


Name:			
Enrolment No:			
UPES End Semester Examination, May 2025			
Course: International Economic Law Program: BA/BBA/B. COM LLB Course Code: CLIN3002 Instructions:		Semester: VI Time : 03 hrs. Max. Marks: 100	
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Briefly describe the general rules governing the cost of arbitration in international investment arbitration.	2	CO1
Q 2	Define <i>ratione materiae</i> in context of International Investment disputes.	2	CO1
Q 3	Define Calvo Doctrine.	2	CO1
Q 4	Define Umbrella Clause under the international investment treaties.	2	CO1
Q 5	Define sunset clause in the international investment treaties.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	Briefly explain the post award remedies and procedures available to a party at International Centre for Settlement of Investment Disputes (ICSID) Rules.	5	CO2
Q 7	Discuss the applicable substantive law in international investment disputes.	1	CO2
Q 8	Explain the pros & cons of Investor State Dispute Settlement (ISDS).	5	CO2
Q 9	Explain Full Protection and Security Clause (FPS).	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	Analyse the arbitral award in <i>White Industries v. Republic of India</i> and its impact on India's international investment law regime, including how it shaped subsequent developments and where the regime stands today.	10	CO3

Q 11	In light of existing jurisprudence, analyse the concept of Fair and Equitable Treatment (FET) as it has evolved under international investment treaties.	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 12	<p>The Republic of Ecoterra and the State of Industrialia are parties to a bilateral investment treaty (BIT) that contains standard investor protections including fair and equitable treatment (FET), full protection and security (FPS), and protection against expropriation. The BIT also contains a general exceptions clause modeled closely on Article XX of the GATT, stating that "nothing in this Agreement shall be construed to prevent a Party from adopting or enforcing measures necessary to protect human, animal or plant life or health, or to conserve exhaustible natural resources."</p> <p>An Industrialian company, GreenDeep Inc., invested in Ecoterra's lithium mining sector. Following widespread public protests and publication of a scientific study highlighting environmental degradation, Ecoterra enacted legislation banning deep-core mining in ecologically sensitive zones, including the area where GreenDeep was operating under a 25-year license.</p> <p>GreenDeep alleges the ban amounts to indirect expropriation and breach of FET, and initiates arbitration under the UNCITRAL Arbitration Rules, pursuant to the BIT's dispute settlement clause which allows investors to choose ICSID or UNCITRAL. Ecoterra contests the tribunal's jurisdiction, arguing that the dispute concerns a measure falling within the scope of the general exceptions clause and therefore is non-arbitrable. Apply the existing international investment law jurisprudence to resolve these issues.</p> <p>A) Whether Ecoterra can successfully invoke the general exceptions clause in the BIT as a bar to GreenDeep's claims. Should the tribunal treat the clause as a jurisdictional limitation or a substantive defense?</p> <p>B) Discuss the tribunal's authority under the UNCITRAL Arbitration Rules to rule on its own jurisdiction, especially in light of Ecoterra's non-arbitrability claim.</p>	15+10	CO4
Q 13	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	25	CO 4

	<p>arbitration proceedings against Narnia under the Narnia-Hogwards Bilateral 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. Apply the existing international investment law jurisprudence to resolve the dispute regarding importation of favourable treatment from a third-party BIT.</p>		
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