

Name:	 <b>UPES</b> UNIVERSITY WITH A PURPOSE
Enrolment No:	

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**  
**Online End Semester Examination, December 2020**

<b>Course: Energy Litigation</b>	<b>Semester: IX</b>
<b>Program: B.A. LL.B Energy Law</b>	<b>Time 03 hrs.</b>
<b>Course Code: LLBD523</b>	<b>Max. Marks: 100</b>

**SECTION A**

1. Each Question will carry 5 Marks
2. Instruction: Complete the statement / Select the correct answer(s)

S. No.	Question	CO
Q1	Write the three lessons learned from the “Occidental v. The Republic of Ecuador” case.	CO1
Q2	Renewable Purchase Obligation (RPO) means the requirement as specified under clause (e) of sub-section (1) of section ____ of the Electricity Act 2003 for the obligated entity to purchase electricity from renewable energy sources. Why RPO’s becomes one of the lawsuit areas?	CO3
Q3	In India electricity, tariff-related disputes that have arisen are primarily of two kinds: Identify them.	CO1
Q4	Define the relevance of “the Moorcock test” in the energy litigation front. Identify an Indian Energy Law case had a detailed discussion on this classic test.	CO4
Q5	“When public interest is involved, the waiver can at all take place of a right in favour of the generator of electricity under a PPA if the right also has an impact on consumer interest. We have answered this substantial question of law in the course of the judgment. We have also pointed out that the Appellate Tribunal’s finding that the Independent Engineer’s test certificate can pass muster and that there is a waiver on facts is not a possible conclusion, and such finding is, therefore, perverse and hence set aside.” Identify the case and only write the facts of the case.	CO3
Q6	Explain the <b>rule of proportionality applied in two captive generation cases</b> where the captive user was not the generating company.	CO3

**SECTION B**

1. Each question will carry 10 marks
2. Instruction: Write short / brief notes

Q7	When it comes to the global framework, the same energy project might be at the same time trigger different types of disputes. The importance of arbitration to resolve international energy-related disputes common practice. Analyse the situation with the help of a couple of cases studies ( a. Commercial arbitration award b. investor-state arbitration award)	CO1

Q8	Discuss the implications of “Kadodara Decision” and “Hira Ferro Alloys Case”	<b>CO3</b>
Q9	Based on the observations on the projects and contract structures of renewable energy projects, disputes typically occur in one or several of the three ‘principle phases’ of an energy project. a. Name all these three ‘principle phases’. Write the nature of disputes that arise under each of them.	<b>CO2</b>
Q10	Discuss the type of disputes arising out of gas supply agreements between producers and wholesalers ( a. export-import transactions b. Transactions within the Market)	<b>CO3</b>
Q11	“The regulatory issues may lead to disputes under energy contracts.” With the support of case laws, analyze a couple of disputes relating to anti-trust and competitions law issues in India	<b>CO2</b>
<b>Section C</b>		
<p><b>1. Each Question carries 20 Marks.</b>  <b>2. Instruction: Write long answer.</b></p>		
Q12	<p>In normal cases, contracts did not provide for a fixed energy charge, or a periodic revision of that charge, the reason is that the formula for energy charge was designed in such a manner that it would be influenced by the actual cost of fuel supply. Thus, the basis is the actual cost incurred concerning the fuel. There are the number of major controversies had arisen as to whether the cost of fuel has to be determined based on the purchase price from the fuel provider at the source-end when the property or fuel is supposed to pass to the buyer in any other required delivery points.</p> <p><i>a. Identify a couple of famous energy law cases decided by the Indian apex court in this regard.</i></p> <p><i>b. Pronounce the important standard form of contracts that are widely used for energy transactions and elucidate their characteristics?</i></p> <p><i>c. Locate the common risk aspects covered and major disputes arise out in different situations.</i></p> <p><i>d. As a professional, how do you mitigate or avoid formal legal proceedings. Besides, what are precautionary steps will be available from your end, if the situation is hypothetically related to fuel supply</i></p> <p>.</p>	<b>CO4</b>