


Name:			
Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, December 2022 Course: BIT&Resolution of International Trade & Investment Disputes(Hons 6) (ITI Specialization) Semester: IX Program: BBA LLB ITIL Course Code: CLIN5004			
		Time : 03 hrs.	Max. Marks: 100
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Define Calvo Doctrine.	2	CO1
Q 2	Explain briefly the difference between direct and indirect expropriation.	2	CO 1
Q 3	Define Ratione Temporis.	2	CO 1
Q 4	Explain the purpose behind inclusion of security clause in BITs.	2	CO 1
Q 5	Define objective theory used for interpreting definition of investment.	2	CO 1
SECTION B (4Qx5M= 20 Marks)			
Q 1	Enumerate and explain different criteria used to define a foreign investor in the light of decided international investment disputes.	5	CO 2
Q 2	Whether expropriation of contractual rights can be claimed? Explain briefly in the light of decided investment disputes.	5	CO 2
Q 3	Write a short note on SGS V Philippines with discussion on ICSID tribunal's handling of this dispute.	5	CO 2
Q 4	Define treaty shopping. Discuss the rules governing pre and post dispute treaty shopping in the light of available awards of various investment dispute resolution tribunals.	5	CO 2
SECTION-C (2Qx10M=20 Marks)			
Q 1	The reading <i>Contract Claims vs. Treaty Claims: Mapping Conflicts Between ICSID Decisions on Multi-Sourced Investment Claims</i> by Yuval Shany attempts to provide solution to the problem of intermingling of contract and treaty claims i.e. judicial comity and abus de droit . Analyse them in the light of integrationist and non-integrationist approach mentioned in the reading.	10	CO 3, CO 4
Q 2	<i>"The standard for actions being assessed as fair and equitable are not to be determined by the acting authority in accordance with the standard</i>	10	CO 3, CO 4

	<i>used for its own nationals. Standards acceptable under international law apply</i> ". Discuss meaning and elements of the content of the fair and equitable standard in the light of various investment arbitral awards.		
SECTION-D (2Qx25M=50 Marks)			
Q 1	Critically analyse the Model BIT 2016 of India in its entirety. Compare it with BITs across the globe and suggest modifications to fill gaps to improve state-investor dispute resolution process.	25	CO 4
Q 2	Zuba Incorporation (herein Zuba), a highway construction company, whose home state is Republic of Hogwards. Zuba invested in Republic of Narnia contracting with state owned enterprise Marsen & Kubro to build their seven offices all across Narnia. Soon a dispute arose due to non-payment of dues by Marsen and Kubro. The Supreme Court of Narnia passed judgment in favour of Zuba and awarded it 15 million dollars in compensation. The local authorities failed to enforce this ruling of the court for a period of eight years. Zuba commenced UNCITRAL arbitration proceedings against Narnia under the Narnia-Hogwards Billateral Investment Treaty claiming treaty's most-favoured-nation (MFN) clause. It relied on obligation to provide effective means of asserting claims and enforcing rights contained in the Republic of Narnia-Republic of Gotham (a third state/party) bilateral investment treaty. Decide this dispute by analysing and applying the available jurisprudence on importation of favorable treatment from a third-party BIT.	25	CO 4, CO 5