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| <b>Name:</b>   |   |  |     |
| <b>Enrolment No:</b>   |   |  |     |
| <div><div>UPES</div><div>End Semester Examination, May 2025</div><div><div>Course: Alternative Dispute Resolution (ADR)</div><div>Program: LL. B. (Hons.)-2022</div><div>Course Code: CLCC3072</div></div><div><div>Semester: VI</div><div>Time: 03 hrs.</div><div>Max. Marks: 100</div></div></div> |   |  |     |
| <b>Instructions:</b> Read all the questions carefully. All questions are compulsory. Write neatly.   |   |  |     |
| <b>SECTION A</b><br><b>(5Qx2M=10Marks)</b>   |   |  |     |
| 1  | Define <i>res judicata</i> effect of the award?   | 02   | CO1 |
| 2  | Distinguish between settlement agreement and settlement award as provided under the Arbitration and Conciliation Act 1996.  | 02   | CO1 |
| 3  | Define ex-parte proceedings in arbitration.   | 02   | CO1 |
| 4  | Discuss the difference between appeal and application.  | 02   | CO1 |
| 5  | Explain the concept of fixed pie and expanding pie.   | 02   | CO1 |
| <b>SECTION B</b><br><b>(4Qx5M= 20 Marks)</b>   |   |  |     |
| 6  | Discuss the concept of party autonomy.  | 05   | CO2 |
| 7  | Explain provisions of Part I of the Arbitration and Conciliation Act 1996 that shall also apply to cases of International Commercial Arbitration.   | 05   | CO2 |
| 8  | Discuss the salient features of FastTrack Procedure inserted by Arbitration and Conciliation (Amendment) Act 2015.  | 05   | CO2 |
| 9  | Explain the term interim award and illustrate your answer with examples   | 05   | CO2 |
| <b>SECTION-C</b><br><b>(2Qx10M=20 Marks)</b>   |   |  |     |
| 10   | <p>“While the decision in <i>Bharat Aluminium Co v. Kaiser Aluminium Technical Services</i> (‘BALCO’) case was a step in right direction and would drastically reduce judicial intervention in foreign arbitration, the law commission felt that there were still few areas that are likely to be problematic”.</p> <p><b>In view of the above, analyze the problematic areas in the decision of Supreme Court in BALCO Case.</b></p> | 10   | CO3 |

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| 11   | <p>India aims to be an arbitration hub, and businesses are opting for arbitration as the preferred mode of dispute resolution as arbitration offers quick, cost effective and efficient dispute resolution. One of the reasons parties opt for arbitration is to avoid cumbersome court procedure, including an upfront payment of court fee which sometimes serves as a barrier to bring a claim. However, much to the surprise of parties, there are also costs related to enforcement of awards such as payment of stamp duty on the award. The Arbitration and Conciliation Act, 1996 (“<b>Arbitration Act</b>”) and the UNCITRAL Model Law on International Commercial Arbitration do not mandate parties to pay any such stamp duties on arbitral awards. However, there are some specific situations in which arbitral awards are required to be registered.</p> <p><b>Analyze the necessity of registration of arbitral awards in specific situations.</b></p>   | 10 | CO3 |
| <p style="text-align: center;"><b>SECTION-D</b><br/><b>(2Qx25M=50 Marks)</b></p> |  |    |     |
| 12   | <p>An automobile company based in Mumbai, Kandoli Ltd. (‘KL’), enters into a contract with Bidholi Pvt. Ltd. (‘BP’), an engine supplier based in Delhi, for the supply of diesel engines for commercial vehicles. The engines supplied by BP turn out to be defective, leading to substantial losses for KL. KL initiates arbitration against BP under a domestic arbitration agreement, with the seat of arbitration in Dehradun, and the governing law specified as Indian law. The arbitration proceedings have commenced.</p> <p>In the meantime, KL learns that BP has started disposing of its key assets, potentially making it difficult for KL to recover any awarded damages.</p> <p>Based on these facts, please answer the following questions:</p> <p><b>A. Critically discuss whether Kandoli Ltd. (KL) can apply for interim measures to restrain Bidholi Pvt. Ltd. (BP) from disposing of its assets. If yes, identify the appropriate forum where KL should file for such interim relief under Indian arbitration law. [15 marks]</b></p> <p><b>B. What standards would the chosen forum apply when considering KL’s request for interim measures? [10 marks]</b></p> | 25 | CO4 |
| 13   | <p>BA Constructions Pvt. Ltd. (BA), based in Mumbai, entered into a contract with BBA Developers Ltd. (BBA), based in Delhi, for the construction of a high-rise commercial building. During the execution of the project, BA unilaterally terminated the contract, alleging non-performance by BBA. BBA initiated arbitration as per the agreement,</p>   | 25 | CO4 |

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|  | <p>with the seat of arbitration in Dehradun and Indian law governing the arbitration. By mutual consent, both parties appointed <b>Mr. B.C. Orry (B.Com)</b>, a reputed arbitrator with a background in commercial disputes, as the sole arbitrator.</p> <p>After examining evidence and submissions from both sides, B.Com issued an award in favor of BBA, holding that BA's termination of the contract was wrongful and ordering BA to pay damages for breach of contract. The tribunal addressed all evidence, including BA's counterclaims, and there were no procedural irregularities or allegations of bias against B.Com during the arbitration process.</p> <p>BA, however, has refused to comply with the award, citing financial constraints and claiming that enforcing the award would disrupt its operations. BBA now approaches the appropriate court to enforce the award under the Arbitration and Conciliation Act, 1996.</p> <p>Based on the above facts, answer the following questions:</p> <p><b>A. Critically analyze which court has jurisdiction to entertain BBA's application for enforcement of the arbitral award and discuss the procedure for enforcing the same under Indian arbitration law. [15 marks]</b></p> <p><b>B. Assume that BA is dissatisfied with the award and filed an application under Section 34 of the Arbitration and Conciliation Act, 1996, to set aside the award, claiming procedural irregularities and errors in law. The application was dismissed by the court, holding that BA failed to establish grounds under Section 34. BA, still unwilling to comply, now considers filing an appeal against the court's refusal to set aside the award.</b></p> <p><b>Critically analyze whether BA can file an appeal against the court's refusal to set aside the arbitral award? If yes, under what provisions of the Arbitration and Conciliation Act, 1996, and what are the limitations on such an appeal? [10 marks]</b></p> |  |  |
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