18 Catch-up Meet at Mumbai



Indo-French Defense & Aerospace Cooperation April 16, 2018, New Delhi

Lovejeet Singh, Associate attended Indo-French Defense & Aerospace Cooperation (IFDAC) organised collectively by Society of Indian Defence Manufacturers (SIDM), GIFAS (a French aerospace industry association) and Confederation of Indian Industry (CII). IFDAC was attended by Hon'ble Minister of State for Civil Aviation, Government of India and Secretary (Defence Production), Ministry of Defence. The purpose of IFDAC was to attract French companies to invest in the sector and manufacture their products in India. The event was attended by more than sixty (60) French companies and several Indian companies in defence and aviation space. French companies explored the opportunities for potential collaborations with the Indian counterparts during the event.

As the world's most prestigious and cash-rich Twenty20 tournament Indian Premier League (IPL) is back with its 11th edition , we bring to you an interesting quiz on this famous league where many records have been created and shattered in equal measure. Attempt our quiz and see how well you match up!!

1. When was IPL launched?

- a) 2007
- b) 2010
- c) 2006
- d) 2008

2. Which team has never won the tournament despite reaching the finals thrice?

- a) Royal Challengers Bangalore
- b) Delhi Daredevils
- c) Deccan Chargers
- d) Pune Warriors India

3. The Purple Cap award is given to whom?

- a) Highest run-scorer in the tournament
- b) Most Wickets taken by bowlers in the tournament
- c) Maximum sixes by batsman in the tournament
- d) Most number of hat-tricks in the tournament

4. Who has been the costliest player in the IPL 2018 auction?

- a) Jaydev Unadkat
- b) Chris Lynn
- c) K L Rahul
- d) Ben Stokes

5. Which player has scored the maximum runs till last season?

- a) Chris Gayle
- b) Virat Kohli
- c) Suresh Raina
- d) Rohit Sharma

6. Maximum how many foreign players can play in the playing eleven of the IPL match?

- a) 4
- b) 5
- c) 3
- d) Not fixed, depends on the decision of Captain of the team

7. What will be the winner prize money for IPL 2018?

- a) \$1.75 Million
- b) \$4 Million
- c) \$2 Million
- d) \$3.5 Million

8. Which company bagged the sponsorship for being the Official Umpire Partner for next five years (2018-2022)?

- a) Vivo
- b) Ceat Tyres
- c) Paytm
- d) Tata Nexon

9. What is going to be the venue for IPL Season 11's final match?

- a) Eden Gardens
- b) Feroz Shah Kotla Ground
- c) M. Chinnaswamy Stadium
- d) Wankhede Stadium



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This publication is not intended to be a comprehensive review of all developments in the law and practice, or to cover all aspects of those referred to herein. Readers should take legal advice before applying the information contained in this publication to specific issues or transactions.

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