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# PRESIDENCY UNIVERSITY

Presidency University Act, 2013 of the Karnataka Act No. 41 of 2013 | Established under Section 2(f) of UGC Act, 1956  
Approved by AICTE, New Delhi | Approved By BCI  
Bengaluru

## Even Semester Mid Term, March 2026

**Date: 10/03/2026**

**Time: 02:00 PM - 03:30 PM**

**Course Code: LAW5005**

**Course Name: Law Relating to Infrastructure Projects**

**Semester: Fourth Semester**

**Max. Marks: 50**

**Weightage: 50%**

CO - Levels	CO1	CO2
Marks	64	26

### PART-A: Answer Following Questions. 10 M

Qn.No	Questions	M	CO	BT
1	Write a short note on the Build-Operate-Transfer (BOT) model.	2	CO1	BT2
2	Discuss the meaning of Power Purchase Agreement ?	2	CO1	BT2
3	Give 2 examples of force majeure events that can happen in infrastructure contracts.	2	CO2	BT2
4	Explain the key features of public infrastructure.	2	CO2	BT2
5	Discuss the objective and significance of Bhoomi Rashi Portal?	2	CO2	BT2

### PART-B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
6	<p>The National Highways Authority of India awarded a highway construction contract to Alpha Constructions Ltd.</p> <p><b>Contract Details:</b></p> <ul style="list-style-type: none"> <li>Total Contract Value = ₹500 crore</li> <li>Contract Period = 20 months (600 days)</li> <li>Delay caused by NHAI = 120 days</li> <li>Total Company Turnover during the year = ₹2,000 crore</li> </ul>	10	CO1	BT3

- Total Head Office Overheads = ₹200 crore

**Additional Data for Emden Formula:**

- Head Office Overhead and Profit Percentage = 12%
- Contract Value = ₹500 crore
- Contract Period = 600 days
- Delay Period = 120 days

Calculate the compensation using:

- (a) Eichleay Formula (5 Marks )  
 (b) Emden Formula (5 Marks)

7	<p>Discuss the role and functions of the Directorate General of Civil Aviation in regulating civil aviation infrastructure in India. (5 Marks)</p> <p>Analyse how government policies such as the UDAN Scheme have contributed to improving regional air connectivity and infrastructure. (5 Marks)</p>	10	CO1	BT3

**PART-C: Answer Any 1 Following Questions. 10 M**

Qn.No	Questions	M	CO	BT
8	Discuss the theory of the investment multiplier its economic foundations, and its relevance to public infrastructure spending, and the limitations of relying on multiplier effects in PPP-led development.	10	CO2	BT3
9	<p>“Price escalation clauses and change in law clauses serve distinct functions in long-term infrastructure contracts, yet they are often conflated in practice.”</p> <p>Critically examine the difference between a price escalation clause and a change in law clause.</p>	10	CO2	BT3

**PART-D: Answer Any 1 Following Questions. 10 M**

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Qn.No	Questions	M	CO	BT
10	<p>“The National Highways Authority of India (NHAI) is not merely an implementing agency but a key regulatory and contractual authority in India’s highway infrastructure framework.”</p> <p>Discuss the statutory roles and powers of the National Highways Authority of India.</p>	10	CO1	BT3
11	<p>“The Sagarmala Programme represents a structural transformation of India’s ports sector from a cargo-handling framework to an integrated port-led development model.”</p> <p>Critically examine the objectives and institutional design of the Sagarmala Programme.</p>	10	CO1	BT3

**PART-E: Answer Any 1 Following Questions. 10 M**

Qn.No	Questions	M	CO	BT
12	<p>The State Government awarded a bridge construction project under a PPP model to ABC Infra Ltd. As required under the concession agreement: ABC Infra incorporated BridgeConnect SPV Pvt. Ltd. as a Special Purpose Vehicle (SPV) to execute the project.</p> <p>The project was financed through 75% bank loan and 25% equity from ABC Infra Ltd.</p> <p>The loan agreement stated that repayment would be made only from toll revenues generated by the project.</p> <p>The concession agreement was signed between the Government and the SPV (not the parent company).</p> <p>After two years: Toll revenue was much lower than expected.</p> <p>The SPV failed to repay the bank loan.</p> <p>The bank filed recovery proceedings not only against the SPV but also against ABC Infra Ltd., arguing that the SPV is merely a shell company created to avoid liability.</p> <p>ABC Infra Ltd. argues that: The SPV is a separate legal entity.</p> <p>The financing was project-based and non-recourse.</p> <p>Its liability is limited to the equity invested.1.Why are SPVs created in project finance transactions? (5 Marks) 2. Explain</p>	10	CO1	BT4

	the significance of non-recourse financing in this case? (5 Marks)			
13	<p>The National Highways Authority enters into a contract where: 40% of project cost is paid by the Government during construction.</p> <p>60% is invested by the private developer.</p> <p>The developer receives fixed annuity payments after completion.</p> <p>Toll collection rights remain with the Government.</p> <p>Identify the model of PPP that can be used in the given circumstances and explain the same.</p>	10	CO1	BT4