

Roll No.
SAP ID



SET B

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: VIII

Programme: B.COM.,LLB. (Hons.) Taxation Laws 2016

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	'A' is appointed as a sole arbitrator by 'B' and 'C' to settle their dispute. 'A' and his wife invested in 'B' company. 'A' gives verdict in favor of B.C discovers this after two months of the Award. Can 'C' ask for setting a side of the award? Comment in the light of Vinod Bhaiyalal Jain Vs. Wadhvani Parmeshwari Cold Storage Pvt. Ltd. Briefly describe the grounds of setting aside an arbitral award.	20	CO3
Ans.			
2	Explain 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).	20	CO4
Ans.			
3	<i>"The Public Policy doctrine is an unruly horse in India, when it comes to the enforcement of domestic and foreign awards. Public policy has been used by the losing party, in delaying the enforcement of arbitral award, which hampers the whole</i>	20	CO1

	<p><i>objective of arbitration. Though one may argue that the 2015 Amendment Act has settled all the controversies regarding public policy and enforcement of arbitral award, but still some areas that are left unexplored by the Arbitration Amendment Act.”</i></p> <p>Trace 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>		
Ans.			
4	<p><u>FACTS</u></p> <p>Archies ltd has registered office in Amritsar, Punjab, is engaged in the manufacturing, marketing and distribution of mobile phones. Archies ltd. was engaged in the supply of goods from New Delhi to Intex Ltd. based in Chennai and subsequently, upon Intex Ltd.’s desire to act as a retail chain partner for Archies ltd, the parties entered into an agreement in 2014 towards this end.</p> <p>Clauses 18 and 19 of the Agreement contained the dispute resolution and jurisdiction clauses.</p> <p><i>Clause 19. All disputes & differences of any kind whatever arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of courts of Mumbai only.” (Emphasis supplied).</i></p> <p>A dispute arose between the parties and a notice was served by Archies Ltd. on Intex Ltd. in September, 2015, wherein it was stated that Intex Ltd. was in default of payment of outstanding dues amounting to Rs. 5 crores with interest thereon. Archies Ltd also invoked arbitration under Clause 18 of the Agreement and appointed a sole arbitrator.</p> <p>Intex Ltd, vide its reply, objected to the appointment of the sole arbitrator and further, denied the contents of Archies Ltd’s notice.</p> <p>Subsequently, Archies Ltd filed two petitions before the Delhi High Court one under Section 9 and other under Section 11 of Arbitration Act, 1996.</p> <p>The Delhi High Court disposed of the two petitions by a common judgment (which was challenged by Intex Ltd before the Supreme Court) holding, inter alia, that since no part of the cause of action arose in Mumbai, the courts of only three territories viz., Delhi and Chennai (being the places of origin and supply of goods, respectively), and Amritsar (where the registered office of Archies Ltd is situated) could have jurisdiction in the matter. Delhi HC passed interim orders as well as appointed a sole arbitrator.</p> <p><u>Appeal filed in SC.</u></p> <p><u>Decide the following questions:</u></p> <ol style="list-style-type: none"> a) Examine the relevance of Exclusive Jurisdiction clause as under Clause 19 of the agreement. b) Decide which HC will have the jurisdiction after examining the concept of lex arbitri, juridical seat, and venue. <p>Mention the landmark judgement on the same facts.</p>	20	CO1 CO2

Ans.			
5	<p>a) Lay down the essential elements of a foreign arbitration, as stated by HC in Serajuddin v. Michael Golodetz.</p> <p>b) Explain the two requirements, which must be fulfilled in order to consider an award as a foreign award as per Arbitration and Conciliation Act 1996. Answer the above questions in light of landmark judgements.</p>	20	CO4
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.