

Name:

Enrolment No:



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**End Semester Examination, December 2019**

**Course: Arbitration and Conciliation & ADR Mechanism**

**Semester: X**

**Program: B.A.LL.B(Hons.)(Energy Law)**

**Time: 03 hrs.**

**Course Code: LLBL151**

**Max. Marks: 100**

**Instructions: Adhere to the word limit wherever provided.**

**SECTION-A**

| S. No. | Answer the following questions by choosing the right option.  | Marks | CO  |
|--------|---|-------|-----|
| Q 1    | A party within the meaning of Section 2, Arbitration & Conciliation Act, 1996 means-<br><br>a. Party to the contract<br>b. Party to the arbitration agreement<br>c. Party to the suit<br>d. None of the above   | 5     | CO1 |
| Q2     | Which of the following model law is the Indian Arbitration and Conciliation Act based on?<br><br>a. Constitution of India<br>b. Guidelines of the Supreme Court of India<br>c. European Commercial Arbitration Procedure<br>d. UNCITRAL, 1985   | 5     | CO1 |
| Q3     | Which of the following is the most accurate description of arbitration?<br><br>a. An informal meeting between the parties involving a discussion as to how the issue may be resolved<br>b. An adjudicative process where the parties submit their dispute, for a binding decision, to an impartial tribunal.<br>c. A meeting between the parties where an impartial third party facilitates discussions<br>d. None of the above | 5     | CO1 |

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|----|--|---|-----|
| Q4 | Which among the following is the main objective of the Arbitration Act, 1996?<br>a. To comprehensively cover international commercial arbitration<br>b. To ensure that arbitral tribunal within the limits of court's jurisdiction<br>c. To minimize the supervisory role of courts in the arbitral process<br>d. None of the above. | 5 | CO2 |
| Q5 | An arbitral award made under Part I of the Arbitration and Conciliation Act, 1996 shall be considered as a<br>a. Domestic award<br>b. Foreign award<br>c. General award<br>d. International award  | 5 | CO2 |
| Q6 | After the arbitral award is made, each party shall be delivered<br>a. the original award<br>b. a signed copy of the award<br>c. a photocopy of the award<br>d. an unsigned copy of the award.  | 5 | CO1 |

**SECTION B (100-150 words per question)**

|     |  |    |     |
|-----|--|----|-----|
| Q7  | What is the difference between judicial settlement and mediation?  | 10 | CO2 |
| Q8  | Give an account of the New York Convention award.  | 10 | CO1 |
| Q9  | What is pre-deposit clause in an arbitration agreement? What is its validity?  | 10 | CO2 |
| Q10 | What are the essentials of an arbitration agreement?   | 10 | CO1 |
| Q11 | What are the grounds for stay of proceedings? Explain with relevant provision and case laws.<br><br>Or<br>State the composition of the Arbitral Tribunal | 10 | CO3 |

**SECTION-C(300-500 words)**

|      |  |  |  |
|------|--|--|--|
| Q12. | 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 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.

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.

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.

Decide the case based on analysis of Section 8 Arbitration and Conciliation Act, 1996.

**20**

**CO4**