

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2018

Course: International Commercial Arbitration

Course Code CLCC 7005

Semester: 1st Semester

Programme: LLM

Time: 03 hrs.

Max. Marks: 100

Instructions:

SECTION A

S. No.	Question	Marks	CO
Q 1	Mention in brief the waiver on the right to object as enshrined under the Act.	2.5	CO1
Q. 2	What do you understand by the principle Kompetenz-Kompetenz under the Act and under the international regime?	2.5	CO1
Q. 3	Discuss the provision on the challenge to the arbitral award under the Part I and II of the Act in light of ONGC v Saw pipes.	2.5	CO1
Q. 4	What do you understand by the term arbitrability?	2.5	CO1

SECTION B

(Attempt any Two Questions)

Q. 5	State the facts, arguments advanced by the parties and legal principles laid down per the courts observations in (a) NTPC v. Singer Co. or (b) Atlas Exports v. Kotak and Co.	10	CO2
Q. 6	Draft a standard arbitration clause that is required in any commercial contract.	10	CO1

Q. 7	Does the Amendment Bill of 2018 cure all the defects of the Arbitration and Conciliation Act, 1996? Provide detailed reasons for your answer.	10	CO2
SECTION-C			
Q. 8	Elucidate on whether the real estate and consumer disputes are arbitrable in light of Supreme Court decision of Aftab Singh v Emmar.	10	CO2
Q. 9	Mention the steps required for the appointment of institutional arbitration as per SIAC (Singapore International Arbitration Centre) from the period of its appointment and conclusion of award. Is there any fast track arbitration proceedings under SIAC? Whether two Indian Parties can choose SIAC as a seat of arbitration?	10	CO2
SECTION-D			
Q. 10	<p>Case Study/Problem</p> <p>Harish had entered into an agreement with Aman to supply cotton at a certain rate. They had both included in the agreement an arbitration, which allowed them to mutually decide their seat of arbitration and the right to choose their arbitrators. On a dispute arising between them, Aman invoked the arbitration clause and decided to choose London as their seat of arbitration and appointing Benson Lim as his arbitrator, stating that the arbitration seated in India would take years to complete considering the delays in the judicial system. Therefore, a foreign seat such as London would be the obvious better choice. Harish had agreed to the Aman's philosophy and appointed Rahul Donde as his arbitrator. Rahul Donde and Benson Lim both mutually appointed Christopher Schreuer as the President of the Tribunal. After a few proceedings conducted in the London, the tribunal passed an interim order in favor of Aman. Anxious that the Harish would lose the case, he moves the High Court of Bombay to declare the decision of the tribunal to be void arguing that the two Indian parties cannot choose a foreign-seated arbitration referring to SC and HC case laws. Aman, in his reply, states that Harish has lost the right to challenge the decision and refers to the decision of the SC and various HC.</p>	25	CO4

	Decide the above case, in light of the conflicting provisions mentioned in the Act and refer to jurisprudence evolved in the Indian Judiciary.		
Q. 11	Case Study/Problem Provide a critical analysis on the Indian Model BIT 2015 as introduced by the Government of India and its implications on the investors and investments made in India and abroad.	25	CO4

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SECTION A

S. No.	Question	Marks	CO
Q. 1	Distinguish between Adhoc & Institutional Arbitration	2.5	CO1
Q. 2	State briefly the Essentials of an International Arbitration Agreement	2.5	CO1
Q. 3	What are the principles relating to foreign award and its enforceability based on case law.	2.5	CO1
Q. 4	Mention the Aim and objectives of Arbitration & Conciliation Amendment Bill 2018	2.5	CO1

SECTION B

(Attempt any Two Questions)

Q. 5	State the legal principles as per the courts observations in (a) GMR Energy Ltd v. Power System or (b) Afcon Infrastructure Ltd & other Vs C.V. Constructions	10	CO2
Q. 6	Explain the law relating to Public Policy from Renu sagar case to ONGC vs Saw pipes till date and its impact on the law on the subject.	10	CO1
Q. 7	State briefly the dispute resolution machinery in International Trade.	10	CO2

SECTION-C

Q. 8	The interim measures in International Commercial Arbitration under the old regime has gone through a drastic change. Analyze these changes in light of the Arbitration and Conciliation Act 1996 along with relevant case laws.	10	CO2
Q. 9	Whether Part II of the Act has become a complete Code after 2015 Amendment? Discuss, analyze and justify your answer.	10	CO2

SECTION-D

Q. 10	Case Study/Problem Harsh and Ankita, both CEO's of their companies, have decided to enter into a commercial contract for the sale and purchase of cotton. Both the parties to the contract are Indian and are aware of the potential delays that exist in the judicial system of the country in the event a dispute arises and hence decide to annex an arbitration agreement along with the main contract. Draft an appropriate arbitration agreement keeping in mind all of its essentials.	25	CO4
Q. 11	Case Study/Problem In light of the recent evolving jurisprudence laid down in Bhatia International v Bulk Trading and Bharat Aluminum v Kaiser, discuss whether Part I of the Arbitration and Conciliation in applicable on arbitrations seated outside India.	25	CO4