


Name:			
Enrolment No:			
<b>UNIVERSITY OF PETROLEUM AND ENERGY STUDIES</b> <b>End Semester Examination, December 2022</b>			
Course: <b>Alternate Dispute Resolution</b>		Semester: <b>IX</b>	
Program: <b>B.Tech. LL.B. (CSE)</b>		Time: <b>03 hrs.</b>	
Course Code: <b>CLCC 3026</b>		Max. Marks: <b>100</b>	
<b>Instructions: Attempt any one in Question 2 of Section D.</b> <b>Word Limit- Section A- 50 words, Section B- 150 words, Section C- 250 words, Section D- 250 words</b>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		Marks	CO
Q 1	Section 8 provision of the Arbitration and Conciliation Act 1996 provides for _____.	2	CO1
Q 2	True/False  The Section 11 of Arbitration and Conciliation Act 1996 mandates that the arbitral panel must have a sole arbitrator.	2	CO1
Q 3	True/False  The Arbitration and Conciliation Act 1996 provides for a mandatory mechanism for negotiation.	2	CO1
Q 4	True/False  Mediation Bill 2021 discusses the non-applicability of the provisions of the bill to the disputes of non-commercial nature.	2	CO1
Q 5	The arbitrator's appointment can be challenged if the	2	CO1
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b>			
Q 1	Conciliation and Arbitration are two sides of the same coin. The purpose is the same while they differ slightly. Comment.	5	CO2

Q 2	An arbitrator is like an adjudicator. Do you agree? Discuss the roles and functions of an arbitrator.	5	CO2
Q 3	Discuss the nuances of a robust arbitration clause and the essentials.	5	CO2
Q 4	Negotiation is one of the most liberal mechanisms of dispute resolution. On a scale of potency of non-binding-ness Negotiation stands as the easiest options for ADR. Comment on the validity of this statement and discuss the reasons for the same.	5	CO2
<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			
Q 1	<p>The parties are at a liberty to choose the law which governs an arbitration. Such a liberty emanates from the principle of party autonomy.</p> <p>Describe the reasons why the parties are allowed to choose the law and what will happen if in an arbitration the jurisdiction where award is enforced stands conflicted with the chosen law.</p> <p>Discuss this with cases.</p>	10	CO 3
Q 2	<p>Rasna Beverages Ltd. agreed to sell a consignment of beverages at Coke Studio's concert for three days. The parties signed an agreement for the same. Rasna Beverages supplied 100 crates on the first day and the next two days supplied 50 crates only due to lack of demand at the concert. However, on the third day the demand increased significantly during the closing hours, and they had to cut off the supply due to lack of availability of the product.</p> <p>Coke Studio Organizers wrote an email saying that such a dispute has arisen and due to non-availability, they had to manage other beverage partners and pay them a hefty amount on the last day for supplying different drinks. They named one Mr. Rajiv as an arbitrator and requested for the Rasna Beverages to appoint their arbitrator.</p> <p>Rasna replied by saying "Indeed, even we incurred losses through the three days. We would like to appoint Ms. Anjali as an arbitrator from our side."</p> <p>To this the panel was constituted, however, Rasna later raised a question that the underlying agreement did not have an arbitration clause in place"</p> <p>Consider yourself as a counsel on behalf of Rasna and advise them that whether they can take this dispute to arbitration and if yes how?</p>	10	CO 3
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b>			

Q 1	<p>Time and expense in arbitration are subjective benefits. It is not necessary that arbitration caters to the needs of the parties with such efficiencies and promises to reduce expenses or increase speed significantly.</p> <p>a. Discuss as to which arbitration mechanisms best cater to the needs of the parties and what are their utilities.</p> <p>b. Discuss the provisions which make arbitration process in India fast.</p>	25	CO 4
Q 2	<p>Consider the following arbitration clause-</p> <p>“Any disputes pertaining to the carriage of consignments and related matters shall be brought before the suggested panel of arbitrators in London. The place of arbitration will be decided as per the availability of the parties and their representatives in the continent of Asia from time to time”</p> <p>Titluram Enterprises (TLE) and Puluram Ltd. (PLR) entered into the abovementioned for carriage of consignments from Asian markets to European ports.</p> <p>On 29<sup>th</sup> of December, a series of consignments reached the ports of Italy. However, the same was not released from the port due to the mixup in consignments. TLE incurred huge losses due to such untimely transfer of goods and notified PLR to refer the dispute in the courts of New Delhi where the principal place of business of TLE is located.</p> <p>PLR objected to this move and requested for reference to arbitration. They named the panel of arbitrators and requested the panel requested for the statement from TLE.</p> <p>TLE contended that the matters were not arbitrable under the agreement and that they did not consent for arbitration. They also reiterated that the main contract was not vitiated by misrepresentation.</p> <p>As a counsel on behalf of PLR advice on the questions raised by TLE.</p>	25	CO 4