


Name:			
Enrolment No:			
UPES End Semester Examination, Dec 2023			
Course: International Commercial Arbitration Program: BBA LL. B (Hons.) Corporate Law Course Code: CLCP 5002		Semester : IX Time : 03 hrs. Max. Marks: 100	
Instructions: All questions are compulsory. Kindly attempt all parts of a question together.			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1.	“Civil Procedure Rules of Arbitral Seat apply to arbitral proceedings.” (Answer True/False)	2	CO1
Q 2.	Outline the steps typically followed in international commercial arbitral proceedings.	2	CO1
Q 3.	Highlight the distinction between an "Award" and an "Order" in the context of arbitration?	2	CO1
Q 4.	Who is credited with creating and developing the Hybrid Theory of International Commercial Arbitration?	2	CO1
Q 5.	Explain the concept of D'epesage.	2	CO1
SECTION B (4Qx5M= 20 Marks) Short answer type questions			
Q 6.	Contrast the distinguishing factor between Arbitral Seat and Location of Hearings.	5	CO2
Q 7.	Comment on how the Arbitral Tribunal applies Voi Indirecte when the parties do not designate "The Law governing the contract."	5	CO2
Q 8.	Summarize the strategic and legal criteria considered when selecting the seat of arbitration in an International Commercial Arbitration agreement.	5	CO2
Q 9.	Explain the relevance of “Expert Witnesses” during the International Commercial Arbitration proceedings.	5	CO2

SECTION-C (2Qx10M=20 Marks) Long answer type questions						
Q 10.	Determine the procedure for selecting the Arbitral Seat by arbitrators or arbitral institutions, with a focus on the processes of ICC, ICDR, and LCIA, highlighting the distinctions from the UNCITRAL Model Law.	10	CO3			
Q 11.	<p>In an arbitration in Australia arising out of a contract for sale of offshore natural gas, plaintiff buyer sought to remove an arbitrator at the beginning of the arbitration. The grounds were as follows:</p> <ol style="list-style-type: none"> 1. The arbitrator had decided technical issues in favor of the sellers in another arbitration, and the buyer asserted those issues were similar to the issues in the instant case. 2. The arbitrator had been lead counsel for some producers in a prior arbitration concerning on-shore natural gas, and had made submissions criticizing expert witnesses who were expected to be called in the instant case. <p>Determine the conditions related to the "Removal of Arbitrator" within the framework of grounds for challenging an arbitrator.</p>	10	CO3			
SECTION-D (2Qx25M=50 Marks) Case study-based questions						
Q 12.	<p>“Delocalization movement can be discussed as a law passed in Belgium in 1985. It provided that parties to an arbitration in Belgium, who were not Belgian citizens and did not have a business located in Belgium, would not be permitted to apply to a Belgian court to set aside an arbitral award. There would thus be no judicial review of the award in Belgium. It was believed at the time that this would increase the number of arbitrations in Belgium. In fact, however, the law had the opposite effect. Businesses were not drawn to a system with no possible court review. It appeared instead that businesses were avoiding Belgium as a place of arbitration.”</p> <p>In light of the above given paragraph, answer the following questions:</p>	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="text-align: center;">5</td></tr> <tr><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">10</td></tr> </table>	5	10	10	CO4
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	<p>a) Explain the meaning of “Delocalization”.</p> <p>b) Appraise the arguments supporting and opposing Delocalization.</p> <p>c) Explain the jurisprudential principle applicable to substantive law governing the contract.</p>				
Q 13.	<p><i>“A party that has lost before an arbitral tribunal faces an uphill battle if it wishes to set aside or vacate the award. Courts rarely overturn an arbitral award. Because arbitral awards are considered to be final and binding, for the most part they cannot be challenged on the merits, but only on procedural grounds or grounds of arbitrator misconduct or bias. One of the touted advantages of an arbitration is the finality of the award, and arbitration laws and rules support finality by making it difficult to set aside an award. Nonetheless, there are steps that can be taken by a determined party that believes the award was improperly made.”</i></p> <p>On the basis of above paragraph, answer the following questions:</p> <p>a) Illustrate the process of challenging the final arbitral award.</p> <p>b) Explain the grounds of challenging the final arbitral award.</p>	<table border="1"> <tr> <td data-bbox="1230 772 1347 814">10</td> </tr> <tr> <td data-bbox="1230 814 1347 856">15</td> </tr> </table>	10	15	CO4
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