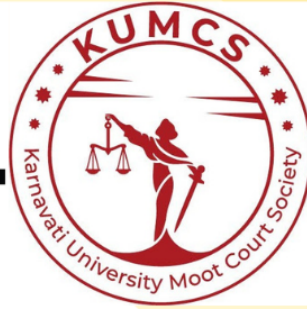




**UWSL**



**INTERNATIONAL  
MOOT COURT COMPETITION  
ON INTERNATIONAL COMMERCIAL ARBITRATION**

**2024**

**11-13TH APRIL 2024**

**UWSL, KARNAVATI UNIVERSITY**

## IMPORTANT DATES

COMMENCEMENT  
OF REGISTRATION

20 DEC 2023

LAST DATE TO SEEK  
CLARIFICATIONS ON  
MOOT PROBLEM

15 FEB 2024

SUBMISSION OF  
MEMORIALS  
(SOFT COPY)

25 MAR 2024

INTERNATIONAL  
MOOTCOURT  
COMPETITION

11-13 APR 2024

## ABOUT KARNAVATI UNIVERSITY & UWSL



Karnavati University is a State Private University dedicated to excellence in teaching and focused on interdisciplinary learning. Spread over 33 acres of land, the University is located in Uvarsad near Gandhinagar. Karnavati University was granted Private University status in March 2017 by the state of Gujarat through the Gujarat Private Universities Act, 2017.

Unitedworld School of Law is a constituent school of Karnavati University, Gandhinagar, Gujarat. UWSL offers interdisciplinary law programs namely, BB.A. LL.B. (Hons.) and B.A. LL.B. (Hons.) with various specializations like IPR, Business Law, Criminal Law, International Law, LL.M. as

well as doctoral programs. UWSL in a short span of its existence has adopted diverse strategies to create a lively pedagogic environment.

The Karnavati University Moot Court Society (KUMCS) is a student run committee under the guidance of faculty Advisors, which seeks to channelize the students on the mooting path.

# MOOT COURT – RULES & REGULATIONS

## LANGUAGE

The official language for the Moot Court Competition shall be English only.

## ELIGIBILITY

The Competition is open to all students, enrolled bona - fide on a regular basis in an undergraduate/postgraduate law course or its equivalent conducted by any recognized College/ Institution/ University.

## TEAM COMPOSITION

Each participating university/college/institute can nominate a team consisting of three student members, out of whom, two will be speakers and one will be the researcher.

Any additional member will not be entitled to local hospitality. He shall also be not entitled to any kind of prize/ award in the competition.

## DRESS CODE

Ladies: White shirt and black pant/black skirt along with black tie, black coat and black shoes.  
Gentlemen: White shirt, black trousers, black tie along with black coat and black shoes.

Strict adherence to the dress code is solicited. Failure will result in disqualification.

## ACCOMODATION

Accommodation shall be provided to the participants only on the days of the Competition. Teams that intend to arrive prior to or leave after the specified dates are required to make their own arrangements.

Teams shall be responsible for their transportation to and from the airport/railway station/bus station to the accommodation.

## REGISTRATION

Registration Fee is 6,000/- (Rupees Six Thousand Only).

The registration of team is considered to be complete, once the registration fee is paid and the registration form is e-mailed with all necessary details.

Registration fees once paid will not be refunded.

Every team which has registered under the Rules shall be allotted a unique code. Once the unique code has been allotted, every team must use the team code for any communication with the Organizers during the course of the Competition.

## MODE OF PAYMENT

Online Payment: The Online Payment of Participation Fees can be done by making payment on the below Account:

Account Name Unitedworld School of Law A Unit of KMET  
PAN No.: AAATK7408C  
Bank Name: YES Bank Ltd  
Branch:  
Bhuyangdev, Ahmedabad-380061  
Saving Account No.: 070988700000175  
IFSC Code: YESB0000709

# STRUCTURE OF THE COMPETITION

The formal commencement of the competition shall be from the afternoon of 11th April, 2024. The competition will start with the inaugural ceremony, followed by a draw of lots on 11th April, 2024. The Preliminary Rounds and Quarter finals will take place on the 12th of April 2024. The Semi-finals and finals will be conducted on the 13th of April 2024 followed by the valedictory function. Certificates and prizes will be distributed only during the valedictory function. No prize/certificate will be given to participants who are not present at the valedictory session.

## PRELIMINARY ROUNDS

There shall be two preliminary rounds on 12th April 2024, and every team shall be given the opportunity to argue for each side. The Lots for the Preliminary rounds will be drawn on 11th April 2024. The Petitioner shall be allotted a total of 15 minutes to speak, including any surrebuttals. The Respondent shall be allotted 15 minutes for rebuttal and arguments. Any extension of time beyond the specified period shall be subject to the discretion of the judges. The division of time between the speakers is the discretion of the team members, subject to a maximum of 8 minutes for one speaker. Before the commencement of the each round, each team shall indicate to the 'court officer' as to how they wish to allocate their time.

At the end of the preliminary rounds, the top 8 teams will qualify for the Quarter Finals. The top 8 teams will be selected on the basis of number of rounds won. A team shall be credited with a win, if its total marks in the respective session are higher than those of its opponent team. In the case of a tie, combined total marks of both the preliminary rounds shall be considered. The team with the higher score will advance to the Quarter Finals. If the situation of the tie still persists, then it would be resolved by considering the memorial scores.

## QUARTER FINALS

The Quarter Finals will be a ranking round and will take place on 12th April 2024. The top 4 teams, with the highest total scores in these oral rounds shall qualify for the semi-final rounds. The side to be represented by a team shall be determined by way of draw of lots with the teams picking the lots after the completion of the preliminary rounds.

Each team shall get a total time of 20 minutes to present their case and this shall include the time for 'rebuttal' and 'Surrebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges.

The division of time between the speakers is the discretion of the team members, subject to a maximum of 12 minutes for one speaker. Before the commencement of the round, each team shall indicate to the 'court officer' as to how they wish to allocate their time.

## SEMI FINALS

The Semi-Finals will be held on 13th April 2024. The Semi-Finals will be a ranking round. The top 2 teams, with the highest total scores in these oral rounds shall qualify for the Final rounds. The side to be presented by the team shall be determined by way of draw of lots with the teams picking the lots after the completion of quarter-finals rounds.

Each team shall get a total of 25 minutes to present their case. This time will include the time for 'rebuttal' and 'Surrebuttal'. Any extension of time beyond the specified period shall be subject to the discretion of the judges. The division of time between the speakers is the discretion of the team members, subject to a maximum of 14 minutes for one speaker. Before the commencement of the round, each team shall indicate to the 'court officer' as to how they wish to allocate their time.

## FINALS

The Final will be held after the Semi-Finals on 13th April 2024. A team will be Credited with a win in the Final if the total marks are higher than those of its opponent team. Each team shall get a total of 30 minutes to present their case. This time will include the time for 'rebuttal' and 'Surrebuttal'.

The division of time between the speakers is the discretion of the team members, subject to a maximum of 18 minutes for one speaker. Before the commencement of the round, each team shall indicate to the 'court officer' as to how they wish to allocate their time

# MEMORIAL RULES

All memorials submitted for all purposes of the Competition shall strictly adhere to the rules of the Competition.

Each Team participating in the Competition must prepare one Memorial on behalf of Petitioner(s)/ Appellant(s) and one on behalf of the Respondent(s).

Each team has to submit 5 hard copies of the Memorials from each side at the time of registration. Non-compliance will entail a penalty of deduction of 10 points per copy not submitted.

The mode of citation throughout the memorial shall be 19th Edition of Harvard Bluebook.

Appellant memorials are required to have a light blue cover and Respondent memorials are required to have a bright red cover.

The memorials shall not contain any form of identification apart from the team code. If any such identification or mark, symbol, etc. which has the effect of identifying the team is found on the memorial, then it shall result in instant disqualification.

The hard copy of memorial must be exact replica of the soft copy submitted with the Organizers. Any difference in the same will result in disqualification from the Competition.

Each Team must send a soft copy of their memorials, in PDF format only, for evaluation by 25<sup>th</sup> March 2024 before 11:59P.M. to [kumcs.uwsl@karnavatiuniversity.edu.in](mailto:kumcs.uwsl@karnavatiuniversity.edu.in) with the subject "Memorials for UWSL International Moot Court Competition" followed by TEAM CODE. Memorials submitted beyond the deadline shall incur a liability of 10 points for the first day of delay and 10 points each day till 27<sup>th</sup> March, 2024. No extension of time will be granted with respect to this deadline. Memorials shall be sent as an attachment with the mail in the form of single file for each side of the memorial

## GUIDELINES FOR FORMATTING

All memorials shall be prepared to the following specifications:

- Memorial or counter memorial shall not be more than 25 typed pages.
- Memorials must be typed and submitted on standard A4 size paper.
- Font and size of the text of all parts of the memorial (excluding footnotes) must be the same and must be in Times New Roman 12 font size.
- The texts of all parts of each memorial must be double line-spaced, with one-inch margin on both sides.
- The text of footnotes may be single line spaced. The font size of foot notes must be 2 points less than the text font.
- There must be double spacing between

separate footnotes and between each heading and the body text of the memorial.

- Quotations of sources outside of the memorial of fifty words or more in any part of the memorial shall be block quoted and must be single-spaced.
- The table of Contents, Index of Authorities and Case Title are not included in the 25 typed pages limit.

## CONTENT OF MEMORIAL:

The Memorial shall consist of the following parts:

- Table of Contents
- Index of Authorities (including corresponding page numbers)
- Statement of Jurisdiction
- Identification of Issues
- Statement of Facts
- Summary of Pleadings

## MARKING SCHEME

Marking Criteria	Marks Allotted
Knowledge of Facts & Law	20
Extent & Use of Research	20
Drafting Skills	20
Proper & Articulate Analysis	20
Grammar & Style	10
Formatting & Citation	10
Total	100

## AWARDS

WINNER TEAM	Rs. 50,000/-
RUNNER UP TEAM	Rs. 40,000/-
2nd RUNNER UP TEAM	Rs. 30,000/-
BEST MEMORIAL	Rs. 10,000/-
2nd BEST MEMORIAL	Rs. 5000/-
BEST SPEAKER	Rs. 10,000/-
2nd BEST SPEAKER	Rs. 5000/-

Along with cash prize, trophies shall also be awarded.  
•Certificates for participation will be given to all the participants.

•Separate Certificates will be provided to the Quarter- Finalists, Semi-Finalists, Runners-up and Winners.

•All Certificates and awards will be presented to the participants only at the Valedictory Ceremony on the evening of 8th April 2023. The participants are advised to finalize their travel plan accordingly.

•The certificates will not be provided to any participant who is not present at the Valedictory Ceremony and the same will not be sent by post/courier to any participant under any circumstances whatsoever.

## PENALTIES

Scouting is strictly prohibited. In case of scouting, aggrieved teams may file a written complaint of scouting to the Organizers. The decision of the Organizers shall be final and binding.

Non — Disclosure of Identity: Teams shall not disclose their identity, i.e. the name of their institution, city, etc. or any other information which has the effect of disclosing their identity and affiliation with a particular university or institution. Such disclosure shall result in disqualification subject to the discretion of the Organizers.

## MISCELLANEOUS

•Upon completion of the competition, the organising committee reserves the exclusive right to use the memorials submitted to them, as they deem appropriate.

• Participating teams should carry with them required study or reference materials for their own use during the oral rounds of competition.

• Participating teams shall be expected to maintain the proper decorum of the courtroom during the proceedings and shall conduct themselves in a manner befitting the legal profession.

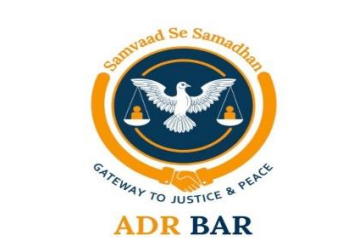
• The organising committee's decision as regards the interpretation of these rules or any other matters related to the Moot Court competition shall be final and binding. If there is any situation, which is not covered by these rules, the decision of the organising committee shall be final.

• The Organising Committee reserves the right to amend/change the rules & regulations with prior notice to all registered teams.

Direct all your queries to [kumcs.uwsl@karnavatiuniversity.edu.in](mailto:kumcs.uwsl@karnavatiuniversity.edu.in)

For all details related to the moot court competition visit the following site:  
<https://karnavatiuniversity.edu.in/uwsl/second-international-moot-court-competition-2024/>

## KNOWLEDGE PARTNER



# MOOT PROPOSITION

Rolls On is a leader in the Automobile Industry in Singapore. It is one of the pioneers in the luxury automobile segment in the global market. It has garnered a reputation of manufacturing impeccable quality automobile engines. For a long period of time Rolls On has sought to penetrate the Market of Republic of Windia, but no substantial prospects emerged for a decade.

Pushpak Enterprise Limited (PEL) on the other hand, is a prodigy in automobile segment in Windia. PEL is incorporated in Bangalore, Windia. It was envisioned by a great philanthropist and businessman, i.e. Ravana. Ravana is also the CEO and Chairperson of PEL. PEL enjoys a strong confidence in Windian community as the vehicles manufactured by PEL are known to be sturdy and reliant.

On 21st June 2021, Rolls On came into contact with Ravana in Delhi (Widia) for possible business acquisition. However, Ravana felt that any acquisition by an outsider would result in increase in the price of automobiles, and further it will make it difficult for the commoners to afford a four wheeler in Windia. Ravana went back to Bangalore and discussed the proposal with the Board of Directors of PEL. The proposal was rejected by the board as well. Therefore, Ravana returned to Delhi and rejected all the bear hug proposals made by Rolls On to acquire PEL. In the subsequent meeting on 21st July 2021 Rolls On expressed its idea of sharing advanced technology of manufacturing of automobile engines to Ravana if he chooses to agree to a joint business venture with Rolls On. Ravana felt that this was the right opportunity to grasp as this technology transfer would eventually result in Windian capacity to indigenously manufacture international level cars at affordable prices. Ravana took the proposal to Bangalore for approval of Board of Directors of PEL. This time the Board of Directors approved the proposal.

In view of the discussion that took place on 21st July 2021, a special purpose vehicle, Future World Cars Limited (FWCL), was incorporated in Bangalore. It was agreed that Rolls On would provide all advanced machinery for the production of cars and, Ravana and PEL would provide required land and manufacturing unit for the operations of FWCL. All preparations were made by Rolls On, PEL and Ravana to carry out the joint operations. It was agreed that PEL would have 35% shareholding in the venture and 35% shareholding would remain with Rolls On and 30% will remain with rest of the Windian investors. It was also agreed that PEL will have 3 directors on the board of FWCL and 4 directors will be appointed by Rolls On and 2 directors will be appointed by rest of the Windian investors on the board of FWCL. This Shareholders Agreement was entered into between Rolls On, FWCL, PEL and Ravana. The said Shareholders Agreement (as provided in the Annexure 1) was also incorporated in the Articles of Association of FWCL. The said agreement also stated that the IPRs transferred by Rolls On to FWCL shall not be used by Ravana, PEL or any other member of the FWCL except Rolls On and FWCL itself. In lieu of transfer of the IPRs, Rolls was provided a Right of First Refusal under the said agreement. It provided that any share of FWCL, including the shares held by PEL and other Windian Investors, cannot be sold to anyone unless the shares are first offered to Rolls On. In case Rolls on refuses to buy those shares, then the subsequent price at which the shares are sold to anyone else should not be less than the price at which the shares were offered to Rolls On. Consequently, a manufacturing plant was set up at Kumkum District in Bangalore State to carry out the operations of FWCL. The Kumkum district was famous for its diverse flora and fauna.

The operations of FWCL went on smoothly for a year. However, on 25th July 2022 an NGO by the name People's Odin raised an alarm against the detrimental effect of operation of companies like FWCL on the flora and fauna of Kumkum district. In light of the same Pollution Control Board took action against such companies in Kumkum district. Out of 50 such companies 10 companies including FWCL were fined Rs. 100 cr for the damages caused to the flora and fauna. Moreover, they were asked to move their operations out of Kumkum. Notably, the founder of the NGO was none other than Sita, the daughter of Ravana. The decision of Pollution Control Board was appealed by FWCL in the National Green Tribunal (NGT). However, no relief was granted by the NGT and the request to set aside the decision of Pollution Control Board was rejected.

In light of the legal development and financial burden faced by FWCL, a request was made to Rolls On to provide requisite funds in order to let FWCL survive. However, Rolls On refused to infuse anymore funds into FWCL. A board meeting was held in 20th November 2022, wherein possible solution to resolve the impending problem was discussed by FWCL. Meanwhile, an offer was made by PEL to acquire 30 percent shares of Windian Investors of FWCL. This offer was made by PEL in order to meet the financial requirements of FWCL and consequently PEL promised to meet the legal cost imposed on

the company and the cost to relocate the factory plant unit of FWCL. The majority of the directors of FWCL agreed to the proposal on 21st November 2022. Rolls On, enraged by the actions of Ravana and PEL, approached several governmental authorities including Competition Commission of Windia (CCW). Rolls On argued before the competition commission that the actions of PEL and FWCL appear to be anti-competitive and in violation of Shareholders Agreement and also in violation of Articles of Association of FWCL. It was also alleged that the action of PEL and Windian Investors appears to be oppressive and hence in violation of Companies Act 2013. However, the CCW rejected the claims of Rolls On regarding the anti-competitive behavior of FWCL and PEL. In respect of the other claims, the CCW did not answer the other questions as they were outside the jurisdiction of CCW

Rolls On sent a notice of Dispute to PEL, Ravana and FWCL on 5th December 2022 as per Annexure II. As per the Arbitration Agreement and according to the SIAC (Singapore International Arbitration Centre) rules an emergency arbitration was sought by Rolls On. SIAC appointed a sole arbitrator to act as emergency arbitration tribunal. The arbitral proceedings were conducted by the emergency arbitrator through Video Conferencing where representatives of Rolls On were sitting in Singapore and Representatives of FWCL, PEL and Ravana were sitting in Delhi. Rolls On stated before the emergency arbitration tribunal that FWCL should not be allowed to go ahead with the sale of shares to PEL as it is against the Shareholders Agreement which was even incorporated in the Articles of FWCL. It was also argued that the action of FWCL amounts to violation of Shareholders Agreement regarding the exclusive use of IPR by FWCL & Rolls On. Rolls On further alleged that this is a scheme devised by PEL and Ravana in collaboration with People's Odin NGO to cause legal trouble to the company in order to let PEL to acquire controlling shares in the company. The collective action of FWCL, PEL, Ravana and People's Odin amounts to a fraudulent act. By acquiring controlling shares of FWCL, PEL can use IPR of FWCL which would clearly violate the said agreement. Rolls On further alleged that the action of PEL along with Windian Investors amounts to oppression and mismanagement.

On the other hand, it was argued by Ravana, PEL and FWCL that as per the Windian Law no restriction on Transferability of shares can be imposed in a public company and therefore the agreement is not valid, even if the arbitration agreement survives then too, the Shareholders agreement as well as the Articles of Association of FWCL cannot be enforced under Windia Law.

The emergency arbitration tribunal passed an award in favour of Rolls On. The Arbitral Tribunal held that the proper law applicable to Arbitration is the law of Singapore and such Shareholders Agreements are valid and enforceable in Singapore. Therefore, the Arbitral Award concluded that there was an oppressive behaviour by PEL and Windian Investors against Rolls on and the action of attempt to sell the shares to PEL by FWCL was in violation of the Shareholders Agreement and Articles of FWCL. The emergency arbitration tribunal passed the following award, "the shareholders agreement and articles of the company are binding and hence PEL, Ravana and FWCL are bound by the abovementioned documents, and therefore the emergency tribunal holds that no sale of shares as per the proposal agreed on 21st November 2022 is possible to PEL. Also, as per

Rolls On sought to enforce the emergency arbitration award before the Commercial Division of Delhi HC. In response to this FWCL, Ravana and PEL opposed the enforcement before the court.

The Commercial Division of Delhi High Court framed the following issues:

- Issues
- Whether the Commercial Division of Delhi HC of Windia can enforce the emergency Arbitration Award?
  - Whether the dispute is arbitrable as it relates to Oppression and Mismanagement, and fraud?
  - Whether damages can be claimed by Rolls On against FWCL, PEL and Ravana.
- {Note: i). The laws of the Republic of Windia are PariMateria with India  
ii). CCW is Competition Commission of Windia. This organization is similar to Competition Commission of India (CCI) and has same legislative provisions and rules as applicable to CCI}

## **Annexure I Shareholders Agreement**

This agreement is entered into between Ravana (Party 1), PEL (Party 2), Rolls On (Party 3) and FWCL (Party 4) on 30th day of August 2021. The parties have resolved to accept the following terms

Article I: Restricted Use of IPR

It is hereby agreed between Party 1,2,3 & 4 that the IPR and technology transferred by Party 3 to Party



4 cannot be used by anyone else except party 3 & 4. And no action shall be taken by Party 1, 2 & 3 to cause transfer of such right to Party 1 & 2 or to anyone else.

#### Article II: RoFR

It is hereby agreed between Party 1,2,3 & 4 that any share of Party 4, including the shares held by Party 2 and other Windian Investors, cannot be sold to anyone unless the shares are first offered to Party 3. In case Party 3 refuses to buy those shares, the subsequent price at which the shares are sold to anyone else should not be less than the price at which the shares were offered to Party 3.

#### Article III: Liquidated Damages

1. Any violation of the agreement herein made by the parties in the Article I and II will result in a penalty of 10 Cr plus any profit made or any potential gain that may arise on behalf of party making such violation plus any loss suffered by Party 3 as a consequence of such violation.

2. Any penalty imposed by the arbitral tribunal shall only be imposed according to the report of an independent valuer.

#### Article IV: Dispute Resolution

Any or all dispute that may arise under this agreement shall be resolved by Arbitration as per the arbitration agreement provided in the Annexure II.

Party 1, 2, 3 & 4 hereby give their consent to abide by the terms of this agreement.

### **Annexure II Arbitration Agreement**

This agreement is entered into between Ravana (Party 1), PEL (Party 2), Rolls On (Party 3) and FWCL (Party 4) on 30th day of August 2021. The parties have resolved to accept the following terms

#### Article I: Disputes

The parties agree that any dispute Arising out of the Agreement mentioned under Annexure I (Shareholders Agreement) will be submitted to Arbitration in the manner prescribed under Article II of this Agreement.

#### Article II: Appointment of Arbitrator

If any dispute as mentioned in Article I arises then it must be resolved by an Arbitral Tribunal set up by SIAC (Singapore International Arbitration Centre) as per (SIAC Rules 2016) which is hereby appointed as designated Institution under this article. The SIAC shall appoint a sole arbitrator to resolve the dispute between the parties herein mentioned.

#### Article III: Place of Arbitration

The place of arbitration shall be mutually decided by the parties according to their convenience.

#### Article IV: Removal of Difficulty

Any matter not stated here, regarding the arbitration procedure, and deemed necessary shall be resolved by the designated institution.

Party 1, 2, 3 & 4 hereby give their consent to abide by the terms of this agreement.

**Mr. Yash Pandey**  
Assistant Professor, UWSL, KU  
Author of the moot proposition





## OUR MENTOR

Shree Ritesh Hada

President, Karnavati University



## CHIEF PATRON

Dr. Lalit Bhasin

Managing Partner, Bhasin & Company



## PATRON

Prof. Dr. P. Lakshmi

Dean of Unitedworld School of Law

## FACULTY COORDINATORS



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## STUDENT COMMITTEE

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## Advisory Board



Hon'ble Justice Mr. Kalpesh Satyendra  
Jhaveri  
Former Chief Justice of Orissa High Court



Mr. Sameer Shah  
Director, Chartered Institute of Arbitrators  
(CI Arb)



Mr. Ganesh Chandru  
Partner at Dua Associates

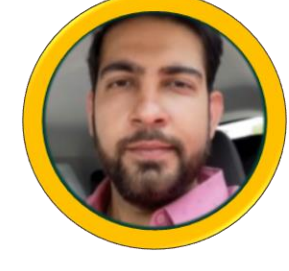


Jurist Dr. Srikant Parthasarathy  
Startup Lawyer, Arbitrator, Legal Author



Mr. Tariq Khan  
Registrar, International Arbitration &  
Mediation Centre, Hyderabad

## Our Esteemed Panel of Judges of Previous Moot



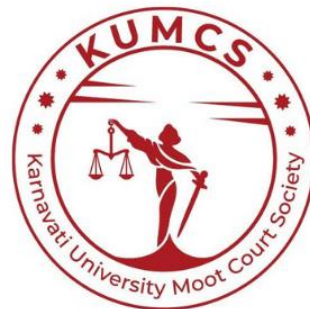


# CAMPUS VENUE

- UNITEDWORLD SCHOOL OF LAW, KARNAVATI UNIVERSITY, UVARSAAD-ADALAJ ROAD KNOWLEDGE VILLAGE, GANDHINAGAR, GUJARAT — 382422
- 18 KMS (25 MINS DRIVE) FROM THE SARDAR VALLABHBHAI PATEL INTERNATIONAL AIRPORT (AMD)
- 7KMS (15 MINS DRIVE) FROM THE GANDHINAGAR RAILWAY STATION
- 24 KMS (40 MINS DRIVE) FROM THE KALUPUR RAILWAY STATION, AHMEDABAD
- 29 KMS (50 MINS DRIVE) FROM THE NEW GEETA MANDIR ST BUS STAND, AHMEDABAD



**UWSL**



**UWSL, KARNAVATI UNIVERSITY, GANDHINAGAR**