

Roll No.

SAP ID



SET A

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, July 2020
Open Book – Through Blackboard Learning Management System

Course: Arbitration, Conciliation & ADR Mechanisms

Course Code: LLBL461

Semester: X

Programme: B Tech LL.B (IPR and Cyber Laws)

Time: 03 hrs.

Max. Marks: 100

Instructions:

As this examination is in open-book format, the students are expected to demonstrate a very high degree of Academic Integrity and not copy contents from resources referred. Instructors would look for understanding of the concept by the students and any similarity found from resources online/ offline shall be penalized in terms of deduction of marks and even cancellation of paper in requisite cases. The online examination committee of the School would also look for similarity of two answer scripts and if answer scripts of two or more students are found similar, both the answer scripts shall be treated as copied and lead to cancellation of the paper. In view of the aforesaid points, the students are warned that they should desist from using any unfair means.

All Questions are Compulsory
Answer each question in not more than 500 words

S. No.		Marks	CO
1	<p>Indian Law recognizes applying foreign laws in arbitration, whether in procedural or substantive issues. As we have already seen, under the Arbitration Act, 1996, the disputant parties to an arbitration agreement are allowed to choose the law applicable to the issue of their disputes. They can subject their legal relationships to any monetary rule of law, including foreign laws, international convention, bilateral treaties or model-format contracts.</p> <p>Explain the enforcement of foreign arbitral awards in India.</p>	20	CO3
Ans.			
2	<p>A and B and family members who had disputes and differences in respect of the family businesses and properties.</p> <p>Thereafter, each party appointed one arbitrator and then took part in the arbitration process consisting of these two arbitrators (<u>thus containing an even number of arbitrators</u>).</p> <p>Later, an award was passed by this tribunal, which was challenged by the Respondent before the single Judge of MP High Court by way of an application to set aside this award on the ground that under s.10 there cannot be an even number of arbitrators.</p> <p>The contentions found favour with the High Court which was pleased to set aside the Award.</p>	20	CO4

	Hence, an Appeal was filed with the Supreme Court. Decide the case citing landmark judgements along with appellant's and respondent's contentions (in brief).		
Ans.			
3	<p><i>"The arbitrators are masters of their own procedure and subject to parties agreement, may conduct the proceedings "in the manner they consider appropriate." This power includes- "the power to determine the admissibility, relevance, materiality and weight of any evidence."</i></p> <p>In light of the conduct of arbitral proceedings, explain the important factors that arbitrators must keep in mind while arbitrating. Cite relevant provisions.</p>	20	CO1
Ans.			
4	<p><i>"Arbitration is a resolution technique in which a third party reviews the evidence in the case and imposes decision that is legally binding for both sides and enforceable. Arbitration is often used for the resolution of commercial disputes, particularly in the context of international commercial transaction ."</i></p> <p>The Act provides autonomy to the parties in various matters and has aimed to reduce the intervention of court to the minimum. However, the courts can intervene to give effect to various matters as permitted by the Act."</p> <p>Explain whether the powers of an arbitral tribunal to grant interim reliefs were narrower compared to the power of a court to grant interim reliefs before 2015 amendment. Has 2015 amendment brought about any changes? Elucidate by citing sections along with amendment.</p>	20	CO1 CO2
Ans.			
5	<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>Explain the "seat versus place" controversy in light of Bharat Aluminium Company v. Kaiser Aluminium Technical Services and Brahmani River Pellets v. Kamachi Industries.</p>	20	CO3
Ans.			

I,, understand that submitting work that isn't my own may result in failure in this paper and I may also be subject to Disciplinary Proceedings as per the Academic Integrity policy of the University.

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