


Name:			
Enrolment No:			
UPES End Semester Examination, May 2025			
Course: Alternate Dispute Resolution Program: B. Tech LL. B Cyber Laws Course Code: CLCC5007		Semester: X Time : 03 hrs. Max. Marks: 100	
Instructions: Attempt all the question.			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	List the two requirements, which must be fulfilled in order to consider an award as a foreign award as per Arbitration and Conciliation Act 1996.	2	CO1
Q 2	The provisions of Civil Procedure Code 1908 and the Evidence Act, 1872, bind the arbitral tribunal. State whether the above statement is True or False.	2	CO1
Q 3	If claimant without providing sufficient cause fails to communicate his statement of claim to the tribunal, the arbitral tribunal shall proceed with the hearing. State whether the above statement is True or False.	2	CO1
Q 4	Section 26 provides for appointment ofby the arbitral tribunal.	2	CO1
Q 5	The Limitation Act, 1963 applies to all proceedings under Arbitration and Conciliation Act, 1996 as it applies to proceedings in Indian courts, except to the extent clearly kept out by the Arbitration and Conciliation Act. State whether the above statement is True or False.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	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 the 2015 amendment brought about any changes?	5	CO2
Q 7	Discuss the stages of Negotiation.	5	CO2
Q 8	What is seat of arbitration? Is it different from venue of arbitration?	5	CO2
Q 9	Identify the essentials of an 'Arbitration Agreement'.	5	CO2

SECTION-C (2Qx10M=20 Marks)			
Q 10	Illustrate the Group of Companies Doctrine reiterating the precedent set in Chloro Controls India case (2013 SC). Also, explain the present position of the doctrine by focusing on Ameet Lalchand Shah judgment (2018 SC).	10	CO3
Q 11	<p>A, B, and their family members had disputes and differences amongst them 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 two arbitrators (<u>thus containing 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> <p>Hence, an Appeal was filed with the Supreme Court.</p> <p>Decide the case citing landmark judgements along with appellant's and respondent's contentions (in brief).</p>	10	CO3
SECTION-D (2Qx25M=50 Marks)			
Q 12	<p><i>"A private infrastructure company, InfraTech Solutions Pvt. Ltd., entered into a contract with a state government agency, State Infra Authority, for the construction of a highway. The contract contained an arbitration clause stating that all disputes would be settled through arbitration.</i></p> <p><i>Several years into the project, disputes arose over delays and cost overruns. InfraTech invoked the arbitration clause, and the tribunal passed an award in their favor. The State Infra Authority challenged the arbitral award in the High Court, claiming that it violated "public policy."</i></p> <p>Analyze the history of Public Policy Doctrine in India giving regards to Indian Contract Act, 1872, Arbitration Act of 1940 and Arbitration and Conciliation Act, 1996. Support your answer with relevant case laws.</p>	25	CO4
Q 13	The dispute arose because the respondent failed to make the payment towards petitioner's services after the commonwealth games. The petitioner tried to resolve the dispute in accordance with the procedure mentioned in clause 34 of their agreement but the respondent denied the payment and when petitioner filed petition under section 11 of the act, the respondent contended that the amount is not payable as the petitioner has violated clauses 29, 30 & 34 of the agreement as the petitioner has	25	CO4

<p>engaged in corrupt practices on the basis of complaint bearing, CC no. 22 of 2011 u/s 120B, 420, 427, 488 and 477 IPC R/w Ss 13(1)(d) and 13(2) of the PC Act, registered against it.</p> <p>The main contention of the defendant was that since a complaint case has been filed against petitioner for corruption, hence the reference of dispute to arbitration is not tenable.</p> <p>Further, the respondent tried to contend that since the allegations of corruption is levied on the petitioner, which is in contravention to the representations and warranties undertaken by the petitioner in the contract, the contract becomes void ab initio and hence the arbitration clause dies then and there.</p> <p>Decide the case based on analysis of Section 8 and Section 16 of Arbitration and Conciliation Act, 1996 and the relevant case laws.</p>		
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