


Name:			
Enrolment No:			
UPES End Semester Examination, May 2024			
Programme Name : LL.B (Hons)		Semester : IV	
Course Name : Mediation (with Conciliation)		Time : 03 hrs	
Course Code : CLCC2032		Max. Marks: 100	
Instructions: Attempt all the Questions.			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Outline the meaning of the term “Mediation Communication”.	2	CO1
Q 2	<p>“A reference in any agreement containing a mediation clause shall constitute a mediation agreement if the reference is such as to make the mediation clause as part of the agreement. The agreement may or may not be in writing.”</p> <p>State whether the statement is True or False. Also, highlight the flaw in the statement, if any.</p>	2	CO1
Q 3	<p>“A mediation agreement in case of international mediation shall refer to an agreement for resolution in any matters of civil or commercial disputes.”</p> <p>State whether the statement is True or False. Also, highlight the flaw in the statement, if any.</p>	2	CO1
Q 4	<p>A mediation agreement is in writing if it is contained in or recorded as</p> <ol style="list-style-type: none"> a) Any document signed by the parties. b) An exchange of communications or letters including through electronic form as provided under the Information Technology Act, 2000. c) Any pleadings in a suit or any other proceedings in which existence of mediation agreement is alleged by one party and not denied by the other. d) All the above are correct. <p>Identify the correct option for the above given statement.</p>	2	CO1

Q 5	Identify the Schedule in Mediation Act, 2023 which provides the indicative list of disputes or matters not fit for mediation.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 1	Indicate the criteria that must be met for the Mediation Act 2023 to apply in India.	5	CO2
Q 2	“Mediation may be conducted at any place outside the territorial jurisdiction of the court or tribunal.” If the above statement is true explain the concept of Territorial jurisdiction to undertake mediation. Also, highlight which territorial jurisdiction shall have the power for the purposes of enforcement, challenge and registration of the mediated settlement agreement.	5	CO2
Q 3	Describe the Role of Mediator while apprising the provision of law which relates to the same.	5	CO2
Q 4	Identify the functions of a Mediation Service Provider.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 1	“The traditional court system, while upholding the law, can be overburdened and ill-equipped to address everyday disputes within neighborhoods. These disagreements, often rooted in misunderstandings or minor conflicts, can fester and damage community harmony. Community mediation offers a promising alternative.” Recognize the concept and procedure of Community Mediation.	10	CO3
Q 2	Distinguish between the object behind establishment of Mediation Council of India and Mediation Service Provider under Mediation Act, 2023. Also, explain the role of Secretariat.	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 1	“A recent study conducted by the Indian Institute of Arbitration and Mediation found that 85% of disputes resolved through mediation resulted in a successful settlement agreement. This demonstrates the effectiveness of mediation settlement agreements in India and highlights their importance in the legal landscape.” <i>Mediation settlement agreements play a crucial role in the resolution of legal disputes India. Their specific format ensures clarity and enforceability, making them an invaluable tool in the mediation process. As mediation continues gain recognition preferred method dispute resolution, understanding format The Importance of Mediation Settlement Agreements vital legal practitioner’s parties involved mediation.”</i> Question 1. What should be included in a mediation settlement agreement format in India? What happens in the case of	10 15	CO4

	<p>non- settlement of the dispute? Is it essential to register the Mediated Settlement Agreement in India</p> <p>Question 2. Does the Mediation Act, 2023 strike the right balance between promoting the enforceability of mediated settlements and ensuring fairness for parties by allowing challenges on limited grounds?</p>		
Q 2	<p>Sarah and Michael, co-founders of a tech startup, are in a dispute regarding intellectual property (IP) ownership of a groundbreaking software program. They agree to undergo mediation to resolve the issue. During the mediation, Sarah reveals a confidential manufacturing process to the mediator, believing it is necessary to explain the software's functionality. The mediation is unsuccessful, and the parties proceed to litigation. During the court proceedings, Michael's lawyer attempts to introduce evidence based on Sarah's confidential disclosure in mediation.</p> <p>Question 1. Evaluate the importance of confidentiality in the mediation process as outlined in the Mediation Act, 2023. Analyze the potential consequences of breaching confidentiality for both parties and the success of mediation in general.</p> <p>Question 2. Did Sarah breach the principle of confidentiality in this case? Outline your reasoning, considering the specific details of her disclosure and the role of the mediator.</p> <p>Question 3. Can Michael's lawyer rely on the information disclosed by Sarah in mediation during the court proceedings? Analyze the relevant provisions of the Mediation Act, 2023 regarding admissibility and privilege against disclosure.</p>	<p>10</p> <p>5</p> <p>10</p>	CO4