

Name:
Enrolment No:



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

Course: Arbitration, Conciliation & ADR Mechanisms
Program: B.Tech LL.B (CL)
Course Code: CLCC5004

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

Instructions: Support the answers with relevant case laws.

SECTION A (5* 2 Marks= 10 Marks)
Attempt all

S. No.		Marks	CO
Q 1	Write short note on “Interim measures by the court”.	2	CO1
Q 2	What is 'foreign award'?	2	CO1
Q 3	List 4 advantages of various forms of ADR mechanism over litigation.	2	CO3
Q 4	Write a note on Ethical standards of a mediator.	2	CO1
Q 5	Enlist ADR modes recognized by Section 89 of CPC.	2	CO2

SECTION B (4*5 Marks= 20 Marks)
Attempt any two (2)
Support the answers with relevant case laws.

Q 1	What is an arbitration? Who can appoint arbitrators? Also State the required qualifications of the arbitrators.	5	CO2
Q 2	Explain in brief inquisitorial and adversarial system of justice	5	CO1
Q 3	What is negotiation? Explain the powers and functions of Negotiators.	5	CO1
Q 4	An arbitration agreement provided for the appointment of an even number of arbitrators. Consider the validity of the arbitration agreement. Describe the essential elements of an ‘Arbitration Agreement’?	5	CO3

SECTION-C (2*10 Marks= 20 Marks)
Attempt any two (2)
Support the answers with relevant case laws.

Q 1	How effective is Mediation as the ADR-Technique for resolving family-disputes? Explain with reference to the flexibility in Dispute-Resolution Procedure available to the mediator selected, and appointed under Arbitration & Conciliation Act 1996 What are the grounds an arbitral award may be set aside?	10	CO4						
Q 2	By agreement between parties a marital dispute was referred to Lok Adalat. Subsequently, not satisfied with the decision of Lok Adalat, on second thoughts, one of the parties want to approach the court. Is it permissible? Describe the constitution and functions of Lok Adalat	10	CO1						
<p>SECTION-D (2* 25 Marks = 50 Marks) Support the answers with relevant case laws.</p>									
Q 1	<p><i>"the express mention in the arbitration clause that London was the venue of the arbitration could not lead to the inference that London was to be the Seat because although London was termed as the venue, the law governing the substantive contract, the law governing the arbitration agreement and the law governing the conduct of the arbitration were chosen to be Indian law and the closest and most real connection was with India. Once the Seat was in India, Indian Courts would have exclusive supervisory jurisdiction and English Courts cannot have concurrent jurisdiction".</i></p> <p>a) In light of the above observation of Supreme Court, explain the concept of lex arbitri and lex fori. b) Explain the "seat versus place" controversy in light of <u>Bharat Aluminium Company v. Kaiser Aluminium Technical Services</u> and <u>Brahmani River Pellets v. Kamachi Industries.</u></p>	<table border="1"> <thead> <tr> <th>Q. No</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>5</td> </tr> <tr> <td>(b)</td> <td>20</td> </tr> </tbody> </table>	Q. No	Marks	(a)	5	(b)	20	CO3
Q. No	Marks								
(a)	5								
(b)	20								
Q 2	<p>"Relying on the doctrine of kompetenz – kompetenz enshrined in Section 16 of the Arbitration & Conciliation Act, 1996 (Arbitration Act) and the legislative intent to restrict judicial intervention at pre-reference stage, the Supreme Court held that the issue of limitation would be decided by an arbitrator".</p> <p>Please comment on the above with the reference to the leading case law on the subject with reference to issue of limitation which is a jurisdictional issue which should be decided by the arbitrator in terms of Section 16 of the Arbitration Act.</p>	25	CO1						