Name:

Enrolment No:

UPES

End Semester Examination, December 2025

Course: International Investment Law **Semester: VII**
Program: BA_BBA_ALL **Time: 03 hrs.**
Course Code: CLIN4008_4 **Max. Marks: 100**

Instructions: Be concise and justify your opinions as and when required by the questions.

SECTION A
(5Qx2M=10Marks)

S. No.		Marks	CO
Q 1	Explain the "consent of states" in reference to the nature of international law.	**2**	**CO1**
Q 2	Outline how the scope of international law has expanded in modern times?	**2**	**CO2**
Q 3	Summarize monism in the theory of relationship between international law and municipal law.	**2**	**CO1**
Q 4	Explain the meaning of "Pacta Sunt Servanda".	**2**	**CO1**
Q 5	Discuss the concept of "International Legal Personality".	**2**	**CO2**

SECTION B
(4Qx5M= 20 Marks)

Q 6	Explain the main sources of international law as per Article 38 of the ICJ Statute.	**5**	**CO1**
Q 7	Distinguish between 'ICSID and UNCITRAL' platform of arbitration, used for resolving international investment dispute.	**5**	**CO2, CO3**
Q 8	Explain three exceptions to Sovereign Immunities.	**5**	**CO2**
Q 9	Outline the effect of 'Calvo Clause' on international investment disputes.	**5**	**CO3**

SECTION-C
(2Qx10M=20 Marks)

Q 10	'For obtaining the objectives of global peace, security and economic development the institution of ICSID was established'. In reference to the statement given: a) Evaluate the relevance and impact of ICSID in modern international investment law. b) Analyze the remedies and outcomes available under ICSID arbitration.	**10 (5+5)**	**CO3**

Q 11	"Transparency is better under UNCITRAL than ICSID in contemporary investment arbitration." In view of the conviction given: a) Critically examine the appointment procedure of arbitrators followed under ICSID (Art. 37) vs. UNCITRAL (Art. 6). b) Compare the 'Written and Oral Proceedings' followed under ICSID and UNCITRAL systems of arbitration.	**10 (5+5)**	**CO3**
	SECTION-D **(2Qx25M=50 Marks)**		
Q 12	State C has signed a bilateral investment treaty (BIT) with State D, which allows investors to bring UNCITRAL-based arbitration. A hydropower company (Investor HydroCo) from State D invests in State C, building a dam on a river that flows through Indigenous territories (Community Y) in State C. Community Y claims that the project disrupts their fishing rights, floods ancestral lands, and impacts their spiritual and cultural sites. They were not meaningfully consulted before the project was approved. Investor HydroCo initiates UNCITRAL arbitration under the BIT, seeking compensation for alleged regulatory changes imposed by State C (e.g., updated environmental regulations) that restrict the company's water use. a) Identify the legal and procedural challenges that Community Y would face in seeking to defend their rights within the UNCITRAL arbitration framework. b) What protections have been provided by 'The work of the UN treaty bodies' for Indigenous Peoples' rights? c) Could Investor HydroCo itself have obligations under international law (or the BIT) toward Community Y, beyond the obligations owed to State C? If yes, what kind?	**25** **(5+10+10)**	**CO1,** **CO4**
Q 13	A multinational tobacco company (Tobacco-Co) sues State E under ISDS, claiming that State E's plain-packaging laws (which mandate standardized packaging for health reasons) violate its trademark rights. Tobacco-Co argues that the law undermines the value of its famous trademarks and is thus a breach of fair & equitable treatment. a) To what extent can trademarks be protected as "investment" in ISDS? b) How should a tribunal assess the public policy justification (public health) against Tobacco-Co's investment claims? c) What are the broader implications for regulatory autonomy if ISDS tribunals uphold the claim? Should BITs or IIAs include explicit public-health or consumer-protection exceptions for IPR-related regulation?	**25** **(10+5+10)**	**CO2,** **CO4**