

Name:
Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, DEC 2020

Course: Arbitration and Conciliation Act and ADR
Program: BBA.LL.B(H),B.COM LL.B(H), BA LL.B(H)
Course Code: CLCC 5004
Instructions: All questions are compulsory.

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

S. No.	SECTION-A	Marks	CO
	1. Each Question will carry 5 Marks 2. Instruction: Write answers within 100 words		
Q1	Explain the concept and importance of “party autonomy” under Arbitration Agreement.	5	CO1
Q2	Define Pre deposit clause, stating the present applicability of the same in arbitration agreement.	5	CO1
Q3	Define Interim Award as part of Arbitral Award.	5	CO1
Q4	Provide the meaning of “Court” for International Commercial Arbitration, Domestic Arbitration and Foreign Arbitration.	5	CO1
Q5	State conditions for enforcement of foreign awards according to New York Convention Awards.	5	CO1
Q6	State the different interim measures that can be provided by the court according to Part I of the Arbitration and Conciliation Act.	5	CO1
	SECTION-B		
	1. Each question will carry 10 marks 2. Instruction: Write short / brief notes		
Q7	Which according to you is the best mode of alternate dispute resolution Method among Negotiation, Mediation, Conciliation and Arbitration. Explain stating reasons.	10	CO2
Q8	In an attempt to make arbitration a preferred mode of settlement of commercial disputes and making India a hub of international commercial arbitration, the 2015 amendments were brought in” In the light of the statement critically examine the Major changes introduced by Arbitration and Conciliation (Amendment Act 2015).	10	CO2
Q9	Explain the process of appointment of arbitrators as per Section 10 and 11 of Arbitration & Conciliation Act 1996.	10	CO2

Q.10	Arbitration & Conciliation (Amendment Act), 2019 made certain changes in Section 17 of the 1996 act with regard to interim relief granted by arbitral tribunal. Kindly shed some light on these specific amendment brought forth with reference to section 9 of the Act and why this amendment was warranted.	10	CO3
Q.11	Arbitration Tribunal is not bound by Civil Procedure Code or India Evidence Act. Comment stating how the arbitral proceedings are regulated.	10	CO3
	SECTION-C 1.Each Questions carries 20 Marks 2.Write Long Answers		
Q12	<p>The Appellant entered into a contract with the 1st Respondent on 9th May, 1997. This contract contained an arbitration clause which provided that arbitration was to be as per the rules of the International Chamber of Commerce (for short ICC).</p> <p>On 23rd October, 1997 the 1st Respondent filed a request for arbitration with ICC. Parties agreed that the arbitration be held in Paris, France. ICC has appointed a sole arbitrator.</p> <p>1st Respondent filed an application under Section 9 of the Arbitration and Conciliation Act, 1996 (hereinafter called the said Act) before the III rd Additional District Judge, Indore, M.P. against the Appellant and the 2nd Respondent.</p> <p>One of the interim reliefs sought was an order of injunction restraining these parties from alienating, transferring and/or creating third party right, disposing of, dealing with and/or selling their business assets and properties.</p> <p>The Appellant raised the plea of maintainability of such an application. The Appellant contended that Part I of the said Act would not apply to arbitrations where the place of arbitration is not in India.</p> <p>This application was dismissed by the IIIrd Additional District Judge on 1st February, 2000. It was held that the Court at Indore had jurisdiction and the application was maintainable. The Appellant filed a Writ Petition before the High Court of Madhya Pradesh, Indore Bench. The said Writ Petition has been dismissed by the impugned Judgment dated 10th October, 2000.</p>	20	CO4

Decide the issues and justify your answer with appropriate legislative and judicial developments.

OR

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.

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.

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.

Decide the issues and justify your answer with appropriate legislative and judicial developments.