Roll No										

PRESIDENCY UNIVERSITY

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Bengaluru

Even Semester End Term Examination, May / June 2026		
Date: 19/05/2026		**Time: 09.30 AM - 12.30 PM**
Course Code: LAW5005	**Course Name: Law Relating to Infrastructure Projects**	
Semester: fourth Semester	**Max. Marks: 100**	**Weightage: 50%**

CO - Levels	**CO1**	**CO2**	**CO3**	**CO4**	**CO5**
Marks	**26**	**42**	**44**	**34**	**34**

PART A: Answer Following Questions. 20 M

Qn.No	Questions	M	CO	BT
1	What are the main sources of financing infrastructure projects in India?	2	CO1	BT1
2	What is a concession agreement in infrastructure law?	2	CO2	BT1
3	What is 'Sanctioned Plan' under RERA, 2016?	2	CO3	BT1
4	What are the consent requirements for land acquisition under LARR Act, 2013?	2	CO4	BT2
5	What is Smart Cities Mission in India?	2	CO1	BT2
6	What is the difference between litigation and arbitration in infrastructure disputes?	2	CO5	BT2
7	What is the role of NHAI in Indian highway development?	2	CO1	BT1
8	Define 'real estate project' under RERA, 2016.	2	CO3	BT1
9	What is a Joint Venture Agreement (JVA) in infrastructure?	2	CO5	BT1
10	What is the polluter-pays principle in environmental law?	2	CO4	BT2

PART B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
11	Describe the role of RERA, NHAI, and SEBI as regulatory bodies in India's infrastructure sector.	10	CO1	BT2
12	Explain the concept of Public-Private Partnership (PPP) and discuss	10	CO1	BT3

	whether private participation is a better alternative to purely public procurement.			

PARTC: Answer Any 1 Following Questions. 10 M				
Qn.No	**Questions**	**M**	**CO**	**BT**
13	Explain the Special Economic Zone (SEZ) policy in India and its relevance to infrastructure contracts.	10	CO2	BT2
14	What are the key clauses in a construction contract? Discuss any three in detail.	10	CO2	BT2

PART D: Answer Any 1 Following Questions. 10 M				
Qn.No	**Questions**	**M**	**CO**	**BT**
15	Explain labour laws applicable to the construction sector in India.	10	CO2	BT2
16	What are the emerging legal trends in smart infrastructure and green laws in India?	10	CO2	BT2

PART E: Answer Any 1 Following Questions. 15 M				
Qn.No	**Questions**	**M**	**CO**	**BT**
17	The Government of Odisha planned to acquire 300 acres of tribal forest land for a steel plant under a PPP arrangement. The tribal community (Scheduled Tribes) living in the forest were not consulted. No SIA was conducted. The Forest Rights Act, 2006 rights of tribals were not recognised before acquisition. An NGO filed a PIL. Discuss: (a) Legal violations in the acquisition process; (b) Rights of tribal communities under Forest Rights Act and LARR Act; (c) What the court could order in the PIL; (d) How the government should have proceeded lawfully	15	CO4	BT3
18	A dam construction project in Himachal Pradesh required displacement of 12,000 people including 3,000 tribal families. The state government announced compensation but: (i) no R&R colony was built; (ii) cash compensation was paid but at below-market rates; (iii) tribal families lost their forest-dependent livelihoods. Five years later, displaced families are living in makeshift shelters. Advise: (a) Legal rights of displaced families; (b) Whether cash compensation alone satisfies the law; (c) What legal remedies are available	15	CO4	BT3

PART F: Answer Any 1 Following Questions. 15 M				
Qn.No	**Questions**	**M**	**CO**	**BT**
19	Supreme Build Ltd. was awarded a PPP contract to build and operate a water supply system in a municipal area in Gujarat for 25 years.	15	CO5	BT4

	After 5 years, the municipality argued that Supreme Build was charging user fees 30% above the contractually agreed tariff. Supreme Build argues that the tariff revision clause in the contract allows annual revision at CPI + 2%. The municipality denies authorising the latest revision. Analyse: (a) Tariff regulation in infrastructure PPPs; (b) Contractual interpretation of the tariff clause; (c) Regulatory oversight by the competent authority; (d) Available remedies for both parties.			
20	Punjab National Infrastructure Ltd. (PNIL), a state PSU, entered into a contract with a Korean firm, K-Build Co., for constructing a ₹500 crore industrial park. K-Build completed 70% of work but stopped, claiming PNIL failed to pay three instalments totalling ₹90 crore. PNIL claims K-Build's work was defective. K-Build threatens to leave India. Discuss: (a) Legal position of both parties; (b) Payment obligations and contractor's right to suspend; (c) Defect liability and quality standards; (d) International commercial arbitration options.	15	CO5	BT4

PART G: Answer Any 1 Following Questions. 20 M

Qn.No	Questions	M	CO	BT
21	The Government of Karnataka is planning a 300 km expressway through agricultural and forest areas. You are appointed as a legal consultant. The project involves: (i) acquisition of 2,000 acres of agricultural land from 500 farmers; (ii) diversion of 100 acres of reserved forest; (iii) displacement of 200 tribal families; (iv) construction near a heritage monument; (v) PPP model through NHAI. Prepare a comprehensive legal compliance roadmap for the project from planning to execution.	20	CO3	BT5
22	Innovate Ltd. entered a Joint Venture with a Dubai-based firm to develop a smart city project near Pune. The Dubai partner withdrew midway claiming the project was "commercially unviable" and stopped all work, causing ₹30 crore in losses to Innovate. Innovate wants to recover damages, continue the project, and prevent the Dubai firm from starting a competing project in India. Discuss all the legal remedies available to Innovate Ltd.	20	CO3	BT4

PTO (Please Turn Over)