


Name:			
Enrolment No:			
<b>UNIVERSITY OF PETROLEUM AND ENERGY STUDIES</b> <b>End Semester Examination, December 2022</b>			
Course: ICA		Semester: IX	
Program: BBA LLB		Time: 03 hrs.	
Course Code: LLBL581		Max. Marks: 100	
<b>Instructions: All questions are compulsory.</b> <b>Word Limit- Section A- 50 words, Section B- 150 words, Section C- 250 words, Section D- 250 words</b>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		Marks	CO
Q 1	What does it mean by Ex Aquea at Bono?	2	CO1
Q 2	Discuss the role of Geneva Convention?	2	CO1
Q 3	Describe how the New York Convention has helped in fostering ICA?	2	CO1
Q 4	Discuss how multilateralism has helped International Commercial Arbitration.	2	CO1
Q 5	International Investment Law is supported by _____ Convention.	2	CO1
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b>			
Q 1	The scope of an arbitration agreement is key in bringing a dispute for arbitration. Discuss.	5	CO2
Q 2	Discuss the principles of arbitration which ensure party autonomy and support it.	5	CO2
Q 3	Deciding a matter based on principles of natural justice is rare. This is used however in cases and have their own utility. Critically analyze the applicability of such principles as choice of law.	5	CO2
Q 4	Discuss the mechanism to appoint an arbitrator. Describe each stage and as a counsel draft a provision for selection of arbitrator panel of three.	5	CO2
<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			

Q 1	<p>Independence and Impartiality are essential in selecting and arbitrator. These base qualifications for an arbitrator’s appointment necessitate a smooth arbitration process.</p> <p>Discuss the abovementioned statement considering the needs of international commercial arbitration.</p>	10	CO 3
Q 2	<p>Can the arbitral tribunal impose the application of the IBA Rules on the Taking of Evidence in International Commercial Arbitration to the proceedings?</p> <p>Discuss with reference to Indian Law and Model Law provisions.</p>	10	CO 3
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b>			
Q 1	<p>a. “No magic words such as ‘arbitrate’ or ‘binding arbitration’ or ‘final dispute resolution’ were needed to obtain the benefits of the FAA. If the parties had agreed to submit a decision by a third party, they have agreed to arbitration.” In a landmark judgement of the circuit court the court noted the above.</p> <p>Critically analyze the above statement and discuss the keywords that can ensure a valid arbitration agreement.</p> <p>b. “All disputes arising out of the contract will be adjudicated by a third-party adjudicator”</p> <p>Consider the abovementioned statement for party X, who have agreed to the following arbitration clause, and draft a legal advice as a counsel for X and how can they opt for arbitration as per the abovementioned agreement. Also draft a robust arbitration clause for the party and ensure the requisites to make such a clause are mentioned.</p>	25	CO 4
Q 2	<p>Answer the following: -</p> <p>a. In the absence of successful claim as to invalidity or unenforceability of the arbitration clause itself, arbitrators’ conclusion as the validity or invalidity of main contract is conclusive. Do you agree? Discuss with case laws.</p> <p>b. “Principle of decisional priority derived from competence-competence; provides that courts should generally refrain from engaging into the examination of the arbitrators’ jurisdiction before the arbitrators themselves have had an opportunity to do so”. Does the principle categorically restricting court review is a valid principle? If so, Discuss the advantages and disadvantages of such a principle with cases.</p>	25	CO 4