

Roll No.
SAP ID



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Online End Semester Examination, December 2020

Course: BBA LL.B. (Hons.) - Int. Commercial Arbitration

Course Code: LLBL513

Programme: International Commercial Arbitration (Hons-7) (International Trade & Investment specialization)

Semester: IX

Time: 03 hrs.

Max. Marks: 100

Instructions:

- All sections are compulsory. In SECTION C, ONE out of the TWO questions have to be attempted.
- The Question paper is divided into three parts. Section A carries 30 marks. Section B carries 50 marks. Section C carries 20 marks.
- The word limit for questions carrying 5 marks is 500 words, questions carrying 10 marks is 800 words, questions carrying 20 marks is 1500 words
- Plagiarism is prohibited, if any excerpts from web links are taken, the link needs to be mentioned in the footnote. No specific format needs to be followed for footnoting, uniform style should be followed.
- If excerpts are taken from articles/journals/newspapers/books etc. in para references should be made.

S. No.		Marks	CO
SECTION A (6 * 5 = 30 marks)			
Q1.	“Amiable compositeur” means _____?	5	CO1
A.			
Q2.	The phrase “ex aequo et bono” means _____?	5	CO2
A.			
Q3.	The non-arbitrability presumption in India includes, “justice and morality” as a part of Public Policy grounds in cases of international arbitration. True/False?	5	CO1
A.			
Q4.	Name the laws are relevant to an arbitration agreement _____?	5	CO2

A.			
Q5.	<p>Who from among the following can be appointed as an arbitrator?</p> <p>a. A and B were batch mates in law school and B appoints A as an arbitrator for his Company Ducks India Ltd.</p> <p>b. X is a lawyer who holds shares in B's company Ducks India Ltd. B appoints him as a sole arbitrator in for a company Dutts India Ltd. for arbitration in a matter.</p> <p>c. Ducks India Ltd. appoints Z as an arbitrator unilaterally.</p> <p>d. Justice Nanda's son Banda is 15 years old, and due to the right exposure is well versed with arbitration. A appoints Banda as an arbitrator given his knowledge and expertise in the area.</p>	5	CO3
A.			
Q6.	<p>Which of the following characteristics matter the most when choosing an arbitrator?</p> <p>a. experience,</p> <p>b. background (civil law/common law),</p> <p>c. qualifications,</p> <p>d. availability and independence/impartiality</p>	5	CO4
A.			
SECTION B (5 * 10 = 50 marks)			
Q1.	<p>Niti Ayog recently acknowledged the mushrooming of dispute resolution mechanisms, particularly small and medium-value cases, using digital technology and techniques of alternate dispute resolution (ADR), such as negotiation, mediation, and arbitration.</p> <p>Critically analyse the applicability of such mechanism in the dispute resolution framework in India.</p>	10	CO5
A.			
Q2.	<p>Failing to appoint an arbitrator raises many issues and can render an international arbitration redundant.</p> <p>XYZ a London based company enters into an agreement with ABC, an Indian E-commerce giant for delivery for agricultural products in India. The parties have agreed to ICC Arbitration in India. XYZ have failed to appoint an arbitrator.</p> <p>As a lawyer for ABC advice to your client the recourse available to them in such a situation.</p>	10	CO4
A.			
Q3.	<p>"As a dispute settlement mechanism in international commerce, arbitration is a sui juris institution, free from the constraints and not subject to the jurisdiction of any national court."</p> <p>Do you agree with this statement? Discuss.</p>	10	CO5
A.			

Q4.	“The disputes between a state and an investor are dealt with differently than those between two private parties”. Analyse this statement and discuss why such a mechanism may be required.	10	CO5
A.			
Q5.	“An arbitral award is final and cannot be changed”. Enumerate and discuss the limitations of this statement.	10	CO3
A.			
SECTION C (1 * 20 = 20 marks)			
Q1.	International Maritime Arbitration is similar yet different from International Commercial Arbitration on many facets, which requires it to be specialized. Enumerate and discuss the similarities and differences in these two types of Arbitration. OR “It is the parties who establish the arbitration and who are the source of the jurisdiction and authority of the arbitrators. The parties can, by their mutual agreement, sack the arbitrators, vary the terms of their authority and fix the procedure and issues for their decision. National law and the courts have no authority over the arbitration.” Discuss.	20	CO5
A.			

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.