


Name:			
Enrolment No:			
UPES End Semester Examination, December 2024			
Course: Alternate Dispute Resolution Program: BA LLB BBA LLB BCom LLB Course Code: CLCC 5007		Semester: IX Time : 03 hrs. Max. Marks: 100	
Instructions: Read all the questions carefully. All questions are compulsory. Write neatly.			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Define the term 'arbitral award'.	2	CO1
Q 2	List three disadvantages of arbitration as a method of dispute resolution.	2	CO1
Q 3	Explain the concept of 'Fast Track Procedure Arbitration'.	2	CO1
Q 4	Discuss the concept of mediation-arbitration (med-arb).	2	CO1
Q 5	Examine the term 'emergency arbitration'	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 1	Summarize the key responsibilities of an arbitrator in an arbitration proceeding.	5	CO2
Q 2	Examine why is it essential for parties to have the freedom to select their arbitrators, venue, and procedural rules in a typical arbitration?	5	CO2
Q 3	Describe the circumstances under which arbitral proceedings may be terminated according to the Arbitration and Conciliation Act, 1996.	5	CO2
Q 4	Examine the difference between the concepts of 'position' and 'interest' in negotiation with the help of an illustration.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 1	You have recently joined Masla , an electric vehicle and mobility company based in Dehradun, India, as an in-house counsel. For your first assignment, the management has tasked you with designing a dispute resolution policy for the company. Masla operates in a fast-paced and highly competitive industry and has encountered disputes with suppliers, service providers, and even customers. The company currently handles these disputes on an ad hoc basis mostly through court litigations, leading to inconsistent results and unnecessary delays.	10	CO3

	<p>Your role is to analyze the key qualities of an effective dispute resolution system and propose a comprehensive policy tailored to Masla’s needs.</p> <p><i>Critically examine at least five essential qualities that you should consider when designing a dispute resolution system for Masla.</i></p>		
Q 2	<p>Mr. Dahi and Ms. Jalebi entered into a business contract containing an arbitral clause. A dispute arose between them, and Justice Uttar Pradesh (retd.) was appointed as the sole arbitrator. The arbitral proceedings commenced. During the pendency of the proceedings, Dahi discovered that Jalebi was planning to sell her entire property, including the one that was the subject matter of their dispute.</p> <p>Alarmed, Dahi filed an application in the district court seeking interim measures to restrain Jalebi from selling the property. Jalebi objected, arguing that Dahi should have filed the application before the arbitral tribunal. Dahi, on the other hand, claimed he was within his rights to approach the court.</p> <p><i>Analyse which forum is the most appropriate to file the application for interim measures in the present case as per the relevant provisions of law.</i></p>	10	CO 3
<p>SECTION-D (2Qx25M=50 Marks)</p>			
Q 1	<p><i>“Any dispute arising out of or related to this agreement may be resolved by mediation or arbitration depending on which party raises the disputes first. If arbitration, there will be two arbitrators who shall be the CEOs of both the companies. The proceedings shall be held in a location chosen by the disputing party and the applicable law shall be as agreed by the arbitrators.”</i></p> <p>Carefully review the dispute resolution clause provided:</p> <ol style="list-style-type: none"> a. Critically examine at least three issues that make this clause problematic or 'pathological'. (15 marks) b. Redraft the correct dispute resolution clause as per your understanding. (10 marks) 	25	CO4
Q 2	<p>BA Constructions Pvt. Ltd. and BBA Developers Ltd. entered into a contract for the construction of a high-end commercial complex in Dehradun. The project was valued at several million rupees and was expected to be completed within two years. However, midway through the project, disputes arose regarding delays and cost escalations, with both BA Constructions and BBA Developers accusing each other of breaching the contract.</p>	25	CO5

The contract included an arbitration clause, and both parties agreed to appoint Mr. B.C. Orry ('B.Com') as the sole arbitrator to resolve their dispute. B.Com is a retired judge with a reputation for expertise in construction-related cases. During the arbitration proceedings, BBA Developers noted that B.Com frequently made procedural decisions favoring BA Constructions. For instance, he dismissed evidence presented by BBA Developers concerning the use of substandard construction materials by BA Constructions and ignored documented project delays caused by BA Constructions.

What BBA Developers did not know was that, shortly before the arbitration began, B.Com's wife, had made a substantial investment in BA Constructions through a family trust. This investment was not disclosed to BBA Developers or to the arbitration tribunal, and B.Com continued to preside over the arbitration without mentioning this financial link.

After several months of hearings, B.Com issued an award in favor of BA Constructions, ordering BBA Developers to pay substantial damages and penalties for allegedly breaching the contract. Although BBA Developers felt the award was biased, they reluctantly began arranging the payments.

Two weeks after the award was issued, however, a major newspaper published an investigative report implicating BA Constructions in corrupt practices. The report alleged that BA Constructions had bribed officials to obtain favorable contracts and regulatory approvals. Additionally, it was revealed that BA Constructions had transferred a significant amount to the B.Com's family trust during the arbitration period.

Upon learning about the report, BBA Developers conducted further investigations and discovered additional evidence showing that BA Constructions had submitted falsified documents to support its claims about the quality of construction materials during arbitration. BBA Developers, shocked by these revelations, is now seeking to set aside the arbitral award.

- a. Critically examine the procedure and the relevant grounds under which BBA Developers can successfully set aside the arbitral award. **(15 marks)**
- b. Assume that BBA Developers discovered B.Com's undisclosed financial connection to BA Constructions at the initial stages of the arbitration. Critically analyze the remedies available to BBA Developers upon discovering the arbitrator's potential bias early in the proceedings. **(10 marks)**