


<b>Name:</b> <b>Enrolment No:</b>			
<p style="text-align: center;"><b>UPES</b>  <b>End Semester Examination, May 2025</b></p> <p> <b>Course: Legal Framework of Indian Oil and Gas Sector</b>      <b>Semester : II</b>  <b>Program: LL.M (EEL)</b>      <b>Time : 03 hrs.</b>  <b>Course Code: CLEL7018</b>      <b>Max. Marks : 100</b> </p> <p><b>Instructions: All questions are compulsory. Kindly attempt all parts of a question together.</b></p>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
<b>S. No.</b>		<b>Marks</b>	<b>CO</b>
Q 1.	State the Objectives of The Indian Strategic Petroleum Reserves Limited (ISPRL).	<b>2</b>	<b>CO1</b>
Q 2.	State the Punishment for willful damages to common carrier or contract carrier under the PNGRB Act.	<b>2</b>	<b>CO1</b>
Q 3.	State the role of GAS ADVISORY BODY (GAB).	<b>2</b>	<b>CO1</b>
Q 4.	State the role of the Ministry of Petroleum and Natural Gas in formulating and implementing policies for the oil and gas sector.	<b>2</b>	<b>CO1</b>
Q 5.	Define the term "Exploration" in the context of the Upstream oil and gas sector.	<b>2</b>	<b>CO1</b>
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b> <b>Short answer type questions</b>			
Q 6.	Explain the role and powers of Directorate General of Hydrocarbon.	<b>5</b>	<b>CO2</b>
Q 7.	Explain the Objective of Policy for Development of Natural Gas Pipelines and City or Local Natural Gas Distribution Networks.	<b>5</b>	<b>CO2</b>
Q 8.	Identify the potential benefits and drawbacks of allowing private companies to participate in the upstream exploration and production of oil and gas in India.	<b>5</b>	<b>CO2</b>
Q 9.	Explain Petroleum Mining Lease (PML) and which authority grants it under Indian law?	<b>5</b>	<b>CO2</b>

<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b> <b>Long answer type questions</b>			
Q 10.	Do the Gas Swapping Guidelines override existing contractual obligations between a buyer and seller under a Gas Sales Agreement (GSA)? Analyse the legal standing of the guidelines in relation to private contracts.	<b>10</b>	<b>CO3</b>
Q 11.	Can an offshore operator in India delegate core safety responsibilities to a third-party agency and claim exemption from liability in case of a mishap? Support your answer with reference to the statutory framework.	<b>10</b>	<b>CO3</b>
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b> <b>Case study-based questions</b>			
Q 12.	<p><b>In 2007, Petro Global Ltd. entered in a Production Sharing Contract (PSC) with the Government of India for an offshore block in the Krishna-Godavari Basin. The contract allowed Petro Global to recover costs before sharing profits with the government. In 2017, the government introduced the Revenue Sharing Contract (RSC) model under the Hydrocarbon Exploration and Licensing Policy (HELP), emphasizing simplicity, transparency, and non-involvement in cost recovery audits.</b></p> <p><b>In 2024, Petro Global sought to acquire a new block under the RSC model but raised concerns regarding the viability of the project due to fluctuating global oil prices and high capital investment. Meanwhile, disputes arose over audits and cost recovery from the earlier PSC regime.</b></p> <p>Analyse the key legal and operational differences between the PSC and RSC frameworks in India. How do these differences affect investor confidence, government revenue assurance, and dispute resolution.<b>(15 Marks)</b></p> <p>Critically evaluate whether the RSC regime addresses the shortcomings of the PSC model, particularly considering PetroGlobal's concerns.<b>(10 Marks)</b></p>	<b>25</b>	<b>CO4</b>
Q 13.	<b>GreenGas Ltd., a city gas distribution (CGD) company, entered into a long-term Gas Sales Agreement (GSA) with a public sector gas supplier</b>	<b>25</b>	<b>CO4</b>

	<p>for the supply of domestic natural gas from the KG-D6 basin. Due to infrastructure limitations and high transmission tariffs, GreenGas opted for a gas swap arrangement under the Gas Swapping Guidelines issued by the Ministry of Petroleum and Natural Gas in 2021, allowing them to receive an equivalent volume of gas from a closer source.</p> <p>However, the original supplier raised objections claiming breach of exclusivity and price structure under the GSA, and the State Regulatory Commission questioned the fairness of the swap arrangement in terms of priority allocation and end-use commitments.</p> <p>Analyse the legal framework of the Gas Swapping Guidelines in the context of existing contractual obligations under GSAs. Can such guidelines override commercial terms between contracting parties? <b>(15 Marks)</b></p> <p>Analyse the enforceability of swap arrangements vis-à-vis statutory and regulatory oversight under the Petroleum and Natural Gas Regulatory Board (PNGRB) Act, 2006.<b>(10 Marks)</b></p>		
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