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PRESIDENCY UNIVERSITY

BENGALURU

Mid - Term Examinations – October 2025

Date: 08-10-2025

Time: 02.00pm to 03.30pm

School: SOL	Program: BA.LLB/BBA.LLB/B.COMLLB (Hons.)	
Course Code: LAW2101	Course Name: Private International Trade Law	
Semester: IX	Max Marks: 50	Weightage: 25%

CO - Levels	CO1	CO2	CO3	CO4	CO5
Marks	26	24	-	-	-

Instructions:

- (i) *Read all questions carefully and answer accordingly.*
- (ii) *Do not write anything on the question paper other than roll number.*

Part A

Answer ALL the Questions. Each question carries 2marks.

5Q x 2M=10M

1	An Indian company and a German company rely on both domestic law and the CISG in their contract. How does this show the hybrid nature of Private International Trade Law?	2 Marks	L1	CO1
2	Under the EXW (Ex Works) Incoterm, who bears the responsibility for transporting goods from the seller's premises?	2 Marks	L2	CO2
3	Examine the principle of party autonomy in Private International Trade Law. How does contractual freedom allow parties to choose governing law and dispute resolution mechanisms in cross-border trade?	2 Marks	L1	CO1
4	An Indian exporter and a French importer agree to settle their dispute through ICC arbitration. Which objective of the International Chamber of Commerce (ICC) does this scenario highlight?	2 Marks	L2	CO2
5	A Canadian buyer sues an Indian seller for defective goods in a Canadian court. What key question must the court address before proceeding with the case?	2 Marks	L1	CO1

Part B

Answer the Questions.

Total Marks 40M

6.	Discuss the main sources of Private International Trade Law, and how do international conventions, domestic laws, arbitral rules, and soft law instruments contribute to its development?	10 Marks	L1	CO 1
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Or

7.	Ravenclaw Exports, an Indian company, enters into a contract with Hufflepuff Traders, a Canadian company, for the supply of textiles. The contract refers to the Indian Contract Act, 1872, but both parties also rely on the CISG and UNIDROIT Principles in their negotiations. A dispute arises, and the parties disagree on which rules should apply. Discuss how this scenario illustrates the nature of Private International Trade Law.	10 Marks	L1	CO 1
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8.	Hermione owns a small handicraft business in India. She receives an offer from a customer in France who is willing to pay a higher price than local buyers. At the same time, Ron runs a bookstore in London and imports rare editions of books from the United States at a cheaper cost than printing them locally. Discuss, with reference to this scenario, the reasons why people engage in cross-border trade.	10 Marks	L1	CO 1
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Or

9.	Examine the role of the World Trade Organization (WTO) in shaping Private International Trade Law. Discuss how WTO rules on trade liberalization, dispute settlement, and removal of trade barriers indirectly influence cross-border commercial transactions between private parties.	10 Marks	L1	CO 1
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10.	UNCISG excludes certain categories of sales, such as consumer goods, auctions, and sales of securities. Critically examine the rationale behind these exclusions and their impact on the scope of the Convention.	10 Marks	L2	CO 2
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Or

11.	Ravi Enterprises, an Indian company, enters into a contract with Sakura Trading, a Japanese company, for the supply of garments. The contract is silent on governing law. A dispute arises when Sakura Trading refuses to pay, claiming the goods do not conform to specifications. Ravi Enterprises insists that the matter should be decided under the Indian Contract Act, 1872, while Sakura Trading argues for the application of Japanese law. Discuss how principles of Private International Trade Law would determine the relevance of the Indian Contract Act, 1872 in resolving this dispute.	10 Marks	L2	CO 2
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12.	Lotus Exports, an Indian company, contracts with Maple, a German company, for the sale of electronic goods. Both India and Germany are parties to the UNCISG. After delivery, Lotus Exports claims that the goods are defective and refuses to pay the full price, while Maple insists that the goods conform to the contract. Discuss how the dispute would be resolved under the provisions of the UNCISG.	10 Marks	L2	CO 2
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Or

13.	Sunrise Exports, an Indian company, agrees to sell 500 tonnes of rice to Oceanic Traders, a UK company, under the FOB (Free on Board) Incoterm, Port of Mumbai. During loading, part of the shipment is damaged before being placed on board the vessel. A dispute arises as to who bears the risk of loss. Discuss how the allocation of risk would be determined under the chosen Incoterm and its relevance in Private International Trade Law.	10 Marks (5+5)	L2	CO 2
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