

Name:

Enrolment No:



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

Course: Arbitration and Conciliation & ADR Mechanism
Program: B.B.A.LL.B(Hons.)(BFIT/ITIL)
Course Code: LLBL461

Semester: X
Time: 03 hrs.
Max. Marks: 100

Instructions: Adhere to the word limit wherever provided. All questions are compulsory.

SECTION-A

S. No.	Answer the following questions in few words.	Marks	CO
Q 1	Enumerate few changes introduced by way of 2015 amendment to the Arbitration Act.	5	CO2
Q2	Listing different ADR mechanisms draw a difference between Arbitration and Mediation.	5	CO1
Q3	What is seat of arbitration? Is it different from venue of arbitration?	5	CO1
Q4	Why are interim measures important in Arbitration? Which provisions under the Arbitration Act deal with it?	5	CO2
Q5	Enumerate few subject matter which are non-arbitrable under the Arbitration Act.	5	CO2
Q6	Explaining the importance of Sec 10 regarding number of arbitrators to be decided by the parties state whether an arbitration with an even number of arbitrators be deemed as a ground for objection.	5	CO3

SECTION B

Q7	What are the grounds for challenging the appointment of arbitrator? Substantiate your answer with relevant provisions and case laws. Also, highlight the changes introduced in the grounds for challenging the appointment by Arbitration & Conciliation (Amendment) Act 2015.	10	CO2
Q8	“It is a good and fair settlement, when neither party likes the outcome, but agree to it”. Comment stating the essentials of arbitration agreement citing the relevant case laws. <u>OR</u>	10	CO1

	Elaborate on the composition and organization of Lok Adalats at High Court and Taluk Level. Also, explain in brief about Permanent Lok Adalat.		
Q9	<p>What is pre-deposit clause in an arbitration agreement? What is its validity?</p> <p style="text-align: center;"><u>OR</u></p> <p>Explain the conciliation procedure and role of conciliator. Specify relevant provisions of Arbitration and Conciliation Act 1996.</p>	10	CO2
Q10	Give an account of the grounds based on which an arbitral award may be set aside as under the provisions of Sec 34 of ACA.	10	CO1
Q11	Give an account of New York Convention as per the provisions of the Arbitration Act 1996.	10	CO3
SECTION-C			

Q12.	<p>The dispute arose because the respondent failed to make the payment towards petitioner's services after the commonwealth games. The petitioner tried to resolve the dispute in accordance with the procedure mentioned in clause 34 of their agreement but the respondent denied the payment and when petitioner filed petition under section 11 of the act, the respondent contended that the amount is not payable as the petitioner has violated clauses 29, 30 & 34 of the agreement as the petitioner has engaged in corrupt practices on the basis of complaint bearing, CC no. 22 of 2011 u/s 120B, 420, 427, 488 and 477 IPC R/w Ss 13(1)(d) and 13(2) of the PC Act, registered against it.</p> <p>The main contention of the defendant was that since a complaint case has been filed against petitioner for corruption, hence the reference of dispute to arbitration is not tenable.</p> <p>Further, the respondent tried to contend that since the allegations of corruption is levied on the petitioner, which is in contravention to the representations and warranties undertaken by the petitioner in the contract, the contract becomes void ab initio and hence the arbitration clause dies then and there.</p>	20	CO4
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Decide the case based on analysis of Section 8 and Section 16 of Arbitration and Conciliation Act, 1996 and the relevant case laws.

OR

Explain the evolution of “Public Policy Doctrine” with the help of judicial pronouncements.

Can two Indian parties choose a foreign seat of arbitration? If Yes, will it be against public policy of India.