



Even Semester End Term Examination, May / June 2026

Date: 26/05/2026

Time: 01.00 PM - 04.00 PM

Course Code: LAW4032

Course Name: Law of Infrastructure Development

Semester: Eight Semester

Max. Marks: 100

Weightage: 50%

CO - Levels	CO1	CO2	CO3	CO4
Marks	26	26	56	72

PART A: Answer Following Questions. 20 M

Qn.No	Questions	M	CO	BT
1	Explain any two persistent challenges faced by DISCOMs.	2	CO1	BT1
2	Name two major ports and two minor ports in India.	2	CO2	BT1
3	Explain the functions of the Central Electricity Regulatory Commission.	2	CO3	BT1
4	Give two examples of club goods.	2	CO4	BT1
5	Explain right of way in infrastructure projects.	2	CO3	BT1
6	Write a note on limited recourse funding.	2	CO1	BT1
7	Explain the term 'allottee' under RERA.	2	CO2	BT1
8	Distinguish between pure public goods and impure public goods.	2	CO3	BT1
9	Explain the doctrine of eminent domain.	2	CO2	BT2

10	Explain decreasing average costs in infrastructure projects.	2	CO1	BT1
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PART B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
11	Change in Law means any change in law as may occur from time to time. Applicable Law shall include laws in force in India. Any change in Applicable Law may be considered for relief by the Authority. For the purposes of this Agreement, Change in Law shall include any action, order, or direction issued by any authority. The Concessionaire may request relief, which may be granted by the Authority at its sole discretion." The above is a change in law clause Identify and critically analyse the flaw(s) in this Change in Law clause.	10	CO1	BT4
12	A government authority enters into a concession agreement with XYZ Infrastructure Pvt. Ltd. for construction of a highway. The contract contains the following clause: "In case of any unforeseen events such as natural calamities, government actions, or any other reasons beyond control, the contractor may be granted relief as deemed appropriate by the authority." Identify and critically examine the flaws in the force majeure clause.	10	CO1	BT2

PART C: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
13	Analyse the fundamental features of infrastructure and explain their nature with appropriate examples from different infrastructure sectors.	10	CO2	BT2
14	Critically examine the changing legal framework governing ports in India, discussing the key features and objectives of the Major Port Authorities Act, 2021 and the Indian Ports Act, 2025.	10	CO2	BT3

PART D: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
15	A, a homebuyer, books an apartment in a residential project developed by XYZ Builders. The builder delays possession by 3 years beyond the agreed date. Aggrieved, A files a complaint before the Real Estate Regulatory Authority (RERA) seeking compensation and interest for delay. While the matter is pending, A also files a	10	CO3	BT4

	complaint before the Consumer Disputes Redressal Commission alleging deficiency in service and seeking refund along with damages. The builder challenges the maintainability of the consumer complaint, arguing that once the matter is filed before RERA, the Consumer Forum has no jurisdiction. Examine the issue of jurisdiction. Can A pursue remedies simultaneously under RERA and the Consumer Protection Act? Give reasons.			
16	The Government of Karnataka plans to develop a 200 km expressway connecting two major industrial hubs. Due to budgetary constraints, it invites private participation. The project has the following features: The private entity will design, build, finance, and operate the highway for a fixed period. The ownership of the land and the asset remains with the government at all times. The private party is allowed to collect toll directly from users to recover its investment. At the end of the concession period, the entire project is to be transferred back to the government without any additional cost. The agreement places traffic risk primarily on the private party, while the government provides limited support in the form of land acquisition and clearances. However, due to fluctuations in traffic and economic slowdown, the private party later seeks renegotiation. Identify the most appropriate PPP model reflected in the above arrangement and justify your answer with reference to its key features and risk allocation.	10	CO3	BT4

PART E: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
17	Analyse the notion of “public purpose” under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, and critically evaluate its broad scope and the risks of its misuse. (10 Marks + 5 Marks)	15	CO4	BT4
18	Discuss the role and significance of Social Impact Assessment (SIA) under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.(10 Marks) Examine whether SIA effectively ensures transparency, public participation, and protection of affected families. (5 Marks)	15	CO4	BT4

PART F: Answer Any 1 Following Questions. 15 M

Qn.No	Questions	M	CO	BT
19	Analyse the nature, scope, and enforceability of Power Purchase	15	CO3	BT3

	Agreements (PPAs) in India, with reference to relevant decided case law.			
20	critically examine the nature and enforceability of exclusion clauses in infrastructure contracts	15	CO3	BT3

PART G: Answer Any 1 Following Questions. 20 M

Qn.No	Questions	M	CO	BT
21	XYZ Infrastructure Ltd. launches a residential development project and enters into agreements with several allottees. Owing to financial constraints, the project is delayed and remains incomplete. A group of allottees initiates insolvency proceedings under the Insolvency and Bankruptcy Code, 2016, leading to the commencement of the Corporate Insolvency Resolution Process (CIRP). During the process, the Committee of Creditors (CoC), primarily consisting of financial institutions, approves a resolution plan that offers partial monetary relief to the allottees but does not ensure completion of the project or delivery of possession. Dissatisfied, some allottees approach the Real Estate Regulatory Authority (RERA) seeking possession and compensation for delay. In light of the above facts, discuss: (a) The status and rights of homebuyers under the Insolvency and Bankruptcy Code, 2016; (10 Marks) (b) The binding nature and validity of the approved resolution plan in such circumstances. (10 Marks)	20	CO4	BT4
22	LMN Developers undertakes a housing project on a parcel of land measuring 470 sq. meters, consisting of 9 residential apartments. The developer does not register the project under the Real Estate (Regulation and Development) Act, 2016, claiming exemption under Section 3(2)(a). Certain allottees challenge this position, contending that since the number of units exceeds 8, registration is mandatory regardless of the land area. The developer, however, argues that the exemption applies if either the land area is less than 500 sq. meters or the number of apartments does not exceed 8. Interpret Section 3(2)(a) of RERA and determine whether the project requires registration, giving reasons.	20	CO4	BT4