


Name:			
Enrolment No:			
UPES End Semester Examination, May 2023			
Course: Int. Dispute Settlement (Hons 4) (ITI Specialization) Program: BBA LL.B (Hons.) (International Trade and Investment Law) Course Code: CLIN4012		Semester: VIII Time : 03 hrs. Max. Marks: 100	
Instructions: All questions are compulsory			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	What is the standard of proof admissible in arbitral proceedings?	02	CO1
Q 2	What is the meaning of partial and interim awards?	02	CO1
Q 3	Explain <i>res judicata</i> effect of the award?	02	CO1
Q 4	Enumerate two important features of New York Convention 1958.	02	CO1
Q 5	Explain the meaning of consent award.	02	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	Explain salient features of India's Model BIT 2016.	05	CO2
Q 7	Discuss the meaning of expedited procedures in the context of international arbitration.	05	CO2
Q 8	Explain the concept of <i>Depechage</i> .	05	CO2
Q 9	Discuss any five key provisions of the Indian Merchant Shipping Bill 2020.	05	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	Discuss the concept of <i>lex mercatoria</i> and its applicability in modern International arbitration.	10	CO3

Q 11	Critically discuss the limitations on Party Autonomy in International Commercial Arbitration.	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 12	<p>One can trace back statutory recognition to arbitration to the Indian Arbitration Act, 1899, which was enacted for the presidencies of Madras, Bombay and Calcutta. It was followed by the Arbitration Act 1940 and the Arbitration and Conciliation Act, 1996. While all these legislations failed to incorporate explicit provisions related to appellate arbitration clauses, none of them are said to deny the possibility for parties to opt for the same. The fact that both the latter legislation envisage supremacy to the parties' mutual decision in weaving their arbitration clauses paved the way for them to opt for a two-tier arbitration mechanism as well.</p> <p>Howsoever, the judiciary had to face a divided opinion on the interpretation of section 35 of the 1996 Act on finality of the arbitral awards. Section 35 is in fact a replica of para 7 of the first schedule of the 1940 Act.</p> <p>Discuss the facts, contentions of the parties and ratio in Centrotrade Minerals & Metals Inc. v. Hindustan Copper Ltd.</p>	25	CO4
Q 13	<p>Arbitration is a popular dispute resolution method. It is distinct from a typical proceeding in that it is a consensual procedure in which the parties select individuals or institutions to render a judgment in a dispute. Thus, parties enjoy a certain level of autonomy in the arbitral settlement proceedings. arbitration is preferable in international commerce because it enables parties to avoid the risk of different national legal cultures that might prevent them from transacting with one another.</p> <p>When a dispute arises, in the light of the complex nature of international trade, question may arise as to whether a dispute is an international or national one. But this is a secondary point. The more critical issue is that an arbitral award is enforceable in different jurisdictions.</p> <p>For a long period, the lack of public interest and lack of a strong judicial enforceability kept international arbitration unpopular and thus negatively impacted international commerce. To promote arbitration and thus international commerce, the international community began ratifying international conventions to improve arbitration perception. In that regard, a watershed moment was the adoption of The Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention"), which took a pro-enforcement stand. Many countries adopted the New York Convention. This in turn created</p>	25	CO4

	<p>predictability in the enforcement of arbitral awards, which in turn began to engender more and more confidence in international arbitration.</p> <p>Discuss the facts, contentions of the parties and ratio in ONGC v. Saw Pipes.</p>		
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