Name: **Enrolment No:**	

UPES

End Semester Examination, December 2025

Course: International Trade Law
Semester: VII
Program: BA LL.B (Hons.), BBA. LL.B (Hons.)
Time : 03 hrs.
Course Code: CLIN4007 **Max. Marks: 100**

Instructions: Answer the questions using class discussion. All the Best

SECTION A
(5Qx2M=10Marks)

S. No.		Marks	CO
Q 1	Define the term 'Multilateral' trade agreement?	2	CO1
Q 2	Define the term 'Rule Based International trade'?	2	CO1
Q 3	Define the term 'Protectionism' and its relevance in international trade?	2	CO1
Q 4	Describe the role of 'Third Parties' in WTO dispute settlement understanding rules?	2	CO1
Q 5	Define the term 'Technical Barriers to Trade'?	2	CO1

SECTION B
(4Qx5M= 20 Marks)

Q 6	Describe the role of Dispute Settlement Body in resolving the trade dispute between the members of World Trade Organization?	5	CO2
Q 7	Evaluate the Third World Approaches to International Law (TWAIL) and discuss how this theoretical framework informs your understanding of the World Trade Organization (WTO) and its institutional functioning? Use class discussion to support your answer.	5	CO2
Q 8	Describe the different tests used by WTO panels and appellate bodies to determine the likeness of the goods while deciding the violations of WTO agreements?	5	CO2
Q 9	Evaluate whether the WTO as an institution is experiencing a decline. To what extent can it be argued that the WTO is losing its relevance in the contemporary global trade order?	5	CO2

SECTION-C **(2Qx10M=20 Marks)**			
			CO
Q10.	Analyze the different types of Non-Tariff Barriers (NTB) to international trade and how WTO frameworks counters them through different agreements?	**10**	**CO3**
Q11.	Examine the role of National Treatment Clause in facilitating free trade under WTO framework. Use case laws to support your answer.	**10**	**CO3**
SECTION-D **(2Qx25M=50 Marks)**			
Q 12.	The Republic of Solandia, a developing country with ambitious renewable-energy targets, launches its National Solar Advancement Mission (NSAM). Under this programme, Solandia enters into power-purchase agreements with private solar power developers. A key condition in these agreements is that developers must use “Solandia-manufactured solar photovoltaic (PV) modules and cells” for at least 60% of project capacity. Solandia justifies the Local Content Requirement (LCR) on the grounds of: 1. promoting domestic industrial growth and technological capacity; 2. ensuring long-term energy security; and 3. reducing carbon emissions through greater renewable-energy uptake. The country also offers preferential feed-in tariffs only for developers complying with the LCR. Two foreign investors from Northland, a developed country, complain to their government that they are effectively excluded from Solandia’s solar tenders because their PV modules, although cheaper and higher-efficiency do not qualify under NSAM’s domestic-content rule. Northland brings a dispute before the WTO, claiming that Solandia’s NSAM violates: GATT 1994 Article III:4 (national treatment) TRIMS Agreement Article 2 - *National Treatment and Quantitative Restrictions* *1. Without prejudice to other rights and obligations under GATT 1994, no Member shall apply any TRIM that is inconsistent with the provisions of Article III or Article XI of GATT 1994.* *2. An illustrative list of TRIMs that are inconsistent with the obligation of national treatment provided for in paragraph 4 of Article III of GATT 1994 and the obligation of general elimination of quantitative restrictions provided for*	**25**	**CO4**

	in paragraph 1 of Article XI of GATT 1994 is contained in the Annex to this Agreement. Based on the abovementioned facts – Critically analyse whether Solandia's Local Content Requirement under the National Solar Advancement Mission violates Article III:4 of GATT 1994 and Article 2 of the TRIMS Agreement. Use Case laws and class discussion for supporting your answer.		
Q 13.	The country of Fruitlandia, a major exporter of high-quality apples, seeks to export fresh apples to Agrosia, a country that maintains strict import controls to protect its domestic orchards from plant diseases. Agrosia recently adopted a new regulation titled the "High-Risk Produce Import Protocol (HRPIP)", which classifies countries into different risk tiers based on their historical incidence of three pests: Fireblight Bacterium, leafcurling midge, and apple scab. Under the HRPIP: • Tier I countries (with "controlled or manageable pest history")—including Florentia, Nordovia, and Pacifica—are allowed to export fresh apples to Agrosia subject only to standard documentation and random inspection. • Tier II countries (with "uncertain or incomplete pest data")—which includes Fruitlandia—must comply with additional burdensome requirements, including: 1. compulsory orchard-by-orchard certification; 2. pre-export fumigation; 3. 100% consignment inspection upon arrival; and 4. a minimum six-week quarantine period. Fruitlandia objects on several grounds: 1. Scientific studies conducted by an independent panel of experts show that Fruitlandia's pest prevalence and phytosanitary controls are equivalent to those of Tier I countries. 2. Agrosia has not required the same enhanced measures from other Tier I countries, despite comparable or higher historical pest detection rates. 3. Import data reveals that Agrosia's stricter measures have effectively blocked Fruitlandia's apple exports, while Tier I countries enjoy near-free access. Fruitlandia brings a complaint at the WTO alleging that: • Agrosia's differential treatment violates GATT Article I:1 (MFN), because Agrosia grants an advantage to apples from Florentia, Nordovia, and Pacifica that is not "immediately and unconditionally" extended to like apples from Fruitlandia.	**25**	**CO4**

	Based on the abovementioned facts – Critically examine whether Agrosia's High-Risk Produce Import Protocol (HRPIP) violates the Most-Favoured-Nation obligation under GATT Article I:1. Use Case laws and class discussion for supporting your answer.		