Roll No.												

PRESIDENCY UNIVERSITY

BENGALURU

End - Term Examinations – December 2025

Date: 12 – 12- 2025 **Time:** 09:30am – 12:30pm

School: SOL	**Program:** BA,LLB/BBA,LLB/B.COMLLB (Hons)	
Course Code : LAW2101	**Course Name:** Private International Trade Law	
Semester: IX	**Max Marks**: 100	**Weightage**: 50%

CO - Levels	**CO1**	**CO2**	**CO3**	**CO4**	**CO5**
Marks	**14**	**14**	**32**	**26**	**14**

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. **10Q x 2M=20M**

1.	What is meant by Private International Trade Law and how does it differ from Public International Trade Law?	**2 Marks**	**L1**	**CO1**
2.	How does data protection and cybersecurity law influence cross-border digital trade transactions**?**	**2 Marks**	**L2**	**CO2**
3.	Mention any two international instruments or organisations that play a key role in the development of Private International Trade Law.	**2 Marks**	**L2**	**CO1**
4.	Why is jurisdiction an important issue in resolving disputes under Private International Trade Law?	**2 Marks**	**L3**	**CO4**
5.	What are the essential documents required under UCP 600 for honouring a letter of credit?	**2 Marks**	**L3**	**CO3**
6.	Two companies from different countries want to preserve their business relationship while resolving a payment dispute. Which ADR process would be most suitable and why?	**2 Marks**	**L2**	**CO4**
7.	Why do parties in international trade agreements often prefer neutral forums for dispute resolution?	**2 Marks**	**L1**	**CO4**

8.	A foreign investor wishes to acquire 80% equity in an Indian manufacturing company. What Foreign Exchange Management Act FEMA compliance requirements must the investor fulfil before completing the transaction*?*	**2 Marks**	**L3**	**CO5**
9.	Differentiate between FOB (Free on Board) and CIF (Cost, Insurance, and Freight) under INCOTERMS 2020**.**	**2 Marks**	**L2**	**CO2**
10.	What is the relationship between international trade policy and sustainable development goals (SDGs)?	**2 Marks**	**L3**	**CO5**

Part B

Answer the Questions. **Total Marks 80M**

11.	**a.**	A Japanese electronics company sells goods to a South African buyer under CIF (Cost, Insurance, and Freight) Tokyo Port, Incoterms 2020**.** The goods are lost at sea during transit. The buyer refuses payment, alleging the seller is responsible for safe delivery. As a trade lawyer, analyse the obligations of the seller under CIF Incoterms 2020 regarding shipment, insurance, and risk transfer. Discuss who bears the loss in this case and the importance of Incoterms in clarifying responsibilities in international trade contracts.	**(5+5) Marks**	**L2**	**CO2**
		Or			
12.	**a.**	An Indian exporter, Sunrise Spices Pvt. Ltd., enters into a contract with a UK-based importer for the sale of turmeric powder. The contract is silent on the governing law. A dispute arises when the buyer cancels the order after shipment. The exporter seeks damages under the Indian Contract Act, 1872, claiming breach of contract. Analyse how the provisions of the Indian Contract Act, 1872 apply to this cross-border transaction. Discuss how Indian law determines the validity and enforceability of such international contracts in the absence of a governing law clause.	**(5+5) Marks**	**L2**	**CO2**

13.	**a.**	"While international trade policies aim to promote economic growth and market access, they often create tensions with global environmental protection goals." Illustrate the above statement by critically analysing the intersection between trade policy and environmental regulation**.**	**10 Marks**	**L4**	**CO5**
		Or			
14.	**a.**	An Indian software company, TechNova Pvt. Ltd., entered into a service agreement with a German firm, DataSecure GmbH, to provide cloud-based data storage and transfer services for European clients. During the transmission of sensitive financial data, a cyberattack occurred, resulting in the theft of confidential information. The German firm filed a claim alleging that	**10 Marks**	**L3**	**CO5**

		TechNova failed to comply with international data protection and cybersecurity standards, while TechNova contended that it had taken all reasonable security measures and that the attack originated from outside its network. In light of this situation, discuss the legal principles governing data flows and cybersecurity in international trade transactions.			

15.	**a.**	"The World Trade Organization (WTO) has transformed international trade from a state-centric regime to a rules-based system that directly influences private commercial relations." In light of this statement**,** analyse the role of the WTO in shaping Private International Trade Law**.**	**10 Marks**	**L4**	**CO1**
		Or			
16.	**a.**	An Indian company, TechGlobal Pvt. Ltd., enters into a contract with a French software firm to develop an e-commerce platform. The contract is signed in India, performed mainly in France, and payment is to be made in U.S. dollars. A dispute arises when the French firm alleges breach of contract and files a case in a French court, while the Indian company claims that Indian law should govern the contract. Explain which law should apply *and* which court has jurisdiction *using the* theories and principles of Conflict of Laws*.*	**10 Marks**	**L4**	**CO1**

17.	**a.**	A German exporter of electronic goods sends a shipment by road to an importer in Italy under a CMR consignment note. During a customs inspection at the border, officials question the authenticity of the documents because one of the copies of the consignment note was missing and the remaining copies were not properly colour-coded. The carrier argues that all essential information was included and that colour coding is only a procedural formality. *(i)* *Explain the* importance of the colour coding system in a CMR consignment note**.** *(ii)* How incorrect documentation can affect the liability, delivery process, and claims under the CMR Convention, 1956.	**(5+10) Marks**	**L3**	**CO3**
		Or			
18.	**a.**	An Indian exporter, Global Pharma Ltd., sends a shipment of temperature-sensitive medicines from Delhi to Frankfurt via SkyJet Airlines. During transit, the aircraft experiences unexpected turbulence, causing a temporary malfunction in the temperature-control system. On arrival, part of the consignment is spoiled. The consignee claims full compensation, but the airline denies liability, arguing that the damage was due to "an act of nature" and that it took all reasonable measures to prevent loss. As a legal advisor, examine whether SkyJet Airlines can escape liability under the Carriage by Air Act, 1972 and the Montreal Convention, 1999. Discuss the circumstances in which an air carrier is not responsible for loss or damage.	**(5+10) Marks**	**L3**	**CO3**

19.	**a.**	Analyse how the creation of UNCITRAL reflects the need for a uniform and harmonised framework in international trade law. Discuss how legal fragmentation before 1966 affected cross-border commercial transactions, and evaluate the extent to which UNCITRAL's model laws and conventions have succeeded in reducing legal uncertainty and promoting international cooperation in trade.	**(5+10) Marks**	**L3**	**CO3**
		Or			
20.	**a.**	An Indian pharmaceutical company, Medilife Pvt. Ltd., enters into a contract with a Canadian distributor for the supply of vaccines. A dispute arises regarding delayed delivery and payment deductions. Instead of proceeding with arbitration or litigation, both parties agree to attempt mediation**.** Explain to both parties how mediation can serve as an effective method of resolving their trade dispute.	**15 Marks**	**L3**	**CO3**

21.		Jagran Pvt. Ltd., an Indian company, and Singmari Pte. Ltd., a Singapore-based company, entered into a contract for the supply of industrial machinery. The contract contained an arbitration clause stating that *"any dispute shall be resolved through arbitration under the UNCITRAL Model Law, with the seat of arbitration in Singapore."* A dispute arose regarding non-performance, and Singmari initiated arbitration proceedings. The arbitral tribunal sent notices via email to both parties and fixed a preliminary hearing date. Jagran claimed it did not receive proper notice and therefore could not attend the hearing. The tribunal, however, proceeded ex parte and issued an award in favour of Singmari. Jagran now challenges the award before the Singapore High Court, alleging: It was not given equal opportunity to present its case. The arbitral procedure was not in accordance with the agreement of the parties. The place of arbitration was changed unilaterally by the tribunal without consulting the parties. The language of arbitration was altered midway from English to Mandarin due to one arbitrator's preference, without consent of the parties. Based on the given facts answer the following: i. Which provisions of the UNCITRAL Model Law are relevant to the above issues, and what do they guarantee to the parties? ii. Discuss whether the tribunal's actions are consistent with Article 18 and Article 19 of UNICTRAL Model Law.	**(5+5+5+ 5) Marks**	**L4**	**CO4**

		iii. Analyse how Place of arbitration and choice of Language safeguard party autonomy in arbitration. iv. If you were the court, would you set aside the arbitral award? Give reasons with reference to the relevant provisions.			
		Or			
22.		Hogwarts School of Witchcraft and Wizardry (United Kingdom) entered into an international supply contract with Durmstrang Institute of Magical Studies (Norway) for the purchase of advanced potion-making equipment. The contract included a clause stating that: "Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Norway." A dispute arose when Hogwarts alleged that the cauldrons supplied were defective. Hogwarts filed a claim before a court in London, arguing that since the contract was partly performed in the UK, British courts have jurisdiction. Durmstrang objected, relying on the exclusive forum selection clause and requested dismissal of the suit. i. Critically examine the legal significance and enforceability of jurisdiction and forum selection clauses in international commercial contracts in light of the above scenario. ii. Discuss how courts balance party autonomy with access to justice in cross-border disputes.	**(10+10) Marks**	**L4**	**CO4**