

Name:
Enrolment No:
SAP ID:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Online End Semester Examination, May 2021

Course: Alternate Dispute Resolution

Semester: VI

Program: B. Com. LL.B (Hons.) (TL/M&EL), B. Sc. LL.B. (Hons.) (Intellectual Property Rights/Food, Health and Environment Law/ Medical and Forensic Law), BA LL.B (Hons.) (Energy Law), BA LL.B (Hons.) (Energy Law), BBA LL.B (Hons.) (ITIL / BFIT), BBA LL.B (Hons.) (Corporate Law), BBA LL.B (Hons.) (Corporate Law), BA LL.B (Hons.) (Criminal Law/ Labor Law/ Constitution Law), BA LL.B (Hons.) (Criminal Law/ Labor Law/ Constitution Law)

Time 03 hrs.

Course Code: CLCC 3026

Marks: 100

SECTION A

1. Each Question will carry 5 Marks

S. No.	Question	CO
Q 1	What are the grounds that could give rise to justifiable doubts as to the independence and impartiality of the Arbitrators with regard to the relationship with the parties or counsel?	CO2
Q 2	How does the Indian Arbitration and Conciliation Act support party Autonomy?	CO2
Q 3	How is International Arbitration different from Domestic Arbitrations?	CO1
Q 4	Write a note on Section 89 of Civil Procedure Code, 1908?	CO1
Q 5	Explain briefly provisions of interim measures under section 9 of the Indian Arbitration and Conciliation Act, 1996.	CO2
Q 6	What is Alternate Dispute Resolution System? State its advantages.	CO1

SECTION B

1. Each question will carry 10 marks
2. Instruction: Write short / brief notes.
Wherever the term “OR” is mentioned attempt only ONE out of the choice provided.

Q 7	<p>“Non-Arbitrability is an unsettled policy under the Indian Arbitration Law.”</p> <p>Do you Agree? Substantiate your answer with legal principles and cases.</p> <p>OR</p> <p><i>“The Seat of Arbitration determines the applicable law governing the Arbitration including the procedural aspects. When the parties specify an applicable law for the Arbitration agreement, that law governs the Arbitration agreement including the procedural aspects of Arbitration. However, if the parties have not specifically chosen the law governing the conduct and procedure of Arbitration, expressly or by necessary implication, the conduct of the Arbitration will be determined by the law of the place of the Seat of Arbitration. The regulation of conduct of Arbitration and challenge to an award would have to be done by the courts of the country in which the Seat of Arbitration is located as such Court would be the supervisory court possessed with the power to annul the award.”</i></p> <p>Can two Indian parties choose a foreign seat for arbitration? Explain with the landmark case laws.</p>	CO1
Q 8	<p>“Kompetenz Kompetenz” principle is limited in its application within the Indian Arbitration Law.”</p> <p>Critically analyze the above statement.</p> <p>OR</p> <p>Define “Foreign Award”. What is a foreign Award as per New York Convention on foreign Awards?</p>	CO1
Q 9	<p>“The Arbitration Clause/Agreement is a residual mechanism present in a contract. It survives the ashes of a void contract.”</p> <p>Discuss.</p> <p>OR</p> <p><i>“The Public Policy doctrine is an unruly horse in India, when it comes to the enforcement of domestic and foreign awards. Public policy has been used by the losing party, in delaying the enforcement of arbitral award, which hampers the whole objective of arbitration. Though one may argue that the 2015 Amendment Act has settled all the controversies regarding public policy and enforcement of arbitral award, but still some areas that are left unexplored by the Arbitration Amendment Act.”</i></p>	CO1

	Trace the History of Public Policy Doctrine in India giving regards to Indian Contract Act, 1872, Arbitration Act of 1940 and Arbitration and Conciliation Act, 1996. Support your answer with relevant case laws.	
Q 10	<p>Arbitration Clause is intricately drawn keeping in mind the effect of the language on the relationship of the parties. In view of the abovementioned statement discuss the essentials of a well drafted arbitration Agreement/Clause.</p> <p>OR</p> <p><i>“Negotiation has also been characterized as the “preeminent mode of dispute resolution”, which is hardly surprising given its presence in virtually all aspects of everyday life, whether at the individual, institutional, national or global levels. Each negotiation is unique, differing from one another in terms of subject matter, the number of participants and the process used.”</i></p> <p>Explain the characteristics and advantages of negotiation over other methods of dispute resolution.</p>	CO1
Q11	<p>Conciliation is dealt with, in the Part II of the Arbitration and Conciliation Act 1996.</p> <ol style="list-style-type: none"> Explain the <i>Process of Conciliation</i> as per the provisions of the Act. Discuss the <i>Role of a Conciliator</i> in a conciliation proceeding. 	CO3
SECTION C		
1. Question carries 20 Marks.		
Q 12	<p>“A domestic arbitral award can be challenged on certain grounds mentioned in the Arbitration and Conciliation Act 1996.”</p> <ol style="list-style-type: none"> Discuss the grounds for challenge of arbitral award. To bring a challenge to an award on ground of public policy a distinction has to be made between domestic and foreign arbitral awards. In view of the aforementioned statement, discuss the constituents of “public policy” for challenging a domestic arbitration award. 	CO4