


Name: Enrolment No:			
<p style="text-align: center;">UPES End Semester Examination, May 2025</p> <p> Course: International Trade & Investment Law Program: LLB Course Code: CLCP 3005 </p> <p style="text-align: right;"> Semester: IV Time : 03 hrs. Max. Marks: 100 </p> <p>Instructions: Attempt all questions.</p>			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Define and explain the concept of 'treaty shopping'.	2	CO1
Q 2	What is the role of international standards in the implementation of the SPS Agreement?	2	CO1
Q 3	Define the following: A: Local content subsidies B: Production subsidies.	2	CO1
Q 4	Short note on 'Drago Doctrine'.	2	CO1
Q 5	Define comparative advantage in international trade theory.	2	CO1
SECTION B (4Qx5M=20 Marks)			
Q 6	Explain the difference between the first and the second sentence of the III:2 of GATT.	5	CO2
Q 7	Define 'safeguard measures' in the context of international trade.	5	CO2
Q 8	State any two differences between a Free Trade Area (FTA) and a Customs Union (CU) in the context of Regional Trade Agreements	5	CO2
Q 9	Differentiate between anti-dumping duties and countervailing duties under WTO law.	5	CO2
SECTION-C (2Qx10M=20 Marks)			

Q 10	The Department of Trade Regulation in India has received complaints from domestic industry players that Chinese exporters are dumping their products in the Indian market. The products in question are sold at varying prices across different quarters. The following data has been collected:					10	CO3
	Quarter	Normal Value (in ₹ per unit; price in China)	Units Sold in China	Units Sold in India	Export Price (in ₹ per price in India)		
	Q1	₹100	3,500	1,000	₹80		
	Q2	₹120	3,000	1,200	₹90		
	Q3	₹110	2,800	800	₹95		
	Q4	₹130	4,000	1,500	₹100		
	Solve this by calculating the dumping margin per quarter and dumping percentage by weighted average method.						
Q 11	Examine the long-term implications of the WTO Appellate Body crisis on the effectiveness, credibility, and legitimacy of the multilateral trading system. In your analysis, consider the future of Regional Trade agreements in this reference.					10	CO3
<p align="center">SECTION-D (2Qx25M=50 Marks)</p>							

Q 12	<p>GreenTech Incorporation, a company from the Republic of Veridia, made an investment in Republic of Zamba to construct a hazardous-waste landfill in Guadalcazar, a town in Zamba. The Zamba Government assured the plaintiff that all necessary permits for the facility would be issued. However, a dispute arose on two grounds:</p> <ol style="list-style-type: none"> 1. The Zamba Government failed to issue the required permits for the operation of the hazardous waste disposal facility in Guadalcazar, effectively preventing GreenTech from starting its operations. 2. A state-level legislation passed by Zamba's authorities redesignated the land as an ecological reserve, effectively stripping the Plaintiff of all private usage rights over the property. <p>Based on these facts, the Plaintiff, GreenTech Incorporation, claims that the actions of the Zamba Government amounted to indirect expropriation under international investment law.</p> <p>Analyze whether the actions of the Republic of Zamba amount to indirect expropriation and examine the factors that need to be considered in determining whether a state's action constitutes expropriation, particularly indirect expropriation.</p>	12.5+12.5	CO4
Q 13	<p>In 1997, France, acting within the framework of the European Union (EU), introduced a decree that imposed a ban on the importation of products containing chrysotile asbestos. The decree, which was applied to both domestic and foreign products, was grounded in concerns about the carcinogenic nature of chrysotile asbestos and its harmful impact on human health. Prior to the ban, Canada was a leading exporter of asbestos containing products, which were economically and politically important to the country.</p> <p>Canada challenged this ban under the WTO framework, arguing that the French decree violated the following provisions:</p> <p>a) Article III:4¹ of GATT (National Treatment obligation), alleging that the measure discriminated against imported products by treating them less favourably than domestic products.</p>	12.5+12.5	CO4

¹ The products of the territory of any contracting party imported into the territory of any other contracting party shall be accorded treatment no less favourable than that accorded to like products of national origin in respect of all laws, regulations and requirements affecting their internal sale, offering for sale, purchase, transportation, distribution or use. The provisions of this paragraph shall not prevent the application of differential internal transportation charges which are based exclusively on the economic operation of the means of transport and not on the nationality of the product.

	<p>b) The prohibition constitutes a non-tariff barrier, governed by Article XI:1¹ of GATT, which restricts quantitative import restrictions and other measures that affect trade.</p> <p>c) Canada also contended that the ban was not justified under Article XX(b)² of GATT, which provides exceptions for measures related to the protection of human health.</p> <p>In light of above stated facts:</p> <ol style="list-style-type: none"> 1. Analyze whether France's import ban on chrysotile asbestos violates Article III:4 of GATT regarding national treatment. 2. Assess the validity of France's ban under Article XX(b) of GATT as a measure necessary to protect human health. Consider previous case law, such as the US - Shrimp case, in your analysis. 		
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¹ No prohibitions or restrictions other than duties, taxes or other charges, whether made effective through quotas, import or export licences or other measures, shall be instituted or maintained by any contracting party on the importation of any product of the territory of any other contracting party or on the exportation or sale for export of any product destined for the territory of any other contracting party

² Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by any contracting party of measures: ...*(b)* necessary to protect human, animal or plant life or health;